



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, January 16, 2025
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.*

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 view or participate 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 listen or participate by phone: Please call (669) 900-9128
Enter the **WEBINAR 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: When the Chair calls for public comment, 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.

When the Chair calls for public comment, members of the public participating on Zoom and wishing to address the City Council can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9 to "Raise Hand"; press *6 to unmute.

5. In accordance with the City's Remote Meeting Participation Policy for Public Comment: The City of Seaside reserves the right to refuse, limit, and/or revoke use of video conferencing technology and the option for virtual public participation. Granting use of the virtual participation in no way constitutes an endorsement of any person or group to display hateful conduct, including sending or posting hateful images, making violent threats, or targeting others with hateful or abusive speech. The City may remove any participant that violates its agreement or applicable policy with proper notice as outlined in the conditions of use/meeting access.

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. CLOSED SESSION

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

A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (D)(2)

One Matter of Potential Litigation

6. 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.

7. 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.

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS

8. PRESENTATIONS

- A. FIREWORKS ACTIVITY AND UPDATE (CITY ATTORNEY SHERI DAMON)**
- B. DOULA HUB PROGRAM (STEPHANIE ALFARO, PARENTING CONNECTION OF MONTEREY COUNTY, COMMUNITY & PROVIDER OUTREACH COORDINATOR)**

9. CONSENT AGENDA

- A. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE HIGH SCHOOL BOYS SOCCER TO ASSIST WITH THE COST WITH PRACTICE EQUIPMENT AND TEAM APPAREL**

RECOMMENDATION: Approve the request.

- B. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE HIGH SCHOOL MUSIC DEPARTMENT TO ASSIST WITH THE COST FOR TRANSPORTATION TO SONOMA STATE UNIVERSITY**

RECOMMENDATION: Approve the request.

- C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$1,500.00 FROM CENTRAL COAST BOMBERS BASEBALL TO ASSIST WITH THE COSTS FOR TRAVEL, LODGING, AND TOURNAMENT FEES**

RECOMMENDATION: Approve the request.

- D. APPROVE A CO-SPONSORSHIP AND FEE WAIVER REQUEST FROM DELTA SIGMA THETA SORORITY, INC. FOR USE OF OLDEMAYER CENTER FOR TWO COMMUNITY EVENTS IN 2025: A HEALTH CONFERENCE AND THE ANNUAL JABBERWOCK PAGEANT & YOUTH ON PARADE EVENT IN THE AMOUNT OF \$1,496.25**

RECOMMENDATION: Approve a request from the Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Incorporated.

- E. ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) REPORT COVERING ACTIVITIES FROM OCTOBER THROUGH DECEMBER 2024**

RECOMMENDATION: Approve Environmental Services Cooperative Agreement (ESCA) report covering activities.

- F. REVIEW AND ACCEPT ANNUAL REPORT ON USE OF DEVELOPMENT IMPACT FEES**

RECOMMENDATION: Accept the Annual Report.

- G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND**

SOFTBALL FOR THEIR 2025 SEASON, AND AUTHORIZE WAIVING THE FEES ASSOCIATED WITH THE USE OF THE SOPER, RUBIO AND CUTINO BASEBALL FIELDS, FOR THE AMOUNT OF \$84,457.50

RECOMMENDATION: Adopt a resolution to approve the Facility Use Agreement with Seaside Pony Baseball and Softball for the use of the baseball fields.

H. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH PAVEMENT ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2024 HOT SPOT PAVEMENT REPAIR PROJECT FOR AN AMOUNT NOT TO EXCEED \$58,900.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Pavement Engineering Inc. (PEI) for Construction Management Services for the 2024 Hot Spot Pavement Repair Project for an amount not to exceed \$58,900.00 and authorize the City Manager to execute up to an additional 15% contingency for written amendments and extensions, such that the full value may not exceed \$67,735.00.

I. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA PREMIER RESTORATION FOR ON-CALL PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$33,440.77

RECOMMENDATION: Adopt a resolution to approve an amendment to the Professional Service Agreement with California Premier Restoration.

J. ADOPT A RESOLUTION APPROVING THE SPECIFICATIONS FOR THE 2025 GENERAL BUILDING ON CALL CONTRACT, AWARDED A NOT-TO-EXCEED CONSTRUCTION CONTRACT TO THE TWO (2) LOW BIDDERS PUEBLO CONSTRUCTION INC, AND PRO-EX CONSTRUCTION INC. WITH AN ANNUAL FUNDING LIMIT OF \$1,000,000.00 AND DIRECTING THE PUBLIC WORKS DIRECTOR TO AUTHORIZE INDIVIDUAL WORK ORDERS

RECOMMENDATION: Adopt a resolution awarding contracts for the 2025 On-Call Job Order (General Building) Contracts.

K. ADOPT A RESOLUTION APPROVING THE SPECIFICATIONS FOR THE 2025 GENERAL ENGINEERING ON CALL CONTRACT, AWARDED A NOT-TO-EXCEED CONSTRUCTION CONTRACT TO THE TWO (2) LOW BIDDERS THE DON CHAPIN CO INC., AND A TEICHERT & SON, INC. WITH AN ANNUAL FUNDING LIMIT OF \$1,000,000.00 AND DIRECTING THE PUBLIC WORKS DIRECTOR TO AUTHORIZE INDIVIDUAL WORK ORDERS

RECOMMENDATION: Adopt a resolution awarding contracts for the 2025 On-Call Job Order (General Engineering) Contracts.

L. ADOPT A RESOLUTION APPROVING THE FINAL MAP FOR PHASE 1 WITHIN THE CAMPUS TOWN SPECIFIC PLANNING AREA, SUBDIVISION

IMPROVEMENT AGREEMENT FOR PHASE 1A; AND ANNUAL REVIEW OF THE DEVELOPMENT AGREEMENT

RECOMMENDATION: Adopt a resolution for the following actions:

1. Determine KB-Bakewell Seaside Venture II, LLC, is acting in good faith compliance with the provisions of the Development Agreement; and
2. Approve Campus Town Specific Plan Final Map Phase 1, a portion of Vesting Map VTM-01; and
3. Approve Draft Subdivision and Improvement Agreement for Phase 1A.

M. ADOPT A RESOLUTION TO MODIFY THE POSITION ALLOCATION LIST TO ADD ONE ADMINISTRATIVE ANALYST I AND APPROVE COMPENSATION PLANS FOR THE POSITION

RECOMMENDATION: Approve the changes to the Position Allocation List.

N. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BELLINGER FOSTER STEINMETZ FOR THE TRAIL MAINTENANCE STRATEGY FOR PERMITS AND CONTINGENCY AND AUTHORIZING THE CONTRACT VALUE TO BE INCREASED BY TWENTY ONE THOUSAND FOUR HUNDRED EIGHTY NINE DOLLARS (\$21,489.00) TO BE FUNDED BY THE MONTEREY PENINSULA REGIONAL PARK DISTRICT (\$7,163.00), CITY OF SEASIDE (\$7,163.00), AND THE CITY OF MONTEREY (\$7,163.00)

RECOMMENDATION: Adopt a resolution approving an amendment to the Professional Services Agreement with Bellinger Foster Steinmetz.

O. ADOPT A RESOLUTION AWARDING A CONTRACT FOR THE POLICE DEPARTMENT FLOORING INSTALLATION TO BEREMAN CARPETS, INC. FOR AN AMOUNT NOT TO EXCEED \$57,000.00

RECOMMENDATION: Authorize the City Manager to execute a contractor services agreement with Bereman Carpets Inc. to install flooring in the Police Department.

10. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING FIRST SUBSTANTIAL AMENDMENT TO THE FY2024-2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION: Hold a Public Hearing regarding the First Substantial Amendment to the FY2024-2025 Annual Action Plan and adopt a resolution to:

1. Approve the First Substantial Amendment to the FY 2024-2025 Annual Action Plan;
2. Authorize the City Manager to submit the First Substantial Amendment to the FY2024-2025 Annual Action Plan to U.S. Department of Housing and Urban Development (HUD); and
3. Designate the City Manager, or the City Manager's designee, as the official

representative to sign all certifications and assurances, and sub-agent agreements for the use of funds approved in the First Substantial Amendment to the FY 2024-2025 Annual Action Plan.

11. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING PAYMENT TO MCSIG (MUNICIPALITIES COLLEGES SCHOOLS INSURANCE GROUP) FOR THE AMOUNT OF \$307,312.10 AND AUTHORIZE THE FINANCE DIRECTOR TO APPROPRIATE FUNDS WITHIN THE 24-25 ANNUAL BUDGET

RECOMMENDATION: Adopt a resolution authorizing a payment of \$307,312.10 to MCSIG and make the necessary adjustments to the 24-25 Adopted Budget.

B. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2024 HOT SPOT PAVEMENT REPAIR PROJECT AND AWARDDING A CONSTRUCTION AGREEMENT TO JV LUCAS PAVING INC. FOR AN AMOUNT NOT TO EXCEED \$614,032.50 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF AN AMOUNT NOT TO EXCEED \$706,137.38

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the 2024 Hot Spot Pavement Repair Project.

C. ADOPT A RESOLUTION APPROVING ADDITIONAL SCOPE OF WORK AND CONTRACT AMENDMENT FOR A PLAYGROUND AT LINCOLN CUNNINGHAM PARK (PHASE 1 - ARTERIAL TRAIL PROJECT) FOR AN AMOUNT NOT TO EXCEED \$742,800.00

RECOMMENDATION: Adopt a resolution approving additional construction scope for a playground and additional amenities for the Lincoln Cunningham Park (Phase 1 - Arterial Trail Project) from the Lincoln Cunningham and Havana Solitz Park Master Plan, amending the construction agreement to add the additional scope and raise the contract amount by up to \$742,800.00 bringing the total project construction cost including contingency to a not to exceed value of \$1,886,862.95, authorizing the City Manager to execute and approve any amendments, extensions, and change orders until completion of the project in accordance with the master plan up to the total project construction amount, and directing the use CIP project surplus funds to Lincoln Cunningham Project Account.

12. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

13. 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.

14. 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. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957

Position: City Manager Recruitment

B. 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: KBB Seaside Venture, et. al. 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:

Property: Golf Course Hotel parcel located at 1 McClure Way, Seaside, CA 93955

Agency Negotiators: City Manager and City Attorney

Negotiating Parties: City of Seaside and KDG

Under Negotiation: Price, Terms of Payment, or both

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (D)(2)

Two Matters of Potential Litigation

15. ADJOURNMENT

Next Regularly Scheduled Meeting:

February 6, 2025

5:00 p.m.

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.: 9.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: January 16, 2025

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE HIGH SCHOOL BOYS SOCCER TO ASSIST WITH THE COST WITH PRACTICE EQUIPMENT AND TEAM APPAREL

RECOMMENDATION

Approve the request.

BACKGROUND

The Seaside High School Boys Soccer Program is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to assist with the costs associated with practice equipment and team apparel. The Seaside High School Boys Soccer Program teaches the players the importance of character, sportsmanship, life skills and the importance of achieving excellence at school and in the community. The program teaches their young men to not only be outstanding student athletes, and how to be model citizens. They encourage all their athletes to use reusable water bottles. They have a set of reusable sports water bottles that the team uses during games and practices. In addition, the team picks up all the trash after their practices and games to ensure that they do their part to keep the environment clean.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. The Seaside High School Boys Soccer Program received their last donation at the January 18, 2024, City Council meeting. They submitted their 2024 Mayor's Youth Fund Closing Report within the 60-day time frame.

FISCAL IMPACT

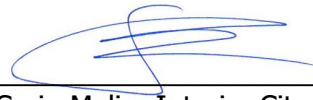
This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$35,864.61. If the City Council approves this request, the balance will decrease to \$32,864.61. This is for fiscal year 2024/25.

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

ATTACHMENTS

1. MYF Seaside High School Boys Soccer 2025
 2. Mayors Youth Fund Closing Report - Seaside High School Boys Soccer 2024
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

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

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 11/18/2024 2:06 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 11/18/2024 2:06 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

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

Eligible Applications

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

Submittal of Contribution Requests

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.

- Description of other methods being used to raise funds and/or other contributors.

- An explanation of how the group, activity, or event will benefit Seaside youth.

- Written description of how the use of the funds will be specifically used for youth group activities/events and has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.

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

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

Evaluation Process & Criteria

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

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

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

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

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

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

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

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

Contribution Limits

In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions

are subject to the discretion of the City Council. In addition, funding will be limited to one contribution per year (every 12 months).

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

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

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

Payment Process

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

Funding Requirements

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

Individual Requests

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

Name of Organization	Seaside High School Boy's Soccer
Name	Servando Perez
Email Address	sperez@employnet.com
Address	2200 Noche Buena St.
City	Seaside
State	California

Zip Code	93940
Phone Number	8058687112
Additional Phone Number	<i>Field not completed.</i>
Percentage of Residents or Students of Seaside	100%
Number of Participants	48
Ages of Participants	15-18 years old
Criteria	
Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:	Athletic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	Boy's JV and Soccer Program
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	Practice equipment and team apparel. Team effort to participate in an activity that promotes goals of recycling, clean-up and green sustainability such as beach clean-up or campus cleanup.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	Individual team fundraiser, concession sales during home games.
Total Amount Requested:	\$3,000

Electronic Signature I agree.
Agreement

Electronic Signature Servando Perez

Date 11/18/2024

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

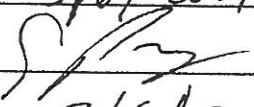
MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 1/18/2024
Name of Organization: Seaside High School Boy's Soccer
Contact: Servando Perez (Coach)
Address: 2200 Niche Buena St. Seaside, CA 93955
Email/Phone: Sperez@employnet.com / 905-868-7112
Amount of Donation Received: \$3,000

What Items were purchased with Mayor's Youth Fund Donation:
Soccer equipment practice shirts, Team jackets
for 2024-2025 season.

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.

This year we decided to do a school campus
clean up. This team activity was completed on
Wed 3/6/2024.

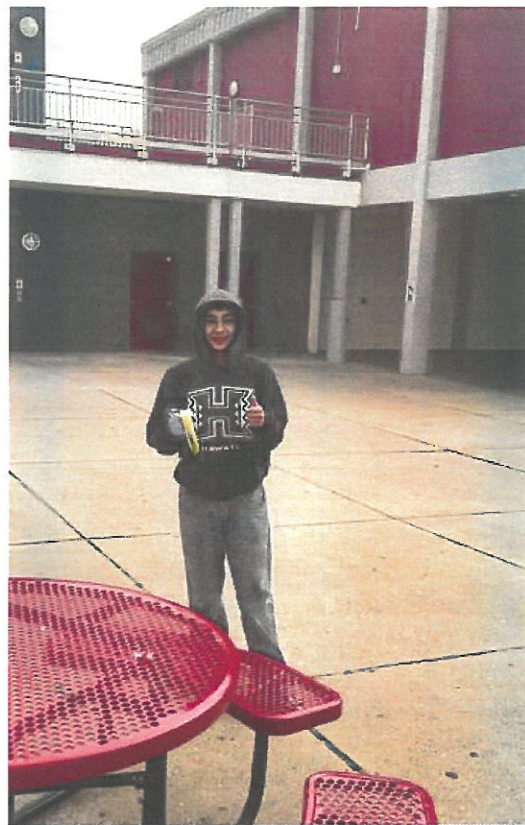
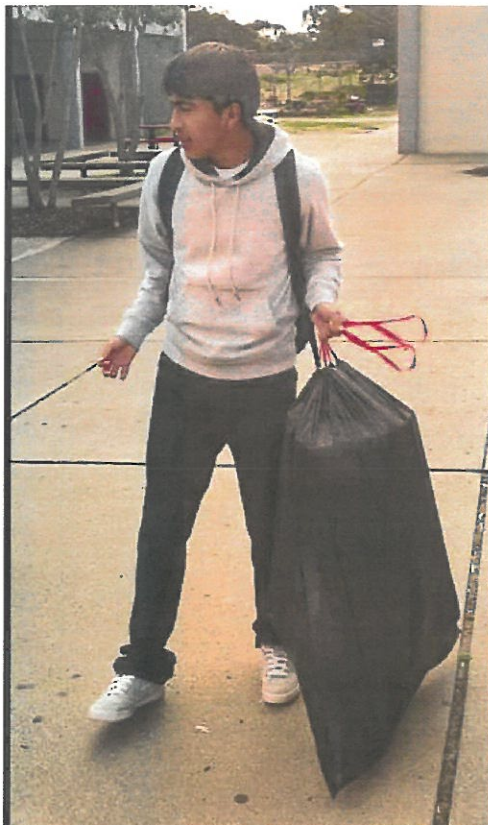
Signature: 

Date: 3/6/2024

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









CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: January 16, 2025

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE HIGH SCHOOL MUSIC DEPARTMENT TO ASSIST WITH THE COST FOR TRANSPORTATION TO SONOMA STATE UNIVERSITY

RECOMMENDATION

Approve the request.

BACKGROUND

The Seaside High School Music Department is requesting a donation of \$3000.00 from the Mayor's Youth Fund to assist with the cost of a charter bus to take the music students to a festival at Sonoma State University. The students in the Advanced Band and Orchestra class at Seaside High have been invited to perform at a prestigious, invitation-only festival at Sonoma State University. This has been something they have been working towards for multiple years, and have put in many hours of practice to be ready to perform in a professional setting. At the festival, students will receive clinics from college professors, perform in a world-class concert hall, and receive feedback from one of the four visiting professional conductors from colleges across the country. If the students are able to take one charter bus, it will prevent them from having to take multiple cars or school buses to and from the event, creating far fewer emissions which is better for the environment.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. This is the first time that Seaside High School Music Department has requested a donation.

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 \$32,864.61. If the City Council approves this request, the balance will decrease to \$29,864.61. This is for fiscal year 2024/25.

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

ATTACHMENTS

1. MYF Seaside High School Music Department 2025
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim 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: 12/10/2024 8:19 AM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

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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

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- Description of other methods being used to raise funds and/or other contributors.

- An explanation of how the group, activity, or event will benefit Seaside youth.

- Written description of how the use of the funds will be specifically used for youth group activities/events and has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.

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

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

Evaluation Process & Criteria

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

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

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

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

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

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

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

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

Contribution Limits

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

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

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

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

Payment Process

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

Funding Requirements

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

Individual Requests

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

Name of Organization	Seaside High School Music Department
Name	Jess Baudot
Email Address	jbaudot@mpusd.k12.ca.us
Address	2200 Buena Noche St
City	Seaside
State	CA
Zip Code	93955
Phone Number	9163848115
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	100 percent

Number of Participants	70
Ages of Participants	14-18
Criteria	
Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:	Music
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	Students in the Advanced Band and Orchestra at Seaside High have been invited to perform at a prestigious, invitation-only festival at Sonoma State University. This has been something they have been working towards for multiple years, and have put in many hours of practice to be ready to perform in a professional setting. At the festival, students will receive clinics from college professors, perform in a world class concert hall, and receive feedback from one of the four visiting professional conductors from colleges across the country.
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	If awarded, these funds will be used to pay for a bus to and from the event. The event is held at Sonoma State University, which is a three hour drive from Seaside. If we are able to take one charter bus, it will prevent us from having to take multiple cars or school busses to and from the event, creating far less emission.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	We have been fundraising for a few years now and have a small amount of money to be used for events like this. However, that money is also to be used for supplies, concerts, and other events we have on the calendar that are all quite costly. Fundraisers we have completed include the sale of cookie dough, a vertical raise donation drive, dine and donates at local businesses, concession sales at concerts, and a mattress fundraiser. With the support from the Mayor's Youth Fund, we will be able to save the money we would have spent on transportation and put it towards needed supplies,

equipment, and scholarships for students for another trip we are going on in May.

Total Amount Requested: We are requesting \$3,000 to put towards our travel to the Sonoma State Invitational in March 2025.

Electronic Signature Agreement I agree.

Electronic Signature Jessica Baudot

Date 12/10/2024

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



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: January 16, 2025

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$1,500.00 FROM CENTRAL COAST BOMBERS BASEBALL TO ASSIST WITH THE COSTS FOR TRAVEL, LODGING, AND TOURNAMENT FEES

RECOMMENDATION

Approve the request.

BACKGROUND

The Central Coast Bombers Baseball team is requesting a donation of \$1,500.00 from the Mayor's Youth Fund to assist with the costs for travel, lodging, food & tournament fees. Their youth baseball team is based out of Seaside and will be traveling to a once in a lifetime tournament in Cooperstown Village, New York. The team plans on giving back to the community by setting up field cleanups for Soper Field, Metz Field, and Cutino Field before this upcoming recreation baseball season. During these clean-up they will also be collecting recyclable materials, and bring them to a recycling facility for extra funds for the team.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. This is the first time that The Central Coast Bombers Baseball team has requested a donation.

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 \$29,864.61. If the City Council approves this request, the balance will

decrease to \$28,364.61. This is for fiscal year 2024/25.

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

ATTACHMENTS

1. MYF - Central Coast Bombers
 2. 501(c)(3) Information - Central Coast Bombers
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND POLICY

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

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

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

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

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

Individuals	25% of total cost of activity (not to exceed \$1,000)
Groups up to 20 people	up to \$1,500
Groups of 21+ people	up to \$3,000

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

Funding Requirements:

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

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

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

All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Central Coast Bombers - Baseball
 Name of Applicant: Morgan Schmerber / Mason Schmerber
 Address: 5100 Coe Ave #92 City: Seaside State: Ca
 Phone: 831-833-9578 Email: CentralCoastBombers831@Gmail.com
 Number of Participants: 16 ^{MorganOlivio6@Icloud.com} Seaside Residents / Students: 7 % Ages: 11 & 12 year olds

CRITERIA:

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

Please select one or more from the following list:

☐ Scholastic ☒ Athletic ☐ Music ☐ Environmental ☐ Art

Is funding a reward for one of these activities? ☒ No ☐ Yes, _____

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

Their goal is to play Baseball in the historic
Cooperstown Village, NY in July 2025. They are working
hard to Raise \$50,000 to get the Team & coaches there

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:

Funds will be used for travel, housing, Food &
tournament fees for the whole team

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

What other funding sources will supplement your requests? The boys will be
doing Raffle, Carwash, Reaching out to corporate
sponsors and much more.

Total Amount Requested: (See contribution limits) \$ 1,500.00

Applicant Signature: _____

Date: 10-23-24



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: central coast Bombers
Name of Applicant: Morgan Schmerber / Mason Schmerber
Address: 5100 coe Ave #92 City: Seaside State: ca
Phone: 831-833-9578 Email: Morgan.Oliviob@Icloud.com

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: _____

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

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

Applicant Signature: 

Date: _____

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

Terry Navarro - Mayor's Youth Fund Contribution request for Central Coast Bombers - Baseball

From: William Hunter <willdog233@aol.com>
To: <TNavarro@ci.seaside.ca.us>
Date: 12/18/2024 12:52 PM
Subject: Mayor's Youth Fund Contribution request for Central Coast Bombers - Baseball
Attachments: W-9.pdf

Hello Terry,

Thank you for your response to our application for the Mayors' Youth Fund Contribution. I do apologize for the original application not being completed entirely. We are a Youth baseball team based out of Seaside, traveling to a once in a lifetime tournament in Cooperstown and were looking for a contribution for our trip. We also plan on giving back to the community by setting up field cleanups for Soper Field, Metz, and Cutino before this upcoming recreation baseball season. We currently an organization of 75% Seaside Residents. Please see attached W-9 form. Thank you for your time and consideration.

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

DEPARTMENT OF THE TREASURY

Date: **MAR 06 2020**

CENTRAL COAST BOMBERS INC
C/O RICHARD MIRAMONTES
18 WESTMINSTER CT
SEASIDE, CA 93955

Employer Identification Number:
46-4798270
DLN:
29053326337029
Contact Person:
JULIE CHEN ID# 31261
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 15, 2019
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.

Your exemption under IRC Section 501(c)(3) is effective as of the date listed at the top of this letter. You were exempt under Section 501(c)(4) prior to this date.

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 to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities,

Letter 947

CENTRAL COAST BOMBERS INC

which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.D.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: January 16, 2025

SUBJECT: APPROVE A CO-SPONSORSHIP AND FEE WAIVER REQUEST FROM DELTA SIGMA THETA SORORITY, INC. FOR USE OF OLDEMEYER CENTER FOR TWO COMMUNITY EVENTS IN 2025: A HEALTH CONFERENCE AND THE ANNUAL JABBERWOCK PAGEANT & YOUTH ON PARADE EVENT IN THE AMOUNT OF \$1,496.25

RECOMMENDATION

Approve a request from the Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Incorporated.

BACKGROUND

The Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Inc. is requesting to hold two annual community events in 2025.

The proposed events are:

1. The Health Conference
2. Jabberwock Pageant and Youth on Parade event

They are requesting a co-sponsorship with the City and fee waivers for both events. The Health Conference (formerly known as the Health Empowerment Conference) will benefit men, women and children. It will also be used as a platform to honor members of the community for their contributions, impact, and longevity. The Health Conference is an informative event which will cover health issues and preventable health measures. The purpose of the Jabberwock event will showcase local youth and their various talents, and it will also be a fundraiser for youth scholarships and other various youth

programs offered through Delta Sigma Theta Sorority, Inc..

Both of these events have been held annually at the Oldemeyer Center and all fees were waived in the past. Staff recommends that the organization pay only the non-refundable portion of \$98.25 for each event to go towards the building maintenance.

FISCAL IMPACT

Should the City Council approve the request for full fee waivers for both events, the approximate fiscal impact is as follows:

Health Conference on March 15, 2025:

Laguna Grande Hall Rental Fee: \$56.25 per hour X 9	\$ 506.25
Seaside Room Fee: \$37.00 for 9 hours X 3	\$ 111.00
Seashorse Room Fee: \$37.00 for 9 hours X 3	\$ 111.00
Non-Refundable Deposit	\$ 98.25
<u>Insurance</u>	<u>\$ 122.00</u>
TOTAL	\$ 948.50

Jabberwock Pageant Youth Talent on May 17, 2025:

Laguna Grande Hall Rental Fee: \$56.25 per hour X 8	\$ 450.00
Seaside Room Fee: \$37.00 for 3 hours	\$ 37.00
Seashorse Room Fee: \$37.00 for 3 hours	\$ 37.00
Non-Refundable Deposit	\$ 98.25
<u>Insurance</u>	<u>\$ 122.00</u>
TOTAL	\$ 744.25

GRAND TOTAL FOR BOTH EVENTS: \$1,692.75

Should the City Council approve staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$1,496.25.

ATTACHMENTS

1. Delta Sigma Theta Sorority Fee Waiver Request for Health Conference 2025
2. Delta Sigma Theta Sorority Fee Waiver Request for Jabberwock 2025
3. 501(c)(3) Information - Delta Sigma Theta Sorority

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Delta Sigma Theta Sorority, Inc.
Name of Applicant: Monterey Peninsula Alumnae chapter
Address: P.O. Box 1154 City: Seaside State: CA
Phone: 831 809 6062 Email: montereypeninsuladst@gmail.com

EVENT INFORMATION:

Event Title: Health Conference
Event Description: See attached.
Event Date: March 15, 2025 Room(s) Requested: Laguna Grande
Time (including set-up): 8am - 5pm Approximate Number of Guests: 150

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Non-profit organization bringing an asset to the city; and unable to cover 100% of cost

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 3/16/24 ☐ No

What is your organization's tax identification number? 94-245-1757

What percentage of your members or participants resides in Seaside? 80%

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: 9/23/2024

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

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

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

**Delta Sigma Theta Sorority, Incorporated
Monterey Peninsula Alumnae Chapter**

**Event Description: Health Conference and Jabberwock Pageant & Youth on Parade
Event – March 15 & May 17, 2025**

The Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Inc. is requesting to hold two annual community events in 2024. The proposed events are: The Health Conference, and the Jabberwock Pageant and Youth on Parade event, and they are requesting co-sponsorship and fee waivers for both events. The Health Conference (formerly known as the Health Empowerment Conference) will benefit men, women and children. It will also be used as a platform to honor members of the community for their contributions, impact, and longevity. The Health Conference is an informative event which will cover health issues and preventable health measures. The purpose of the Jabberwock event will showcase local youth and their various talents, and it will also be a fundraiser for youth scholarships and other various youth programs.

Both of these events have been held annually at the Oldemeyer Center and all fees were waived in the past. Staff recommends that the organization pay only the non-refundable portion of \$98.25 for each event to go towards the building maintenance fund.



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

Seahorse Room Kitchen
Seaside Room Dance Studio

CONTACT INFORMATION:

ROOM: Laguna Grande Hall/comb

Organization: Delta Sigma Theta Sorority, Inc. (Monterey Peninsula Alumnae)

Name of Applicant: Dominique / Betty Lusk / Lori Medina

Address: P.O. Box 1154 City: Seaside Zip: 93955

Phone: 831 809 6062 Email: montereypeninsuladst@gmail.com

Day of Event Contact Name and Phone: _____

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Heath Conference

**Please attach invitation or flyer if available.*

Event Date: March 22, 2025 Approximate Number of Guests: 150

Reservation Time: 8am - 5pm Event Time: 11am - 2pm

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

Special Instructions: Fee Waiver Request attached.

Request to use the City's: ☒ Podium ☒ Microphone ☒ Projector Screen

**Subject to availability*

***Projectors and other electronic equipment will not be provided*

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

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

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)

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

Applicant Signature: Lori Medina

Date: 9/23/2024

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300

Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40

Dimensions: 24' X 20'

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

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50

Dimensions: 28' X 26'

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

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70

Dimensions: 26' X 24'

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60

Dimensions: 32' X 26'

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100

Dimensions: 128' X 120'

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

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

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

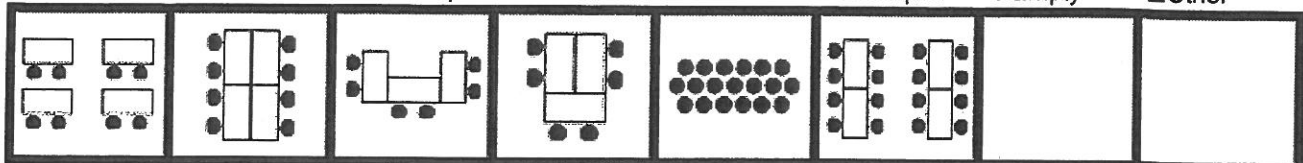
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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





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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

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

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

IMPORTANT THINGS TO NOTE

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

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

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

Food Sales and Prohibited Goods & Materials:

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

Initials: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Delta Sigma Theta Sorority, Inc.
Name of Applicant: Monterey Peninsula Alumnae Chapter
Address: P.O. Box 1154 City: Seaside State: CA
Phone: 831 809 6062 Email: montereypeninsula.dsta@gmail.com

EVENT INFORMATION:

Event Title: Jabberwock
Event Description: See attached.
Event Date: May 17, 2025 Room(s) Requested: Laguna Grande
Time (including set-up): 12pm - 8pm Approximate Number of Guests: 150

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Non-profit organization providing a platform for Seaside youth excellence; and unable to cover cost.
Have you received a Fee Waiver in the past? ☒ Yes, the event was on March 2023 ☐ No
What is your organization's tax identification number? 94-245-1757
What percentage of your members or participants resides in Seaside? 80%
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: 9/23/2024

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

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

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

**Delta Sigma Theta Sorority, Incorporated
Monterey Peninsula Alumnae Chapter**

**Event Description: Health Conference and Jabberwock Pageant & Youth on Parade
Event – March 15 & May 17, 2025**

The Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Inc. is requesting to hold two annual community events in 2024. The proposed events are: The Health Conference, and the Jabberwock Pageant and Youth on Parade event, and they are requesting co-sponsorship and fee waivers for both events. The Health Conference (formerly known as the Health Empowerment Conference) will benefit men, women and children. It will also be used as a platform to honor members of the community for their contributions, impact, and longevity. The Health Conference is an informative event which will cover health issues and preventable health measures. The purpose of the Jabberwock event will showcase local youth and their various talents, and it will also be a fundraiser for youth scholarships and other various youth programs.

Both of these events have been held annually at the Oldemeyer Center and all fees were waived in the past. Staff recommends that the organization pay only the non-refundable portion of \$98.25 for each event to go towards the building maintenance fund.



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION:

ROOM: Laguna Grande Combo
4-7 Seaside Seaside

Organization: Delta Sigma Theta Sorority, Inc. (Monterey Peninsula Alumnae)

Name of Applicant: Dominique / Betty Lusk / Lori Medina

Address: P.O. Box 1154 City: Seaside Zip: 93955

Phone: 831 809 6062 Email: montereypeninsuladst@gmail.com

Day of Event Contact Name and Phone: _____

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Jabberwock

*Please attach invitation or flyer if available.

Event Date: May 17, 2025 Approximate Number of Guests: 150

Reservation Time: 12pm - 8pm Event Time: 4:00pm - 7:00pm

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

Special Instructions: Fee waiver request attached

Request to use the City's:

☒ Podium

☒ Microphone

☒ Projector Screen

*Subject to availability

**Projectors and other electronic equipment will not be provided

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

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

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)

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

Applicant Signature: Lori Medina

Date: 9/23/2024

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

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

☐ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

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

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

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

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra ½ Hour	\$38	\$47.50

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

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

SEATING CONFIGURATION

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

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

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SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
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3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancellation occurs under items (g) or (h) above.
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5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
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7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITIES CAPACITY:** Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. **PAYMENT OF TAXES:** Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. **PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY:** Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. **PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES:** The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. **ALCOHOL:** No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. **SMOKING:** Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
21. **CONSTRUCTION OF PERMIT:** In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.
22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

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

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

IMPORTANT THINGS TO NOTE

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

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

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

Initials: _____



News

Articles

501 Companion
Podcast

About

DELTA SIGMA THETA SORORITY MONTEREY PENINSULA ALUMNAE

SEASIDE, CALIFORNIA 93955

EIN: 94-2451757

Fraternity or sorority
Scholarships other
Other social activities

DEMOGRAPHIC

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CITY OF SEASIDE STAFF REPORT

Item No.: 9.E.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Melissa Broadston, ESCA Program Manager

DATE: January 16, 2025

**SUBJECT: ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT
(ESCA) REPORT COVERING ACTIVITIES FROM OCTOBER
THROUGH DECEMBER 2024**

RECOMMENDATION

Approve Environmental Services Cooperative Agreement (ESCA) report covering activities.

BACKGROUND

The Fort Ord Reuse Authority (FORA) officially closed all operations on June 30, 2020. Prior to sunset, the City of Seaside and FORA entered into a Memorandum of Agreement nominating Seaside as FORA's Environmental Services Cooperative Agreement (ESCA) Successor-In-Interest (Successor). Seaside is now responsible to perform the remaining Long-Term Obligations (LTO) management responsibilities related to U.S. Army (Army) Munitions and Explosives of Concern (MEC) on ESCA property until June 30, 2028. A summary of the ESCA remediation program to date is provided below. A quarterly report is required to be prepared and submitted to the Army after review and acceptance by the City Council.

FORA ESCA Remediation Program Background:

In 2007, the Army and FORA entered into an agreement for Army-funded ESCA for the removal of remnant MEC on 3,340 acres of the former Fort Ord. Under the ESCA terms, the Army awarded FORA approximately \$98 million to perform Comprehensive Environmental Response Compensation and Liability Act (CERCLA) MEC cleanup on those parcels. FORA also entered into the Administrative Order on Consent (AOC) with the United States Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC) (collectively referred to as regulatory agencies)

defining FORA's contractual conditions to complete the Army remediation obligations for the "ESCA parcels." FORA received ESCA property ownership after EPA approval and gubernatorial concurrence under a Finding of Suitability for Early Transfer in 2009.

The ESCA properties received Records of Decision (ROD) documenting controls required to protect public health and safety and Land Use Control Implementation Plan (LUCIP) / Operation and Maintenance Plan (OMP) implementation, operation and maintenance ROD controls tailored to individual site conditions and historic MEC use. The final ESCA LUCIP/OMP documents were accepted by the Army and Regulators in February 2019. These ESCA properties received the last EPA Remedial Action Completion letter in February 2019. The EPA issued a site-wide ESCA remedial completion certificate in April 2020.

Remedial Action Completion initiated the Army's long-term obligations on ESCA properties. To complete the ESCA and the AOC obligations, the Successor, Seaside, is required to complete a truncated series of tasks until the expiration on June 30, 2028, to include site investigation and monitoring, ensuring compliance with the land use controls for ESCA parcels by land holding jurisdictions, mitigation, monitoring, reporting for any potential or found munitions and explosives of concern, and public information and outreach regarding land use. Should any instances of MEC occur, the contractors of Arcadis, Inc., Weston Solutions, Inc. and Westcliffe Engineers, Inc. will assist with providing LTO support services.

ESCA QUARTERLY UPDATE

Jurisdiction Coordination

ESCA property could not be transferred to the jurisdictions until Army deed modifications and issuance of the Army CERCLA Warranties/Deed Amendments were completed. The ESCA property Army CERCLA Warranty and Deed modification documents were recorded in Monterey County on June 26, 2020. The receiving jurisdictions signed and recorded these deeds and have final ownership of their ESCA properties.

There are a few remaining property transfer tasks. A file review indicated parcel E29b.3.1 was not transferred by FORA and was held by Seaside as successor to FORA. Transfer of parcel E29b.3.1 to the City of Monterey was completed on October 16, 2024. Work continues to transfer the last three Economic Development Conveyance parcels from Army ownership to their designated recipients: Monterey-Salinas Transit Parcels L2.3 and L2.4.1 and Seaside Parcel E20c.1.

ESCA staff continues to host LTO Management, and Property, Planning, Police, and Property Manager quarterly meetings with all land holding jurisdictions and the Army. These meetings discuss and review projects or other activities as outlined by the LUCIPs that are included with their properties. A quarterly meeting was held on November 6, 2024.

ESCA coordination related to the revision of the Construction Support Plan for the Seaside storm water infiltration system installation/repair project is still in progress. ESCA will provide the required After Action Report for the in-progress Monterey One Water pipeline Phase 4 project upon completion. ESCA continued worked with project proponents and owners to outline requirements for the construction of a Fort Ord Trail and Greenway (FORTAG) trail. A portion is located the California State University Monterey Bay ESCA parcel. Trail construction is scheduled for 2025. ESCA prepared notifications for geophysical investigation work (soil borings) at the California State University Monterey Bay property in support of this FORTAG segment.

ESCA worked with the Army and Pacific Gas and Electric to review land use controls and related protocols for access and intrusive work for their utility infrastructure on the former Fort Ord. ESCA also assisted Pacific Gas and Electric with access and inspection of a utility pole in Monterey Peninsula College's Military Operations in Urban Terrain site.

ESCA developed maps to assist Monterey County with the identification of land with a moderate to high probability of a munitions encounter. The maps emphasized natural landmarks. A site tour accompanied map review. ESCA also provided an overview/training session and site orientation tour for a new employee at California State University Monterey Bay.

Based on the history of the former Fort Ord as an Army base, munitions may be encountered during reuse of the property. ESCA outreach specific to the munitions safety awareness class at FortOrdSafety.com serves as an important resource to remind community members who might discover suspicious objects to follow the 3Rs of explosives safety – Recognize, Retreat, and Report. ESCA is responsible for the maintenance and participant tracking for the English and Spanish version of the free online training class at Fort Ord Safety.com. The training at FortOrdSafety.com supplements and compliments the Army's on-site munitions safety training program as an important community asset for the use of the lands of the former Fort Ord. Participation for this training remains robust.

The ESCA team continues to conduct weekly patrols of Seaside's ESCA properties and bi-weekly patrols of other ESCA properties. ESCA patrols also included debris removal.

ESCA provided updates on Seaside's Blue Line Road borderland work (invasive species control, erosion control) at the November 6, 2024, Coordinated Resource Management Plan annual meeting. ESCA provided program updates at the Army's BRAC Cleanup Team meeting dedicated to munitions on December 5, 2024. ESCA provided an ESCA presentation on the successful techniques of land use controls at the munitions Safety Stand Down meeting on December 12, 2024.

NEXT QUARTER GOALS

During the next quarter, the ESCA Program will be focusing on the following tasks.

- ESCA will send the annual munitions safety recognition class information to property owners, jurisdictions, and entities with possible intrusive activities on the former Fort Ord.
- ESCA will continue coordination supporting completion of property transfers.
- ESCA will also continue coordination with jurisdictions and extensive public outreach on the Munitions Recognition and Safety Training which is available at FortOrdSafety.com.
- ESCA will continue weekly inspection and monitoring of activities on ESCA lands.
- ESCA will continue follow-up of incidents of concern.
- ESCA will offer "refresher" training to Monterey Peninsula Parks District and Del Rey Oaks.
- ESCA will continue assistance and coordination with munitions documentation such as After Action Reports, Construction Support Plans, and notifications for projects located in ESCA properties with soil disturbances of less than 10 cubic yards with a low probability of encountering munitions.
- ESCA will assist other jurisdictions with questions related to ESCA land use controls.

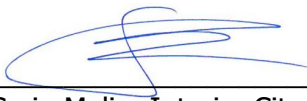
FISCAL IMPACT

None. The actual cost to Seaside of these Army obligations will be fully reimbursed.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 9.F.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Jessica Riley, Finance Director

DATE: January 16, 2025

**SUBJECT: REVIEW AND ACCEPT ANNUAL REPORT ON USE OF
DEVELOPMENT IMPACT FEES**

RECOMMENDATION

Accept the Annual Report.

BACKGROUND

In order to comply with the California Government Code Subsection 66006(b)(1), the City must report annually on the amount of Development Impact Fees collected, the beginning and ending balances in the account and any interest earned, as well as other categories set forth in that section. The reports are due within one hundred eighty days of the close of the fiscal year. The Annual Report was published to the public and council with the December 19, 2024 information on the five-year report. The council must review the information at a regularly scheduled public meeting. As of the date of the report, City staff did not receive any request from interested parties which would have required special notice.

The Mitigation Fee Act, California Government Code Section 66000 et. seq. authorizes the City of Seaside (City) to impose, collect and expend mitigation fees to offset the impact of development within the City. The only impact fees currently collected by the City are imposed as conditions of approval in specific developer agreements and are commonly referred to as "fair share fees". The City has adopted a water capacity fee. However, no water capacity fees have been collected thus far.

The Annual Fee report was published on December 19, 2024. Attachment 1 contains all of the information required by Section 66006 subdivision (b). In short, the City collected roughly \$80,000 in new fees relating to the South Tioga T-1 Mitigation project,

which is a traffic mitigation at the intersection of Fremont and Del Monte. The City also accrued \$26,075 in interest. The City expended \$178,725 of previously-collected fees on design for a new fire station on the north side of the City, which is estimated to begin construction in fiscal year 2024/25.

Development impact fees are separately accounted for from all other City funds and accounts in accordance with accounting standards. Interest earned on each fee is deposited into its designated fund or account and used only for the purpose for which the fee is collected.

FISCAL IMPACT

There are no fiscal impacts associated with accepting the report.

ATTACHMENTS

1. Developer Impact Fees Annual Report FY24
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

City of Seaside, California

Development Impact Fees Report Developer Agreement Fair Share Fees

Fiscal Year Ended June 30, 2024



Prepared by City of Seaside Finance Director
Jessica Riley

City of Seaside, California
Development Impact Fees Report
Developer Fair Share Fees
Fiscal Year Ended June 30, 2024

For purpose of compliance with California Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented in connection with the City's Impact Fees fund:

(A) A brief description of the type of fee in the account or fund.

Fair Share Fees - Fees collected are used for the planning, design, construction or support activities of facilities in existence at the time the charge is imposed or for new facilities to be constructed in the future that are necessitated by the development project.

(B) The amount of the fee.

FY 2023/24:

Fair Share Fees: \$80,673

(C) The beginning and ending balance of the account or fund. See statement below.

(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures and Changes in Fund Balance	
For the Year Ended Jun 30, 2024	
REVENUES	
South Tioga T-1 Mitigation	\$ 80,673
Interest	\$ 26,075
Total Revenues	\$ 106,748
EXPENDITURES	
Fire Station Design	\$ 178,725
Total Expenditures	\$ 178,725
OTHER FINANCING SOURCES (USES)	
Transfers in	\$ -
Transfers out	\$ -
Total Other Financing Sources & Uses	\$ -
REVENUES OVER (UNDER) EXPENDITURES	\$ (71,976)
Beginning Fund Balance as of 07/01/23	\$ 883,547
Ending Fund Balance as of 06/30/24	\$ 811,571

City of Seaside, California
Development Impact Fees Report
Developer Fair Share Fees
Fiscal Year Ended June 30, 2024

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

- Fees were transferred to the Capital Project fund for Government Facilities (Fund 344) . The transferred funds were used for design of a second fire station on the north side of the City of Seaside.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Fires Station # 2 Design and Construction

- A Second Fire Station on the North side of the City of Seaside
- Estimated cost is \$20,000,000.00 and design is scheduled to be undertaken in FY 22/23 and construction planned for FY 24/25.

Traffic signal for Del Monte Boulevard and Fremont Boulevard

- Estimated cost and inclusion in the in the CIP schedule at the mid-year review for fiscal year 2024-25.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

- Fees were transferred to the Capital Project fund for Government Facilities (Fund 344) . The transferred funds were used for design of a second fire station on the north side of the City of Seaside.

(H) The amount of the refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.G.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: January 16, 2025

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND SOFTBALL FOR THEIR 2025 SEASON, AND AUTHORIZE WAIVING THE FEES ASSOCIATED WITH THE USE OF THE SOPER, RUBIO AND CUTINO BASEBALL FIELDS, FOR THE AMOUNT OF \$84,457.50

RECOMMENDATION

Adopt a resolution to approve the Facility Use Agreement with Seaside Pony Baseball and Softball for the use of the baseball fields.

BACKGROUND

Seaside Pony Baseball & Softball was established in 2001 and has used City operated baseball fields with waived fees since its inception. The previous field use agreement, which covered the 2024 season, expired in August of 2024. The agreement includes provisions that Seaside Pony Baseball and Softball will perform "in lieu" services to help offset the revenues from field use fees that are not collected from Seaside Pony Baseball and Softball. The "in lieu" work includes daily field preparation, minor field maintenance at each field, addition of cinder mix to fields when needed, and trash/recycle pick up and disposal.

The Recreation Department received a request from Seaside Pony Baseball and Softball, dated December 3, 2024, for a facility use agreement and a fee waiver for field use, BBQ area use, and lighting fees. For the use of Soper, Rubio and Cutino fields for their 2025 season. The initial request that came in included dates that were unavailable due to City operated programs, and MPUSD Seaside High School Softball use. The City has worked out a schedule with Pony that takes into account the dates that are not

available, and the schedule is reflected on the attached Pony Fees document.

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 personnel are required to open and close restrooms at Soper, Rubio, 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. In addition, 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 increased activity at each of the locations, which equates to more supplies being used on a daily basis.

FISCAL IMPACT

The fees waived under the Field Use Agreement would be as follows if Seaside Pony starts on the estimated start date of February 3, 2025.

Proposed fee waiver fees.

Estimated fees for Soper field usage - \$20,253.50

Estimated fees for Cutino field usage - \$10,904.00

Estimated fees for Metz/Rubio field usage - \$22,762.00

Estimated fees for light usage for Soper & Cutino - \$10,595.00

Estimated fees for BBQ area during tournaments at Soper - \$3,993.00

Total - \$62,812.50

Estimated "hard costs"

Staff hours for all three fields - \$8,970.00

Restroom Supplies - \$7,500.00

Total - \$16,470

Total Fee Waiver - \$84,475.50

The estimated cost of "in lieu" services that Pony provides is between \$10,000-\$15,000. This is for volunteer hours for field maintenance and the materials associated with the maintenance, such as cinder mix, clay, etc.

ATTACHMENTS

1. Resolution
 2. 2025 Facility Use Application - Pony Baseball
 3. 2025 Pony Facility USE AGREEMENT
 4. 2025 Pony Fees
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPTING THE FACILITY USE AGREEMENT WITH SEASIDE PONY
BASEBALL/SOFTBALL FOR THEIR 2025 SEASON**

WHEREAS, the City of Seaside and Seaside Pony Baseball/Softball enter into an Agreement dated January 16, 2025, for the use of Soper, Cutino, and Rubio fields for league practices, games, and tournaments for the 2025 season; and

WHEREAS, the approval of the Facility Use Agreement for the use of Soper, Cutino and Rubio fields is necessary so Seaside Pony can continue to provide recreational baseball and softball programs to the youth of the community; and

WHEREAS, flexibility is needed to allow other user groups who will be paying usage fees the ability to use facilities in order to achieve cost recovery goals identified in the Recreation Programs Cost Recovery Policy; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approves the Facility Use Agreement for Seaside Pony for the 2025 season.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of January 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



SEASIDE CALIFORNIA

Facility (Field) Use Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Guidelines for Use of City Fields

1. No fee waivers or extensions will be issued over the counter. Established groups, such as Seaside Pony Baseball, Seaside Raiders and Seaside PAL shall submit fee waiver requests to the Resource Management Department. Resource Management staff will submit these requests to the City Council. All others shall apply to the Special Events Committee. Requests approved by the Committee will be submitted by Recreation and Community Development staff to Council for consideration.
2. A minimum of 30 days lead time is required for each request. This will allow staff sufficient time to prepare the staff report for submission to Council.
3. Requests shall include a complete list of the days, dates and hours requested for use of City fields. Requests shall include a listing of all services required, such as use of snack bar, field lights, additional staff, and additional field preparation, and other special needs.
4. Before the start of each season, each group shall submit a list of current board members, along with contact information. A single point of contact (the authorized representative) shall be designated, and this person shall be authorized to make decisions for the group. The group shall notify the City if the authorized representative changes. Requests to the City will be accepted only from the authorized representative.
5. Each group will enter into a Use Agreement with the City for use of the fields. Before the start of each season, City staff will meet with the authorized representative and interested board members to discuss the terms of the Use Agreement. Terms of the Use Agreement will be enforced.
6. Groups will not be given any keys to the snack bars, restrooms or fields until all conditions of the Use Agreement have been met (including proof of insurance, 401(c)3 status, etc.).
7. A deposit requirement of \$500 may be considered for the new season for each group requesting a fee waiver. Staff will document any instances of violations of the terms of the Use Agreement during the previous season. The deposit would cover the return of keys, cleanup of the fields, restrooms and snack bars. If collected, the deposit would be returned in full if all keys are returned and the fields, restrooms and snack bars have been kept in good condition during the season. Some or all of the deposit would be withheld if all keys are not returned or if the grounds have not been properly maintained. If the Police Department is called to the park during a time that the field has been reserved and the group is found to be in violation of City Code or there are any Health Department violations attributable to the group, the entire deposit would automatically be forfeited.
8. Groups are not allowed to charge the public for parking on City property at group events. If the group would like to solicit donations, they must obtain a no-fee permit in advance, in accordance with Chapter 5.28 (Charitable Solicitation), of the City Municipal Code.

Attachments:

1. Questionnaire
2. Field Use Application
3. Key Request *(to fill out with staff)*



SEASIDE CALIFORNIA

Facility (Field) Use Application

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

1 - QUESTIONNAIRE

Date: 12/12/2024

CONTACT INFORMATION:

Organization: Seaside Pony Baseball & Softball
Name: E.J. Navarro P.O. Box 1053
Address: P.O. Box 1053 City: Seaside State: CA
Phone: 831-512-4776 Email: president@seasidepony.com

ORGANIZATION INFORMATION:

☐ Private ☒ Non-Profit ☐ Public ☐ Profit
If non-profit, Tax ID #: 77-0431396

Year of establishment: 2001 Number of members: 175
Number of Seaside resident members: 175 Do members pay dues? ☐ Yes ☐ No

BOARD MEMBERS:

Name	Title	Telephone
1. EJ Navarro	President	831-512-4776
2. Jeremy Vanderkraats	Vice-president	831-277-6697
3. Kristi Marotta	Treasurer	510-786-7739
4. Kelsey Knox	Secretary	831-917-6008
5. Will Hunter	Sponsor Coordinator	831-236-5005
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: Seaside Pony Baseball & Softball

QUESTIONNAIRE (continued):

1. Is your organization affiliated with any national, federal, state, county or local agency?
☐ No ☒ Yes, agency name: PONY Baseball
2. Is your organization youth oriented?
☐ No ☒ Yes, number of Seaside youth: 150-200
3. Is membership open to all youth or residents in Monterey County?
☐ No ☒ Yes, number of youth/residents per city: This number can vary from year to year
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: Opening Day - March 8, Picture Day - April TBD,
Shetland World Series - Early July TBD, Bronco Super Regional - To follow Shetland World Series
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:* _____

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? _____

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? Seaside PONY Baseball will maintain all baseball fields and clean areas as needed.



Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

Date: 12/12/2024

Other: _____ ☐ Yes ☐ No



Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

Date: 12/12/2024

Services Requested:

☒ Yes ☐ No

☐ Yes ☒ No

☒ Yes ☐ No

Other: _____ ☐ Yes ☐ No

Date: 12/12/2024

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

Use of field ☒ Yes ☐ No

Use of snack bar ☒ Yes ☐ No

Use of lights ☐ Yes ☐ No

Other: ☐ Yes ☐ No



SEASIDE CALIFORNIA

Facility (Field) Use Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

#4 - KEY REQUEST

Date: _____

Organization: Seaside Pony Baseball & Softball

Key	Currently has Keys	Key Number	New Keys Supplied	Total Number of Keys
Field Gates				
Soper Field Snack Bar & Lights				
Soper Field Store Room				
Cutino Park Snack Bar				
Cutino Lights				
Cutino Back Shed				
Cutino Back Gate				
Metz Park Snack Bar				

AUTHORIZED REPRESENTATIVE:

Name: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

I certify that all of the keys listed above under "Number of Keys Supplied" will be returned to the City of Seaside by the following date: _____

Signature of Applicant: _____

Date: _____

Key deposit in the amount of \$200 (TWO HUNDRED DOLLARS) received on this date. This deposit will be returned upon receipt of all keys listed above under the "Total Number of Keys" column.

Received by: _____

Receipt Number: _____

Date: _____

**USE AGREEMENT
FOR
CITY OF SEASIDE FACILITIES**

This use Agreement is entered into on the first day of January 2025, by and between the City of Seaside, a Municipal Corporation under the laws of the State of California hereinafter referred to as "CITY," and Seaside Pony Baseball & Softball (organization), hereinafter referred to as the "FIELD USER," for the purposes of establishing terms and conditions for the use of the City's various baseball facilities

1. PREMISES

CITY hereby agrees to permit FIELD USER to use the public areas of Metz Park (Rubio Field), Soper Field, and Cutino Park. All located within the Seaside, California.

2. USE OF FACILITY

- a. The parties hereto agree that FIELD USER shall have use of the premises hereinabove described for their 2024 season, commencing February 10, 2025, and ending July 31, 2025, subject to reservations made with the City of Seaside Recreation Services. FIELD USER is required to notify CITY in the event fields will not be used. Failure to notify the CITY of non use may result in a \$50 fee to recoup the cost for the City's staff time.
- b. FIELD USER shall provide the CITY with a monthly schedule identifying the day, time, and team name utilizing the fields to be posted at each field. The monthly schedule shall be submitted to the CITY on the 25th day of the month by completing the Field Usage Schedule (**Attachment 'A'**).
- c. CITY shall give as much notice as possible in the event that the fields will be unavailable due to conditions beyond its control.
- d. In accordance with the City's partnership with the Blue Zones Project of Monterey County, when operating the snack bar facilities at Soper and Rubio Fields, it is recommended that the FIELD USER provide an assortment of healthier food choices, with lower amounts of fat, sugar, and sodium. To accomplish this, FIELD USER is encouraged to:
 - i. Offer more fruits, vegetables, whole grains, and low fat and low calorie foods, including low fat dairy, lean protein sources and lower fat versions of condiments.
 - ii. Offer more minimally processed foods made or foods produced without added sugar and less sodium.
 - iii. Prepare foods using healthy cooking techniques such as baking, roasting, broiling, grilling, poaching, steaming, or stir frying instead of pan frying or deep fat frying to minimize added fat to the food prepared.
 - iv. Offer seasonal and local produce, when possible.
- e. FIELD USER is responsible for adhering to the requirements of the City's Environmentally Preferable Food Packaging rules ([Municipal Code section 8.60](#)) as it relates to the operation of City snack bars.
- f. FIELD USER must follow the guidance from the California Department of Public Health as it continues to be updated.
- g. FIELD USER must adhere to local noise ordinances, and keep amplified music and announcements to a level that doesn't cause a nuisance to the surrounding neighborhoods. Sound levels should only be heard on the field of play.

3. RENTAL AMOUNT

- a. FIELD USER shall pay to CITY for the use of the premises as established in the City of Seaside Fee Schedule, which may be revised during the course of this agreement by action of the City Council. If the fee is adjusted during the course of this agreement, the new fee approved by the City Council will be applied. In lieu of this fee the FIELD USER may provide materials and labor with approval from the CITY. These “in lieu” fees shall include but not be limited to at least the following:
 - Preparation of fields before each use including striping (lime included).
 - Pickup and removal of all trash and debris (including sunflower seed shells) from the City Facility after each use.
 - Provide to the CITY at least 40 cubic yards of “Cinder Mix” as requested.
 - Rake, sweep or blow off the dugouts and spectator areas from the CITY facility after each use and dispose of all debris to include sunflower seeds, peanut shells etc.
 - Clean and maintain the snack bars in accordance with the parameters set by the Monterey County Health Department, and have each snack bar cleaned and all equipment removed at the conclusion of the season. **FIELD USER must contact Monterey County Health Department prior to snack bar operation to determine if there are any changes with types of food that can be sold (i.e. only prepackaged food may be served.)**
 - Provide the City Council in writing a copy of their important dates, to include opening and closing ceremonies, tournament and playoff schedules, and other important dates.
 - Organize a league wide field clean-up day prior to the start of the season.
- b. CITY shall notify FIELD USER of any changes to the fee schedule 45 days prior to applying the new fees for use of the parks.
- c. Payment shall be made on a monthly basis or other schedule agreeable to the City within 30 days of the billing.

4. CONDITION OF FACILITY

CITY agrees to maintain the facilities to include regular trimming of grass. FIELD USER is responsible for proper storage of concessions in Metz’s Snack Bar and Soper Field’s Snack Bar including the elevator area kept clear of storage above and below.

5. MAINTENANCE OR RENOVATION OF FACILITY

- a. CITY shall give as much notice as possible in the event that the facility will be unavailable due to conditions beyond its control, equipment malfunction or other situations requiring emergency maintenance or repairs that would restrict use of the facility by FIELD USER.

6. RESPONSIBILITY FOR PREMISES

- a. FIELD USER shall inspect the facilities upon each use and notify the City of damage or

deficiencies.

- b. FIELD USER shall quit and surrender the premises following each period of use under this Agreement in as good as state and condition as they were at the commencement of each such period. FIELD USER also agrees that if said premises, or the buildings, equipment, or furnishings thereon, are damaged during the term of the Agreement, by act, default, or negligence of FIELD USER, its officers, agents, employees, members, guests, patrons, or any person or persons admitted by FIELD USER to said premises, FIELD USER shall pay to CITY upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of each period of use under this agreement.
- b. FIELD USER shall provide 24 hour notification to the City for non use of facility as outlined in the scheduled identified as **Attachment 'B'** to this agreement.
- c. FIELD USER shall utilize the City of Seaside Weather Line in the event of bad weather. The phone number is 831-718-8600. Coaches and players should all be given this number to find out if fields are closed. The weather line will be updated on Mondays each week, unless there is bad weather mid-week which then it will be updated by 3pm on said day. For weekends the line will be updated by 7:30am.

7. COOPERATION

It is understood that FIELD USER will cooperate with other field users during this period so multiple users can use the fields if space allows. Seaside High school will be using the field on a daily basis and the need to share the facility is imperative. There are also a handful of dates that are unavailable that will be outlined. Cutino Park also have multiple user groups, and FIELD USER will need to adhere to the specific times that have been allocated to them.

8. ALARM AND FIELD LIGHTS

Field User will set the alarm at Soper Field Snack Bar after each use and will turn off field lights at Soper Field at the end of each day's play. Lights at Cutino park will be turned on and off by City Staff.

9. KEYS

The FIELD USER's authorized representative acknowledges receipt of the keys listed on **Attachment 'C'** and agrees to return said keys by August 1, 2025.

10. INSURANCE

- a. FIELD USER shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 - 1. FIELD USER shall provide and maintain at it's own expense, during the terms of this Agreement a comprehensive general liability policy, including but not limited to premises, personal injuries, products, and completed operations, of insurance, satisfactory to CITY, with a combined single limit of not less than 5 million dollars (\$2,000,000) per occurrence for property damage and for bodily injury or death of persons.

2. If the organization has employees or hires an employee during the term of this agreement, evidence of adequate worker's compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than one-million dollars (\$1,000,000) per accident for all covered losses.
- b. All insurance required by this Agreement shall be with a company acceptable to CITY and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, such policy with the coverage required herein shall continue in effect for the duration of this agreement.
 - c. Each insurance policy shall provide an endorsement naming CITY, its officers, agents, employees and volunteers as additional insured and shall further provide that such insurance is primary insurance to any insurance or self - insurance maintained by CITY.
 - d. Each insurance policy shall provide that CITY be given notice in writing at least thirty (30) days in advance of change, cancellation or non-renewal thereof. Said policy shall provide identical coverage for each sub-user, if any performing work under this Agreement, or be accompanied by a certificate of insurance showing each sub-user has identical coverage.
 - e. As a condition precedent to CITY performance pursuant to this Agreement, FIELD USER shall file with a certificate of insurance with the City Risk Management Officer, on or before City facilities are utilized by FIELD USER showing that they have in effect the insurance required by this Agreement. FIELD USER shall file a new or amended certificate of insurance promptly after any change is made to any insurance policy which would alter the information on the certificate then on file.
 - f. FIELD USER acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform FIELD USER 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.
 - g. FIELD USER shall 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.

11. INDEMNITY

- a. FIELD USER shall defend, indemnify and hold harmless CITY and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the FIELD USER, its agents or employees, in the performance of the work and/or any activity related to this contract.
- b. CITY shall indemnify and hold harmless FIELD USER and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by any reason of any act, error or omission of the CITY, its agents or employees, in the performance of the any work related to this contract.

- c. FIELD USER shall so conduct its activities upon the premises so as not to endanger any person lawfully thereon; FIELD USER hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, expressed or implied, of its officers, agents, employees, or members.

12. COMPLIANCE WITH LAWS

FIELD USER shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside, or any department or agency thereof, including such regulations now in force or to be established pertaining to use of the premises.

13. TRANSFERABILITY

This agreement applies exclusively to Seaside Pony Baseball & Softball and field use privileges will not be transferred to any other group or individual. Any other groups or individuals wishing to use City of Seaside fields must apply in advance to the Recreation Services Department for consideration by department.

FIELD USER shall not sublease in whole or any part of the premises and shall not assign, hypothecate, or mortgage any or all of its rights hereunder, without the prior written consent of CITY.

14. TERM OF AGREEMENT

- a. This agreement shall remain in effect until July 31, 2025, agreement requires proof of current liability insurance naming the City of Seaside as additional insurers and updated **Attachments 'A', 'B', and 'C'**.
- b. This agreement may be terminated by either party upon thirty (30) days written notice.

15. NONDISCRIMINATION

FIELD USER will not discriminate against any participant based on race, color, sex, origin, disability, or any other protected classification.

16. TAX EXEMPT STATUS

If applicable, FIELD USER shall submit a copy of the letter from the Internal Revenue Service determining their tax exempt status under 501 c (3) of the Internal Revenue Code and a copy of the letter from the State of California Franchise Tax Board determining tax exempt status under Section 23710 (d) Revenue and Taxation Code prior to execution of this agreement.

17. NOTICE

All notices herein provided to be given, or which may be given by either party to the other, shall have been 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, or personally served on:

CITY OF SEASIDE
Recreation Services

986 Hilby Avenue
Seaside, CA. 93955

SEASIDE PONY BASEBALL & SOFTBALL
P.O. Box 1022
Seaside, CA 93955

18. ATTORNEY FEES AND COSTS

Should either party to this Agreement bring suit against another party (formal Judicial proceeding, mediation or arbitration), for breach of any term, covenant, condition or obligation contained herein for the recovery of any sum due hereunder, or for any summary action for forfeiture of this Agreement or to prevent further violations of any of the terms, covenants, conditions, or obligations, or for any other relief then, and in that event, the case shall be handled in Monterey County, California, and the prevailing party in such suit or summary action shall be entitled to a reasonable attorney's fee to be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between FIELD USER and CITY. No term, provision, or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a writing executed by both FIELD USER and CITY.

Authorized Representative
FIELD USER- Seaside Pony Baseball & Softball

Date

City Manager
City of Seaside
CITY OF SEASIDE

Date

SEASIDE PONY
2025 FIELD USAGE CALCULATIONS

	A	B	C	D	E	F	G	H	I	J	K	M
1	BASED ON PREVIOUS PONY USAGE											
2		Metz		Soper					Cutino			
3	2025 PONY FIELD USAGE REQUESTED DATES Monday-Sunday	3.5 hours per weekday. 12 hours on Saturdays & Sundays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. Some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Wednesdays are unavailable starting April for City of Seaside Soccer. Tuesdays & Thursdays are unavailable starting June for JR Giants.			
4		4	hrs			4hrs field usage						
5	Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
6	Monday, February 10, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
7	Tuesday, February 11, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
8	Wednesday, February 12, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
9	Thursday, February 13, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
10	Friday, February 14, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50				
11												
12	Saturday, February 15, 2025	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	N/A	N/A	N/A	N/A
13	Sunday, February 16, 2025	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00				
14	Monday, February 17, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
15	Tuesday, February 18, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
16	Wednesday, February 19, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
17	Thursday, February 20, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
18	Friday, February 21, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50				
19												
20	Saturday, February 22, 2025	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	N/A	N/A	N/A	N/A
21	Sunday, February 23, 2025	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00				
22	Monday, February 24, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
23	Tuesday, February 25, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
24	Wednesday, February 26, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
25	Thursday, February 27, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
26	Friday, February 28, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50				
27												
28	Saturday, March 1, 2025	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	N/A	N/A	N/A	N/A
29	Sunday, March 2, 2025	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00				
30	Monday, March 3, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
31	Tuesday, March 4, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
32	Wednesday, March 5, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
33	Thursday, March 6, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
34	Friday, March 7, 2025	\$101.50	\$101.50	\$72.50	2		\$32.50	\$137.50				
35												
36	Saturday, March 8, 2025	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50
37	Sunday, March 9, 2025	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00				
38	Monday, March 10, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
39	Tuesday, March 11, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
40	Wednesday, March 12, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
41	Thursday, March 13, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
42	Friday, March 14, 2025	\$101.50	\$101.50	N/A SHS	N/A SHS		N/A SHS	N/A SHS				\$0.00

SEASIDE PONY
2025 FIELD USAGE CALCULATIONS

	A	B	C	D	E	F	G	H	I	J	K	M
1	BASED ON PREVIOUS PONY USAGE											
2		Metz		Soper					Cutino			
3	2025 PONY FIELD USAGE REQUESTED DATES Monday-Sunday	3.5 hours per weekday. 12 hours on Saturdays & Sundays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. Some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Wednesdays are unavailable starting April for City of Seaside Soccer. Tuesdays & Thursdays are unavailable starting June for JR Giants.			
4		4	hrs			4hrs field usage						
5	Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
43												
44	Saturday, March 15, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
45	Sunday, March 16, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
46	Monday, March 17, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
47	Tuesday, March 18, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
48	Wednesday, March 19, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
49	Thursday, March 20, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
50	Friday, March 21, 2025	\$101.50	\$101.50	N/A SHS	N/A SHS		N/A SHS	N/A SHS				
51												
52	Saturday, March 22, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
53	Sunday, March 23, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
54	Monday, March 24, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
55	Tuesday, March 25, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
56	Wednesday, March 26, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
57	Thursday, March 27, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
58	Friday, March 28, 2025	\$101.50	\$101.50	N/A SHS	N/A SHS		N/A SHS	N/A SHS				
59												
60	Saturday, March 29, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
61	Sunday, March 30, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
62	Monday, March 31, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
63	Tuesday, April 1, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
64	Wednesday, April 2, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	N/A	N/A	N/A	N/A
65	Thursday, April 3, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
66	Friday, April 4, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00				
67												
68	Saturday, April 5, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
69	Sunday, April 6, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
70	Monday, April 7, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
71	Tuesday, April 8, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
72	Wednesday, April 9, 2025	\$101.50	\$101.50	N/A SHS	N/A SHS		N/A SHS	N/A SHS	N/A	N/A	N/A	N/A
73	Thursday, April 10, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
74	Friday, April 11, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00				
75												
76	Saturday, April 12, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
77	Sunday, April 13, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
78	Monday, April 14, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
79	Tuesday, April 15, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50

SEASIDE PONY
2025 FIELD USAGE CALCULATIONS

	A	B	C	D	E	F	G	H	I	J	K	M
1	BASED ON PREVIOUS PONY USAGE											
2		Metz		Soper					Cutino			
3	2025 PONY FIELD USAGE REQUESTED DATES Monday-Sunday	3.5 hours per weekday. 12 hours on Saturdays & Sundays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. Some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Wednesdays are unavailable starting April for City of Seaside Soccer. Tuesdays & Thursdays are unavailable starting June for JR Giants.			
4		4	hrs	4hrs field usage								
5	Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
80	Wednesday, April 16, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	N/A	N/A	N/A	N/A
81	Thursday, April 17, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
82	Friday, April 18, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00				
83												
84	Saturday, April 19, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
85	Sunday, April 20, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
86	Monday, April 21, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
87	Tuesday, April 22, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
88	Wednesday, April 23, 2025	\$101.50	\$101.50	N/A SHS	N/A SHS		N/A SHS	N/A SHS	N/A	N/A	N/A	N/A
89	Thursday, April 24, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
90	Friday, April 25, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00				
91												
92	Saturday, April 26, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
93	Sunday, April 27, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
94	Monday, April 28, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
95	Tuesday, April 29, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
96	Wednesday, April 30, 2025	\$101.50	\$101.50	N/A SHS	N/A SHS		N/A SHS	N/A SHS	N/A	N/A	N/A	N/A
97	Thursday, May 1, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
98	Friday, May 2, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00				
99												
100	Saturday, May 3, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
101	Sunday, May 4, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
102	Monday, May 5, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
103	Tuesday, May 6, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
104	Wednesday, May 7, 2025	\$101.50	\$101.50	N/A SHS	N/A SHS		N/A SHS	N/A SHS	N/A	N/A	N/A	N/A
105	Thursday, May 8, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
106	Friday, May 9, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00				
107												
108	Saturday, May 10, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
109	Sunday, May 11, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
110	Monday, May 12, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
111	Tuesday, May 13, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
112	Wednesday, May 14, 2025	\$101.50	\$101.50	N/A SHS	N/A SHS		N/A SHS	N/A SHS	N/A	N/A	N/A	N/A
113	Thursday, May 15, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
114	Friday, May 16, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00				
115												
116	Saturday, May 17, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00

SEASIDE PONY
2025 FIELD USAGE CALCULATIONS

	A	B	C	D	E	F	G	H	I	J	K	M
1	BASED ON PREVIOUS PONY USAGE											
2		Metz		Soper					Cutino			
3	2025 PONY FIELD USAGE REQUESTED DATES Monday-Sunday	3.5 hours per weekday. 12 hours on Saturdays & Sundays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. Some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Wednesdays are unavailable starting April for City of Seaside Soccer. Tuesdays & Thursdays are unavailable starting June for JR Giants.			
4		4	hrs			4hrs field usage						
5	Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
117	Sunday, May 18, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
118	Monday, May 19, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
119	Tuesday, May 20, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
120	Wednesday, May 21, 2025	\$101.50	\$101.50	\$72.50	1		\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
121	Thursday, May 22, 2025	\$101.50	\$101.50	\$72.50	1	\$121.00	\$32.50	\$105.00	\$116.00	1	\$32.50	\$148.50
122	Friday, May 23, 2025	\$101.50	\$101.50	\$72.50	1	\$121.00	\$32.50	\$105.00				
123												
124	Saturday, May 24, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
125	Sunday, May 25, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50				
126	Monday, May 26, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
127	Tuesday, May 27, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
128	Wednesday, May 28, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
129	Thursday, May 29, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
130	Friday, May 30, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				
131												
132	Saturday, May 31, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
133	Sunday, June 1, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
134	Monday, June 2, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
135	Tuesday, June 3, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
136	Wednesday, June 4, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
137	Thursday, June 5, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
138	Friday, June 6, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				
139												
140	Saturday, June 7, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
141	Sunday, June 8, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
142	Monday, June 9, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
143	Tuesday, June 10, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
144	Wednesday, June 11, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
145	Thursday, June 12, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	N/A	N/A	N/A	N/A
146	Friday, June 13, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50				
147												
148	Saturday, June 14, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
149	Sunday, June 15, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50				
150	Monday, June 16, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
151	Tuesday, June 17, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
152	Wednesday, June 18, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
153	Thursday, June 19, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A

SEASIDE PONY
2025 FIELD USAGE CALCULATIONS

	A	B	C	D	E	F	G	H	I	J	K	M
1	BASED ON PREVIOUS PONY USAGE											
2		Metz		Soper					Cutino			
3	2025 PONY FIELD USAGE REQUESTED DATES Monday-Sunday	3.5 hours per weekday. 12 hours on Saturdays & Sundays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. Some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Wednesdays are unavailable starting April for City of Seaside Soccer. Tuesdays & Thursdays are unavailable starting June for JR Giants.			
4		4	hrs	4hrs field usage								
5	Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
154	Friday, June 20, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				
155												
156	Saturday, June 21, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
157	Sunday, June 22, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
158	Monday, June 23, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
159	Tuesday, June 24, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
160	Wednesday, June 25, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
161	Thursday, June 26, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	N/A	N/A	N/A	N/A
162	Friday, June 27, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				
163												
164	Saturday, June 28, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
165	Sunday, June 29, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50				
166	Monday, June 30, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
167	Tuesday, July 1, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	N/A	N/A	N/A	N/A
168	Wednesday, July 2, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
169	Thursday, July 3, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	N/A	N/A	N/A	N/A
170	Friday, July 4, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50				
171												
172	Saturday, July 5, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
173	Sunday, July 6, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50				
174	Monday, July 7, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
175	Tuesday, July 8, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	N/A	N/A	N/A	N/A
176	Wednesday, July 9, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
177	Thursday, July 10, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	N/A	N/A	N/A	N/A
178	Friday, July 11, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50				\$0.00
179												
180	Saturday, July 12, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
181	Sunday, July 13, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50				
182	Monday, July 14, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
183	Tuesday, July 15, 2025	\$101.50	\$101.50	\$116.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
184	Wednesday, July 16, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
185	Thursday, July 17, 2025	\$101.50	\$101.50	\$116.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
186	Friday, July 18, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50				
187												
188	Saturday, July 19, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
189	Sunday, July 20, 2025	\$212.00	\$212.00	\$212.00	1	\$121.00	\$32.50	\$244.50				
190	Monday, July 21, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	N/A	N/A	N/A	N/A

SEASIDE PONY
2025 FIELD USAGE CALCULATIONS

	A	B	C	D	E	F	G	H	I	J	K	M
1	BASED ON PREVIOUS PONY USAGE											
2		Metz		Soper					Cutino			
3	2025 PONY FIELD USAGE REQUESTED DATES Monday-Sunday	3.5 hours per weekday. 12 hours on Saturdays & Sundays		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. Some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays.					4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Wednesdays are unavailable starting April for City of Seaside Soccer. Tuesdays & Thursdays are unavailable starting June for JR Giants.			
4		4	hrs	4hrs field usage								
5	Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
191	Tuesday, July 22, 2025	\$101.50	\$101.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
192	Wednesday, July 23, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	N/A	N/A	N/A	N/A
193	Thursday, July 24, 2025	\$101.50	\$101.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
194	Friday, July 25, 2025	\$101.50	\$101.50	\$116.00	1	\$121.00	\$32.50	\$148.50	N/A	N/A	N/A	N/A
195												
196	Saturday, July 26, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$32.50	\$181.00
197	Sunday, July 27, 2025	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
198	Monday, July 28, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
199	Tuesday, July 29, 2025	\$101.50	\$101.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
200	Wednesday, July 30, 2025	\$101.50	\$101.50	\$116.00	1		\$32.50	\$148.50	\$116.00	1	\$32.50	\$148.50
201	Thursday, July 31, 2025	\$101.50	\$101.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
202	Total - 171 days		\$22,762.00	\$20,253.50	\$186.00	\$3,751.00	\$6,045.00	\$26,066.50	\$10,904.00	132	\$4,290.00	\$15,194.00
203												
204	Amount requesting to be waived											
205	FIELDS	FIELD FEE SPRING	FALL BALL	TOAL FIELD USE	LIGHTS FEE	BBQ Area Fee	Hard Cost staff hours	Hard Cost Restroom Supplies	TOTAL			
206	METZ	\$22,762.00	\$0.00	\$22,762.00	\$0.00	\$0.00	\$2,990.00	\$2,500.00	\$28,252.00			
207	SOPER	\$20,253.50	\$0.00	\$20,253.50	\$6,045.00	\$3,751.00	\$2,990.00	\$2,500.00	\$35,539.50			
208	CUTINO	\$10,904.00	\$0.00	\$10,904.00	\$4,290.00	\$0.00	\$2,990.00	\$2,500.00	\$20,684.00			
209		\$53,919.50	\$0.00	\$53,919.50	\$10,335.00	\$3,751.00	\$8,970.00	\$7,500.00	\$84,475.50			
210												



CITY OF SEASIDE STAFF REPORT

Item No.: 9.H.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: January 16, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE
PROFESSIONAL SERVICE AGREEMENT WITH PAVEMENT
ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT
SERVICES FOR THE 2024 HOT SPOT PAVEMENT REPAIR
PROJECT FOR AN AMOUNT NOT TO EXCEED \$58,900.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Pavement Engineering Inc. (PEI) for Construction Management Services for the 2024 Hot Spot Pavement Repair Project for an amount not to exceed \$58,900.00 and authorize the City Manager to execute up to an additional 15% contingency for written amendments and extensions, such that the full value may not exceed \$67,735.00.

BACKGROUND

The 2024 Hot Spot Pavement Repair Project (Project) includes 4-inch deep "dig out" pavement repairs totaling 15,000 square feet and 1-1/2 inch thin maintenance overlays on eight street segments located throughout the City.

JV Lucas Paving Inc. construction agreement will be considered at this January 16th Council Meeting under a separate item. The project is expected to take 45 working days to complete and requires construction coordination, daily oversight of the contractor and material testing.

The City does not have the personnel resources to provide construction management, inspection services, and material testing at this time. PEI is on the City approved list of

consultants to perform professional and technical services for implementation of the Capital Improvement Program. At the request of the City, PEI submitted a proposal to provide construction management services for the Project. The services include pre-construction coordination, submittal review, contractor coordination, response to contractor's request for information, processing change order requests, quantity calculations, progress estimates, daily inspections, site documentation, materials testing, and project closeout. PEI has successfully provided construction management and inspection services for pavement capital improvement projects and is currently contracted for material testing on the 2023 Pavement Rehabilitation Project. Staff reviewed the proposal and found the scope and fee acceptable.

FISCAL IMPACT

The amendment to the professional services agreement with PEI is for an amount not to exceed \$58,900.00 and with 15% contingency a total of \$67,735.00. There is \$855,566.00 in the adopted budget for the 2024 Hot Spot Pavement Repair Project in account (212-8920-9600).

ATTACHMENTS

1. Resolution
2. PEI PSA Amendment

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH PAVEMENT ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT
SERVICES FOR THE 2024 PAVEMENT REPAIR PROJECT FOR AN AMOUNT NOT
TO EXCEED \$58,900.00.**

WHEREAS, 2024 Hot Spot Pavement Repair Project (Project) design entails field investigation and evaluation of pothole locations based upon the Public Works frequently requested locations and See Click Fix reported pothole locations; and

WHEREAS, Pavement Engineering Inc. (PEI) prepared bid documents for the 2024 Hot Spot Pavement Repair Project which includes 4-inch deep "dig out" pavement repairs totaling 15,000 square feet and thin maintenance overlays on eight roadway sections; and

WHEREAS, on December 5, six bids were received and JV Lucas Paving Inc. was determined to have the lowest responsive and responsible bid in the amount of \$614,032.50 which will be considered at this January 16, 2024 meeting; and

WHEREAS, the Project requires daily inspection, review submittals and respond to request for information submitted by the contractor during construction in addition to material testing; and

WHEREAS, PEI is on the City approved list of consultants to perform professional and technical services for implementation of the Capital Improvement Program; and

WHEREAS, PEI submitted a proposal to amend their existing professional services agreement to perform construction management, inspection, and material testing services for the Project from pre-construction through project closeout in the amount of \$58,900.00; and

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

WHEREAS, an amount of \$8,835.00 contingency, 15% of the amendment value, should be authorized on an as required basis; and

WHEREAS, there are sufficient funds in the Pavement Rehabilitation account (212-8920-9600) for PEI to perform construction management services as described above for the 2024 Hot Spot Pavement Repair Project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment with Pavement Engineering Inc. for construction management services for the 2024 Hot Spot Pavement Repair Project for an amount not to exceed \$58,900.00.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 15% contingency for written amendments and extensions such that the full value may not exceed \$67,735.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 16th day of January, 2025, 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

**CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside**

Date: January 26, 2025

Change Requested by: X City/District Consultant

Contract Date

Project Name

10/03/2024

2024 Hot Spot Pavement Repair

To (Consultant): Pavement Engineering Incorporated, 3485 Sacramento Drive, Suite A, San Luis Obispo, CA 93401

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

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

MODIFY the following text in **Section 1, “Term”**

This Agreement shall commence on the effective date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026 unless sooner terminated pursuant to the provisions of this Agreement.

MODIFY the following text in **Section 2, “Services”**

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

MODIFY the following text in **Section 5, “Payment”**

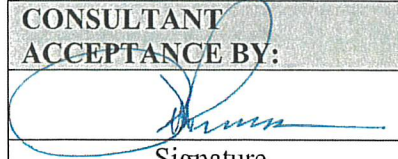
(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B1**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Eleven Thousand, Five Hundred Twenty Dollars (\$111,520.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

MODIFY the following text in **Section 22, “Contents of Request for Proposal and Proposal”**

Consultant is bound by the contents of City's Request for Proposal, Exhibit D hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit A and A1** attached hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposal.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$52,620.00	\$0	\$58,900.00	\$111,520.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
24 Months	June, 30, 2025	12 Months	June, 30, 2026

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Thomas Korman Public Works Director/City Engineer	1/6/2025
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin Interim City Manager	
Signature	Name and Title	Date
CONSULTANT ACCEPTANCE BY:		
	Joe Ririe, P.E. Principal Engineer	1/2/2025
Signature	Name and Title	Date

December 17, 2024

MP24-683B

Leslie Llantero
Engineering Division
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Subject: Proposal for Construction Management and Engineering Support,
Inspection and Quality Assurance Control Services the 2024 Hot Spot
Pavement Repair Project

Dear Leslie:

At your request, we are providing our proposal for construction management and engineering support, inspection and quality assurance control services for the subject project.

Our proposal includes providing complete construction engineering support, construction inspection and material testing services during construction. The scope of work can be modified to reflect any areas where the City will provide services. All work will be overseen directly by a registered engineer. Inspection personnel will depend on the exact timing of the project work.

SCOPE OF WORK

Task 4 – Construction Management and Engineering Support

PEI will provide construction management (CM) and engineering support throughout the duration of the project. For this task, PEI will provide a Resident Engineer / Project Manager to provide full-time CM services throughout the construction and close-out phases. The engineer assigned to the project will work closely with the City and will provide the support as requested. Our scope of services for this task will include the following:

1. Pre-Construction Meeting

Conduct the pre-construction meeting, which will include the City, the Construction Manager, the design engineer, contractor, major subcontractors, and any other project stakeholders. Prepare agenda and minutes for the pre-construction meeting. The pre-construction meeting shall include a discussion of all items which are critical to the funding for the project.

2. Contact Information

Gather, distribute and file contact information sheet containing names and contact information for local agency/consultants/contractor, including a contact list of key personnel to be contacted in the event of an emergency on the project. Provide copies to fire, police and other emergency groups at the beginning of the project.

3. Project Meetings

Conduct and document weekly progress meetings and other special technical meetings. Prepare agenda describing key issues, schedule status, quality control / quality assurance, RFI's, submittals, potential change orders and other topics as needed. Prepare minutes of the weekly meetings.

4. Schedule Management

Review contractor's as-planned schedule for conformance with the specifications and for reasonableness of activity durations and sequence. Coordinate review comments by the City and the design engineer and transmit review comments to the contractor. Meet with the contractor to discuss and clarify any significant issues. Review revised and/or updated schedules as required. Review work progress as compared to the as-planned schedule and notify contractor of schedule slippage. Analyze schedule to determine impact of the weather and change orders on the construction schedule. Review contractor's updates of the construction schedule which incorporates actual progress, weather delays, and change order impacts.

5. Maintain Project Records

Maintain project records including daily logs, weekly report of working- days, inspection reports, compliance testing results, photos, measurement of quantities, schedules and correspondence. Project records shall be kept in an organized manner with an index that describes each file category.

6. Weigh Master Certificates

Weigh master certificates shall be validated by the inspector at the point of delivery.

7. Working Days

On a weekly basis, provide City with a copy of the weekly statement of working days.

8. Prepare Monthly City Payment Reports

Prepare and submit to the City a monthly progress report including construction progress summary, construction cash flow and payments, and summary logs for proposed change orders (PCO's) and change orders.

9. Review Monthly Progress Payments

Evaluate the monthly progress payment requests from the Contractor, negotiate differences over payment, and recommend payment to the City. Progress payment documentation shall provide a suitable accounting trail to support documentation for contract work (e.g., items, CCOs, etc.) back to a source document (e.g., Q sheet). Quantity pay sheet calculations shall be checked by a separate individual, other than the inspector and quantities paid shall be monitored and checked against estimated quantities.

10. Traffic Control

The inspector and Construction Manager shall ensure the traffic control plan requirements are being followed.

11. Requests for Information (RFIs)

Coordinate and manage the RFI evaluation and response process. This includes log, transmit to the design engineer for response, coordinate with design engineer on field status, track progress, review response, and transmit response to contractor.

12. Potential Change Orders (PCOs) and Change Orders

Coordinate and manage the change orders process, including log, review in conjunction with design engineer and City, assist with determination of changed conditions and scope definition as needed, assist with negotiation, and incorporate change orders into the construction contract.

13. Coordinate Submittal and Shop Drawing Review Process

Coordinate and manage the submittal/shop drawing review process. This work includes log, transmit to design engineer for response, coordinate with design engineer on field status, track progress, review response, and transmit response to contractor.

14. Permits Compliance

Monitor Contractor compliance with construction permits and CEQA mitigation measures. Coordinate with design engineer for compliance. Recommend course of action to City if required measures are not being met by the Contractor.

15. Monitor Construction Record Drawings

Monitor construction record drawings maintained by the Contractor and inspector on a regular basis.

16. Claims Management

Analyze potential claims for additional compensation that are submitted during the construction period and make recommendations to resolve them. Perform claims administration, including coordination and monitoring claims response preparation, logging claims, and tracking claims status.

17. Field Inspection

Provide construction inspection to monitor the Contractor's work for compliance with the contract documents.

18. Photograph or Video Documentation

Prepare a video or photo documentation of initial site conditions prior to Contractor's commencement of construction. Provide additional photos of construction progress.

19. Field Changes

Document field changes to the Drawings and Specifications.

20. Inspection Reports

Prepare and review Daily Inspection Reports. Each daily inspector report shall be reviewed by the Construction Manager.

21. Geotechnical Observation

The construction manager will coordinate for geotechnical observation and testing and materials testing by PEI personnel. Data will be coordinated with the contractor and stored in the project files.

22. Substantial Completion and Punch List

Construction manager will schedule with the City and the design engineer to conduct substantial completion inspections and issue punch lists.

23. Project Documents

Construction manager will provide the City with a complete set of all records of the project, indexed and properly filed, and a listing of warranties provided under the project including the items covered and the warranty duration.

24. Close Out

Prepare the final pay estimate and balance change orders, prepare the Notice of Completion, and coordinate retention release.

Tasks 5 & 6 – Quality Assurance and Laboratory Testing for HMA Construction

During paving operations, PEI will provide full-time inspection services to observe all paving construction activities at the site and provide field testing and laboratory testing necessary to determine if the contractor is providing the required quality of workmanship and materials during construction.

PEI's inspector will provide laydown inspection including thickness and temperature monitoring during the placement of the hot mix asphalt (HMA). In addition, our inspector will provide field density tests using a nuclear density gauge to monitor the contractor's compaction efforts. Monitoring the compaction efforts of the contractor while the asphalt concrete materials are being placed will help the contractor with compaction. Once the asphalt concrete has cooled, the opportunity to obtain higher compaction is lost. Our inspector's goal is to work with the contractor and their QC lab by providing compaction feedback to achieve the highest relative density possible.

During HMA construction, PEI will include quality assurance testing of the asphalt concrete materials used for the digouts, thin maintenance overlay. We will collect asphalt concrete samples and perform mix design tests at a rate of 1 per 2 days of paving. Asphalt mix tests include determining the following: Stability (CTM 366), LTMD (CTM 308), Rice Gravity (CTM 309), and Air Voids Content (CTM 367).

On the first day of paving each type of HMA material, PEI will perform a production start-up. The production start-up includes coring the placed HMA to correlate the nuclear gauge density and running a full set of mix and aggregate tests to verify the materials with the JMF (Job Mix Formula).

If compaction fails during construction, PEI is equipped to provide, as additional services, the core density / nuclear gauge correlation and / or core densities to establish compaction as outlined in the contract documents.

Our inspection services also includes monitoring the raising and lowering of utilities frames and covers as well as the placement of the striping and pavement markings.

Task 7 - Verification and Determination of Compliance and Acceptance

PEI will be monitoring the materials and contractor's compliance to the plans and specifications throughout the project and will report non-compliant issues as soon as possible, so that the City can notify the contractor that the item will need to be addressed or that a deduction will be in order.

We will prepare a final report that summarizes all the laboratory tests and will address the contractor's compliance with specifications, plans, and applicable adopted standards. Copies of the compaction and laboratory test results will be included. The report will outline any areas of non-compliance.

In addition to the final report, PEI is committed to providing feedback throughout the project. Knowing immediately (in some cases the next day) that density was low, or the supplied material did not meet the specified criteria, creates a pro-active environment to correct the problems as they arise and not after the fact. Having up-to-date information on the contractor's ability to conform to project specifications during the project will assist the City in managing its project and will result in the best possible product.

PROPOSAL FEE AND FEE BREAKDOWN

PEI's fee for this work is based on our experience with similar projects and knowledge of similar construction. Our proposal covers an estimated 45 working day contract. We are estimating twelve (12) inspection days for the pavement portion for the base bid and two (2) days each for the alternative work, with the contractor placing approximately 4,700 tons of HMA and 40,000 square feet of digouts the contractor's actual schedule may result in a different level of effort and a modified estimate.

The outlined level of effort is estimated based on an eight-hour day and providing engineering support / contract administration, testing and inspection services.

We will invoice our work on a time and materials basis as outlined in the attached fee breakdown schedule. Individual fees associated with each task will serve as a guideline for progress payments. Note, the fee schedule accounts for the remaining \$40,000 in design fees being used for this project. Additional materials tests will be invoiced per the enclosed fee breakdown. We will invoice inspection services as follows:

Between 0 and 4 hours will be invoiced at 4 hours
Between 4 and 8 hours will be invoiced at 8 hours

Leslie Llantero
MP24-683B
December 17, 2024
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Our inspection fees account for prevailing wages. Overtime will apply for workdays exceeding eight hours. PEI requires a 72-hour notification of changes in the schedule or a full eight-hour day fee will apply.

This proposal assumes that the City will monitor the contractor pertaining to all labor compliance issues.

All fees and costs associated with this project are subject to final negotiation with the City of Seaside. The enclosed proposal conditions apply. Please feel free to contact me at (805) 781-2265 with any questions.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Senior Principal Engineer

Attachments: Estimated Fee Breakdown Schedule
 Proposal Conditions

pc: C File
 M File
 S File
 E File (lllantero@ci.seaside.ca.us)

Exhibit B1

FEE BREAKDOWN SCHEDULE CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT

TASK 1 PROJECT ADMINISTRATION				
	Position	Rate	Hours	Total
	Senior Principal Engineer	\$270	3	\$810
	Associate Engineer	\$190	21.12	\$4,012
	Senior Engineering Technician	\$165	10	\$1,650
			Est. Total:	\$6,472
TASK 2 PLANS, SPECIFICATIONS and ESTIMATES				
	Senior Principal Engineer	\$270	3	\$810
	Associate Engineer	\$190	22.25	\$4,228
	Senior Engineering Technician	\$165	1	\$165
	Engineering Technician	\$150	0	\$0
			Est. Total:	\$5,203
TASK 3 BID SUPPORT SERVICES				
	Senior Principal Engineer	\$270	3.5	\$945
	Assistant Engineer	\$190	0	\$0
			Est. Total:	\$945
Total Estimated Project Fee:				\$12,620.00

Exhibit B1

Leslie Llantero
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ESTIMATED FEE BREAKDOWN SCHEDULE Construction Management /Engineering Support, Construction Inspection and Quality Assurance City of Seaside 2024 Hot Spot Repair Pavement Project

Task 4 Construction Management and Engineering Support				
Position		Units	Rate	Total
Senior Principal Engineer (PEI)		35	\$270 / hour	\$9,450
Project Manager / Resident Engineer		90	\$190 / hour	\$17,100
Associate Engineer (PEI)		25	\$190 / hour	\$4,750
Clerical		20	\$85 / hour	\$1,700
Estimated Task 1 Fees:				\$33,000
Task 5 Quality Assurance and Inspection				
Position		Units	Rate	Total
Construction Management		70	\$190 / hour	\$13,300
Project Manager / Resident Engineer		70	\$190 / hour	\$13,300
Construction Inspector / Base Bid (12 days)		96	\$155 / hour	\$14,880
Construction Inspector / Alternates (6 days)		48	\$155 / hour	\$7,440
Equipment / Vehicle Usage		18	\$200 / day	\$3,600
Estimated Task 2 Fees:				\$52,520
Task 6 Laboratory Testing				
Position		Units	Rate	Total
Density Cores		12	\$75 / test	\$900
3/8 inch Production Start-up (Hveem)		1	\$1,750 / test	\$1,750
1/2 inch HMA Production Start-up (Hveem)		1	\$1,750 / test	\$1,750
HMA Mix Tests (Hveem)		2	\$750 / test	\$1,500
Estimated Task 3 Fees:				\$5,900
Task 7 Verification and Determination of Compliance and Acceptance / Post Construction				
Position		Units	Rate	Total
Senior Principal Engineer		8	\$270 / hour	\$2,160
Project Manager / Resident Engineer		16	\$190 / hour	\$3,040
Associate Engineer		8	\$190 / hour	\$1,520
Lab Manager		4	\$190 / hour	\$760
Estimated Task 4 Fees:				\$7,480
Total Estimated Fees:				\$98,900

Overtime Rates	Time and a Half	Double Time
Inspection	175 / hour	220 / hour

PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession.
3. Fees for lump sum or unit price proposals will be charged at the quoted price. Fees for engineering technical services will be charged on a time and materials basis will be charged at the applicable hourly rates shown on the enclosed fee schedule.
4. The proposal is based upon providing liability insurance with limits up to \$1,000,000.
5. Payment: Invoices will be submitted monthly. All invoices are due within 30 days. Attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.I.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: January 16, 2025

SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA PREMIER RESTORATION FOR ON-CALL PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$33,440.77

RECOMMENDATION

Adopt a resolution to approve an amendment to the Professional Service Agreement with California Premier Restoration.

BACKGROUND

On July 6, 2023 the City awarded California Premier Restoration (CPR) a contract for on-call property clean-up services with the stated goals for CPR to provide on-call clean-up services to remove personal property stored on public property, including homeless encampments, alley ways, and other public property as needed. They have successfully been providing this service to the City over the last year and a half.

On December 8th, 2024, our sanitation department responded to a sewer mainline stoppage on a 12-inch sewer main located on Canyon Del Rey Boulevard. Our on-call staff arrived promptly at 1:30 p.m. and successfully cleared the blockage by 2:20 p.m. Unfortunately, this stoppage caused sewage to flood the downstairs area of City Hall, affecting the Police Department, with sewage emerging from all the floor drains in that department.

Upon receiving the call, staff immediately contacted CPR to initiate cleanup services. Cleanup efforts included the removal of wet carpet and the vacuuming of standing water. The contractors also provided large air fans and dehumidifiers to expedite the drying process in the affected area. While the standing water was mostly vacuumed up,

the contractor could not remove all the water from beneath the tiles and behind the sheetrock. As a result, the floor tiles and sheetrock will need to be removed to clean up the remaining water.

The magnitude of the clean-up is more than was originally anticipated with the original contract amount and therefore the contract needs to be amended to increase the amount to cover the costs associated with the cleanup of the Police Department while still having funds available for routine public property clean-up throughout the city as needed.

The cost of clean-up was an amount of \$33,440.77 which included extraction of contaminated water, removal of carpeting, drying of flood areas, sanitization of affected areas and other emergency clean-up services.

FISCAL IMPACT

There are sufficient funds in the Public Works/Engineering Community Projects Subcontracted Work fund (Account No. 100-8430-2073).

<u>Available Budget Account</u>	<u>Amount</u>
100-8430-2073	\$131,535
<u>Estimated Expenditures</u>	<u>Amount</u>
Not to Exceed Contract Amount	\$33,440.77
Total	\$33,440.77

The Amendment to the Professional Services Agreement with CPR is for an amount not to exceed \$33,440.77. The total not to exceed amount \$33,440.77.

ATTACHMENTS

1. Resolution
2. Amendment 4

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT
WITH CALIFORNIA PREMIER RESTORATION FOR ON-CALL PROPERTY
CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$33,440.77**

WHEREAS, on July 6, 2023, the City awarded California Premier Restoration a contract for on-call property clean-up services; and

WHEREAS, On December 8, 2024, a sewer mainline stoppage caused sewage flooding in the downstairs are of City Hall, affecting the Police Department; and

WHEREAS, California Premier Restoration (CPR) conducted immediate cleanup efforts including removal of wet carpet and vacuuming; and

WHEREAS, the magnitude of the clean-up is more than was originally anticipated with the original contract amount and therefore the contract needs to be amended to increase the amount to cover the costs associated with the cleanup;

WHEREAS, CPR submitted a proposal to perform the clean-up of the Police Department in the amount of \$33,440.77; and

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

WHEREAS, there are sufficient funds in the Public Works/Engineering Community Project Subcontracted Work fund (Account No. 100-8430-2073) for CPR to perform the on-call clean-up services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment with California Premier Restoration for On-Call Property Clean-Up services for an amount not to exceed \$33,440.77.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 16th day of January 2025, 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

CONTRACT AMENDMENT #4
CONTRACTOR SERVICES
City of Seaside

Date: December 27, 2024

Change Requested by: X City/District Consultant

Contract Date

Project Name

08/01/2023

On-Call Property Clean Up Services

To (Contractor): California Premier Restoration Inc., 9821 Blue Larkspur Lane, Suite 200, Monterey, CA 93940

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

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

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

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

MODIFY the following text in **Section 4, "Contents of Request for Proposal and Proposal."**

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

MODIFY the following text in **Section 6, "Payment."**

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit D, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **ONE HUNDRED FIFTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND SEVENTY-SEVEN CENTS (\$115,940.77)** which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

CONTRACT AMENDMENT #4
CONTRACTOR SERVICES
City of Seaside

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$75,000.00	\$7,500.00	\$33,440.77	\$115,940.77
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
11 Months	June 30, 2024	12	June 30, 2025

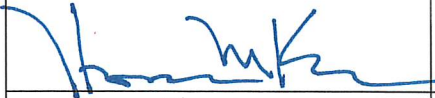
SUBMITTED BY:		
	Thomas Korman PW Director / City Engineer	1/9/2025
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin Acting City Manager	
Signature	Name and Title	Date
CONSULTANT ACCEPTANCE BY:		
	Michael Mosebach President	
Signature	Name and Title	Date

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

The City is requesting proposals from qualified contractors for on-call property clean-up services. The Scope of Work shall include but not be limited to the following tasks and deliverables.

1. CONTRACTOR DUTIES AND RESPONSIBILITIES

- 1.1 Contractor shall clean-up encampment sites and other areas as assigned by City. Preparation for clean-ups shall include: surveying sites, scheduling clean-ups with City staff, planning for clean-ups (labor, equipment, specialists, sub-contractors), procedural record keeping for each job as described below. Clean-ups shall include collecting and sorting of debris, shopping carts, e-waste, mattresses etc., separating out personal property (defined in Attachment A), dismantling temporary structures, removing trash, and disposing of all debris at the Monterey Peninsula Landfill or other appropriate disposal site. Contractor shall profile, manifest and dispose of materials excluded from disposal at said landfill (i.e. hazardous waste, universal waste, medical waste, and other items banned from landfills or transfer station) at a site permitted to accept such material.
- 1.2 As needed, Contractor will clean-up City alley ways on an on-call basis.
- 1.3 Contractor shall supply all labor, materials, tools, heavy machinery and equipment, vehicles, protective clothing, protective gear, portable bathroom facilities, dumpsters, and other supplies that may be required to remove large quantities of debris, litter, and waste. Such equipment, tools and protective gear shall be sufficient for all conditions including jobsites that may be located in heavy foliage, poison oak, steep embankments, by lakes, occasionally on private property (with permission granted), public right of way and other areas requiring alertness to the environment and pre-planning to prevent injury or illness.
- 1.4 Contractor shall coordinate with the City on a project-by-project basis to determine the scope for each encampment clean-up. The scope will establish the project start date, period of work, size/scope of the job, work location, the name and title of the onsite Contractor representative, and the estimated not-to-exceed cost of the clean-up. Additional specific instructions will be given at the work location.
- 1.5 Contractor shall post City provided "Notice to Vacate" signs at the work site prior to the commencement of each removal project as established in the work-scope and as directed by City staff. Depending on circumstances this posting may occur no less than a minimum of 72-hours from the date of the clean-up, or up to two-weeks prior to the clean-up. Contractor shall photograph posted notices to document time and location of posting.
- 1.6 Contractor shall be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed. This individual will also serve as the contact person for all projects.
- 1.7 Contractor shall provide bags and tags, and identify and tag certain items as "personal property." Such items include but are not limited to items in good repair such as tents, backpacks, medication, eye glasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clean clothing. The Contractor will transport identified property for storage to a site designated by City as directed by City Staff. Guidelines for the proper identification and classification of personal property may be found in Attachment A. In addition, the City will provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property. Contractor will also be responsible for posting notice at each clean-up site indicating contact information for reclaiming personal property.
- 1.8 Contractor shall photograph the encampment site before and after the clean-up to document the condition of the site and the date of the clean-up. Photographs of clean-up will be provided to the City electronically after completion of the clean-up. Photographs will include information specifying time and place where the photo was taken.
- 1.9 Contractor shall follow best practices work procedures to safely manage any hazardous materials that may be found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Weapons or drugs will not be moved by the Contractor.

- 1.10 Contractor shall immediately contact the City Police Department in the event that weapons or drugs are found at the encampment.
- 1.11 If necessary, Contractor shall work with City representatives to obtain, maintain and comply with all permits required to perform clean-ups along watercourses, including but not limited to, any permits required by the California Regional Water Quality Control Board, the U.S. Army Corps of Engineers or the California Department of Fish and Wildlife.
- 1.12 Contractor shall notify the City when the work is complete and provide a clean-up report for each site including total weight of debris removed.
- 1.13 In the event that an adjacent homeless encampment is discovered in the general area during the course of a project, Contractor shall notify the City's designated representative to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.
- 1.14 Contractor shall provide a representative, if requested by City, to attend regional encampment clean-up coordination meetings that involve multiple agencies, jurisdictions, and/or special interest organizations.
- 1.15 City reserves the right to cancel any given project if the City deems, in its sole discretion, that unsafe conditions exist at the site on the day of a planned event. The City will attempt to provide the Contractor with at least a 24 hour notice of any project cancellation.
- 1.16 Contractor shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion at all times.
- 1.17 Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.
- 1.18 Contractor shall coordinate manifesting and billing between disposal site and the City so that landfill costs, including tipping fees, are billed directly to the City. Contractor shall provide proper documentations, such as manifests and weight tickets, for all wastes disposed of.

2. CITY RESPONSIBILITIES

- 1.1 City shall issue a work order and provide a minimum 24-hour notice to the Contractor prior to the start time of a clean-up project and issue maps and property boundary information as appropriate.
- 1.2 City shall provide security during the posting of the "Notice to Vacate" and for the duration of the clean-up.
- 1.3 City shall provide a representative to serve as a point of contact in writing, approving, and issuing work orders, and addressing any Contractor issues or questions that may arise during the course of a clean-up.
- 1.4 City shall provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property.

Attachment A

Guidelines for Property Identification

1. Unless an item is obvious trash or poses an immediate threat to public health or safety it should be retained for storage as potential personal property. Items that are arranged in a manner that suggests ownership (e.g.: items that are neatly folded or stacked, stored off the ground, hung or clearly on display or packed in bag or box) should be retained for storage.
2. If there is any uncertainty regarding whether an item should be thrown away or stored, it should be stored. City staff should be consulted as needed.
3. Examples of items to take to storage: The following are examples of items that are considered personal property and will be stored:
 - ID/Social Security cards
 - Birth Certificates
 - Medications
 - Tents
 - Stove or barbeque grill
 - Pots, pans, and cooking utensils
 - Packaged non-perishable foods
 - Sleeping bag, blanket
 - Clothing
 - Backpack or other bag
 - Handheld tools
 - Tents
 - Radios & Electronics
 - Photos/Photo Albums
 - Tax/medical records
 - Intact Bicycles
 - Jewelry
 - Purses/backpacks/briefcases
 - Eyeglasses
 - Books
 - Tools
 - Generators

City of Seaside
Request for Proposal to Provide Professional Services for
On-Call Property Clean-Up Services

4. Items that are trash or pose a threat to public health or safety and will not be stored. The following are examples of conditions that will cause an item (including those examples listed above) to be immediately disposed of:
 - Soiled or moldy items including items that smell, are stained with urine, bodily waste, or mud, or are infested with fleas, bed bugs, rats or other vectors
 - Loose or scattered papers
 - Wet or damp clothing, bedding, or sleeping bags
 - Perishable food or personal products that will spoil or rot in storage
 - Bike carcasses
 - Shopping carts
 - Broken or disassembled items or those stripped of parts
 - Contaminated: items used for hygiene or that present a risk of biohazard (i.e. used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
 - Hazardous or Explosive: items that could corrode or burn in storage (i.e. car batteries, gasoline cans, and propane tanks)
 - Weapons: weapons will be turned over to the SPD
 - Obvious Trash: Food/beverage wrappers, tissue/paper napkins, open household product containers
 - All medications and controlled substances will be turned over to the PD for storage

EXHIBIT A1

SCOPE OF WORK

The City is requesting proposals from qualified contractors for on-call property clean-up services **in public right of way**. The Scope of Work shall include but not be limited to the following tasks and deliverables.

1. CONTRACTOR DUTIES AND RESPONSIBILITIES

- 1.1 Contractor shall clean-up encampment sites and other areas as assigned by City. Preparation for clean-ups shall include: surveying sites, scheduling clean-ups with City staff, planning for clean-ups (labor, equipment, specialists, sub-contractors), procedural record keeping for each job as described below. Clean-ups shall include collecting and sorting of debris, shopping carts, e-waste, mattresses etc. **in public right of way**, separating out personal property (defined in Attachment A), dismantling temporary structures, removing trash, and disposing of all debris at the Monterey Peninsula Landfill or other appropriate disposal site. Contractor shall profile, manifest and dispose of materials excluded from disposal at said landfill (i.e. hazardous waste, universal waste, medical waste, and other items banned from landfills or transfer station) at a site permitted to accept such material.
- 1.2 As needed, Contractor will clean-up City alley ways on an on-call basis.
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EXHIBIT A2

California Premier Restoration
22 Lower Ragsdale Dr
Ste F
Monterey, CA 93940-5775
+18312752103
CaliforniaRestore.com



INVOICE

BILL TO

City Of Seaside
Seaside, CA 93955

INVOICE # 241202.1

DATE 12/18/2024

DUE DATE 12/18/2024

TERMS Due on receipt

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Emergency Services	City of Seaside City Hall 440 Harcourt Ave, Seaside 93955 Supporting Documents Attached	1	33,440.77	33,440.77

CPR is only charging for 5 days per piece of equipment to help keep the costs down. The equipment is still there but we are not charging. This is a progress billing to date, and we will prepare another billing at the conclusion of mitigation work.

BALANCE DUE

\$33,440.77



22 Lower Ragsdale Dr.
Suite F
Monterey, CA 93940
831-275-2301
831-275-4188 Fax
www.californiarestore.com

Project Activity Report - General Info

Job Number:

241202

Report Date:

12/18/2024 15:21

Contract Date:

12/8/24

Project Name	City of Seaside Sewage Loss Police Dept
Project Address	440 Harcourt Ave
City/ State/ Zip	Seaside, CA 93955

Is mailing address the same as project address?	Yes
---	-----

Mailing Address	440 Harcourt Ave
City/ State/ Zip	Seaside, CA 93955

Is the home owner occupied?	Yes
-----------------------------	-----

Renter's Name	N/A
Renter's Phone	N/A
Renter's Email	N/A

Project Type	Other
--------------	-------

Owner 1 (Primary) Name	City of Seaside
Owner 1 (Primary) Phone	
Owner 1 (Primary) Email	

Owner 2 Name	
Owner 2 Phone	
Owner 2 Email	

Project Manager/ Super	
------------------------	--

Price List	Key Account
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Project Cost Summary



Report Date:

12/18/2024 15:21

Project Name:

City of Seaside Sewage Loss Police Dept

Project Start Date:

12/8/2024

Project Completion Date

Summary of Charges

Emergency Service Fee	\$	300.00
Emergency Services Labor Total	\$	23,925.00
Construction Labor Total	\$	-
Supplies Total	\$	2,012.49
Materials Total	\$	118.27
Vendors/ Fees Total	\$	-
Equipment Total	\$	7,085.00

Project Total **\$** 33,440.77

Emergency Services Labor Summary

Report Date:

12/18/2024 15:21



Project Name: City of Seaside Sewage Loss Police Dept

Date	ES Technician/ Supervisor	Reg Hours	OT Hours	DT Hours	Worker Classification	Work Performed	Rate	Total Cost
12/8/2024	Jorge Gamino		7.00		Bio Hazard/ Haz Mat Tech	Extracted contaminated water & disinfected affected areas. Removed carpet & set up drying equipment to begin dry out.	\$ 100.00	\$ 1,050.00
12/8/2024	Justin McClain		7.00		Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 1,050.00
12/8/2024	Jose Luis Rodriguez		7.00		Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 1,050.00
12/9/2024	Teddy Melicia	8.00			Bio Hazard/ Haz Mat Tech	Cleaned & sanitized all affected structure areas & contents. Moisture mapped. Coordinated ACM testing with M3 and scheduled walk through with M.E.S.S.	\$ 100.00	\$ 800.00
12/9/2024	Jorge Gamino	8.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 800.00
12/9/2024	Justin McClain	8.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 800.00
12/9/2024	Artemio Andrade	8.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 800.00
12/9/2024	Arturo Diego Carro	8.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 800.00
12/9/2024	Jose Luis Rodriguez	3.00			Bio Hazard/ Haz Mat Tech	Took readings, dropped more equipment off. Coordinated with MESS on abatement. Cleaned Backroom, Restroom Hallway and outside sidewalk with Pressurewasher	\$ 100.00	\$ 300.00
12/10/2024	Jose Luis Rodriguez	7.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 700.00
12/10/2024	Teddy Melicia	7.50			Bio Hazard/ Haz Mat Tech	Sanitized bathroom floors with Bleach Water, and disinfected floors and hallway walls.	\$ 100.00	\$ 750.00
12/10/2024	Artemio Andrade	3.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 300.00
12/10/2024	Arturo Diego Carro	3.00			Bio Hazard/ Haz Mat Tech	Atmospheric, MC & Equipment. Took Readings of Walls etc., coordinated and received POD deliveries to site for storage. Sanitized, boxed and Packed out Contents/Content Manipulation at the site.	\$ 70.00	\$ 455.00
12/12/2024	Javier Gomez	6.50			Content Manipulation		\$ 70.00	\$ 455.00
12/12/2024	Arturo Diego Carro	1.00			Content Manipulation		\$ 70.00	\$ 70.00
12/12/2024	Artemio Andrade	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/12/2024	Justin McClain	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/12/2024	Teddy Melicia	6.00			Content Manipulation	Atmospheric Readings and Equipment Readings. Readings have slightly dropped on affected walls and floors, however Demo needs to occur before substantial readings occur. Continued with Packout and Content Manipulation of Police Dept Contents.	\$ 70.00	\$ 420.00
12/12/2024	Jorge Gamino	2.00			Content Manipulation		\$ 70.00	\$ 140.00
12/12/2024	Jose Luis Rodriguez	6.00			Content Manipulation		\$ 70.00	\$ 420.00
12/13/2024	Jose Luis Rodriguez	6.00			Content Manipulation		\$ 70.00	\$ 420.00
12/13/2024	Jorge Gamino	2.00			Content Manipulation		\$ 70.00	\$ 140.00
12/13/2024	Teddy Melicia	8.00			Content Manipulation	Contents Packout, Cleaning and Manipulation.	\$ 70.00	\$ 560.00
12/13/2024	Justin McClain	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/13/2024	Artemio Andrade	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/13/2024	Javier Gomez	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/16/2024	Artemio Andrade	3.00			Content Manipulation		\$ 70.00	\$ 240.00
12/16/2024	Jose Luis Rodriguez	3.00			Content Manipulation		\$ 70.00	\$ 240.00
12/16/2024	Javier Gomez	7.50			Content Manipulation		\$ 70.00	\$ 600.00
12/16/2024	Arturo Diego Carro	4.00			Content Manipulation		\$ 70.00	\$ 320.00
12/16/2024	Teddy Melicia	3.00			Content Manipulation		\$ 70.00	\$ 240.00
12/16/2024	Justin McClain	7.00			Content Manipulation		\$ 70.00	\$ 560.00
12/17/2024	Jorge Gamino	4.50			Content Manipulation		\$ 70.00	\$ 360.00
12/17/2024	Teddy Melicia	3.00			Content Manipulation		\$ 70.00	\$ 240.00

Date	ES Technician/ Supervisor	Reg Hours	OT Hours	DT Hours	Worker Classification	Work Performed	Rate	Total Cost
12/17/2024	Justin McClain	7.00			Content Manipulation	Contents Packout, Cleaning and Manipulation.	\$ 70.00	\$ 560.00
12/17/2024	Arturo Diego Carro	7.50			Content Manipulation		\$ 70.00	\$ 600.00
12/17/2024	Javier Gomez	7.50			Content Manipulation		\$ 70.00	\$ 600.00
12/17/2024	Jose Luis Rodriguez	7.50			Content Manipulation		\$ 70.00	\$ 600.00
12/17/2024	Artemio Andrade	7.50			Content Manipulation	Contents Packout, Cleaning and Manipulation. Detaching Cabinets from Walls.	\$ 70.00	\$ 600.00
12/18/2024	Jorge Gamino	6.00			Content Manipulation		\$ 70.00	\$ 480.00
12/18/2024	Teddy Melicia	4.50			Content Manipulation		\$ 70.00	\$ 360.00
12/18/2024	Justin McClain	6.00			Content Manipulation		\$ 70.00	\$ 480.00
12/18/2024	Arturo Diego Carro	6.00			Content Manipulation		\$ 70.00	\$ 480.00
12/18/2024	Javier Gomez	6.00			Content Manipulation		\$ 70.00	\$ 480.00
12/18/2024	Jose Luis Rodriguez	6.00			Content Manipulation		\$ 70.00	\$ 480.00
12/18/2024	Artemio Andrade	6.00			Content Manipulation		\$ 70.00	\$ 480.00
							\$ -	\$ -
Total CPR Labor							\$	\$ 23,925.00

Material Summary

Report Date:

12/18/2024 15:21

Project Name:

City of Seaside Sewage Loss Police Dept



Supplies from CPR Stock					Material Receipts			
Supply Item	Rate	Unit	Quantity	Total	Date	Supplier	Description	Cost
Deluxe Coverall (Yellow)	\$ 12.16	Each	19.00	\$ 230.95	12/9/2024	MRWMD #4217612	Debris Disposal	\$ 52.36
Deluxe Coverall (White)	\$ 9.30	Each	14.00	\$ 130.13	12/9/2024	MRWMD #4218212	Debris Disposal	\$ 46.20
2" Teal Duct Tape	\$ 12.16	Roll	3.00	\$ 36.47				
2" Blue Painters Tape	\$ 11.44	Roll	1.25	\$ 14.30				
3" Blue Painters Tape	\$ 15.73	Roll		\$ -				
Clear Carton Seal Tape	\$ 2.86	Roll	5.00	\$ 14.30				
Spray Adhesive	\$ 6.08	Can		\$ -				
Zip-Door	\$ 22.88	Each		\$ -				
Rags	\$ 0.76	Each	195.00	\$ 147.79				
Paper Towels	\$ 2.05	Roll	1.00	\$ 2.05				
N95 Respirator	\$ 8.58	Each	12.00	\$ 102.96				
Organic Vapor/Acid Gas	\$ 26.46	Pair	19.00	\$ 502.65				
Nitrile Gloves: Blue	\$ 1.07	Pair	122.00	\$ 130.85				
Nitrile Gloves: Green	\$ 2.57	Pair		\$ -				
Scrubbing Sponge	\$ 2.86	Each		\$ -				
Glass Cleaner	\$ 14.30	Bottle		\$ -				
Dish Soap	\$ 24.19	Gallon	2.25	\$ 54.42				
Benefect, Botanical Disinfectant	\$ 68.64	Gallon	3.50	\$ 240.24				
Clorox Bleach	\$ 5.72	Gallon	3.25	\$ 18.59				
Degreaser	\$ 31.46	Gallon		\$ -				
Self Adhesive Floor Protection Film 24"x200'	\$ 60.06	Roll		\$ -				
Ram Board	\$ 121.55	Roll		\$ -				
6 Mil. Clear, Flame Retardent Visqueen 10x100	\$ 92.95	Roll	1.50	\$ 139.43				
6 Mil. Clear, Flame Retardent Visqueen 20x100	\$ 135.85	Roll		\$ -				
4 Mil. Clear, Flame Retardent Visqueen 10x100	\$ 60.06	Roll		\$ -				
6 Mil. Black Visqueen 20x100	\$ 145.86	Roll		\$ -				
6 Mil. Clear Bags	\$ 1.72	Each	75.00	\$ 128.70				
Trauma Bags (incl haz dump fee)	\$ 107.25	Each		\$ -				
Asbestos Bags (incl haz dump fee)	\$ 178.75	Each		\$ -				
Rosin Paper	\$ 17.16	Roll		\$ -				
Packing Sheets	\$ 21.45	Pack/ 100 shts		\$ -				
Shrink Wrap (18")	\$ 32.18	Roll		\$ -				
Moving Blanket	\$ 2.15	Each		\$ -				
12x12x12 Brown Box	\$ 2.15	Each		\$ -				
16x16x16 Brown Box	\$ 2.86	Each		\$ -				
24x24x24 Brown Box	\$ 3.93	Each		\$ -				
12x12x12 White Box	\$ 2.86	Each		\$ -				
16x16x16 White Box	\$ 3.58	Each		\$ -				
24x24x24 White Box	\$ 6.44	Each		\$ -				
12x12 White Pre Filters	\$ 1.43	Each	2.00	\$ 2.86				
12x12x2 White Box Filters	\$ 7.87	Each	2.00	\$ 15.73				
24x24 White Pre Filters	\$ 2.86	Each	7.00	\$ 20.02				
24x24x2 White Box Filters	\$ 11.44	Each	7.00	\$ 80.08				
24x24x2 Charcoal Box Filters	\$ 31.46	Each		\$ -				
12" Lay Flat Duct	\$ 128.70	Roll		\$ -				
Microfiber towels	\$ 1.79	Each		\$ -				
HEPA Vacuum Bags	\$ 10.37	Each		\$ -				
Foam Blocks	\$ 0.36	Each		\$ -				
Total Materials				\$ 2,012.49	Total Receipts (including 20% mark up)			
				\$				

CPR **CALIFORNIA
PREMIER
RESTORATION**
Revive. Restore. Remodel.

12/18/2024 15:21

City of Seaside Sewage Loss Police Dept

Project Activity Log -City of Seaside Sewage Loss Police Station 241202



CITY OF SEASIDE STAFF REPORT

Item No.: 9.J.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Andreas Baer, Senior Engineer

DATE: January 16, 2025

SUBJECT: ADOPT A RESOLUTION APPROVING THE SPECIFICATIONS FOR THE 2025 GENERAL BUILDING ON CALL CONTRACT, AWARDING A NOT-TO-EXCEED CONSTRUCTION CONTRACT TO THE TWO (2) LOW BIDDERS PUEBLO CONSTRUCTION INC, AND PRO-EX CONSTRUCTION INC. WITH AN ANNUAL FUNDING LIMIT OF \$1,000,000.00 AND DIRECTING THE PUBLIC WORKS DIRECTOR TO AUTHORIZE INDIVIDUAL WORK ORDERS

RECOMMENDATION

Adopt a resolution awarding contracts for the 2025 On-Call Job Order (General Building) Contracts.

BACKGROUND

DISCUSSION

On November 21st, 2024, the City Council authorized staff to utilize multiple on call construction contracts and directed staff to bid out general engineering and general building on call contracts for multiple on call contractors. On call construction contracts are efficient means to construct emergency work and capital improvement projects in a timely and cost-effective manner. On November 28th, 2024 staff advertised the 2025 General Building On Call Contract for bid.

Although the quantity of work cannot be well-defined at the outset of an annual On-Call contract, the type of work can be defined. The low bid public bidding process required contractors to provide unit pricing, labor rates, markups, and pricing schedules that establish clear unit costs for itemized and otherwise well-defined types of work anticipated-throughout the year.

To ensure the City has a readily available work force the bid was advertised for multiple on call contracts where individual work orders were offered first to the low bidder who will be entitled to

perform the work unless the contractor declines the project, or the City determines the Contractor would be unable to timely and satisfactorily perform the work due to bidder responsibility factors established by the City including, but not limited to, adequate financial, material, equipment, facility, workforce and personnel resources. Upon such determination by the City, the project shall be offered next to the second low bidder.

The 2025 on call contracts for the general building and general engineering trades are set to a not-to-exceed limit of \$1,000,000.00. The limit is adequate to cover multiple small projects, regularly recurring repetitive work, and to mobilize forces to respond immediately to a large scale emergency. Staff set the new construction project limit at \$175,000.00 to prevent the use of the On-Call contractor for large well planned non-emergency projects that would deplete the available fund.

Bids for both the 2025 General Building On Call Contract were received on December 19th, 2024. Two (2) bids were received and opened publicly from the following contractors:

Contractor	Base Bid Schedule A	Base Bid Schedule B	Grand Total Bid
Pueblo Construction Inc.	\$101,211.20	\$33,000.00	\$134,211.20
Pro-Ex Construction Inc.	\$256,550.00	\$94,000.00	\$350,550.00

The award of the contract is based upon the lowest responsive, responsible bid comparing the contractors grand total bid amounts. Pueblo Construction Inc. is the lowest responsive and responsible bidder, with a bid of \$134,211.20. Pro-Ex Construction Inc. is the second low bidder with a grand total bid of \$350,550.00. Staff reviewed both bids and determined them to be responsive, and that the bidders and subcontractors have the necessary qualifications, and experience level to satisfactorily perform all work within the project scope. Staff is recommending to award annual on call general building contracts to the first low bidder Pueblo Construction Inc. and the second low bidder Pro-Ex Construction Inc. each for annual not-to-exceed \$1,000,000.00.

ENVIRONMENTAL COMPLIANCE

Award of an On Call contract with out defined work does not have a direct physical effect and is therefor excluded under CEQA. for work completed under this on call contract, this staff report establishes a list of categorical exemptions from the California Environmental Quality Act (CEQA) defining specific activities that fall within each class of exemptions set forth in Article 19 of the CEQA Guidelines. Projects consistent with the letter and intent of the exemptions expressed in such classes as defined herein are exempt when performed under this on call contract. All non-exempt projects shall undergo further environmental review with their findings and mitigations subject to City Council review and approval. Categorical exemptions are to be applied only where projects have not already been excluded from CEQA on some other basis. Projects that have no physical effects, or that involve only ministerial government action, are excluded.

The classes set forth in CEQA guidelines sections 15301 - 15332 are identified under the bold headings below, and explained for these exemptions as they apply to on call work in Seaside, Sand City, Del Rey Oaks, or the Presidio of Monterey including former Fort Ord areas.

Classes 3, 4, 11, and 32 are qualified by consideration of where the project is to be located. A project that would ordinarily be insignificant in its impact on the environment such as replacing a utility line under a downtown landscaped parcel may be significant, if it is in a particularly sensitive or hazardous area such as Seaside East in former Fort Ord lands with maritime chaparral and

endangers, listed, or special significance species. Therefore classes will not apply where the project may impact an area of special significance that has been designated, precisely mapped, and officially adopted pursuant to law by federal, state or local agencies, and these classes are marked with an asterisk (*). In addition all classes of exemptions are inapplicable when the cumulative impact of successive projects of the same type and/or in the same place over time are significant. Finally, exemptions shall not be applied in the following circumstances: (1) A categorical exemption shall not apply for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway; (2) A categorical exemption shall not apply for a project located on a site which is included on any list of hazardous waste sites compiled pursuant to Section 65962.5 of the Government Code; (3) A categorical exemption shall also not apply for a project which may cause a substantial adverse change in the significance of a historical resource.

CLASS 1: Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing. Examples include but are not limited to:

- (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.
- (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.
- (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).
- (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.
- (e) Additions to existing structures provided that the addition will not result in an increase of more than:
 - (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or
 - (2) 10,000 square feet if:
 - (A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and
 - (B) The area in which the project is located is not environmentally sensitive.
- (f) Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices.
- (g) New copy on existing on- and off-premise signs.
- (h) Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of economic poisons, as defined in Division 7, Chapter 2, California Agricultural Code).
- (i) Division of existing multiple-family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt.
- (j) Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources.
- (k) Conversion of a single-family residence to office use.
- (l) Use of a single-family residence as a small family day care home, as defined in Section 1596.78 of the Health and Safety Code.

CLASS 2: REPLACEMENT OR RECONSTRUCTION

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. examples include but are not limited to:

- (a) Replacement or reconstruction of existing schools and hospitals to provide earthquake-resistant structures which do not increase capacity more than 50 percent.
- (b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.
- (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.
- (d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

*** CLASS 3: NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include but are not limited to:

- (a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.
- (b) A duplex or similar multi-family residential structure totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes, and similar structures designed for not more than six dwelling units.
- (c) A store, motel, office, restaurant and/or similar small commercial structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.
- (d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.
- (e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

*** CLASS 4: MINOR ALTERATIONS TO LAND**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to:

- (a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an Official Seismic Hazard Zone, as delineated by the State Geologist.
- (b) New gardening or landscaping, including the replacement of existing conventional landscaping with water-efficient or fire-resistant landscaping.
- (c) Filling of earth into previously excavated land with material compatible with the natural features of the site.
- (d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and

wildlife resources or greater fish production.

(e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.

(f) Minor trenching and backfilling where the surface is restored.

(g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.

(h) The creation of bicycle lanes on existing rights-of-way.

(i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

CLASS 7: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF NATURAL RESOURCES

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Examples include but are not limited to wildlife preservation activities of the State Department of Fish and Game. Construction activities are not included in this exemption.

CLASS 8: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

CLASS 9: INSPECTIONS

Class 9 consists of activities limited entirely to inspection, to check for performance of an operation, or quality, health, or safety of a project, including related activities such as inspection for possible mislabeling, misrepresentation, or adulteration of products.

*** CLASS 11: ACCESSORY STRUCTURES**

Class 11 consists of construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

(a) On-premise signs.

(b) Small parking lots.

(c) Placement of seasonal or temporary use items such as lifeguard towers, mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks, stadiums, or other facilities designed for public use.

CLASS 23: NORMAL OPERATIONS OF FACILITIES FOR PUBLIC GATHERINGS

Class 23 consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. Facilities included within this exemption include, but are not limited to, racetracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools, and

amusement parks.

CLASS 29: COGENERATION PROJECTS AT EXISTING FACILITIES

Class 29 consists of the installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting the conditions described in this section.

(a) At existing industrial facilities, the installation of cogeneration facilities will be exempt where it will:

(1) Result in no net increases in air emissions from the industrial facility, or will produce emissions lower than the amount that would require review under the new source review rules applicable in the county, and

(2) Comply with all applicable state, federal, and local air quality laws.

(b) At commercial and industrial facilities, the installation of cogeneration facilities will be exempt if the installation will:

(1) Meet all the criteria described in Subsection (a),

(2) Result in no noticeable increase in noise to nearby residential structures,

(3) Be contiguous to other commercial or institutional structures.

CLASS 30: MINOR ACTIONS TO PREVENT, MINIMIZE, STABILIZE, MITIGATE OR ELIMINATE THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS WASTE OR HAZARDOUS SUBSTANCES

Class 30 consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less. No cleanup action shall be subject to this Class 30 exemption if the action requires the on site use of a hazardous waste incinerator or thermal treatment unit, with the exception of low temperature thermal desorption, or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site.

Examples of such minor cleanup actions include but are not limited to:

(a) Removal of sealed, non-leaking drums or barrels of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted destination;

(b) Maintenance or stabilization of berms, dikes, or surface impoundments;

(c) Construction or maintenance of interim or temporary surface caps;

(d) Onsite treatment of contaminated soils or sludges provided treatment system meets Title 22 requirements and local air district requirements;

(e) Excavation and/or off site disposal of contaminated soils or sludges in regulated units;

(f) Application of dust suppressants or dust binders to surface soils;

(g) Controls for surface water run-on and run-off that meets seismic safety standards;

(h) Pumping of leaking ponds into an enclosed container;

(i) Construction of interim or emergency ground water treatment systems;

(j) Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

CLASS 31: HISTORICAL RESOURCE RESTORATION/REHABILITATION

Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for

Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

*** CLASS 32: IN-FILL DEVELOPMENT PROJECTS**

Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

FISCAL IMPACT

The On Call construction contracts with Pueblo Construction Inc. and Pro-Ex Construction Inc. are Not-To-Exceed Contracts for a cumulative one million dollars (\$1,000,000) over a single calendar year. The contract sum of these contracts can not be well defined at the outset. Contractors are not at any time guaranteed work under this contract, and work is issued only under the sole discretion of the City. The contract sum may be zero dollars (\$0.00) over a contract period.

Work under this contract will be issued under individual work orders as described in the Specifications. All work order shall undergo a financial review by the Finance Director to ensure sufficient funds are available for the work. Work Orders require signed approval by the Finance department prior to issuance. Funding will be made through individual project budgets and/or facility accounts. Work Orders will not be issued unless adequate project funding is identified prior to issuance.

ATTACHMENTS

- 1. Resolution
- 2. Pueblo Bid
- 3. Pro-Ex Construction Bid
- 4. Pueblo Sample Contract
- 5. PRO_EX Sample Contract
- 6. Sample Work Order

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE SPECIFICATIONS FOR THE 2025 GENERAL BUILDING ON CALL CONTRACT, AWARDING A NOT-TO-EXCEED CONSTRUCTION CONTRACT TO THE TWO (2) LOW BIDDERS PUEBLO CONSTRUCTION INC, AND PRO-EX CONSTRUCTION INC. WITH AN ANNUAL FUNDING LIMIT OF ONE MILLION (\$1,000,000.00) AND DIRECTING THE PUBLIC WORKS DIRECTOR TO AUTHORIZE INDIVIDUAL WORK ORDERS.

WHEREAS, November 21st, 2024 the City Council approved a resolution authorizing staff to utilize multiple on call construction contracts and directing staff to bid out general engineering and general building on call contracts for multiple on call contractors; and

WHEREAS, On call contract for construction work will provide the City of Seaside (City) with a readily available work force for construction work and emergency response often saving time and money; and

WHEREAS, On November 28th, 2024 the City advertised the 2025 General Building On Call Construction Contract for bid; and

WHEREAS, Pueblo Construction Inc. was determined to have the lowest responsive and responsible bid in the amount of \$134,211.20; and

WHEREAS, Pro-Ex Construction Inc. was determined to have the second lowest responsive and responsible bid in the amount of \$350,550.00; and

WHEREAS, The basis of award for the 2025 General Building On Call Construction Contract is determined by the lowest responsive responsible bid based on the grand total bid amount; and

WHEREAS, Pueblo Construction Inc., and Pro-Ex Construction Inc. have successfully demonstrated their qualifications by completed similar work projects; and

WHEREAS, Award of this on call contract for work that is not yet defined has not physical effect and is excluded from CEQA; and

WHEREAS, Award of an On Call contract without defined work does not have a direct physical effect and is therefore excluded under CEQA. for work completed under this on call contract, this staff report establishes a list of categorical exemptions from the California Environmental Quality Act (CEQA) defining specific activities that fall within each class of exemptions set forth in Article 19 of the CEQA Guidelines. Projects consistent with the letter and intent of the exemptions expressed in such classes as defined herein are exempt when performed under this on call contract. All non-exempt projects shall undergo further

environmental review with their findings and mitigations subject to City Council review and approval. Categorical exemptions are to be applied only where projects have not already been excluded from CEQA on some other basis. Projects that have no physical effects, or that involve only ministerial government action, are excluded.

The classes set forth in CEQA guidelines sections 15301 - 15332 are identified under the bold headings below, and explained for these exemptions as they apply to on call work in Seaside, Sand City, Del Rey Oaks, or the Presidio of Monterey including former Fort Ord areas.

Classes 3, 4, 11, and 32 are qualified by consideration of where the project is to be located. A project that would ordinarily be insignificant in its impact on the environment such as replacing a utility line under a downtown landscaped parcel may be significant, if it is in a particularly sensitive or hazardous area such as Seaside East in former Fort Ord lands with maritime chaparral and endangers, listed, or special significance species. Therefore classes will not apply where the project may impact an area of special significance that has been designated, precisely mapped, and officially adopted pursuant to law by federal, states or local agencies, and these classes are marked with an asterisk (*). In addition all classes of exemptions are inapplicable when the cumulative impact of successive projects of the same type and/or in the same place over time are significant. Finally, exemptions shall not be applied in the following circumstances: (1) A categorical exemption shall not apply for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway; (2) A categorical exemption shall not apply for a project located on a site which is included on any list of hazardous waste sites compiled pursuant to Section 65962.5 of the Government Code; (3) A categorical exemption shall also not apply for a project which may cause a substantial adverse change in the significance of a historical resource.

CLASS 1: Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing.

Examples include but are not limited to:

- (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.
- (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.
- (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).
- (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.
- (e) Additions to existing structures provided that the addition will not result in an increase of more than:
 - (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or

(2) 10,000 square feet if:

(A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and

(B) The area in which the project is located is not environmentally sensitive.

(f) Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices.

(g) New copy on existing on- and off-premise signs.

(h) Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of economic poisons, as defined in Division 7, Chapter 2, California Agricultural Code).

(i) Division of existing multiple-family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt.

(j) Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources.

(k) Conversion of a single-family residence to office use.

(l) Use of a single-family residence as a small family day care home, as defined in Section 1596.78 of the Health and Safety Code.

CLASS 2: REPLACEMENT OR RECONSTRUCTION

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. examples include but are not limited to:

(a) Replacement or reconstruction of existing schools and hospitals to provide earthquake-resistant structures which do not increase capacity more than 50 percent.

(b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

(c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

(d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

*** CLASS 3: NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include but are not limited to:

(a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.

(b) A duplex or similar multi-family residential structure totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes, and similar

structures designed for not more than six dwelling units.

(c) A store, motel, office, restaurant and/or similar small commercial structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

*** CLASS 4: MINOR ALTERATIONS TO LAND**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to:

(a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an Official Seismic Hazard Zone, as delineated by the State Geologist.

(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water-efficient or fire-resistant landscaping.

(c) Filling of earth into previously excavated land with material compatible with the natural features of the site.

(d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production.

(e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.

(f) Minor trenching and backfilling where the surface is restored.

(g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.

(h) The creation of bicycle lanes on existing rights-of-way.

(i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

CLASS 7: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF NATURAL RESOURCES

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Examples include

but are not limited to wildlife preservation activities of the State Department of Fish and Game. Construction activities are not included in this exemption.

CLASS 8: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

CLASS 9: INSPECTIONS

Class 9 consists of activities limited entirely to inspection, to check for performance of an operation, or quality, health, or safety of a project, including related activities such as inspection for possible mislabeling, misrepresentation, or adulteration of products.

*** CLASS 11: ACCESSORY STRUCTURES**

Class 11 consists of construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

- (a) On-premise signs.
- (b) Small parking lots.
- (c) Placement of seasonal or temporary use items such as lifeguard towers, mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks, stadiums, or other facilities designed for public use.

CLASS 23: NORMAL OPERATIONS OF FACILITIES FOR PUBLIC GATHERINGS

Class 23 consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. Facilities included within this exemption include, but are not limited to, racetracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools, and amusement parks.

CLASS 29: COGENERATION PROJECTS AT EXISTING FACILITIES

Class 29 consists of the installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting the conditions described in this section.

(a) At existing industrial facilities, the installation of cogeneration facilities will be exempt where it will:

- (1) Result in no net increases in air emissions from the industrial facility, or will produce emissions lower than the amount that would require review under the new source review rules applicable in the county, and
- (2) Comply with all applicable state, federal, and local air quality laws.

(b) At commercial and industrial facilities, the installation of cogeneration facilities will be exempt if the installation will:

- (1) Meet all the criteria described in Subsection (a),
- (2) Result in no noticeable increase in noise to nearby residential structures,
- (3) Be contiguous to other commercial or institutional structures.

CLASS 30: MINOR ACTIONS TO PREVENT, MINIMIZE, STABILIZE, MITIGATE OR ELIMINATE THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS WASTE OR HAZARDOUS SUBSTANCES

Class 30 consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less. No cleanup action shall be subject to this Class 30 exemption if the action requires the on site use of a hazardous waste incinerator or thermal treatment unit, with the exception of low temperature thermal desorption, or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site.

Examples of such minor cleanup actions include but are not limited to:

- (a) Removal of sealed, non-leaking drums or barrels of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted destination;
- (b) Maintenance or stabilization of berms, dikes, or surface impoundments;
- (c) Construction or maintenance of interim or temporary surface caps;
- (d) Onsite treatment of contaminated soils or sludges provided treatment system meets Title 22 requirements and local air district requirements;
- (e) Excavation and/or off site disposal of contaminated soils or sludges in regulated units;
- (f) Application of dust suppressants or dust binders to surface soils;
- (g) Controls for surface water run-on and run-off that meets seismic safety standards;
- (h) Pumping of leaking ponds into an enclosed container;
- (i) Construction of interim or emergency ground water treatment systems;
- (j) Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

CLASS 31: HISTORICAL RESOURCE RESTORATION/REHABILITATION

Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

*** CLASS 32: IN-FILL DEVELOPMENT PROJECTS**

Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves Specifications for the 2025 General Building On Call Contract dated 11/1/2024; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with Pueblo Construction Inc. as the first low bidder for a total annual not-to-exceed of \$1,000,000.00 with an option for four (4) additional one-year (1-year) extensions; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with Pro-Ex Construction Inc. as the second low bidder for a total annual not-to-exceed of \$1,000,000.00 with an option for four (4) additional one-year (1-year) extensions; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside directs the Public Works Director of the City of Seaside to authorize individual Work Orders under this 2025 General Building On Call Contract.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 16th day of January, 2025, 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

SECTION 00 4113

BID FORM

BID FORM TO CITY OF SEASIDE

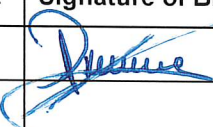
THIS BID IS SUBMITTED BY:

Pueblo Construction Inc.

(Firm/Company Name)

Re: **2025 General Building On Call Contract** located at Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
<u>1</u>	<u>12/12/2024</u>	

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

BASE BID SCHEDULE A

Item No.	Description	Approx. Quantity	Unit	Hourly Rate	Amount
1	Project Manager	40	Hr	80.00	3,200.00
2	Superintendent	80	Hr	125.00	10,000.00
3	Foreperson	240	Hr	45.00	10,800.00
4	Master Level Carpenter	240	Hr	94.00	22,560.00
5	Journey Level Carpenter	240	Hr	125.00	30,000.00
6	Laborer / Assistant	240	Hr	86.66	20,798.40
7	Operator	40	Hr	96.32	3,852.80
8	Estimator	10	Hr	-	-
TOTAL BASE BID A (ITEMS 1 THROUGH 8) (In Words) One Hundred One Thousand, Two Hundred Eleven Dollars and Twenty Cents					(In Figures) \$ 101,211.20

BASE BID SCHEDULE B

In order to determine a low bidder for this construction contract, the contractor's markup percentage costs for items in Bid Schedule B shall be multiplied by the sample Total Cost shown below. Contractor is to insert the standard markup for the items listed as a percentage and extend the dollar amount in the bid schedule.

Item No.	Description	Total Cost (Comparison Basis Only)	Percentage of Cost	Amount
9	General Conditions	\$100,000	13%	13,000
10	Sub-Contractor Markup	\$100,000	5%	5,000.00
11	Materials Markup	\$100,000	5%	5,000
12	Equipment Markup	\$100,000	1%	1,000
13	Performance and Payment Bond Cost	\$100,000	2%	2,000
14	Contractor's Fee Markup	\$100,000	7%	7,000

TOTAL BASE BID B (ITEMS 9 THROUGH 14) (In Words)	(In Figures)
<u>Twenty-Six Thousand Dollars and Zero Cents</u>	\$
	26,000

GRAND TOTAL BID

GRAND TOTAL BID (ITEMS 1 THROUGH 14) (In Words)	(In Figures)
<u>One Hundred Twenty-Seven Thousand, Two Hundred Eleven Dollars and Twenty Cents</u>	\$127,211.20

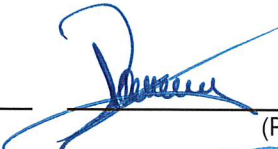
5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of two hundred and fifty thousand dollars (\$250,000.00) and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Pueblo Construction Inc. licensed in accordance with
an act for the registration of Contractors, and with license number: 538295, with
Expiration: 09/30/2025.

California
 (Place of Incorporation, if Applicable)


Pedro Cuevas, CEO / CFO
 (Principal, Name/Title)


Peter A. Cuevas, Secretary
 (Principal, Name/Title)

 (Principal, Name/Title)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 232 Anacapa Street Suite #2D

Santa Barbara, CA 93101

Contractor's Representative(s): Pedro Cuevas, CEO / CFO

(Name/Title)

Peter A. Cuevas, Secretary

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts Pedro Cuevas, CEO / CFO

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s): 805.564.1313

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s): 805.564.1311

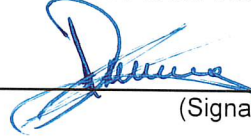
(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

12/12/24

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



(Signature of Bidder)

Pedro Cuevas, CEO / CFO

Name / Title

END OF SECTION

SECTION 00 4113

BID FORM

BID FORM TO CITY OF SEASIDE

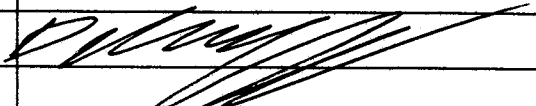
THIS BID IS SUBMITTED BY:

Pro-Ex Construction, Inc

(Firm/Company Name)

Re: **2025 General Building On Call Contract** located at Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	12/12/2024	

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

BASE BID SCHEDULE A

Item No.	Description	Approx. Quantity	Unit	Hourly Rate	Amount
1	Project Manager	40	Hr	350	14,000
2	Superintendent	80	Hr	275	22,000
3	Foreperson	240	Hr	235	56,400
4	Master Level Carpenter	240	Hr	225	54,000
5	Journey Level Carpenter	240	Hr	220	52,800
6	Laborer / Assistant	240	Hr	190	45,600
7	Operator	40	Hr	250	10,000
8	Estimator	10	Hr	175	1,750
TOTAL BASE BID A (ITEMS 1 THROUGH 8) (In Words)					(In Figures)
<u>Two hundred fifty six thousand five hundred fifty</u>					\$
					256,550

BASE BID SCHEDULE B

In order to determine a low bidder for this construction contract, the contractor's markup percentage costs for items in Bid Schedule B shall be multiplied by the sample Total Cost shown below. Contractor is to insert the standard markup for the items listed as a percentage and extend the dollar amount in the bid schedule.

Item No.	Description	Total Cost (Comparison Basis Only)	Percentage of Cost	Amount
9	General Conditions	\$100,000	25	25,000
10	Sub-Contractor Markup	\$100,000	15	15,000
11	Materials Markup	\$100,000	15	15,000
12	Equipment Markup	\$100,000	15	15,000
13	Performance and Payment Bond Cost	\$100,000	4	4,000
14	Contractor's Fee Markup	\$100,000	20	20,000

TOTAL BASE BID B (ITEMS 9 THROUGH 14) (In Words)	(In Figures)
Ninty four thousand	\$ 94,000

GRAND TOTAL BID

GRAND TOTAL BID (ITEMS 1 THROUGH 14) (In Words)	(In Figures)
Three hundred fifty thousand five hundred fifty	\$ 350,550

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of two hundred and fifty thousand dollars (\$250,000.00) and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Pro-Ex Construction, Inc licensed in accordance with an act for the registration of Contractors, and with license number: 959719, with Expiration: 10/31/2025.

California

(Place of Incorporation, if Applicable)

Pavel Chernyy - President/Treasurer

(Principal, Name/Title)

David Chernyy - Secretary

(Principal, Name/Title)

(Principal, Name/Title)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

3223 Luyung Dr

Rancho Cordova, Ca 95742

Contractor's Representative(s):

Pavel Chernyy - President/Treasurer

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

Pavel Chernyy - President/Treasurer

(Name/Title)

David Chernyy - Secretary

(Name/Title)

(Name/Title)

Telephone Number(s):

916-970-0097

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

916-222-1478

(Area Code)

(Number)

(Area Code)

(Number)

Bid Form

00 4113 - 4

City of Seaside
2025 General Building On Call Contract

Date of Bid:

12/19/2024

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



(Signature of Bidder)

David Chernyy - Secretary

Name / Title

END OF SECTION

SECTION 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [20__], by and between **Pueblo Construction Inc.** whose place of business is located at **232 Anacapa Street #2D Santa Barbara** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [25-__] adopted on the [1/16/2025] **Thursday the 16th of January, 2025** awarded to Contractor the following Contract:

CONTRACT NUMBER 25-XX

**2025 General Building On Call Contract
located at
Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 -SCOPE OF WORK OF THE CONTRACT

1.01 WORK OF THE CONTRACT

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 PRICE FOR COMPLETION OF THE WORK

- A. Owner shall pay Contractor Contract Sum('s) as defined in individual work orders and in accordance with the Specifications. Contract sums shall be based on the bid schedule. The Contract Sum of this contract can not be well defined at the outset but will not exceed one million dollars (\$1,000,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call work orders issued through out the year under this contract.

PART 2 - COMMENCEMENT AND COMPLETION OF WORK

1.03 COMMENCEMENT OF WORK

- A. The contract period shall be 1 year commencing on the date established in the Notice to Proceed. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
- B. No work shall commence on any individual work order after the Contract period expires.
- C. Owner reserves the right to modify or alter the Commencement Date.

1.04 COMPLETION OF WORK

- A. Contractor shall achieve Substantial Completion of the entire contract within One year from the Commencement Date
- B. Contractor shall achieve Substantial Completion of Individual Work Orders within the periods of time defined on individual Work Orders
- C. **Contractors** shall have thirty (30) working days following substantial completion of the later of the contract or completion date of the last Work Order to achieve Final Completion.

PROJECT REPRESENTATIVES

1.05 OWNER'S PROJECT MANAGER

- A. Owner has designated a Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

1.06 ARCHITECT/ENGINEER

- A. **[City of Seaside]** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

1.07 LIQUIDATED DAMAGE AMOUNTS

- A. Unless otherwise defined in individual work orders, as liquidated damages for delay, the Contractor shall pay the Owner **one thousand two hundred dollars (1,200.00)** for each Day that expires after the time specified herein in the individual work orders for the Contractor to achieve Substantial Completion of the entire Work, until achieved.

1.08 SCOPE OF LIQUIDATED DAMAGES

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

CONTRACT DOCUMENTS

- 1.09 Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

Document 00 0115	List of Drawings
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 5300	Work Order
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 9113	Addenda
Document 02 1000	Technical Specifications

- 1.010 There are no contract documents other than those listed above. The contract documents may only be amended, modified or supplemented as provided in document 00 7200 (general conditions).

MISCELLANEOUS

- 1.011** Terms and abbreviations used in this agreement are defined in document 00 7200 (general conditions) and section 01 4200 (references and definitions) and will have the meaning indicated therein.
- 1.012** It is understood and agreed that in no instance are the persons signing this agreement for or on behalf of owner or acting as an employee, agent, or representative of owner, liable on this agreement or any of the contract documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of owner is limited and confined to such liability as authorized or imposed by the contract documents or applicable law.
- 1.013** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under section 4 of the clayton act (15 u.s.c. §15) or under the cartwright act (chapter 2 (commencing with §16700) of part 2 of division 7 of the business and professions code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time owner tenders final payment to contractor, without further acknowledgment by the parties.
- 1.014** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by director of the state of California department of industrial relations, are deemed included in the contract documents and on file at owner's office, and shall be made available to any interested party on request. Pursuant to California labor code §§ 1860 and 1861, in accordance with the provisions of section 3700 of the labor code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of section 3700 of the labor code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and contractor shall comply with such provisions before commencing the performance of the work of the contract documents.
- 1.015** During the term of this agreement, contractor warrants that it is currently registered with the department of industrial relations and qualified to perform public work consistent with labor code section 1725.5. Contractor further warrants that any subcontractors who are subject to public contract code section 4104, are registered and qualified to perform public work consistent with labor code section 1725.5.
- 1.016** This project is subject to compliance monitoring and enforcement by the department of industrial relations.
- 1.017** This agreement and the contract documents shall be deemed to have been entered into in the county of Monterey, state of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the superior court for the county of Monterey.
- 1.018** In witness whereof the parties have executed this agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

By: _____
(Signature)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

END OF SECTION

SECTION 00 5200
AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [20__], by and between **Pro-Ex Construction Inc.** whose place of business is located at **3223 Luyung Dr. Rancho Cordova, Ca 95742** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [25-__] adopted on the [1/16/2025] **Thursday the 16th of January, 2025** awarded to Contractor the following Contract:

CONTRACT NUMBER 25-XX

2025 General Building On Call Contract
located at
Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 -SCOPE OF WORK OF THE CONTRACT

1.01 WORK OF THE CONTRACT

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 PRICE FOR COMPLETION OF THE WORK

- A. Owner shall pay Contractor Contract Sum(s) as defined in individual work orders and in accordance with the Specifications. Contract sums shall be based on the bid schedule. The Contract Sum of this contract can not be well defined at the outset but will not exceed one million dollars (\$1,000,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call work orders issued through out the year under this contract.

PART 2 - COMMENCEMENT AND COMPLETION OF WORK

1.03 COMMENCEMENT OF WORK

- A. The contract period shall be 1 year commencing on the date established in the Notice to Proceed. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
- B. No work shall commence on any individual work order after the Contract period expires.
- C. Owner reserves the right to modify or alter the Commencement Date.

1.04 COMPLETION OF WORK

- A. Contractor shall achieve Substantial Completion of the entire contract within **One year** from the Commencement Date
- B. Contractor shall achieve Substantial Completion of Individual Work Orders within the periods of time defined on individual Work Orders
- C. **Contractors** shall have **thirty (30) working days** following substantial completion of the later of the contract or completion date of the last Work Order to achieve Final Completion.

PROJECT REPRESENTATIVES

1.05 OWNER'S PROJECT MANAGER

- A. Owner has designated a Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

1.06 ARCHITECT/ENGINEER

- A. **[City of Seaside]** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

1.07 LIQUIDATED DAMAGE AMOUNTS

- A. Unless otherwise defined in individual work orders, as liquidated damages for delay, the Contractor shall pay the Owner **one thousand two hundred dollars (1,200.00)** for each Day that expires after the time specified herein in the individual work orders for the Contractor to achieve Substantial Completion of the entire Work, until achieved.

1.08 SCOPE OF LIQUIDATED DAMAGES

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

CONTRACT DOCUMENTS

- 1.09 Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

Document 00 0115	List of Drawings
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 5300	Work Order
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 9113	Addenda
Document 02 1000	Technical Specifications

- 1.010 There are no contract documents other than those listed above. The contract documents may only be amended, modified or supplemented as provided in document 00 7200 (general conditions).

MISCELLANEOUS

- 1.011** Terms and abbreviations used in this agreement are defined in document 00 7200 (general conditions) and section 01 4200 (references and definitions) and will have the meaning indicated therein.
- 1.012** It is understood and agreed that in no instance are the persons signing this agreement for or on behalf of owner or acting as an employee, agent, or representative of owner, liable on this agreement or any of the contract documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of owner is limited and confined to such liability as authorized or imposed by the contract documents or applicable law.
- 1.013** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under section 4 of the clayton act (15 u.s.c. §15) or under the cartwright act (chapter 2 (commencing with §16700) of part 2 of division 7 of the business and professions code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time owner tenders final payment to contractor, without further acknowledgment by the parties.
- 1.014** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by director of the state of California department of industrial relations, are deemed included in the contract documents and on file at owner's office, and shall be made available to any interested party on request. Pursuant to California labor code §§ 1860 and 1861, in accordance with the provisions of section 3700 of the labor code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of section 3700 of the labor code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and contractor shall comply with such provisions before commencing the performance of the work of the contract documents.
- 1.015** During the term of this agreement, contractor warrants that it is currently registered with the department of industrial relations and qualified to perform public work consistent with labor code section 1725.5. Contractor further warrants that any subcontractors who are subject to public contract code section 4104, are registered and qualified to perform public work consistent with labor code section 1725.5.
- 1.016** This project is subject to compliance monitoring and enforcement by the department of industrial relations.
- 1.017** This agreement and the contract documents shall be deemed to have been entered into in the county of Monterey, state of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the superior court for the county of Monterey.
- 1.018** In witness whereof the parties have executed this agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

By: _____
(Signature)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

END OF SECTION

SECTION 00 5300

WORK ORDER PROCESS

ARTICLE 1 -WORK ORDER PROCESS

1.01 DESIGN

- A. All project designs and scopes of work shall be developed by the Owner. Scopes of work will vary from full construction plans and specification, construction details and standard details, written scopes of work and focused drawings with details.
- B. Contractors shall never for any reason develop the scope of work for On Call work that they will carry out.

1.02 WORK ORDERS

- A. Work orders at a minimum shall include:
 - 1. The contract or legal agreement under which the work order is being issued,
 - 2. Date under which the overarching contract signed and notice to proceed is issued.
 - 3. A unique identifying project number containing the original contract number a hyphen and the chronological work order number in sequence.
 - 4. A location of the work
 - 5. A description of the work
 - 6. Quantities and agreed price for work
 - 7. Work order start and completion dates identifying the boundaries to the Period of Performance
 - 8. Signatures of the Contractor and City by persons with the legal authority to bid that entity.
 - 9. Final Acceptance of work sign off and completion date
- B. In the case of discrepancy or ambiguity in the Contract Documents, or between contract documents and Work Order scopes of work the Work Order shall prevail. However, in no account shall plans specifications or scopes of work included in work orders to this agreement ever excuse the contractor from performing work in accordance with the provision of the California building code, laws, ordinances other regulations.
- C. Work orders shall act as a Notice to Proceed for individual projects, and no additional Notice to Proceed will be need.

1.03 WORK ORDER VALUE

- A. Work order values shall be based on quantities defined in each individual work orders scope of work multiplied by the unit prices provided in the contractors bid for each line item of the Bid Schedule as shown in Section 00 4113.
 - 1. Where unit prices are given for multiple volumes of the same item, the line item value encompassing the total work order quantity for that item of work shall be used uniformly for all billing related to that item of work. (ie. If a work order requires 500sf of Furnish, Place Compact Class II Aggregate Base (under SW, 4";thick base bid)[F-4-a : F-4-c], and the following prices are provided:

F-4-a	Quantity: 1	Unit: SF	Unit Cost:\$25.00
F-4-b	Quantity: 101	Unit: SF	Unit Cost:\$15.00
F-4-c)	Quantity: 1001	Unit: SF	Unit Cost:\$ 4.40

The item value shall be 500SF * \$15.00/SF = \$7,500.00)
 - 2. Where two separate areas of work of a single work order have distinct quantities of the same line item, the quantities shall be added together and the unit cost used relating to the total value. (ie. A Work Order repairing two separate sidewalks where one sidewalk requires 500SF of Class II Aggregate Base and the other sidewalk requires 600SF of Class II Aggregate Base, the total Class II Aggregate Base are is 1,100SF and the Unit Cost used shall be \$4.40/SF

3. Where specific items of work not include in the Bid Schedule are required for completion of a job, the unit price for the most similar line item shall be used, and or fair market value shall be agreed to by both the City and Contractor. (ie. A single rail galvanized steel guard rail is needed for a project, and Item X-4-a is "Furnish and Install 1 1/2"; diameter galvanized steel pipe hand rail free standing \$135/LF. The \$135/LF
4. City shall rely on Cal Trans Standard Specifications Division 1 Section 9 for defining payment values for items of work not otherwise covered in the bid schedule. In case of a dispute, the City shall have ultimate authority to define fair market value.

WORK ORDER

Work Order Number: [AG No. - W.O. #] [Project Name]

Account Number: [###-####-####]

DESCRIPTION OF WORK: All Work shall be in accordance with the 2025 General Building On Call Contract. This Work Order includes, but not limited to, the following:

_____. Work shall be in accordance with the
plans and statement of work, Attachment No. 1.

Project Cost shall be _____ dollars [\$____,_____] per attached [Name of Contractor]
cost estimates dated [/ /], Attachment No. 2.

To End: 

City Acceptance of Completed Work: _____, []/[]/[]
[Name], [Job Title project manager] DATE
(Contractor's 1 – Year Guarantee Begins From Above Date)

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CITY OF SEASIDE STAFF REPORT

Item No.: 9.K.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Andreas Baer, Senior Engineer

DATE: January 16, 2025

SUBJECT: ADOPT A RESOLUTION APPROVING THE SPECIFICATIONS FOR THE 2025 GENERAL ENGINEERING ON CALL CONTRACT, AWARDING A NOT-TO-EXCEED CONSTRUCTION CONTRACT TO THE TWO (2) LOW BIDDERS THE DON CHAPIN CO INC., AND A TEICHERT & SON, INC. WITH AN ANNUAL FUNDING LIMIT OF \$1,000,000.00 AND DIRECTING THE PUBLIC WORKS DIRECTOR TO AUTHORIZE INDIVIDUAL WORK ORDERS

RECOMMENDATION

Adopt a resolution awarding contracts for the 2025 On-Call Job Order (General Engineering) Contracts.

BACKGROUND

DISCUSSION

On November 21st, 2024, the City Council authorized staff to utilize multiple on call construction contracts and directed staff to bid out general engineering and general building on call contracts for multiple on call contractors. On call construction contracts are efficient means to construct emergency work and capital improvement projects in a timely and cost-effective manner. On November 28th, 2024 staff advertised the 2025 General Building On Call Contract for bid.

Although the quantity of work cannot be well-defined at the outset of an annual On-Call contract, the type of work can be defined. The low bid public bidding process required contractors to provide unit pricing, labor rates, markups, and pricing schedules that establish clear unit costs for itemized and otherwise well-defined types of work anticipated-throughout the year.

To ensure the City has a readily available work force the bid was advertised for multiple on call contracts where individual work orders were offered first to the low bidder who will be entitled to perform the work unless the contractor declines the project, or the City determines the Contractor would be unable to timely and satisfactorily perform the Work due to bidder responsibility factors established by the City including, but not limited to, adequate financial, material, equipment, facility, workforce and personnel resources. Upon such determination by the City, the project shall be offered next to the second low bidder.

The 2025 on call contracts for the general building and general engineering trades are set to a not-to-exceed limit of \$1,000,000.00. The limit is adequate to cover multiple small projects, regularly recurring repetitive work, and to mobilize forces to respond immediately to a large scale emergency. Staff set the new construction project limit at \$175,000.00 to prevent the use of the On-Call contractor for large well planned non-emergency projects that would deplete the available fund.

Bids for the 2025 General Engineering On Call Contract were received on December 19th, 2024. Two (2) bids were received and opened publicly from the following contractors:

Contractor	Grand Total Bid
The Don Chapin Co. Inc.	\$84,768.02
A. Teichert and Son, Inc.	\$137,912.00

The award of the contract is based upon the lowest responsive, responsible bid comparing the contractors grand total bid amounts. The Don Chapin Co, Inc. is the lowest responsive and responsible bidder, with a bid of \$84,768.02. A. Teichert and Son, Inc. is the second low bidder with a grand total bid of \$137,912.00. Staff reviewed both bids and determined them to be responsive, and that the bidders and subcontractors have the necessary qualifications, and experience level to satisfactorily perform all work within the project scope. Staff is recommending to award annual on call general engineering contracts to the first low bidder The Don Chapin Co, Inc. and the second low bidder A. Teichert and Son, Inc. each for annual not-to-exceed \$1,000,000.00.

ENVIRONMENTAL COMPLIANCE

Award of an On Call contract with out defined work does not have a direct physical effect and is therefor excluded under CEQA. for work completed under this on call contract, this staff report establishes a list of categorical exemptions from the California Environmental Quality Act (CEQA) defining specific activities that fall within each class of exemptions set forth in Article 19 of the CEQA Guidelines. Projects consistent with the letter and intent of the exemptions expressed in such classes as defined herein are exempt when performed under this on call contract. All non-exempt projects shall undergo further environmental review with their findings and mitigations subject to City Council review and approval. Categorical exemptions are to be applied only where projects have not already been excluded from CEQA on some other basis. Projects that have no physical effects, or that involve only ministerial government action, are excluded.

The classes set forth in CEQA guidelines sections 15301 - 15332 are identified under the bold headings below, and explained for these exemptions as they apply to on call work in Seaside, Sand City, Del Rey Oaks, or the Presidio of Monterey including former Fort Ord areas.

Classes 3, 4, 11, and 32 are qualified by consideration of where the project is to be located. A project that would ordinarily be insignificant in its impact on the environment such as replacing a utility line under a downtown landscaped parcel may be significant, if it is in a particularly sensitive or

hazardous area such as Seaside East in former Fort Ord lands with maritime chaparral and endangers, listed, or special significance species. Therefore classes will not apply where the project may impact an area of special significance that has been designated, precisely mapped, and officially adopted pursuant to law by federal, state or local agencies, and these classes are marked with an asterisk (*). In addition all classes of exemptions are inapplicable when the cumulative impact of successive projects of the same type and/or in the same place over time are significant. Finally, exemptions shall not be applied in the following circumstances: (1) A categorical exemption shall not apply for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway; (2) A categorical exemption shall not apply for a project located on a site which is included on any list of hazardous waste sites compiled pursuant to Section 65962.5 of the Government Code; (3) A categorical exemption shall also not apply for a project which may cause a substantial adverse change in the significance of a historical resource.

CLASS 1: Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing. Examples include but are not limited to:

(a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.

(b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

(d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or

(2) 10,000 square feet if:

(A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and

(B) The area in which the project is located is not environmentally sensitive.

(f) Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices.

(g) New copy on existing on- and off-premise signs.

(h) Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of economic poisons, as defined in Division 7, Chapter 2, California Agricultural Code).

(i) Division of existing multiple-family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt.

(j) Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources.

(k) Conversion of a single-family residence to office use.

(l) Use of a single-family residence as a small family day care home, as defined in Section 1596.78 of the Health and Safety Code.

CLASS 2: REPLACEMENT OR RECONSTRUCTION

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. examples include but are not limited to:

(a) Replacement or reconstruction of existing schools and hospitals to provide earthquake-resistant structures which do not increase capacity more than 50 percent.

(b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

(c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

(d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

*** CLASS 3: NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include but are not limited to:

(a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.

(b) A duplex or similar multi-family residential structure totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes, and similar structures designed for not more than six dwelling units.

(c) A store, motel, office, restaurant and/or similar small commercial structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

*** CLASS 4: MINOR ALTERATIONS TO LAND**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to:

(a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an Official Seismic Hazard Zone, as delineated by the State Geologist.

(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water-efficient or fire-resistant landscaping.

(c) Filling of earth into previously excavated land with material compatible with the natural features of the site.

(d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production.

(e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.

- (f) Minor trenching and backfilling where the surface is restored.
- (g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.
- (h) The creation of bicycle lanes on existing rights-of-way.
- (i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

CLASS 7: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF NATURAL RESOURCES

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Examples include but are not limited to wildlife preservation activities of the State Department of Fish and Game. Construction activities are not included in this exemption.

CLASS 8: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

CLASS 9: INSPECTIONS

Class 9 consists of activities limited entirely to inspection, to check for performance of an operation, or quality, health, or safety of a project, including related activities such as inspection for possible mislabeling, misrepresentation, or adulteration of products.

*** CLASS 11: ACCESSORY STRUCTURES**

Class 11 consists of construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

- (a) On-premise signs.
- (b) Small parking lots.
- (c) Placement of seasonal or temporary use items such as lifeguard towers, mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks, stadiums, or other facilities designed for public use.

CLASS 23: NORMAL OPERATIONS OF FACILITIES FOR PUBLIC GATHERINGS

Class 23 consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. Facilities included within this exemption include, but are not limited to, racetracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools, and amusement parks.

CLASS 29: COGENERATION PROJECTS AT EXISTING FACILITIES

Class 29 consists of the installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting the conditions described in this section.

- (a) At existing industrial facilities, the installation of cogeneration facilities will be exempt where it will:
 - (1) Result in no net increases in air emissions from the industrial facility, or will produce emissions lower than the amount that would require review under the new source review rules applicable in the county, and
 - (2) Comply with all applicable state, federal, and local air quality laws.
- (b) At commercial and industrial facilities, the installation of cogeneration facilities will be exempt if the installation will:
 - (1) Meet all the criteria described in Subsection (a),
 - (2) Result in no noticeable increase in noise to nearby residential structures,
 - (3) Be contiguous to other commercial or institutional structures.

CLASS 30: MINOR ACTIONS TO PREVENT, MINIMIZE, STABILIZE, MITIGATE OR ELIMINATE THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS WASTE OR HAZARDOUS SUBSTANCES

Class 30 consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less. No cleanup action shall be subject to this Class 30 exemption if the action requires the on site use of a hazardous waste incinerator or thermal treatment unit, with the exception of low temperature thermal desorption, or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site.

Examples of such minor cleanup actions include but are not limited to:

- (a) Removal of sealed, non-leaking drums or barrels of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted destination;
- (b) Maintenance or stabilization of berms, dikes, or surface impoundments;
- (c) Construction or maintenance of interim or temporary surface caps;
- (d) Onsite treatment of contaminated soils or sludges provided treatment system meets Title 22 requirements and local air district requirements;
- (e) Excavation and/or off site disposal of contaminated soils or sludges in regulated units;
- (f) Application of dust suppressants or dust binders to surface soils;
- (g) Controls for surface water run-on and run-off that meets seismic safety standards;
- (h) Pumping of leaking ponds into an enclosed container;
- (i) Construction of interim or emergency ground water treatment systems;
- (j) Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

CLASS 31: HISTORICAL RESOURCE RESTORATION/REHABILITATION

Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

*** CLASS 32: IN-FILL DEVELOPMENT PROJECTS**

Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

FISCAL IMPACT

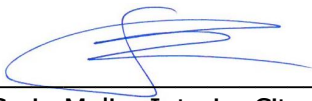
The On Call construction contracts with Pueblo Construction Inc. and Pro-Ex Construction Inc. are Not-To-Exceed Contracts for a cumulative one million dollars (\$1,000,000) over a single calendar year. The contract sum of these contracts can not be well defined at the outset. Contractors are not at any time guaranteed work under this contract, and work is issued only under the sole discretion of the City. The contract sum may be zero dollars (\$0.00) over a contract period.

Work under this contract will be issued under individual work orders as described in the Specifications. All work order shall undergo a financial review by the Finance Director to ensure sufficient funds are available for the work. Work Orders require signed approval by the Finance department prior to issuance. Funding will be made through individual project budgets and/or facility accounts. Work Orders will not be issued unless adequate project funding is identified prior to issuance.

ATTACHMENTS

1. Resolution
2. Chapin Bid
3. Teichert & Sons Inc Bid
4. Chapin Sample On Call Contract
5. Teichert Sample On Call Contract
6. Sample Work Order

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE SPECIFICATIONS FOR THE 2025 GENERAL ENGINEERING ON CALL CONTRACT, AWARDING A NOT-TO-EXCEED CONSTRUCTION CONTRACT TO THE TWO (2) LOW BIDDERS THE DON CHAPIN CO INC, AND A. TEICHERT & SON INC. WITH AN ANNUAL FUNDING LIMIT OF ONE MILLION (\$1,000,000.00) AND DIRECTING THE PUBLIC WORKS DIRECTOR TO AUTHORIZE INDIVIDUAL WORK ORDERS.

WHEREAS, November 21st, 2024 the City Council approved a resolution authorizing staff to utilize multiple on call construction contracts and directing staff to bid out general engineering and general building on call contracts for multiple on call contractors; and

WHEREAS, On call contract for construction work will provide the City of Seaside (City) with a readily available work force for construction work and emergency response often saving time and money; and

WHEREAS, On November 28th, 2024 the City advertised the 2025 General Engineering On Call Construction Contract for bid; and

WHEREAS, The Don Chapin Co Inc. was determined to have the lowest responsive and responsible bid in the amount of \$84,768.02; and

WHEREAS, A. Teichert & Son Inc. was determined to have the second lowest responsive and responsible bid in the amount of \$137,912.00; and

WHEREAS, The basis of award for the 2025 General Building On Call Construction Contract is determined by the lowest responsive responsible bid based on the grand total bid amount; and

WHEREAS, The Don Chapin Co Inc., and A. Teichert & Son Inc. have successfully demonstrated their qualifications by completing similar work projects; and

WHEREAS, Award of this on call contract for work that is not yet defined has no physical effect and is excluded from CEQA; and

WHEREAS, Award of an On Call contract without defined work does not have a direct physical effect and is therefore excluded under CEQA. for work completed under this on call contract, this staff report establishes a list of categorical exemptions from the California Environmental Quality Act (CEQA) defining specific activities that fall within each class of exemptions set forth in Article 19 of the CEQA Guidelines. Projects consistent with the letter and intent of the exemptions expressed in such classes as defined herein are exempt when performed under this on call contract. All non-exempt projects shall undergo further

environmental review with their findings and mitigations subject to City Council review and approval. Categorical exemptions are to be applied only where projects have not already been excluded from CEQA on some other basis. Projects that have no physical effects, or that involve only ministerial government action, are excluded.

The classes set forth in CEQA guidelines sections 15301 - 15332 are identified under the bold headings below, and explained for these exemptions as they apply to on call work in Seaside, Sand City, Del Rey Oaks, or the Presidio of Monterey including former Fort Ord areas.

Classes 3, 4, 11, and 32 are qualified by consideration of where the project is to be located. A project that would ordinarily be insignificant in its impact on the environment such as replacing a utility line under a downtown landscaped parcel may be significant, if it is in a particularly sensitive or hazardous area such as Seaside East in former Fort Ord lands with maritime chaparral and endangers, listed, or special significance species. Therefore classes will not apply where the project may impact an area of special significance that has been designated, precisely mapped, and officially adopted pursuant to law by federal, states or local agencies, and these classes are marked with an asterisk (*). In addition all classes of exemptions are inapplicable when the cumulative impact of successive projects of the same type and/or in the same place over time are significant. Finally, exemptions shall not be applied in the following circumstances: (1) A categorical exemption shall not apply for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway; (2) A categorical exemption shall not apply for a project located on a site which is included on any list of hazardous waste sites compiled pursuant to Section 65962.5 of the Government Code; (3) A categorical exemption shall also not apply for a project which may cause a substantial adverse change in the significance of a historical resource.

CLASS 1: Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing.

Examples include but are not limited to:

- (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.
- (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.
- (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).
- (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.
- (e) Additions to existing structures provided that the addition will not result in an increase of more than:
 - (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or

(2) 10,000 square feet if:

- (A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and
- (B) The area in which the project is located is not environmentally sensitive.
- (f) Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices.
- (g) New copy on existing on- and off-premise signs.
- (h) Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of economic poisons, as defined in Division 7, Chapter 2, California Agricultural Code).
- (i) Division of existing multiple-family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt.
- (j) Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources.
- (k) Conversion of a single-family residence to office use.
- (l) Use of a single-family residence as a small family day care home, as defined in Section 1596.78 of the Health and Safety Code.

CLASS 2: REPLACEMENT OR RECONSTRUCTION

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. examples include but are not limited to:

- (a) Replacement or reconstruction of existing schools and hospitals to provide earthquake-resistant structures which do not increase capacity more than 50 percent.
- (b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.
- (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.
- (d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

*** CLASS 3: NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include but are not limited to:

- (a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.
- (b) A duplex or similar multi-family residential structure totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes, and similar

structures designed for not more than six dwelling units.

(c) A store, motel, office, restaurant and/or similar small commercial structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

*** CLASS 4: MINOR ALTERATIONS TO LAND**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to:

(a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an Official Seismic Hazard Zone, as delineated by the State Geologist.

(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water-efficient or fire-resistant landscaping.

(c) Filling of earth into previously excavated land with material compatible with the natural features of the site.

(d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production.

(e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.

(f) Minor trenching and backfilling where the surface is restored.

(g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.

(h) The creation of bicycle lanes on existing rights-of-way.

(i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

CLASS 7: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF NATURAL RESOURCES

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Examples include

but are not limited to wildlife preservation activities of the State Department of Fish and Game. Construction activities are not included in this exemption.

CLASS 8: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

CLASS 9: INSPECTIONS

Class 9 consists of activities limited entirely to inspection, to check for performance of an operation, or quality, health, or safety of a project, including related activities such as inspection for possible mislabeling, misrepresentation, or adulteration of products.

*** CLASS 11: ACCESSORY STRUCTURES**

Class 11 consists of construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

- (a) On-premise signs.
- (b) Small parking lots.
- (c) Placement of seasonal or temporary use items such as lifeguard towers, mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks, stadiums, or other facilities designed for public use.

CLASS 23: NORMAL OPERATIONS OF FACILITIES FOR PUBLIC GATHERINGS

Class 23 consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. Facilities included within this exemption include, but are not limited to, racetracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools, and amusement parks.

CLASS 29: COGENERATION PROJECTS AT EXISTING FACILITIES

Class 29 consists of the installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting the conditions described in this section.

(a) At existing industrial facilities, the installation of cogeneration facilities will be exempt where it will:

- (1) Result in no net increases in air emissions from the industrial facility, or will produce emissions lower than the amount that would require review under the new source review rules applicable in the county, and
- (2) Comply with all applicable state, federal, and local air quality laws.

(b) At commercial and industrial facilities, the installation of cogeneration facilities will be exempt if the installation will:

- (1) Meet all the criteria described in Subsection (a),
- (2) Result in no noticeable increase in noise to nearby residential structures,
- (3) Be contiguous to other commercial or institutional structures.

CLASS 30: MINOR ACTIONS TO PREVENT, MINIMIZE, STABILIZE, MITIGATE OR ELIMINATE THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS WASTE OR HAZARDOUS SUBSTANCES

Class 30 consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less. No cleanup action shall be subject to this Class 30 exemption if the action requires the on site use of a hazardous waste incinerator or thermal treatment unit, with the exception of low temperature thermal desorption, or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site.

Examples of such minor cleanup actions include but are not limited to:

- (a) Removal of sealed, non-leaking drums or barrels of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted destination;
- (b) Maintenance or stabilization of berms, dikes, or surface impoundments;
- (c) Construction or maintenance of interim or temporary surface caps;
- (d) Onsite treatment of contaminated soils or sludges provided treatment system meets Title 22 requirements and local air district requirements;
- (e) Excavation and/or off site disposal of contaminated soils or sludges in regulated units;
- (f) Application of dust suppressants or dust binders to surface soils;
- (g) Controls for surface water run-on and run-off that meets seismic safety standards;
- (h) Pumping of leaking ponds into an enclosed container;
- (i) Construction of interim or emergency ground water treatment systems;
- (j) Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

CLASS 31: HISTORICAL RESOURCE RESTORATION/REHABILITATION

Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

*** CLASS 32: IN-FILL DEVELOPMENT PROJECTS**

Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves Specifications for the 2025 General Engineering On Call Contract dated 11/1/2024; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with The Don Chapin Co Inc. as the first low bidder for a total annual not-to-exceed of \$1,000,000.00 with an option for four (4) additional one-year (1-year) extensions; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with A. Teichert & Son Inc. as the second low bidder for a total annual not-to-exceed of \$1,000,000.00 with an option for four (4) additional one-year (1-year) extensions; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside directs the Public Works Director of the City of Seaside to authorize individual Work Orders under this 2025 General Engineering On Call Contract.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 16th day of January, 2025, 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

SECTION 00 0101

PROJECT MANUAL

for

2025 General Engineering On Call Contract

located at

Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955

CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS



Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955


Approved by: Thomas Korman
Public Works Director


Recommended by: Andreas Baer
Senior Engineer

Advertisement Date: December 28th, 2024

Bid Date: December 19th, 2024

SECTION 00 4113

BID FORM

BID FORM TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

The Don Chapin Co., Inc.

(Firm/Company Name)

Re: **2025 General Engineering On Call Contract** located at Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
One	12/12/2024	

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

DOCUMENT 00 9113

ADDENDA No. 1

CITY OF SEASIDE

2025 General Engineering On Call Contract

located at

1635 BROADWAY AVE.
SEASIDE, CALIFORNIA, 93955

This Addendum is being issued providing clarifications and revisions to the 2025 General Engineering On Call Contract Project Manual. The clarifications and revisions declared in this Addendum become an essential element to the contract documents. All bidders shall acknowledge all Addendums in their submitted Bid by listing each Addendum, its publication date, and signing the table provided on the Bid Form Section 00-4113-01 Item 3. Failure to acknowledge receipt of this Addendum will result in a non-responsive bid. The contract documents to be executed will contain a copy of this Addendum. This Addendum shall supersede the original contract documents and previous addenda, and shall take precedence over anything to the contrary therein.

CLARIFICATIONS:

Question 1: *Would you provide a copy of the awarded unit pricing from past contracts?*

Answer 1: *This is the first time the City of Seaside had bid a General Engineering On Call Contract. Seaside does not have unit pricing from past contracts.*

Question 2: *How do I attain the bid documents for this project?*

Answer 2: *All City of Seaside bid documents are available on line at the following website (<http://www.ci.seaside.ca.us/Bids.aspx>). Follow section 00 2113 Instructions to Bidders for full bidding instructions.*

Question 3: *Is there a geotechnical and materials testing component to this IQC?*

Answer 3: *Material testing shall be covered as discussed in the Specification. See section 01 1100-3 C-Earthwork that states:*

"Payment for Earthwork shall be paid per cubic foot (CF). Compaction testing is required in this contract. Initial compaction testing as required shall be paid per Section 9-1.03, Force Account, of the Standard Specifications. This item includes compaction test and report generation. Succeeding test on the same area due to failure of initial test shall be borne by the Contractor."

Question 4: *What is the work order dollar limit under this contract?*

Answer 4: *2025 General Engineering On Call Contract has an annual contract limit of \$1,000,000.00 which could be spent through a single work order, multiple work orders, or may not be spent at all. The only work order dollar limit is for new construction. New construction work orders are limited to a dollar value of \$175,000.00.*

Question 5: Will the City of Seaside provide an Excel version of the bid schedule?

Answer 5: *The City of Seaside is providing a digital version of the bid schedule. Contractors may complete the digital version and submit it with their bid.*

REVISIONS:

Revision 1: Specification Section 00-4113 "Bid Form" shall be replaced with the revised attached specification section Revision 1 12/12/2024.

Section 00-4113 is being revised because items F-6-a Concrete Slicing (SW) and HH-1-a Concrete Sidewalk Slicing are redundant. Item F-6-a is hereby removed. In addition, the bid schedule was missing items CC-1-b, and items CC-1-c.

Revision 2: Specification Section 01-1100 "Summary" shall be replaced with the revised attached specification section Revision 1 12/12/2024.

Section 01-1100 is being revised because items F-6 Concrete Slicing (SW) and HH-1 Concrete Sidewalk Slicing are redundant. Item F-6 is hereby removed.

All bidders shall acknowledge all Addendums in their submitted Bid by listing each Addendum, its publication date, and signing the table provided on the Bid Form Section 00-4113-01 Item 3. Failure to acknowledge receipt of this Addendum will result in a non-responsive bid. Owner will receive bids either by email sent to pwinfo@ci.seaside.ca.us, or as sealed bids delivered to the office of the City Clerk, City of Seaside City Hall, 440 Harcourt Ave, Seaside, California, 93955, until 3:00 pm Friday December 19th, 2024.

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **12/12/2024**

This addenda and any future addenda are hereby incorporated into the project Specifications. The contractor is responsible for all work covered in this addenda and any future addenda.

END OF DOCUMENT

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

BID SCHEDULE

" See Attached "

Item No.	Description	Approx. Quantity	Unit	Unit Price
A – TREE PROTECTION				
A-1-a	Tree Protection with Fencing (Chain-link)	1	LF	
A-1-b	Tree Protection with Fencing (Plastic)	1	LF	
A-2-a	Tree Protection Labor Premium	1	Hr	
A-3-a	Spray/Wrap Monterey Pine	1	Ea	
A-4-a	Tree Well Liner	1	Ea	
B – CLEARING AND GRUBBING				
B-1-a	Clearing and Grubbing (Grass)	1	SF	
B-1-b	Clearing and Grubbing (Grass)	101	SF	
B-2-a	Clearing and Grubbing (Bushes)	1	SF	
B-2-b	Clearing and Grubbing (Bushes)	101	SF	
B-3-a	Clearing and Grubbing (Objectionable Material)	1	SF	
B-3-b	Clearing and Grubbing (Objectionable Material)	101	SF	
B-4-a	Tree Removal and Disposal (12" Diameter Base Bid)	1	Ea	
B-4-b	Tree Removal and Disposal (12" Diameter Increment)	1	Ea	
C – EARTHWORK				
C-1-a	Earthwork on site (Excavation/stockpiling)	1	CF	
C-1-b	Earthwork on site (Excavation/stockpiling)	201	CF	
C-1-c	Earthwork on site (Excavation/stockpiling)	501	CF	
C-1-d	Earthwork on site (Excavation/stockpiling)	1001	CF	
C-1-e	Earthwork on site (Onsite Handling, Place and Compact)	1	CF	
C-1-f	Earthwork on site (Onsite Handling, Place and Compact)	201	CF	
C-1-g	Earthwork on site (Onsite Handling, Place and Compact)	501	CF	

Item No.	Description	Approx. Quantity	Unit	Unit Price	Total
A-1-a	TREE PROTECTION WITH FENCING (CHAIN-LINK)	1	LF	\$ 5.00	\$5.00
A-1-b	TREE PROTECTION WITH FENCING (PLASTIC)	1	LF	\$ 12.00	\$12.00
A-2-a	TREE PROTECTION LABOR PREMIUM	1	Hr	\$ 95.00	\$95.00
A-3-a	SPRAY/WRAP MONTEREY PINE	1	Ea	\$ 25.00	\$25.00
A-4-a	TREE WELL LINER	1	Ea	\$ 50.00	\$50.00
B-1-a	CLEARING AND GRUBBING (GRASS)	1	SF	\$ 15.00	\$15.00
B-1-b	CLEARING AND GRUBBING (GRASS)	101	SF	\$ 4.00	\$404.00
B-2-a	CLEARING AND GRUBBING (BUSHES)	1	SF	\$ 15.00	\$15.00
B-2-b	CLEARING AND GRUBBING (BUSHES)	101	SF	\$ 4.00	\$404.00
B-3-a	CLEARING AND GRUBBING (OBJECTIONABLE MATERIAL)	1	SF	\$ 15.00	\$15.00
B-3-b	CLEARING AND GRUBBING (OBJECTIONABLE MATERIAL)	101	SF	\$ 3.50	\$353.50
B-4-a	TREE REMOVAL AND DISPOSAL (12"; DIAMETER BASE BID)	1	Ea	\$ 1,000.00	\$1,000.00
B-4-b	TREE REMOVAL AND DISPOSAL (12"; DIAMETER INCREMENT)	1	Ea	\$ 500.00	\$500.00
C-1-a	EARTHWORK ON SITE (EXCAVATION/STOCKPILING)	1	CF	\$ 36.00	\$36.00
C-1-b	EARTHWORK ON SITE (EXCAVATION/STOCKPILING)	201	CF	\$ 25.00	\$5,025.00
C-1-c	EARTHWORK ON SITE (EXCAVATION/STOCKPILING)	501	CF	\$ 12.00	\$6,012.00
C-1-d	EARTHWORK ON SITE (EXCAVATION/STOCKPILING)	1001	CF	\$ 4.00	\$4,004.00
C-1-e	EARTHWORK ON SITE (ONSITE HANDLING, PLACE AND COMPACT)	1	CF	\$ 36.00	\$36.00
C-1-f	EARTHWORK ON SITE (ONSITE HANDLING, PLACE AND COMPACT)	201	CF	\$ 25.00	\$5,025.00
C-1-g	EARTHWORK ON SITE (ONSITE HANDLING, PLACE AND COMPACT)	501	CF	\$ 10.00	\$5,010.00
C-1-h	EARTHWORK ON SITE (ONSITE HANDLING, PLACE AND COMPACT)	1001	CF	\$ 4.00	\$4,004.00
C-2-a	EARTHWORK OFF HAUL AND DISPOSAL (EXCAVATION, OFF HAUL, DISPOSAL)	1	CF	\$ 30.00	\$30.00
C-2-b	EARTHWORK OFF HAUL AND DISPOSAL (EXCAVATION, OFF HAUL, DISPOSAL)	201	CF	\$ 12.00	\$2,412.00
C-2-c	EARTHWORK OFF HAUL AND DISPOSAL (EXCAVATION, OFF HAUL, DISPOSAL)	501	CF	\$ 8.00	\$4,008.00
C-2-d	EARTHWORK OFF HAUL AND DISPOSAL (EXCAVATION, OFF HAUL, DISPOSAL)	1001	CF	\$ 5.00	\$5,005.00
C-3-a	EARTHWORK AND IMPORT BACKFILL (FURNISH, PLACE, COMPACT)	1	CF	\$ 35.00	\$35.00
C-3-b	EARTHWORK AND IMPORT BACKFILL (FURNISH, PLACE, COMPACT)	201	CF	\$ 15.00	\$3,015.00
C-3-c	EARTHWORK AND IMPORT BACKFILL (FURNISH, PLACE, COMPACT)	501	CF	\$ 10.00	\$5,010.00
C-3-d	EARTHWORK AND IMPORT BACKFILL (FURNISH, PLACE, COMPACT)	1001	CF	\$ 6.00	\$6,006.00
D-1-a	SAWCUT (VC)	1	Ea	\$ 30.00	\$30.00
D-2-a	DEMOLITION AND DISPOSAL (VC)	1	LF	\$ 40.00	\$40.00
D-2-b	DEMOLITION AND DISPOSAL (VC)	21	LF	\$ 25.00	\$525.00

D-2-c	DEMOLITION AND DISPOSAL (VC)	101	LF	\$	20.00	\$2,020.00
D-3-a	DEMOLITION AND DISPOSAL (VC)	1	LF	\$	75.00	\$75.00
D-3-b	FORM, PLACE AND FINISH (VC)	21	LF	\$	50.00	\$1,050.00
D-3-c	FORM, PLACE AND FINISH (VC)	101	LF	\$	30.00	\$3,030.00
D-4-a	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER VC, 4"; THICK BASE BID)	1	SF	\$	24.00	\$24.00
D-4-b	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER VC, 4"; THICK BASE BID)	21	SF	\$	12.00	\$252.00
D-4-c	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER VC, 4"; THICK BASE BID)	101	SF	\$	8.00	\$808.00
D-4-d	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER VC, 2"; THICK INCREMENT)	1	SF	\$	3.00	\$3.00
D-5-a	DOWEL (VC)	1	N/A	\$	25.00	\$25.00
E-1-a	SAWCUT (CG)	1	N/A	\$	35.00	\$35.00
E-2-a	DEMOLITION AND DISPOSAL (CG)	1	LF	\$	60.00	\$60.00
E-2-b	DEMOLITION AND DISPOSAL (CG)	21	LF	\$	50.00	\$1,050.00
E-2-c	DEMOLITION AND DISPOSAL (CG)	101	LF	\$	30.00	\$3,030.00
E-2-d	DEMOLITION AND DISPOSAL (CG)	501	LF	\$	20.00	\$10,020.00
E-3-a	FORM, PLACE AND FINISH (CG)	1	LF	\$	100.00	\$100.00
E-3-b	FORM, PLACE AND FINISH (CG)	21	LF	\$	80.00	\$1,680.00
E-3-c	FORM, PLACE AND FINISH (CG) 101 \$	101	LF	\$	75.00	\$7,575.00
E-3-d	FORM, PLACE AND FINISH (CG)	501	LF	\$	40.00	\$20,040.00
E-4-a	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER CG, 4"; THICK BASE BID)	1	SF	\$	24.00	\$24.00
E-4-b	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER CG, 4"; THICK BASE BID)	21	SF	\$	12.00	\$252.00
E-4-c	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER CG, 4"; THICK BASE BID)	101	SF	\$	8.00	\$808.00
E-4-d	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER CG, 4"; THICK BASE BID)	501	SF	\$	5.00	\$2,505.00
E-4-e	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER VC, 2"; THICK INCREMENT)	1	SF	\$	3.00	\$3.00
E-5-a	FORM, PLACE AND FINISH 12"; GUTTER (CG)	1	LF	\$	15.00	\$15.00
E-6-a	FORM, PLACE AND FINISH 18"; GUTTER (CG)	1	LF	\$	20.00	\$20.00
E-7-a	DOWEL (CG)	1	Ea	\$	50.00	\$50.00
F-1-a	SAWCUT (SW, 4"; THICK BASE BID)	1	LF	\$	50.00	\$50.00
F-1-b	SAWCUT (SW, 4"; THICK BASE BID)	51	LF	\$	10.00	\$510.00
F-1-c	SAWCUT (SW, 1"; THICK INCREMENT)	1	LF	\$	2.00	\$2.00
F-2-a	DEMOLITION AND DISPOSAL (SW)	1	CF	\$	40.00	\$40.00
F-2-b	DEMOLITION AND DISPOSAL (SW)	101	CF	\$	30.00	\$3,030.00
F-3-a	FORM, PLACE AND FINISH (SW)	1	SF	\$	50.00	\$50.00
F-3-b	FORM, PLACE AND FINISH (SW)	101	SF	\$	35.00	\$3,535.00
F-3-c	FORM, PLACE AND FINISH (SW)	1001	SF	\$	10.00	\$10,010.00
F-4-a	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER SW, 4"; THICK BASE BID)	1	SF	\$	25.00	\$25.00
F-4-b	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER SW, 4"; THICK BASE BID)	101	SF	\$	12.00	\$1,212.00
F-4-c	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER SW, 4"; THICK BASE BID)	1001	SF	\$	5.00	\$5,005.00

F-4-d	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER SW, 2"; THICK INCREMENT)	1	SF	\$ 3.00	\$3.00
F-5-a	DOWEL (SW)	1	Ea	\$ 40.00	\$40.00
G-1-a	SAWCUT (SWX, 6"; THICK BASE BID)	1	LF	\$ 50.00	\$50.00
G-1-b	SAWCUT (SWX, 6"; THICK BASE BID)	51	LF	\$ 10.00	\$510.00
G-1-c	SAWCUT (SWX, 1"; THICK INCREMENT)	1	LF	\$ 2.00	\$2.00
G-2-a	DEMOLITION AND DISPOSAL (SWX)	1	CF	\$ 40.00	\$40.00
G-2-b	DEMOLITION AND DISPOSAL (SWX)	101	CF	\$ 35.00	\$3,535.00
G-3-a	FORM, PLACE AND FINISH (SWX)	1	SF	\$ 50.00	\$50.00
G-3-b	FORM, PLACE AND FINISH (SWX)	101	SF	\$ 25.00	\$2,525.00
G-3-c	FORM, PLACE AND FINISH (SWX)	1001	SF	\$ 8.00	\$8,008.00
G-4-a	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER SWX, 4"; THICK BASE	1	SF	\$ 25.00	\$25.00
G-4-b	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER SWX, 4"; THICK BASE	101	SF	\$ 12.00	\$1,212.00
G-4-c	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER SWX, 4"; THICK BASE	1001	SF	\$ 5.00	\$5,005.00
G-4-d	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER SWX, 2"; THICK INCREMENT)	1	SF	\$ 3.00	\$3.00
G-5-a	DOWEL (SWX)	1	Ea	\$ 40.00	\$40.00
H-1-a	SAWCUT (CR, 6"; THICK BASE BID)	1	LF	\$ 40.00	\$40.00
H-1-b	SAWCUT (CR, 1"; THICK INCREMENT)	1	LF	\$ 2.00	\$2.00
H-2-a	DEMOLITION AND DISPOSAL (CR)	1	CF	\$ 40.00	\$40.00
H-3-a	FORM, PLACE AND FINISH (CR)	1	SF	\$ 50.00	\$50.00
H-4-a	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER CR, 4"; THICK BASE BID)	1	SF	\$ 25.00	\$25.00
H-4-b	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER CR, 2"; THICK	1	SF	\$ 15.00	\$15.00
H-5-a	DOWEL (CR)	1	Ea	\$ 40.00	\$40.00
I-1-a	SAWCUT (XG, 6"; THICK BASE BID)	1	LF	\$ 25.00	\$25.00
I-1-b	SAWCUT (XG, 1"; THICK INCREMENT)	1	LF	\$ 2.00	\$2.00
I-2-a	DEMOLITION AND DISPOSAL (XG)	1	CF	\$ 35.00	\$35.00
I-3-a	FORM, PLACE AND FINISH (XG)	1	SF	\$ 50.00	\$50.00
I-4-a	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER XG, 4"; THICK BASE BID)	1	SF	\$ 25.00	\$25.00
I-4-b	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER XG, 2"; THICK INCREMENT)	1	SF	\$ 3.00	\$3.00
I-5-a	DOWEL (XG)	1	Ea	\$ 40.00	\$40.00
J-1-a	SAWCUT (HMAD)	1	Ea	\$ 25.00	\$25.00
J-2-a	DEMOLITION AND DISPOSAL (HMAD)	1	LF	\$ 10.00	\$10.00
J-3-a	FURNISH AND PLACE (HMAD, TYPE A)	1	LF	\$ 15.00	\$15.00
J-3-b	FURNISH AND PLACE (HMAD, TYPE A)	101	LF	\$ 15.00	\$1,515.00
J-4-a	FURNISH AND PLACE (HMAD, TYPE E)	1	LF	\$ 15.00	\$15.00
J-4-b	FURNISH AND PLACE (HMAD, TYPE E)	101	LF	\$ 5.00	\$505.00
K-1-a	FURNISH AND INSTALL WIRE MESH (6X6-W10XW10)	1	SF	\$ 3.00	\$3.00
L-1-a	ADD INTEGRAL COLOR	1	Lb	\$ 17.00	\$17.00
M-1-a	FURNISH, PLACE AND FINISH (DGSW, 4"; THICK)	1	SF	\$ 10.00	\$10.00

M-2-a	FURNISH, PLACE AND FINISH CEMENT STABILIZED DECOMPOSED GRANITE SIDEWALK, 4"; THICK	1	SF	\$ 20.00	\$20.00
M-3-a	FURNISH, PLACE AND FINISH DECOMPOSED GRANITE SIDEWALK WITH BINDER, 4"; THICK	1	SF	\$ 30.00	\$30.00
M-4-a	FURNISH AND INSTALL 2"; X 4"; HEADER BOARD WITH STAKE (DGSW)	1	LF	\$ 20.00	\$20.00
M-4-b	FURNISH AND INSTALL 2"; X 4"; HEADER BOARD WITH STAKE (DGSW)	101	LF	\$ 8.00	\$808.00
N-1-a	DEMOLITION AND DISPOSAL (HMASW)	1	SF	\$ 10.00	\$10.00
N-1-b	DEMOLITION AND DISPOSAL (HMASW)	101	SF	\$ 6.00	\$606.00
N-2-a	FURNISH, PLACE AND FINISH (HMASW, 2"; THICK)	1	SF	\$ 15.00	\$15.00
N-2-b	FURNISH, PLACE AND FINISH (HMASW, 2"; THICK)	101	SF	\$ 6.00	\$606.00
N-3-a	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER HMASW, 4"; THICK BASE BID)	1	SF	\$ 25.00	\$25.00
N-3-b	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER HMASW, 4"; THICK BASE BID)	101	SF	\$ 9.00	\$909.00
N-3-c	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER HMASW, 2"; THICK INCREMENT)	1	SF	\$ 3.00	\$3.00
N-4-a	FURNISH AND INSTALL 2"; X 4"; HEADER BOARD WITH STAKE (HMASW)	1	LF	\$ 20.00	\$20.00
N-4-b	FURNISH AND INSTALL 2"; X 4"; HEADER BOARD WITH STAKE (HMASW)	101	LF	\$ 8.00	\$808.00
O-1-a	SAWCUT (CST, 6"; THICK BASE BID)	1	LF	\$ 25.00	\$25.00
O-1-b	SAWCUT (CST, 1"; THICK INCREMENT)	1	LF	\$ 2.00	\$2.00
O-2-a	DEMOLITION AND DISPOSAL (CST, 6"; THICK MAXIMUM)	1	CF	\$ 45.00	\$45.00
O-2-b	DEMOLITION AND DISPOSAL (CST, 6"; THICK MAXIMUM)	101	CF	\$ 25.00	\$2,525.00
O-3-a	DEMOLITION AND DISPOSAL (CST, GREATER THAN 6"; THICK)	1	CF	\$ 45.00	\$45.00
O-3-b	DEMOLITION AND DISPOSAL (CST, GREATER THAN 6"; THICK)	101	CF	\$ 25.00	\$2,525.00
O-4-a	FORM, PLACE AND FINISH (CST, 6"; THICK BASE BID)	1	SF	\$ 60.00	\$60.00
O-4-b	FORM, PLACE AND FINISH (CST, 6"; THICK BASE BID)	101	SF	\$ 35.00	\$3,535.00
O-4-c	FORM, PLACE AND FINISH (CST, 6"; THICK BASE BID)	501	SF	\$ 18.00	\$9,018.00
O-4-d	FORM, PLACE AND FINISH (CST, 1"; THICK INCREMENT)	1	SF	\$ 10.00	\$10.00
O-5-a	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER CST, 4"; THICK BASE BID)	1	SF	\$ 25.00	\$25.00
O-5-b	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER CST, 4"; THICK BASE BID)	101	SF	\$ 12.00	\$1,212.00
O-5-c	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER CST, 2"; THICK INCREMENT)	1	SF	\$ 3.00	\$3.00
O-6-a	FURNISH AND INSTALL REINFORCING BARS (CST, GRADE 40)	1	Lb	\$ 5.00	\$5.00
O-6-b	FURNISH AND INSTALL REINFORCING BARS (CST, GRADE 60)	1	Lb	\$ 7.00	\$7.00

P-1-a	SAWCUT (TCP, 2"; THICK BASE BID)	1	LF	\$	10.00	\$10.00
P-1-b	SAWCUT (TCP, 1"; THICK INCREMENT)	1	LF	\$	3.00	\$3.00
P-2-a	DEMOLITION AND DISPOSAL (TCP, 6"; THICK MAXIMUM)	1	CF	\$	15.00	\$15.00
P-2-b	DEMOLITION AND DISPOSAL (TCP, 6"; THICK MAXIMUM)	101	CF	\$	15.00	\$1,515.00
P-3-a	DEMOLITION AND DISPOSAL (TCP, GREATER THAN 6"; THICK)	1	CF	\$	15.00	\$15.00
P-3-b	DEMOLITION AND DISPOSAL (TCP, GREATER THAN 6"; THICK)	101	CF	\$	15.00	\$1,515.00
P-4-a	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER TCP, 4"; THICK BASE BID)	1	SF	\$	25.00	\$25.00
P-4-b	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER TCP, 4"; THICK BASE BID)	101	SF	\$	12.00	\$1,212.00
P-4-c	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER TCP, 2"; THICK INCREMENT)	1	SF	\$	5.00	\$5.00
P-5-a	FURNISH, PLACE AND COMPACT HOT MIX ASPHALT (TCP, 2"; THICK BASE BID)	1	SF	\$	50.00	\$50.00
P-5-b	FURNISH, PLACE AND COMPACT HOT MIX ASPHALT (TCP, 2"; THICK BASE BID)	101	SF	\$	25.00	\$2,525.00
P-5-c	FURNISH, PLACE AND COMPACT HOT MIX ASPHALT (TCP, 1"; THICK INCREMENT)	1	SF	\$	5.00	\$5.00
Q-1-a	SAWCUT (PP, 2"; THICK BASE BID)	1	LF	\$	10.00	\$10.00
Q-1-b	SAWCUT (PP, 1"; THICK INCREMENT)	1	LF	\$	3.00	\$3.00
Q-2-a	DEMOLITION AND DISPOSAL (PP, 6"; THICK MAXIMUM)	1	CF	\$	15.00	\$15.00
Q-2-b	DEMOLITION AND DISPOSAL (PP, 6"; THICK MAXIMUM)	501	CF	\$	15.00	\$7,515.00
Q-2-c	DEMOLITION AND DISPOSAL (PP, 6"; THICK MAXIMUM)	1001	CF	\$	6.00	\$6,006.00
Q-3-a	DEMOLITION AND DISPOSAL (PP, GREATER THAN 6"; THICK)	1	CF	\$	15.00	\$15.00
Q-3-b	DEMOLITION AND DISPOSAL (PP, GREATER THAN 6"; THICK)	501	CF	\$	8.00	\$4,008.00
Q-3-c	DEMOLITION AND DISPOSAL (PP, GREATER THAN 6"; THICK)	1001	CF	\$	4.00	\$4,004.00
Q-4-a	DEMOLITION BY GRINDING	1	CF	\$	10.00	\$10.00
Q-4-b	DEMOLITION BY GRINDING	5001	CF	\$	1.00	\$5,001.00
Q-4-c	DISPOSAL OF GRINDING	1	CF	\$	5.00	\$5.00
Q-5-a	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER PP, 4"; THICK BASE BID)	1	SF	\$	20.00	\$20.00
Q-5-b	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER PP, 4"; THICK BASE BID)	501	SF	\$	6.00	\$3,006.00
Q-5-c	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER PP, 4"; THICK BASE BID)	1001	SF	\$	5.00	\$5,005.00
Q-5-d	FURNISH, PLACE AND COMPACT CLASS II AGGREGATE BASE (UNDER PP, 2"; THICK)	1	SF	\$	3.00	\$3.00
Q-6-a	FURNISH, PLACE AND COMPACT HOT MIX ASPHALT (PP, 2"; THICK BASE BID)	1	SF	\$	25.00	\$25.00

Q-6-b	FURNISH, PLACE AND COMPACT HOT MIX ASPHALT (PP, 2"; THICK BASE BID)	501	SF	\$ 7.00	\$3,507.00
Q-6-c	FURNISH, PLACE AND COMPACT HOT MIX ASPHALT (PP, 2"; THICK BASE BID)	1001	SF	\$ 5.00	\$5,005.00
Q-6-d	FURNISH, PLACE AND COMPACT HOT MIX ASPHALT (PP, 1"; THICK INCREMENT)	1	SF	\$ 3.00	\$3.00
Q-6-e	FURNISH, PLACE AND COMPACT HOT MIX ASPHALT (PP, LEVELING COURSE)	1	TON	\$ 450.00	\$450.00
R-1-a	REMOVAL AND DISPOSAL OF SIGN AND SIGN POST	1	Ea	\$ 75.00	\$75.00
R-2-a	SALVAGE AND REINSTALL SIGN AND SIGN POST	1	Ea	\$ 125.00	\$125.00
R-3-a	INSTALL NEW SIGN AND SIGN POST (CITY FURNISHED SIGN)	1	Ea	\$ 125.00	\$125.00
S-1-a	FURNISH AND INSTALL HIGH DENSITY POLYETHYLENE (HDPE) PIPE, 8"; DIAMETER	1	LF	\$ 20.00	\$20.00
S-1-b	FURNISH AND INSTALL HIGH DENSITY POLYETHYLENE (HDPE) PIPE, 8"; DIAMETER	51	LF	\$ 15.00	\$765.00
S-2-a	FURNISH AND INSTALL HIGH DENSITY POLYETHYLENE (HDPE) PIPE, 12"; DIAMETER	1	LF	\$ 30.00	\$30.00
S-2-b	FURNISH AND INSTALL HIGH DENSITY POLYETHYLENE (HDPE) PIPE, 12"; DIAMETER	51	LF	\$ 25.00	\$1,275.00
S-3-a	FURNISH AND INSTALL HIGH DENSITY POLYETHYLENE (HDPE) PIPE, 15"; DIAMETER	1	LF	\$ 40.00	\$40.00
S-3-b	FURNISH AND INSTALL HIGH DENSITY POLYETHYLENE (HDPE) PIPE, 15"; DIAMETER	51	LF	\$ 30.00	\$1,530.00
S-4-a	FURNISH AND INSTALL HIGH DENSITY POLYETHYLENE (HDPE) PIPE, 24"; DIAMETER	1	LF	\$ 60.00	\$60.00
S-4-b	FURNISH AND INSTALL HIGH DENSITY POLYETHYLENE (HDPE) PIPE, 24"; DIAMETER	51	LF	\$ 40.00	\$2,040.00
S-5-a	FURNISH AND INSTALL POLYVINYL CHLORIDE (PVC), 8"; DIAMETER	1	LF	\$ 30.00	\$30.00
S-5-b	FURNISH AND INSTALL POLYVINYL CHLORIDE (PVC), 8"; DIAMETER	51	LF	\$ 25.00	\$1,275.00
S-6-a	FURNISH AND INSTALL POLYVINYL CHLORIDE (PVC), 12"; DIAMETER	1	LF	\$ 65.00	\$65.00
S-6-b	FURNISH AND INSTALL POLYVINYL CHLORIDE (PVC), 12"; DIAMETER	51	LF	\$ 40.00	\$2,040.00
S-7-a	FURNISH AND INSTALL POLYVINYL CHLORIDE (PVC), 15"; DIAMETER	1	LF	\$ 80.00	\$80.00
S-7-b	FURNISH AND INSTALL POLYVINYL CHLORIDE (PVC), 15"; DIAMETER	51	LF	\$ 60.00	\$3,060.00
S-8-a	FURNISH AND INSTALL POLYVINYL CHLORIDE (PVC), 24"; DIAMETER	1	LF	\$ 200.00	\$200.00
S-8-b	FURNISH AND INSTALL POLYVINYL CHLORIDE (PVC), 24"; DIAMETER	51	LF	\$ 120.00	\$6,120.00
S-9-a	FURNISH AND INSTALL REINFORCED CONCRETE PIPE (RCP), 8"; DIAMETER	1	LF	\$ 0.01	\$.01
S-9-b	FURNISH AND INSTALL REINFORCED CONCRETE PIPE (RCP), 8"; DIAMETER	51	LF	\$ 0.01	\$.51
S-10-a	FURNISH AND INSTALL REINFORCED CONCRETE PIPE (RCP), 12"; DIAMETER	1	LF	\$ 65.00	\$65.00

S-10-b	FURNISH AND INSTALL REINFORCED CONCRETE PIPE (RCP), 12"; DIAMETER	51	LF	\$ 40.00	\$2,040.00
S-11-a	FURNISH AND INSTALL REINFORCED CONCRETE PIPE (RCP), 15"; DIAMETER	1	LF	\$ 80.00	\$80.00
S-11-b	FURNISH AND INSTALL REINFORCED CONCRETE PIPE (RCP), 15"; DIAMETER	51	LF	\$ 60.00	\$3,060.00
S-12-a	FURNISH AND INSTALL REINFORCED CONCRETE PIPE (RCP), 24"; DIAMETER	1	LF	\$ 200.00	\$200.00
S-12-b	FURNISH AND INSTALL REINFORCED CONCRETE PIPE (RCP), 24"; DIAMETER	51	LF	\$ 120.00	\$6,120.00
S-13-a	FURNISH AND INSTALL VITRIFIED CLAY PIPE (VCP), 8"; DIAMETER	1	LF	\$ 50.00	\$50.00
S-13-b	FURNISH AND INSTALL VITRIFIED CLAY PIPE (VCP), 8"; DIAMETER	51	LF	\$ 35.00	\$1,785.00
S-14-a	FURNISH AND INSTALL VITRIFIED CLAY PIPE (VCP), 12"; DIAMETER	1	LF	\$ 100.00	\$100.00
S-14-b	FURNISH AND INSTALL VITRIFIED CLAY PIPE (VCP), 12"; DIAMETER	51	LF	\$ 75.00	\$3,825.00
S-15-a	FURNISH AND INSTALL VITRIFIED CLAY PIPE (VCP), 15"; DIAMETER	1	LF	\$ 145.00	\$145.00
S-15-b	FURNISH AND INSTALL VITRIFIED CLAY PIPE (VCP), 15"; DIAMETER	51	LF	\$ 100.00	\$5,100.00
S-16-a	FURNISH AND INSTALL VITRIFIED CLAY PIPE (VCP), 24"; DIAMETER	1	LF	\$ 350.00	\$350.00
S-16-b	FURNISH AND INSTALL VITRIFIED CLAY PIPE (VCP), 24"; DIAMETER	51	LF	\$ 200.00	\$10,200.00
S-17-a	DEMOLITION AND DISPOSAL OF CATCH BASIN (STANDARD, 4' DEEP MAXIMUM BASE BID)	1	Ea	\$ 1,750.00	\$1,750.00
S-17-b	DEMOLITION AND DISPOSAL OF CATCH BASIN (EXTENDED, 4' DEEP MAXIMUM BASE BID)	1	Ea	\$ 1,750.00	\$1,750.00
S-17-c	DEMOLITION AND DISPOSAL OF MANHOLE (4' DEEP MAXIMUM BASE BID)	1	Ea	\$ 2,000.00	\$2,000.00
S-17-d	DEMOLITION AND DISPOSAL OF CATCH BASIN OR MANHOLE (1' DEEP INCREMENT)	1	LF	\$ 250.00	\$250.00
S-18-a	INSTALL CATCH BASIN (STANDARD, 4'; DEEP MAXIMUM BASE BID)	1	Ea	\$ 5,000.00	\$5,000.00
S-18-b	INSTALL CATCH BASIN (EXTENDED INLET, 4' DEEP MAXIMUM BASE BID)	1	Ea	\$ 5,500.00	\$5,500.00
S-18-c	INSTALL CATCH BASIN (STANDARD AND EXTENDED INLET, 1' DEEP INCREMENT)	1	LF	\$ 250.00	\$250.00
S-19-a	INSTALL MANHOLE (4'; DEEP MAXIMUM BASE BID)	1	Ea	\$ 5,000.00	\$5,000.00
S-19-b	INSTALL MANHOLE (1' DEEP INCREMENT)	1	LF	\$ 250.00	\$250.00
S-20-a	INSTALL CLEAN OUT	1	Ea	\$ 150.00	\$150.00
S-21-a	INSTALL CURB DRAIN	1	Ea	\$ 150.00	\$150.00
S-22-a	INSTALL EDGE DRAIN (4"; DIAMETER)	1	LF	\$ 25.00	\$25.00
S-23-a	SLURRY CEMENT BACKFILL	1	CF	\$ 18.00	\$18.00
S-24-a	DRAIN ROCK BACKFILL	1	CF	\$ 10.00	\$10.00
S-25-a	REPAIR SEWER LATERAL	1	LF	\$ 25.00	\$25.00
S-25-b	REPAIR SEWER LATERAL	11	LF	\$ 25.00	\$275.00
T-1-a	FURNISH AND INSTALL RAILROAD TIE RETAINING WALL (FIRST COURSE BASE BID)	1	LF	\$ 20.00	\$20.00

T-1-b	FURNISH AND INSTALL RAILROAD TIE RETAINING WALL (ADDITIONAL COURSE INCREMENT	1	LF	\$ 20.00	\$20.00
T-2-a	FURNISH AND INSTALL RAILROAD TIE STEPS	1	LF	\$ 20.00	\$20.00
U-1-a	FURNISH AND CONSTRUCT WOOD RETAINING WALL, 1' RETAINING WALL HEIGHT	1	LF	\$ 125.00	\$125.00
U-1-b	FURNISH AND CONSTRUCT WOOD RETAINING WALL, 1' RETAINING WALL HEIGHT	51	LF	\$ 50.00	\$2,550.00
U-2-a	FURNISH AND CONSTRUCT WOOD RETAINING WALL, 2' RETAINING WALL HEIGHT	1	LF	\$ 150.00	\$150.00
U-2-b	FURNISH AND CONSTRUCT WOOD RETAINING WALL, 2' RETAINING WALL HEIGHT	51	LF	\$ 60.00	\$3,060.00
U-3-a	FURNISH AND CONSTRUCT WOOD RETAINING WALL, 3' RETAINING WALL HEIGHT	1	LF	\$ 160.00	\$160.00
U-3-b	FURNISH AND CONSTRUCT WOOD RETAINING WALL, 3' RETAINING WALL HEIGHT	51	LF	\$ 50.00	\$2,550.00
U-4-a	FURNISH AND CONSTRUCT WOOD RETAINING WALL, 4' RETAINING WALL HEIGHT	1	LF	\$ 175.00	\$175.00
U-4-b	FURNISH AND CONSTRUCT WOOD RETAINING WALL, 4' RETAINING WALL HEIGHT	51	LF	\$ 50.00	\$2,550.00
V-1-a	FURNISH AND CONSTRUCT CONCRETE FOUNDATION (MRW)	1	SF	\$ 70.00	\$70.00
V-1-b	FURNISH AND CONSTRUCT CONCRETE FOUNDATION (MRW)	51	SF	\$ 35.00	\$1,785.00
V-2-a	FURNISH AND INSTALL REINFORCING BARS (MRW)	1	Lb	\$ 5.00	\$5.00
V-3-a	FURNISH AND CONSTRUCT MASONRY RETAINING WALL	1	SF	\$ 50.00	\$50.00
V-3-b	FURNISH AND CONSTRUCT MASONRY RETAINING WALL	51	SF	\$ 35.00	\$1,785.00
W-1-a	FURNISH AND CONSTRUCT CONCRETE FOUNDATION (CRW)	1	SF	\$ 70.00	\$70.00
W-1-b	FURNISH AND CONSTRUCT CONCRETE FOUNDATION (CRW)	51	SF	\$ 35.00	\$1,785.00
W-2-a	FURNISH AND INSTALL REINFORCING BARS (CRW)	1	Lb	\$ 5.00	\$5.00
W-3-a	FURNISH AND CONSTRUCT CONCRETE RETAINING WALL	1	SF	\$ 80.00	\$80.00
W-3-b	FURNISH AND CONSTRUCT CONCRETE RETAINING WALL	51	SF	\$ 40.00	\$2,040.00
X-1-a	FURNISH AND INSTALL WOOD HANDRAIL (ATTACHED TO RETAINING WALL)	1	LF	\$ 30.00	\$30.00
X-2-a	FURNISH AND INSTALL WOOD HANDRAIL (FREESTANDING)	1	LF	\$ 35.00	\$35.00
X-3-a	FURNISH AND INSTALL 1 1/2"; DIAMETER GALVANIZED STEEL PIPE HANDRAIL (ATTACHED TO RETAINING WALL)	1	LF	\$ 100.00	\$100.00
X-4-a	FURNISH AND INSTALL 1 1/2"; DIAMETER GALVANIZED STEEL PIPE HANDRAIL	1	LF	\$ 175.00	\$175.00
Y-1-a	FURNISH AND INSTALL LIGHT POST AND FIXTURE (STREET, DETAIL 510)	1	Ea	\$ 13,000.00	\$13,000.00
Y-1-b	FURNISH AND INSTALL LIGHT POST AND FIXTURE (PARKING LOT, DETAIL 505)	1	Ea	\$ 16,500.00	\$16,500.00
Y-2-a	INSTALL CONDUIT, 1"; DIAMETER	1	LF	\$ 25.00	\$25.00

Y-2-b	INSTALL CONDUIT, 1"; DIAMETER	76	LF	\$	4.00	\$304.00
Y-3-a	INSTALL CONDUIT, 2"; DIAMETER	1	LF	\$	30.00	\$30.00
Y-3-b	INSTALL CONDUIT, 2"; DIAMETER	76	LF	\$	5.50	\$418.00
Y-4-a	INSTALL CONDUIT, 3"; DIAMETER	1	LF	\$	30.00	\$30.00
Y-4-b	INSTALL CONDUIT, 3"; DIAMETER	76	LF	\$	7.00	\$532.00
Y-5-a	INSTALL CONDUCTOR	1	LF	\$	15.00	\$15.00
Y-6-a	INSTALL ELECTRIC PULL BOX	1	Ea	\$	250.00	\$250.00
Z-1-a	CHANGEABLE MESSAGE SIGN	1	DAY	\$	150.00	\$150.00
Z-2-a	FLAG PERSON	1	Hr	\$	100.00	\$100.00
AA-1-a	CONSTRUCTION STAKING	1	Hr	\$	225.00	\$225.00
BB-1-a	REMOVAL AND DISPOSAL OF FENCE AND GATES	1	LF	\$	20.00	\$20.00
BB-2-a	FURNISH AND INSTALL CHAIN-LINK FENCE (6' HIGH AND LESS)	1	LF	\$	70.00	\$70.00
BB-2-b	FURNISH AND INSTALL CHAIN-LINK FENCE (OVER 6' HIGH)	1	LF	\$	80.00	\$80.00
BB-3-a	FURNISH AND INSTALL GATE	1	SF	\$	65.00	\$65.00
BB-4-a	FURNISH AND INSTALL STRAND OF BARBED WIRE ON TOP OF CHAIN-LINK FENCES AND GATES (3' HIGH AND LESS)	1	LF	\$	80.00	\$80.00
BB-4-b	FURNISH AND INSTALL STRAND OF BARBED WIRE ON TOP OF CHAIN-LINK FENCES AND GATES (OVER 3' HIGH)	1	LF	\$	90.00	\$90.00
CC-1-a	FORM, PLACE AND FINISH (ADA RAMPS)	1	SF	\$	60.00	\$60.00
CC-1-b	FORM, PLACE AND FINISH (ADA RAMPS)	101	SF	\$	40.00	\$4,040.00
CC-1-c	FORM, PLACE AND FINISH (ADA RAMPS)	1001	SF	\$	10.00	\$10,010.00
DD-1-a	SAWCUT (BRICK, 4"; THICK BASE BID)	1	LF	\$	10.00	\$10.00
DD-1-b	SAWCUT (BRICK, 1"; THICK INCREMENT)	1	LF	\$	1.00	\$1.00
DD-2-a	DEMOLITION AND DISPOSAL (BRICK)	1	CF	\$	25.00	\$25.00
DD-3-a	FURNISH, PLACE AND FINISH BRICK SURFACING (ON CONCRETE UNDERSLAB)	1	SF	\$	50.00	\$50.00
DD-3-b	FURNISH, PLACE AND FINISH BRICK SURFACING (ON CONCRETE UNDERSLAB)	101	SF	\$	40.00	\$4,040.00
DD-4-a	REPAIR BRICK SURFACING (ON CONCRETE UNDERSLAB)	1	SF	\$	50.00	\$50.00
DD-4-b	REPAIR BRICK SURFACING (ON CONCRETE UNDERSLAB)	101	SF	\$	40.00	\$4,040.00
DD-5-a	DOWEL (BRICK) 1	1	Ea	\$	5.00	\$5.00
DD-6-a	FURNISH, PLACE AND FINISH BRICK SURFACING (ON SAND BEDDING)	1	SF	\$	40.00	\$40.00
DD-7-a	REPAIR BRICK SURFACING (ON SAND BEDDING)	1	SF	\$	50.00	\$50.00
DD-7-b	REPAIR BRICK SURFACING (ON SAND BEDDING)	101	SF	\$	20.00	\$2,020.00
EE-1-a	SAWCUT (PAVER, 4"; THICK BASE BID) 1	1	LF	\$	15.00	\$15.00
EE-1-b	SAWCUT (PAVER, 1"; THICK INCREMENT)	1	LF	\$	2.00	\$2.00
EE-2-a	DEMOLITION AND DISPOSAL (PAVER)	1	CF	\$	15.00	\$15.00
EE-3-a	FURNISH, PLACE AND FINISH PAVER SURFACING (ON CONCRETE UNDERSLAB)	1	SF	\$	50.00	\$50.00
EE-3-b	FURNISH, PLACE AND FINISH PAVER SURFACING (ON CONCRETE UNDERSLAB)	101	SF	\$	40.00	\$4,040.00
EE-4-a	REPAIR PAVER SURFACING (ON CONCRETE UNDERSLAB)	1	SF	\$	50.00	\$50.00

EE-4-b	REPAIR PAVER SURFACING (ON CONCRETE UNDERSLAB)	101	SF	\$ 40.00	\$4,040.00
EE-5-a	DOWEL (PAVER)	1	Ea	\$ 5.00	\$5.00
FF-1-a	FURNISH, PLACE AND FINISH CONCRETE INTERLOCKING PAVERS	1	SF	\$ 40.00	\$40.00
FF-1-b	FURNISH, PLACE AND FINISH CONCRETE INTERLOCKING PAVERS	101	SF	\$ 18.00	\$1,818.00
GG-1-a	FURNISH AND CONSTRUCT STONE WALL	1	SF	\$ 100.00	\$100.00
GG-1-b	FURNISH AND CONSTRUCT STONE WALL	101	SF	\$ 40.00	\$4,040.00
HH-1-a	CONCRETE SIDEWALK SLICING	1	IN-FT	\$ 100.00	\$100.00
	Total				\$397,786.02

ADDITIVE ALTERNATE 1**Additive Alternate Bid**

	Description	Adjustment Factor Percentage (AF%)	Multiplier	Price
II - PREMIUM LABOR				
11-1-a	Premium Labor, Forty-hour work week as follows: Weekdays (M – F) 3:30 pm to 9:30 pm, Weekends (Sat & Sun) 7:00 am to 5:00 pm (The quantity shall be the	0.2	\$100,000.00	\$20,000.00

ADDITIVE ALTERNATE 2**Additive Alternate Bid**

	Description	Percentage (AF%)	Multiplier	Price
II - PREMIUM LABOR				
JJ-1-a	Performance Bond Percentage Markup for work issued beyond \$250,000.00	0.01	\$100,000.00	\$1,000.00

GRAND TOTAL BID [Base Bid Unit Prices Plus Additive Alternate Bid Items 1 (II-1-a) and 2 (JJ-1-a)]

Value Written in Long Hand	Numerical Value
_____ Dollars	\$ 418,786.02

Value Written in Long Hand	Numerical Value
<u>Four Hundred & Eighteen Thousand Seven</u> Dollars	\$ <u>418,786.02</u> ^{RP}

Hundred & Eighty Six and Two cents

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of two hundred and fifty thousand dollars (\$250,000.00) and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: The Don Chapin Co., Inc. licensed in accordance with
an act for the registration of Contractors, and with license number: 406512, with
Expiration: 6/30/2025.

California
(Place of Incorporation, if Applicable)

Caroline D. Chapin EVP - Chief Operating Officer
(Principal, Name/Title)

Donald D. Chapin Jr. President
(Principal, Name/Title)

(Principal, Name/Title)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 560 Crazy Horse Cyn. Road
Salinas CA 93907

Contractor's Representative(s): Caroline D. Chapin EVP - Chief Operating Officer
 (Name/Title)

 (Name/Title)

 (Name/Title)

Officers Authorized to Sign Contracts Caroline D. Chapin EVP - Chief Operating Officer
 (Name/Title)
Donald D. Chapin Jr. President
 (Name/Title)

 (Name/Title)

Telephone Number(s): 831-449-4273
 (Area Code) (Number)

 (Area Code) (Number)

Fax Number(s): 831-449-0700
 (Area Code) (Number)

 (Area Code) (Number)

Date of Bid: December 19, 2024

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


 (Signature of Bidder)

Caroline D. Chapin EVP - Chief Operating Officer

Name / Title

END OF SECTION



MINUTES OF SPECIAL MEETING OF DIRECTORS

A special meeting of the board of directors of The Don Chapin Company, Inc. took place on August 7, 2020 at the company offices at 560 Crazy Horse Canyon Road, Salinas, California. Present were Donald D. Chapin, Jr., Donald D. Chapin III, and Caroline D. Chapin, directors of the corporation.

The board of directors discussed the topic as to who should have the authority to sign contracts for the company. Upon motion duly made and seconded, the following resolution was adopted:

RESOLVED, that effective January 28, 2020, Donald D. Chapin, Jr. as President of the company, Caroline D. Chapin as Executive Vice President of the company, and Richard T. Nickel as Director of Field Operations of the company shall have the authority to sign contracts in excess of \$1.00.

There being no further business, the meeting was adjourned.



Donald D. Chapin, Jr., President and CEO



Rosalinda H. Pollock, Corporate Secretary

SECTION 00 4113

BID FORM

BID FORM TO CITY OF SEASIDE

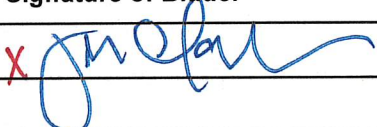
THIS BID IS SUBMITTED BY:

A. TEICHERT & SON, INC. dba TEICHERT CONSTRUCTION

(Firm/Company Name)

Re: **2025 General Engineering On Call Contract** located at Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	12/12/24	X 

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price
A – TREE PROTECTION				
A-1-a	Tree Protection with Fencing (Chain-link)	1	LF	\$75.00
A-1-b	Tree Protection with Fencing (Plastic)	1	LF	\$65.00
A-2-a	Tree Protection Labor Premium	1	Hr	\$60.00
A-3-a	Spray/Wrap Monterey Pine	1	Ea	\$1,100.00
A-4-a	Tree Well Liner	1	Ea	\$250.00
B – CLEARING AND GRUBBING				
B-1-a	Clearing and Grubbing (Grass)	1	SF	\$15.00
B-1-b	Clearing and Grubbing (Grass)	101	SF	\$14.00
B-2-a	Clearing and Grubbing (Bushes)	1	SF	\$15.00
B-2-b	Clearing and Grubbing (Bushes)	101	SF	\$14.00
B-3-a	Clearing and Grubbing (Objectionable Material)	1	SF	\$15.00
B-3-b	Clearing and Grubbing (Objectionable Material)	101	SF	\$14.00
B-4-a	Tree Removal and Disposal (12" Diameter Base Bid)	1	Ea	\$2,500.00
B-4-b	Tree Removal and Disposal (12" Diameter Increment)	1	Ea	\$1,500.00
C – EARTHWORK				
C-1-a	Earthwork on site (Excavation/stockpiling)	1	CF	\$100.00
C-1-b	Earthwork on site (Excavation/stockpiling)	201	CF	\$50.00
C-1-c	Earthwork on site (Excavation/stockpiling)	501	CF	\$10.00
C-1-d	Earthwork on site (Excavation/stockpiling)	1001	CF	\$9.00
C-1-e	Earthwork on site (Onsite Handling, Place and Compact)	1	CF	\$100.00
C-1-f	Earthwork on site (Onsite Handling, Place and Compact)	201	CF	\$75.00
C-1-g	Earthwork on site (Onsite Handling, Place and Compact)	501	CF	\$10.00

C-1-h	Earthwork on site (Onsite Handling, Place and Compact)	1001	CF	\$9.00
C-2-a	Earthwork off haul and Disposal (Excavation, off haul, disposal)	1	CF	\$30.00
C-2-b	Earthwork off haul and Disposal (Excavation, off haul, disposal)	201	CF	\$15.00
C-2-c	Earthwork off haul and Disposal (Excavation, off haul, disposal)	501	CF	\$10.00
C-2-d	Earthwork off haul and Disposal (Excavation, off haul, disposal)	1001	CF	\$9.00
C-3-a	Earthwork and Import Backfill (Furnish, Place, Compact)	1	CF	\$30.00
C-3-b	Earthwork and Import Backfill (Furnish, Place, Compact)	201	CF	\$15.00
C-3-c	Earthwork and Import Backfill (Furnish, Place, Compact)	501	CF	\$10.00
C-3-d	Earthwork and Import Backfill (Furnish, Place, Compact)	1001	CF	\$9.00
D – CONCRETE VERTICAL CURB (VC)				
D-1-a	Sawcut (VC)	1	Ea	\$50.00
D-2-a	Demolition and Disposal (VC)	1	LF	\$50.00
D-2-b	Demolition and Disposal (VC)	21	LF	\$25.00
D-2-c	Demolition and Disposal (VC)	101	LF	\$20.00
D-3-a	Form, Place and Finish (VC)	1	LF	\$350.00
D-3-b	Form, Place and Finish (VC)	21	LF	\$250.00
D-3-c	Form, Place and Finish (VC)	101	LF	\$100.00
D-4-a	Furnish, Place and Compact Class II Aggregate Base (under VC, 4" Thick Base Bid)	1	SF	\$20.00
D-4-b	Furnish, Place and Compact Class II Aggregate Base (under VC, 4" Thick Base Bid)	21	SF	\$15.00
D-4-c	Furnish, Place and Compact Class II Aggregate Base (under VC, 4" Thick Base Bid)	101	SF	\$12.00
D-4-d	Furnish, Place and Compact Class II Aggregate Base (under VC, 2" Thick Increment)	1	SF	\$10.00
D-5-a	Dowel (VC)	1	Ea	\$30.00
E – CONCRETE CURB AND GUTTER (CG)				
E-1-a	Sawcut (CG)	1	Ea	\$50.00
E-2-a	Demolition and Disposal (CG)	1	LF	\$225.00
E-2-b	Demolition and Disposal (CG)	21	LF	\$175.00
E-2-c	Demolition and Disposal (CG)	101	LF	\$50.00
E-2-d	Demolition and Disposal (CG)	501	LF	\$45.00

E-3-a	Form, Place and Finish (CG)	1	LF	\$285.00
E-3-b	Form, Place and Finish (CG)	21	LF	\$225.00
E-3-c	Form, Place and Finish (CG)	101	LF	\$100.00
E-3-d	Form, Place and Finish (CG)	501	LF	\$90.00
E-4-a	Furnish, Place and Compact Class II Aggregate Base (under CG, 4" Thick Base Bid)	1	SF	\$75.00
E-4-b	Furnish, Place and Compact Class II Aggregate Base (under CG, 4" Thick Base Bid)	21	SF	\$50.00
E-4-c	Furnish, Place and Compact Class II Aggregate Base (under CG, 4" Thick Base Bid)	101	SF	\$15.00
E-4-d	Furnish, Place and Compact Class II Aggregate Base (under CG, 4" Thick Base Bid)	501	SF	\$6.00
E-4-e	Furnish, Place and Compact Class II Aggregate Base (under VC, 2" Thick Increment)	1	SF	\$10.00
E-5-a	Form, Place and Finish 12" Gutter (CG)	1	LF	\$250.00
E-6-a	Form, Place and Finish 18" Gutter (CG)	1	LF	\$100.00
E-7-a	Dowel (CG)	1	Ea	\$30.00
F – CONCRETE SIDEWALK (SW)				
F-1-a	Sawcut (SW, 4" Thick Base Bid)	1	LF	\$10.00
F-1-b	Sawcut (SW, 4" Thick Base Bid)	51	LF	\$5.00
F-1-c	Sawcut (SW, 1" Thick Increment)	1	LF	\$1.00
F-2-a	Demolition and Disposal (SW)	1	CF	\$50.00
F-2-b	Demolition and Disposal (SW)	101	CF	\$20.00
F-3-a	Form, Place and Finish (SW)	1	SF	\$60.00
F-3-b	Form, Place and Finish (SW)	101	SF	\$20.00
F-3-c	Form, Place and Finish (SW)	1001	SF	\$15.00
F-4-a	Furnish, Place and Compact Class II Aggregate Base (under SW, 4" Thick Base Bid)	1	SF	\$20.00
F-4-b	Furnish, Place and Compact Class II Aggregate Base (under SW, 4" Thick Base Bid)	101	SF	\$10.00
F-4-c	Furnish, Place and Compact Class II Aggregate Base (under SW, 4" Thick Base Bid)	1001	SF	\$8.00
F-4-d	Furnish, Place and Compact Class II Aggregate Base (under SW, 2" Thick Increment)	1	SF	\$0.50
F-5-a	Dowel (SW)	1	Ea	\$30.00
F-6-a	Concrete Slicing	1	IN-FT	\$200.00
G – CONCRETE SIDEWALK CROSSING (SWX)				
G-1-a	Sawcut (SWX, 6" Thick Base Bid)	1	LF	\$10.00

G-1-b	Sawcut (SWX, 6" Thick Base Bid)	51	LF	\$5.00
G-1-c	Sawcut (SWX, 1" Thick Increment)	1	LF	\$0.50
G-2-a	Demolition and Disposal (SWX)	1	CF	\$100.00
G-2-b	Demolition and Disposal (SWX)	101	CF	\$30.00
G-3-a	Form, Place and Finish (SWX)	1	SF	\$60.00
G-3-b	Form, Place and Finish (SWX)	101	SF	\$20.00
G-3-c	Form, Place and Finish (SWX)	1001	SF	\$15.00
G-4-a	Furnish, Place and Compact Class II Aggregate Base (under SWX, 4" Thick Base Bid)	1	SF	\$50.00
G-4-b	Furnish, Place and Compact Class II Aggregate Base (under SWX, 4" Thick Base Bid)	101	SF	\$15.00
G-4-c	Furnish, Place and Compact Class II Aggregate Base (under SWX, 4" Thick Base Bid)	1001	SF	\$6.00
G-4-d	Furnish, Place and Compact Class II Aggregate Base (under SWX, 2" Thick Increment)	1	SF	\$1.00
G-5-a	Dowel (SWX)	1	Ea	\$30.00
H - CONCRETE CURB RAMPS (CR)				
H-1-a	Sawcut (CR, 6" Thick Base Bid)	1	LF	\$10.00
H-1-b	Sawcut (CR, 1" Thick Increment)	1	LF	\$1.00
H-2-a	Demolition and Disposal (CR)	1	CF	\$50.00
H-3-a	Form, Place and Finish (CR)	1	SF	\$15.00
H-4-a	Furnish, Place and Compact Class II Aggregate Base (under CR, 4" Thick Base Bid)	1	SF	\$6.00
H-4-b	Furnish, Place and Compact Class II Aggregate Base (under CR, 2" Thick Increment)	1	SF	\$5.00
H-5-a	Dowel (CR)	1	Ea	\$30.00
I - CONCRETE CROSS GUTTER (XG)				
I-1-a	Sawcut (XG, 6" Thick Base Bid)	1	LF	\$10.00
I-1-b	Sawcut (XG, 1" Thick Increment)	1	LF	\$1.00
I-2-a	Demolition and Disposal (XG)	1	CF	\$200.00
I-3-a	Form, Place and Finish (XG)	1	SF	\$30.00
I-4-a	Furnish, Place and Compact Class II Aggregate Base (under XG, 4" Thick Base Bid)	1	SF	\$10.00
I-4-b	Furnish, Place and Compact Class II Aggregate Base (under XG, 2" Thick Increment)	1	SF	\$1.00
I-5-a	Dowel (XG)	1	Ea	\$30.00
J - HOT MIX ASPHALT DIKE (HMA)				

J-1-a	Sawcut (HMAD)	1	Ea	\$5.00
J-2-a	Demolition and Disposal (HMAD)	1	LF	\$10.00
J-3-a	Furnish and Place (HMAD, Type A)	1	LF	\$200.00
J-3-b	Furnish and Place (HMAD, Type A)	101	LF	\$50.00
J-4-a	Furnish and Place (HMAD, Type E)	1	LF	\$50.00
J-4-b	Furnish and Place (HMAD, Type E)	101	LF	\$50.00
K - WIRE MESH				
K-1-a	Furnish and Install Wire Mesh (6x6-W10xW10)	1	SF	\$1.00
L - TINTED CONCRETE				
L-1-a	Add Integral Color	1	Lb	\$50.00
M - DECOMPOSED GRANITE SIDEWALK (DGSW)				
M-1-a	Furnish, Place and Finish (DGSW, 4" Thick)	1	SF	\$60.00
M-2-a	Furnish, Place and Finish Cement Stabilized Decomposed Granite Sidewalk, 4" Thick	1	SF	\$70.00
M-3-a	Furnish, Place and Finish Decomposed Granite Sidewalk with Binder, 4" Thick	1	SF	\$70.00
M-4-a	Furnish and Install 2" x 4" Header Board with Stake (DGSW)	1	LF	\$30.00
M-4-b	Furnish and Install 2" x 4" Header Board with Stake (DGSW)	101	LF	\$15.00
N - HOT MIX ASPHALT SIDEWALK (HMASW)				
N-1-a	Demolition and Disposal (HMASW)	1	SF	\$20.00
N-1-b	Demolition and Disposal (HMASW)	101	SF	\$10.00
N-2-a	Furnish, Place and Finish (HMASW, 2" Thick)	1	SF	\$100.00
N-2-b	Furnish, Place and Finish (HMASW, 2" Thick)	101	SF	\$20.00
N-3-a	Furnish, Place and Compact Class II Aggregate Base (under HMASW, 4" Thick Base Bid)	1	SF	\$10.00
N-3-b	Furnish, Place and Compact Class II Aggregate Base (under HMASW, 4" Thick Base Bid)	101	SF	\$6.00
N-3-c	Furnish, Place and Compact Class II Aggregate Base (under HMASW, 2" Thick Increment)	1	SF	\$1.00
N-4-a	Furnish and Install 2" x 4" Header Board with Stake (HMASW)	1	LF	\$50.00
N-4-b	Furnish and Install 2" x 4" Header Board with Stake (HMASW)	101	LF	\$20.00
O - CONCRETE STREET (CST)				
O-1-a	Sawcut (CST, 6" Thick Base Bid)	1	LF	\$10.00
O-1-b	Sawcut (CST, 1" Thick Increment)	1	LF	\$1.00

O-2-a	Demolition and Disposal (CST, 6" Thick Maximum)	1	CF	\$50.00
O-2-b	Demolition and Disposal (CST, 6" Thick Maximum)	101	CF	\$25.00
O-3-a	Demolition and Disposal (CST, Greater Than 6" Thick)	1	CF	\$60.00
O-3-b	Demolition and Disposal (CST, Greater Than 6" Thick)	101	CF	\$30.00
O-4-a	Form, Place and Finish (CST, 6" Thick Base Bid)	1	SF	\$150.00
O-4-b	Form, Place and Finish (CST, 6" Thick Base Bid)	101	SF	\$60.00
O-4-c	Form, Place and Finish (CST, 6" Thick Base Bid)	501	SF	\$25.00
O-4-d	Form, Place and Finish (CST, 1" Thick Increment)	1	SF	\$10.00
O-5-a	Furnish, Place and Compact Class II Aggregate Base (under CST, 4" Thick Base Bid)	1	SF	\$20.00
O-5-b	Furnish, Place and Compact Class II Aggregate Base (under CST, 4" Thick Base Bid)	101	SF	\$10.00
O-5-c	Furnish, Place and Compact Class II Aggregate Base (under CST, 2" Thick Increment)	1	SF	\$1.00
O-6-a	Furnish and Install Reinforcing Bars (CST, Grade 40)	1	Lb	\$8.00
O-6-b	Furnish and Install Reinforcing Bars (CST, Grade 60)	1	Lb	\$10.00
P - TRENCH AND CONFORM PAVING (TCP)				
P-1-a	Sawcut (TCP, 2" Thick Base Bid)	1	LF	\$10.00
P-1-b	Sawcut (TCP, 1" Thick Increment)	1	LF	\$5.00
P-2-a	Demolition and Disposal (TCP, 6" Thick Maximum)	1	CF	\$50.00
P-2-b	Demolition and Disposal (TCP, 6" Thick Maximum)	101	CF	\$25.00
P-3-a	Demolition and Disposal (TCP, Greater Than 6" Thick)	1	CF	\$60.00
P-3-b	Demolition and Disposal (TCP, Greater Than 6" Thick)	101	CF	\$30.00
P-4-a	Furnish, Place and Compact Class II Aggregate Base (under TCP, 4" Thick Base Bid)	1	SF	\$50.00
P-4-b	Furnish, Place and Compact Class II Aggregate Base (under TCP, 4" Thick Base Bid)	101	SF	\$10.00
P-4-c	Furnish, Place and Compact Class II Aggregate Base (under TCP, 2" Thick Increment)	1	SF	\$1.00
P-5-a	Furnish, Place and Compact Hot Mix Asphalt (TCP, 2" Thick Base Bid)	1	SF	\$60.00
P-5-b	Furnish, Place and Compact Hot Mix Asphalt (TCP, 2" Thick Base Bid)	101	SF	\$30.00
P-5-c	Furnish, Place and Compact Hot Mix Asphalt (TCP, 1" Thick Increment)	1	SF	\$5.00
Q - PRODUCTION PAVING (PP)				
Q-1-a	Sawcut (PP, 2" Thick Base Bid)	1	LF	\$10.00
Q-1-b	Sawcut (PP, 1" Thick Increment)	1	LF	\$5.00

Q-2-a	Demolition and Disposal (PP, 6" Thick Maximum)	1	CF	\$50.00
Q-2-b	Demolition and Disposal (PP, 6" Thick Maximum)	501	CF	\$25.00
Q-2-c	Demolition and Disposal (PP, 6" Thick Maximum)	1001	CF	\$20.00
Q-3-a	Demolition and Disposal (PP, Greater Than 6" Thick)	1	CF	\$75.00
Q-3-b	Demolition and Disposal (PP, Greater Than 6" Thick)	501	CF	\$25.00
Q-3-c	Demolition and Disposal (PP, Greater Than 6" Thick)	1001	CF	\$20.00
Q-4-a	Demolition by Grinding	1	CF	\$10.00
Q-4-b	Demolition by Grinding	5001	CF	\$6.00
Q-4-c	Disposal of Grinding	1	CF	\$20.00
Q-5-a	Furnish, Place and Compact Class II Aggregate Base (under PP, 4" Thick Base Bid)	1	SF	\$10.00
Q-5-b	Furnish, Place and Compact Class II Aggregate Base (under PP, 4" Thick Base Bid)	501	SF	\$6.00
Q-5-c	Furnish, Place and Compact Class II Aggregate Base (under PP, 4" Thick Base Bid)	1001	SF	\$3.00
Q-5-d	Furnish, Place and Compact Class II Aggregate Base (under PP, 2" Thick Increment)	1	SF	\$12.00
Q-6-a	Furnish, Place and Compact Hot Mix Asphalt (PP, 2" Thick Base Bid)	1	SF	\$15.00
Q-6-b	Furnish, Place and Compact Hot Mix Asphalt (PP, 2" Thick Base Bid)	501	SF	\$10.00
Q-6-c	Furnish, Place and Compact Hot Mix Asphalt (PP, 2" Thick Base Bid)	1001	SF	\$5.00
Q-6-d	Furnish, Place and Compact Hot Mix Asphalt (PP, 1" Thick Increment)	1	SF	\$4.00
Q-6-e	Furnish, Place and Compact Hot Mix Asphalt (PP, Leveling Course)	1	Ton	\$300.00
R - SIGN AND SIGN POST				
R-1-a	Removal and Disposal of Sign and Sign Post	1	Ea	\$250.00
R-2-a	Salvage and Reinstall Sign and Sign Post	1	Ea	\$750.00
R-3-a	Install New Sign and Sign Post (City Furnished Sign)	1	Ea	\$750.00
S - STORM DRAIN AND SANITARY SEWER				
S-1-a	Furnish and Install High Density Polyethylene (HDPE) Pipe, 8" Diameter	1	LF	\$350.00
S-1-b	Furnish and Install High Density Polyethylene (HDPE) Pipe, 8" Diameter	51	LF	\$200.00
S-2-a	Furnish and Install High Density Polyethylene (HDPE) Pipe, 12" Diameter	1	LF	\$400.00
S-2-b	Furnish and Install High Density Polyethylene (HDPE) Pipe, 12" Diameter	51	LF	\$200.00
S-3-a	Furnish and Install High Density Polyethylene (HDPE) Pipe, 15" Diameter	1	LF	\$450.00
S-3-b	Furnish and Install High Density Polyethylene (HDPE) Pipe, 15" Diameter	51	LF	\$250.00

S-4-a	Furnish and Install High Density Polyethylene (HDPE) Pipe, 24" Diameter	1	LF	\$500.00
S-4-b	Furnish and Install High Density Polyethylene (HDPE) Pipe, 24" Diameter	51	LF	\$300.00
S-5-a	Furnish and Install Polyvinyl Chloride (PVC), 8" Diameter	1	LF	\$400.00
S-5-b	Furnish and Install Polyvinyl Chloride (PVC), 8" Diameter	51	LF	\$200.00
S-6-a	Furnish and Install Polyvinyl Chloride (PVC), 12" Diameter	1	LF	\$400.00
S-6-b	Furnish and Install Polyvinyl Chloride (PVC), 12" Diameter	51	LF	\$240.00
S-7-a	Furnish and Install Polyvinyl Chloride (PVC), 15" Diameter	1	LF	\$500.00
S-7-b	Furnish and Install Polyvinyl Chloride (PVC), 15" Diameter	51	LF	\$450.00
S-8-a	Furnish and Install Polyvinyl Chloride (PVC), 24" Diameter	1	LF	\$550.00
S-8-b	Furnish and Install Polyvinyl Chloride (PVC), 24" Diameter	51	LF	\$500.00
S-9-a	Furnish and Install Reinforced Concrete Pipe (RCP), 8" Diameter	1	LF	\$480.00
S-9-b	Furnish and Install Reinforced Concrete Pipe (RCP), 8" Diameter	51	LF	\$390.00
S-10-a	Furnish and Install Reinforced Concrete Pipe (RCP), 12" Diameter	1	LF	\$480.00
S-10-b	Furnish and Install Reinforced Concrete Pipe (RCP), 12" Diameter	51	LF	\$390.00
S-11-a	Furnish and Install Reinforced Concrete Pipe (RCP), 15" Diameter	1	LF	\$500.00
S-11-b	Furnish and Install Reinforced Concrete Pipe (RCP), 15" Diameter	51	LF	\$415.00
S-12-a	Furnish and Install Reinforced Concrete Pipe (RCP), 24" Diameter	1	LF	\$525.00
S-12-b	Furnish and Install Reinforced Concrete Pipe (RCP), 24" Diameter	51	LF	\$425.00
S-13-a	Furnish and Install Vitrified Clay Pipe (VCP), 8" Diameter	1	LF	\$480.00
S-13-b	Furnish and Install Vitrified Clay Pipe (VCP), 8" Diameter	51	LF	\$390.00
S-14-a	Furnish and Install Vitrified Clay Pipe (VCP), 12" Diameter	1	LF	\$480.00
S-14-b	Furnish and Install Vitrified Clay Pipe (VCP), 12" Diameter	51	LF	\$390.00
S-15-a	Furnish and Install Vitrified Clay Pipe (VCP), 15" Diameter	1	LF	\$500.00
S-15-b	Furnish and Install Vitrified Clay Pipe (VCP), 15" Diameter	51	LF	\$415.00
S-16-a	Furnish and Install Vitrified Clay Pipe (VCP), 24" Diameter	1	LF	\$525.00
S-16-b	Furnish and Install Vitrified Clay Pipe (VCP), 24" Diameter	51	LF	\$425.00
S-17-a	Demolition and Disposal of Catch Basin (Standard, 4' Deep Maximum Base Bid)	1	Ea	\$4,000.00
S-17-b	Demolition and Disposal of Catch Basin (Extended Inlet, 4' Deep Maximum Base Bid)	1	Ea	\$5,000.00
S-17-c	Demolition and Disposal of Manhole (4' Deep Maximum Base Bid)	1	Ea	\$7,000.00

S-17-d	Demolition and Disposal of Catch Basin or Manhole (1' Deep Increment)	1	LF	\$800.00
S-18-a	Install Catch Basin (Standard, 4' Deep Maximum Base Bid)	1	Ea	\$7,500.00
S-18-b	Install Catch Basin (Extended Inlet, 4' Deep Maximum Base Bid)	1	Ea	\$8,000.00
S-18-c	Install Catch Basin (Standard and Extended Inlet, 1' Deep Increment)	1	LF	\$800.00
S-19-a	Install Manhole (4' Deep Maximum Base Bid)	1	Ea	\$10,000.00
S-19-b	Install Manhole (1' Deep Increment)	1	LF	\$750.00
S-20-a	Install Clean Out	1	Ea	\$2,500.00
S-21-a	Install Curb Drain	1	Ea	\$500.00
S-22-a	Install Edge Drain (4" Diameter)	1	LF	\$30.00
S-23-a	Slurry Cement Backfill	1	CF	\$20.00
S-24-a	Drain Rock Backfill	1	CF	\$20.00
S-25-a	Repair Sewer Lateral	1	LF	\$550.00
S-25-b	Repair Sewer Lateral	11	LF	\$525.00
T - RAILROAD TIE: RETAINING WALL AND STEPS				
T-1-a	Furnish and Install Railroad Tie Retaining Wall (First Course Base Bid)	1	LF	\$250.00
T-1-b	Furnish and Install Railroad Tie Retaining Wall (Additional Course Increment)	1	LF	\$200.00
T-2-a	Furnish and Install Railroad Tie Steps	1	LF	\$300.00
U - WOOD RETAINING WALL (4" x 4" Posts with 3" X 12" Planks)				
U-1-a	Furnish and Construct Wood Retaining Wall, 1' Retaining Wall Height	1	LF	\$250.00
U-1-b	Furnish and Construct Wood Retaining Wall, 1' Retaining Wall Height	51	LF	\$100.00
U-2-a	Furnish and Construct Wood Retaining Wall, 2' Retaining Wall Height	1	LF	\$300.00
U-2-b	Furnish and Construct Wood Retaining Wall, 2' Retaining Wall Height	51	LF	\$120.00
U-3-a	Furnish and Construct Wood Retaining Wall, 3' Retaining Wall Height	1	LF	\$350.00
U-3-b	Furnish and Construct Wood Retaining Wall, 3' Retaining Wall Height	51	LF	\$150.00
U-4-a	Furnish and Construct Wood Retaining Wall, 4' Retaining Wall Height	1	LF	\$400.00
U-4-b	Furnish and Construct Wood Retaining Wall, 4' Retaining Wall Height	51	LF	\$200.00
V - MASONRY RETAINING WALL (MRW)				
V-1-a	Furnish and Construct Concrete Foundation (MRW)	1	SF	\$150.00
V-1-b	Furnish and Construct Concrete Foundation (MRW)	51	SF	\$100.00

V-2-a	Furnish and Install Reinforcing Bars (MRW)	1	Lb	\$10.00
V-3-a	Furnish and Construct Masonry Retaining Wall	1	SF	\$200.00
V-3-b	Furnish and Construct Masonry Retaining Wall	51	SF	\$150.00
W - CONCRETE RETAINING WALL (CRW)				
W-1-a	Furnish and Construct Concrete Foundation (CRW)	1	SF	\$150.00
W-1-b	Furnish and Construct Concrete Foundation (CRW)	51	SF	\$50.00
W-2-a	Furnish and Install Reinforcing Bars (CRW)	1	Lb	\$4.00
W-3-a	Furnish and Construct Concrete Retaining Wall	1	SF	\$180.00
W-3-b	Furnish and Construct Concrete Retaining Wall	51	SF	\$180.00
X - HANDRAIL				
X-1-a	Furnish and Install Wood Handrail (Attached to Retaining Wall)	1	LF	\$100.00
X-2-a	Furnish and Install Wood Handrail (Freestanding)	1	LF	\$200.00
X-3-a	Furnish and Install 1 1/2" Diameter Galvanized Steel Pipe Handrail (Attached to Retaining Wall)	1	LF	\$200.00
X-4-a	Furnish and Install 1 1/2" Diameter Galvanized Steel Pipe Handrail (Freestanding)	1	LF	\$300.00
Y - STREET AND PARKING LOT LIGHTING				
Y-1-a	Furnish and Install Light Post and Fixture (Street, Detail 510)	1	Ea	\$16,800.00
Y-1-b	Furnish and Install Light Post and Fixture (Parking Lot, Detail 505)	1	Ea	\$24,000.00
Y-2-a	Install Conduit, 1" Diameter	1	LF	\$96.00
Y-2-b	Install Conduit, 1" Diameter	76	LF	\$96.00
Y-3-a	Install Conduit, 2" Diameter	1	LF	\$108.00
Y-3-b	Install Conduit, 2" Diameter	76	LF	\$108.00
Y-4-a	Install Conduit, 3" Diameter	1	LF	\$120.00
Y-4-b	Install Conduit, 3" Diameter	76	LF	\$120.00
Y-5-a	Install Conductor	1	LF	\$300.00
Y-6-a	Install Electric Pull Box	1	Ea	\$1,440.00
Z - TRAFFIC CONTROL				
Z-1-a	Changeable Message Sign	1	Day	\$500.00
Z-2-a	Flag person	1	Hr	\$250.00

AA - CONSTRUCTION STAKING				
AA-1-a	Construction Staking	1	Hr	\$300.00
BB – Fence and Gates				
BB-1-a	Removal and Disposal of Fence and Gates	1	LF	\$50.00
BB-2-a	Furnish and Install Chain-link Fence (6-Foot Height Maximum)	1	LF	\$180.00
BB-2-b	Furnish and Install Chain-link Fence (Greater than 6-Foot Height)	1	LF	\$230.00
BB-3-a	Furnish and Install Gate	1	SF	\$180.00
BB-4-a	Furnish and Install Strands of Barbed Wire on Top of Chain-link Fence and Gates (3-Foot Height Maximum)	1	LF	\$30.00
BB-4-b	Furnish and Install Strands of Barbed Wire on Top of Chain-link Fence and Gates (Greater than 3-Foot Height)	1	LF	\$50.00
CC - ADA ACCESS RAMPS (ADA RAMPS)				
CC-1-a	Form, Place and Finish (ADA Ramps)	1	SF	\$100.00
CC-1-b	Form, Place and Finish (ADA Ramps)	101	SF	\$80.00
CC-1-c	Form, Place and Finish (ADA Ramps)	1001	SF	\$75.00
DD - BRICK SURFACING (BRICK)				
DD-1-a	Sawcut (BRICK, 4" Thick Base Bid)	1	LF	\$10.00
DD-1-b	Sawcut (BRICK, 1" Thick Increment)	1	LF	\$3.00
DD-2-a	Demolition and Disposal (BRICK)	1	CF	\$100.00
DD-3-a	Furnish, Place and Finish Brick Surfacing (on Concrete Underslab)	1	SF	\$80.00
DD-3-b	Furnish, Place and Finish Brick Surfacing (on Concrete Underslab)	101	SF	\$50.00
DD-4-a	Repair Brick Surfacing (on Concrete Underslab)	1	SF	\$250.00
DD-4-b	Repair Brick Surfacing (on Concrete Underslab)	101	SF	\$150.00
DD-5-a	Dowel (BRICK)	1	Ea	\$15.00
DD-6-a	Furnish, Place and Finish Brick Surfacing (on Sand Bedding)	1	SF	\$50.00
DD-7-a	Repair Brick Surfacing (on Sand bedding)	1	SF	\$150.00
DD-7-b	Repair Brick Surfacing (on Sand bedding)	101	SF	\$100.00
EE - PAVER SURFACING (PAVER)				
EE-1-a	Sawcut (PAVER, 4" Thick Base Bid)	1	LF	\$30.00
EE-1-b	Sawcut (PAVER, 1" Thick Increment)	1	LF	\$1.00
EE-2-a	Demolition and Disposal (PAVER)	1	CF	\$50.00

EE-3-a	Furnish, Place and Finish Paver Surfacing (on Concrete Underslab)	1	SF	\$150.00
EE-3-b	Furnish, Place and Finish Paver Surfacing (on Concrete Underslab)	101	SF	\$75.00
EE-4-a	Repair Paver Surfacing (on Concrete Underslab)	1	SF	\$300.00
EE-4-b	Repair Paver Surfacing (on Concrete Underslab)	101	SF	\$200.00
EE-5-a	Dowel (PAVER)	1	Ea	\$30.00
FF - CONCRETE INTERLOCKING PAVERS				
FF-1-a	Furnish, Place and Finish Concrete Interlocking Pavers	1	SF	\$100.00
FF-1-b	Furnish, Place and Finish Concrete Interlocking Pavers	101	SF	\$40.00
GG - STONE WALL				
GG-1-a	Furnish and Construct Stone Wall	1	SF	\$200.00
GG-1-b	Furnish and Construct Stone Wall	101	SF	\$150.00
HH - CONCRETE SIDEWALK SLICING				
HH-1-a	Concrete Sidewalk Slicing	1	IN-FT	\$200.00

ADDITIVE ALTERNATE 1

Additive Alternate Bid				
	Description	Adjustment Factor Percentage (AF%)	Multiplier	Price
II - PREMIUM LABOR				
II-1-a	Premium Labor, Forty-hour work week as follows: Weekdays (M – F) 3:30 pm to 9:30 pm, Weekends (Sat & Sun) 7:00 am to 5:00 pm (The quantity shall be the total of the base bid).	<u>10</u> %	\$100,000	\$10,000.00

ADDITIVE ALTERNATE 2

Additive Alternate Bid				
	Description	Percentage (%)	Multiplier	Price
PERFORMANCE BOND MARKUP				
JJ-1-a	Performance Bond Percentage Markup for work issued beyond \$250,000.00	<u>0.6</u> %	\$100,000	\$600.00

GRAND TOTAL BID

GRAND TOTAL BID [Base Bid Unit Prices Plus Additive Alternate Bid Items 1 (II-1-a) and 2 (JJ-1-a)]

Value Written in Long Hand	Numerical Value
<u>One Hundred Thirty-Seven Thousand Nine Hundred Three</u> Dollars	\$ <u>137,903.00</u>

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of two hundred and fifty thousand dollars (\$250,000.00) and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: A. Teichert & Son, Inc. dba Teichert Construction licensed in accordance with an act for the registration of Contractors, and with license number: 8, with Expiration: 4/30/25.

CALIFORNIA

(Place of Incorporation, if Applicable)

SEE ATTACHED, CORPORATE RESOLUTION

(Principal, Name/Title)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

5200 FRANKLIN DR., STE. 115

PLEASANTON, CA 94588

Contractor's Representative(s):

JASON THERIAULT - CHIEF ESTIMATOR, BAY AREA

(Name/Title)

RUSS HAGUE - CHIEF ESTIMATOR, BAY AREA

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

JIM GALLAGHER - VP & REGIONAL MGR., BAY AREA

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

925

(Area Code)

621-5700

(Number)

(Area Code)

(Number)

Fax Number(s):

925

(Area Code)

621-5799

(Number)

(Area Code)

(Number)

Date of Bid:

DECEMBER 19, 2024

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

JIM GALLAGHER - VP & REGIONAL MGR., BAY AREA

Name / Title

END OF SECTION

SECTION 00 5200
SAMPLE AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [20__], by and between **The Don Chapin Co Inc.** whose place of business is located at **560 Crazy Horse Canyon Rd., Salinas, CA 93907** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [25-__] adopted on the [1/16/2025] **Thursday the 16th of January, 2025** awarded to Contractor the following Contract:

CONTRACT NUMBER 25-XX

2025 General Engineering On Call Contract
located at
Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 -SCOPE OF WORK OF THE CONTRACT

1.01 WORK OF THE CONTRACT

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 PRICE FOR COMPLETION OF THE WORK

- A. Owner shall pay Contractor Contract Sum('s) as defined in individual work orders and in accordance with the Specifications. Contract sums shall be based on the bid schedule. The Contract Sum of this contract can not be well defined at the outset but will not exceed one million dollars (\$1,000,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call work orders issued through out the year under this contract.

PART 2 - COMMENCEMENT AND COMPLETION OF WORK

1.03 COMMENCEMENT OF WORK

- A. The contract period shall be 1 year commencing on the date established in the Notice to Proceed. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
- B. No work shall commence on any individual work order after the Contract period expires.
- C. Owner reserves the right to modify or alter the Commencement Date.

1.04 COMPLETION OF WORK

- A. Contractor shall achieve Substantial Completion of the entire contract within **One year** from the Commencement Date
- B. Contractor shall achieve Substantial Completion of Individual Work Orders within the periods of time defined on individual Work Orders
- C. **Contractors** shall have **thirty (30) working days** following substantial completion of the later of the contract or completion date of the last Work Order to achieve Final Completion.

PROJECT REPRESENTATIVES

1.05 OWNER'S PROJECT MANAGER

- A. Owner has designated a Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

1.06 ARCHITECT/ENGINEER

- A. **[City of Seaside]** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

1.07 LIQUIDATED DAMAGE AMOUNTS

- A. Unless otherwise defined in individual work orders, as liquidated damages for delay, the Contractor shall pay the Owner **one thousand two hundred dollars (1,200.00)** for each Day that expires after the time specified herein in the individual work orders for the Contractor to achieve Substantial Completion of the entire Work, until achieved.

1.08 SCOPE OF LIQUIDATED DAMAGES

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

CONTRACT DOCUMENTS

1.09 Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

Document 00 0115	List of Drawings
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 5300	Work Order
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 9113	Addenda
Document 02 1000	Technical Specifications

1.010 There are no contract documents other than those listed above. The contract documents may only be amended, modified or supplemented as provided in document 00 7200 (general conditions).

MISCELLANEOUS

- 1.011** Terms and abbreviations used in this agreement are defined in document 00 7200 (general conditions) and section 01 4200 (references and definitions) and will have the meaning indicated therein.
- 1.012** It is understood and agreed that in no instance are the persons signing this agreement for or on behalf of owner or acting as an employee, agent, or representative of owner, liable on this agreement or any of the contract documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of owner is limited and confined to such liability as authorized or imposed by the contract documents or applicable law.
- 1.013** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under section 4 of the clayton act (15 u.s.c. §15) or under the cartwright act (chapter 2 (commencing with §16700) of part 2 of division 7 of the business and professions code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time owner tenders final payment to contractor, without further acknowledgment by the parties.
- 1.014** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by director of the state of California department of industrial relations, are deemed included in the contract documents and on file at owner's office, and shall be made available to any interested party on request. Pursuant to California labor code §§ 1860 and 1861, in accordance with the provisions of section 3700 of the labor code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of section 3700 of the labor code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and contractor shall comply with such provisions before commencing the performance of the work of the contract documents.
- 1.015** During the term of this agreement, contractor warrants that it is currently registered with the department of industrial relations and qualified to perform public work consistent with labor code section 1725.5. Contractor further warrants that any subcontractors who are subject to public contract code section 4104, are registered and qualified to perform public work consistent with labor code section 1725.5.
- 1.016** This project is subject to compliance monitoring and enforcement by the department of industrial relations.
- 1.017** This agreement and the contract documents shall be deemed to have been entered into in the county of Monterey, state of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the superior court for the county of Monterey.
- 1.018** In witness whereof the parties have executed this agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

By: _____
(Signature)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

END OF SECTION

SECTION 00 5200
SAMPLE AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [20__], by and between **A. Teichert & Son Inc.** whose place of business is located at **5200 Franklin Dr. Ste. 115, Pleasanton, CA 94588** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [25-__] adopted on the [1/16/2025] **Thursday the 16th of January, 2025** awarded to Contractor the following Contract:

CONTRACT NUMBER 25-XX

2025 General Engineering On Call Contract
located at
Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 -SCOPE OF WORK OF THE CONTRACT

1.01 WORK OF THE CONTRACT

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 PRICE FOR COMPLETION OF THE WORK

- A. Owner shall pay Contractor Contract Sum('s) as defined in individual work orders and in accordance with the Specifications. Contract sums shall be based on the bid schedule. The Contract Sum of this contract can not be well defined at the outset but will not exceed one million dollars (\$1,000,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call work orders issued through out the year under this contract.

PART 2 - COMMENCEMENT AND COMPLETION OF WORK

1.03 COMMENCEMENT OF WORK

- A. The contract period shall be 1 year commencing on the date established in the Notice to Proceed. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
- B. No work shall commence on any individual work order after the Contract period expires.
- C. Owner reserves the right to modify or alter the Commencement Date.

1.04 COMPLETION OF WORK

- A. Contractor shall achieve Substantial Completion of the entire contract within **One year** from the Commencement Date
- B. Contractor shall achieve Substantial Completion of Individual Work Orders within the periods of time defined on individual Work Orders
- C. **Contractors** shall have **thirty (30) working days** following substantial completion of the later of the contract or completion date of the last Work Order to achieve Final Completion.

PROJECT REPRESENTATIVES

1.05 OWNER'S PROJECT MANAGER

- A. Owner has designated a Project Manager to act as Owner's Representative in all matters relating to the Project.
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- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

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- A. **[City of Seaside]** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

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MISCELLANEOUS

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CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

By: _____
(Signature)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

END OF SECTION

SECTION 00 5300

WORK ORDER PROCESS

ARTICLE 1 -WORK ORDER PROCESS

1.01 DESIGN

- A. All project designs and scopes of work shall be developed by the Owner. Scopes of work will vary from full construction plans and specification, construction details and standard details, written scopes of work and focused drawings with details.
- B. Contractors shall never for any reason develop the scope of work for On Call work that they will carry out.

1.02 WORK ORDERS

- A. Work orders at a minimum shall include:
 - 1. The contract or legal agreement under which the work order is being issued,
 - 2. Date under which the overarching contract signed and notice to proceed is issued.
 - 3. A unique identifying project number containing the original contract number a hyphen and the chronological work order number in sequence.
 - 4. A location of the work
 - 5. A description of the work
 - 6. Quantities and agreed price for work
 - 7. Work order start and completion dates identifying the boundaries to the Period of Performance
 - 8. Signatures of the Contractor and City by persons with the legal authority to bid that entity.
 - 9. Final Acceptance of work sign off and completion date
- B. In the case of discrepancy or ambiguity in the Contract Documents, or between contract documents and Work Order scopes of work the Work Order shall prevail. However, in no account shall plans specifications or scopes of work included in work orders to this agreement ever excuse the contractor from performing work in accordance with the provision of the California building code, laws, ordinances other regulations.
- C. Work orders shall act as a Notice to Proceed for individual projects, and no additional Notice to Proceed will be need.

1.03 WORK ORDER VALUE

- A. Work order values shall be based on quantities defined in each individual work orders scope of work multiplied by the unit prices provided in the contractors bid for each line item of the Bid Schedule as shown in Section 00 4113.
 - 1. Where unit prices are given for multiple volumes of the same item, the line item value encompassing the total work order quantity for that item of work shall be used uniformly for all billing related to that item of work. (ie. If a work order requires 500sf of Furnish, Place Compact Class II Aggregate Base (under SW, 4";thick base bid)[F-4-a : F-4-c], and the following prices are provided:

F-4-a	Quantity: 1	Unit: SF	Unit Cost:\$25.00
F-4-b	Quantity: 101	Unit: SF	Unit Cost:\$15.00
F-4-c)	Quantity: 1001	Unit: SF	Unit Cost:\$ 4.40

The item value shall be 500SF * \$15.00/SF = \$7,500.00)
 - 2. Where two separate areas of work of a single work order have distinct quantities of the same line item, the quantities shall be added together and the unit cost used relating to the total value. (ie. A Work Order repairing two separate sidewalks where one sidewalk requires 500SF of Class II Aggregate Base and the other sidewalk requires 600SF of Class II Aggregate Base, the total Class II Aggregate Base are is 1,100SF and the Unit Cost used shall be \$4.40/SF

3. Where specific items of work not include in the Bid Schedule are required for completion of a job, the unit price for the most similar line item shall be used, and or fair market value shall be agreed to by both the City and Contractor. (ie. A single rail galvanized steel guard rail is needed for a project, and Item X-4-a is "Furnish and Install 1 1/2"; diameter galvanized steel pipe hand rail free standing \$135/LF. The \$135/LF
4. City shall rely on Cal Trans Standard Specifications Division 1 Section 9 for defining payment values for items of work not otherwise covered in the bid schedule. In case of a dispute, the City shall have ultimate authority to define fair market value.

WORK ORDER

Work Order Number: [AG No. - W.O. #] [Project Name]

Account Number: [###-####-####]

DESCRIPTION OF WORK: All Work shall be in accordance with the 2025 General Building On Call Contract. This Work Order includes, but not limited to, the following:

_____. Work shall be in accordance with the plans and statement of work, Attachment No. 1.

Project Cost shall be _____ dollars [\$_____] per attached [Name of Contractor]
cost estimates dated [/ /], Attachment No. 2.

To End: 

City Acceptance of Completed Work: _____, []/[]/[]
[Name], [Job Title project manager] DATE
(Contractor's 1 – Year Guarantee Begins From Above Date)

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CITY OF SEASIDE STAFF REPORT

Item No.: 9.L.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Andrew Myrick, Economic Development & Community Planning Manager
Sheri Damon, City Attorney

DATE: January 16, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING THE FINAL MAP FOR
PHASE 1 WITHIN THE CAMPUS TOWN SPECIFIC PLANNING
AREA, SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE
1A; AND ANNUAL REVIEW OF THE DEVELOPMENT AGREEMENT**

RECOMMENDATION

Adopt a resolution for the following actions:

1. Determine KB-Bakewell Seaside Venture II, LLC, is acting in good faith compliance with the provisions of the Development Agreement; and
2. Approve Campus Town Specific Plan Final Map Phase 1, a portion of Vesting Map VTM-01; and
3. Approve Draft Subdivision and Improvement Agreement for Phase 1A.

BACKGROUND

The City and KB-Bakewell Seaside Venture, LLC a California limited liability company ("Developer") and the Successor Agency to the Redevelopment Agency of the City of Seaside entered into a Purchase and Sale Agreement on February 6, 2020, for the property described as "Surplus II" and "26 Acre Parcels" and is approximately 103.5 acres in size, collectively referred to as the "Property."

On March 5, 2020, pursuant to the requirements of the Development Agreement Act and the City Development Agreement Regulations, the City Council of City of Seaside conducted a hearing on Developer's application for this Agreement. The City Council found and determined that the following actions consistent with the General Plan (1)

the Campus Town Specific Plan, (2) General Plan Circulation Element Amendments (3) Zoning Map and Text amendments creating "Campus Town Specific Plan" District, (4) the Development Agreement, (5) the Vesting Tentative Subdivision map and (6) Inclusionary (affordable) Housing Agreement for Campus Town Property.

By Resolution No. 20-09 adopted by the City Council on March 5, 2020, the City Council reviewed and certified, after making appropriate findings, the Final Environmental Impact Report for the Campus Town Specific Plan Project (State Clearinghouse NO 20180210079) (the "Final EIR").

By Resolution No. 22-54 approved the Final Map Phase 1 for Campus Town Specific Plan, a portion of Vesting Map VTM-01; Draft Subdivision Improvement Agreement for Phase 1A; and Annual Review of the Development Agreement. Subsequent to the Phase 1 Final Map and Phase 1A Subdivision Improvement Agreement on May 5, 2022, the City and Developer have agreed to modifications as the result of easements, property exchanges and to identify street names on the Final Map as approved by separate action. The City and Developer have also agreed to an updated Subdivision Improvement Agreement that further clarifies responsibilities. These revisions require a new Final Map and supporting documents to approved.

PROJECT DESCRIPTION

The City is initiating the recordation of the Campus Town Specific Plan Final Map Phase 1 (Attachment 2), a portion of Vesting Tentative Map VTM-01, creating legal parcels allowing KB-Bakewell Seaside Venture II, LLC, ("Applicant") to purchase Phase 1A. Phase 1A is bounded by Lightfighter Drive to the north, Army property to the south, General Jim Moore to the east and 1st Avenue to the west. Associated with the Final Map, the Draft Subdivision Improvement Agreement for Phase 1A of Campus Town Specific Plan has been prepared for recordation concurrent with the purchase of Phase 1A by the Applicant, which will contractually bind the Developer to complete improvements (Attachment 3).

The City conducted the annual review of the Development Agreement pursuant to California Government Code Section 65865.1 and Seaside Municipal Code Section 17.66.070, and determined the Applicant is acting in good faith compliance with the provisions of this Agreement.

The Final Map Phase 1 subdivides the Campus Town Specific Plan for construction of uses. The Final Map Phase 1 encompasses approximately 37.29 acres of the total 103.5 acres of VTM-01. The final map application was deemed complete by the City Engineer on January 10, 2025.

The Draft Subdivision Improvement Agreement was prepared to contractually bind the Developer to complete Phase 1A improvements, a portion of Final Map Phase. The Draft

Subdivision Improvement Agreement for Phase 1A will be recorded concurrent with the transfer of property to the Applicant. Once recorded, the Subdivision Improvement Agreement contractually binds the Developer to complete the Project improvements in accordance with the Final Map Phase 1 and to provide security for completion in accordance with the City Requirements.

ENVIRONMENTAL CONSIDERATIONS

Final Map Phase 1 is a ministerial action consistent with the project that was reviewed and approved pursuant to the Campus Town EIR. The Final Map Phase 1 will not have one or more significant effects not discussed in the previously certified EIR, will not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant.

FISCAL IMPACT

NONE

ATTACHMENTS

1. Campus Town Final Map
2. 2025.01.10_SIA_Final_Clean v1.1
3. Resolution

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

OWNERS’ STATEMENT

THE UNDERSIGNED HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THE SUBDIVISION WITHIN THE DISTINCTIVE BORDER LINE ON THIS MAP ENTITLED "TRACT _____, RE–SUBDIVIDED CAMPUS TOWN", CONSISTING OF SIXTEEN (16) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: "RUBIO AVENUE", "THIRD AVENUE", "SECOND AVENUE", AND "GENERAL JIM MOORE BOULEVARD" FOR PUBLIC STREET PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: "PARCEL A", "PARCEL B", "PARCEL Y" AND "PARCEL Z" TO THE CITY OF SEASIDE FOR STORM WATER BASIN RETENTION AND STORM WATER MANAGEMENT PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: "PARCEL X", TO THE CITY OF SEASIDE FOR PUBLIC STREET RIGHT–OF–WAY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS TO THE CITY OF SEASIDE FOR PUBLIC SIDEWALK INGRESS, EGRESS, CONSTRUCTION, AND MAINTENANCE, AND FOR UTILITIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION INCLUDING, BUT NOT LIMITED TO, TELEPHONE, ELECTRICITY, NATURAL GAS, COMMUNICATIONS, WATER LINES, SANITARY SEWER LINES AND STORM DRAIN LINES, NON–POTABLE AND RECYCLED WATER LINES, AND THEIR NECESSARY APPURTENANCES ON, OVER AND UNDER THOSE CERTAIN AREAS OF LAND DESIGNATED AS PUBLIC SERVICE EASEMENT (PSE). SAID PUBLIC SERVICE EASEMENTS ARE TO BE KEPT FREE AND CLEAR OF ALL BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSES OF THE EASEMENTS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS TO THE CITY OF SEASIDE FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER THOSE CERTAIN AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE). THE ABOVE–MENTIONED EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENT TO THE CITY OF SEASIDE FOR NON–VEHICULAR PUBLIC ACCESS OVER THOSE CERTAIN AREAS DESCRIBED AS "PUBLIC ACCESS EASEMENT" (PAE). THE ABOVE–MENTIONED EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES.

THE UNDERSIGNED HEREBY RESERVE "PARCEL 1", "PARCEL 2", "PARCEL 3", "PARCEL 4", "PARCEL 5", "PARCEL 6", "PARCEL 7", "PARCEL 8", AND "PARCEL J" FOR FUTURE DEVELOPMENT.

THE UNDERSIGNED HEREBY RESERVE AS "PRIVATE OPEN SPACE" FOR LANDSCAPING, STORM WATER MANAGEMENT, AND PARK AND RECREATION PURPOSES: "PARCEL C", "PARCEL D", "PARCEL E", "PARCEL F", "PARCEL G", "PARCEL H", "PARCEL I", "PARCEL K", "PARCEL L", "PARCEL M", "PARCEL N", "PARCEL O", "PARCEL P", "PARCEL Q", "PARCEL R", "PARCEL S", "PARCEL T", "PARCEL U", "PARCEL V", AND "PARCEL W", AND WILL BE GRANTED TO, AND MAINTAINED BY, THE HOMEOWNER’S ASSOCIATION AS CREATED FOR THIS TRACT BY SEPARATE INSTRUMENT.

THE UNDERSIGNED HEREBY RESERVE FOR THE BENEFIT OF THE OWNERS OF LOTS AND PARCELS IN THIS SUBDIVISION, FOR PRIVATE STREET PURPOSES, THE ALLEYS AND COURTS, SHOWN AS "JORDAN AVENUE" (PARCELS: S1, S2, S3, S4, S5, S6, S7, S8, S9, S10, S11, S12, S13, S14, AND S15), "RUCKER AVENUE" (PARCELS: S16, S17, S18, S19, S20, S21, S22, S23, AND S24), "BLACKWELL COURT" AND "WATTS COURT" (PARCEL S25), DeBERRY COURT AND SMITH COURT (PARCEL S26), "COURT A" (PARCEL S27), "COURT B" (PARCEL S28), "COURT C" (PARCEL S29), "COURT D" (PARCEL S30), "COURT E" (PARCEL S31), "COURT F" (PARCEL S32), AND "COURT G" (PARCEL S33), DESIGNATED AS (PRIVATE), AND WILL BE GRANTED TO, AND MAINTAINED BY, THE HOMEOWNER’S ASSOCIATION AS CREATED FOR THIS TRACT BY SEPARATE INSTRUMENT.

THE UNDERSIGNED HEREBY RESERVE FOR THE BENEFIT OF "PARCEL 6" AN "INGRESS/EGRESS EASEMENT" FOR ACCESS OVER "PARCEL 5".

OWNER:
CITY OF SEASIDE

BY: _____
NAME TITLE DATE

BY: _____
NAME TITLE DATE

OWNER 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 _____)

ON _____, 2025, BEFORE ME, _____A NOTARY PUBLIC,

PERSONALLY APPEARED _____
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.

NOTARY’S SIGNATURE: _____
NAME OF NOTARY (PLEASE PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

OWNER ACKNOWLEDGMENT

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COUNTY OF _____)

ON _____, 2025, BEFORE ME, _____A NOTARY PUBLIC,

PERSONALLY APPEARED _____
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.

NOTARY’S SIGNATURE: _____
NAME OF NOTARY (PLEASE PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CHARLIE HAZELBAKER FOR KB HOME ON NOVEMBER 4, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE JANUARY 30, 2027, AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

I FURTHER STATE THAT THE GROSS AREA WITHIN "TRACT _____, RE–SUBDIVIDED CAMPUS TOWN" CONTAINS 37.29 ACRES, MORE OR LESS.

BRYAN PIERCE
PLS 8859



DATE: _____

CITY SURVEYOR’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP PURSUANT TO THE SUBDIVISION MAP ACT, SECTION 66442 (a)(4) AND LOCAL ORDINANCE AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

SIGNED: _____ DATE _____
GEORGE MARCHENKO,
ACTING CITY SURVEYOR, CITY OF SEASIDE
PLS NO. 6964

PLANNING COMMISSION’S STATEMENT

I, CHRISTINE DI IORIO, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA, DID EXAMINE THIS FINAL MAP, AND DID FIND THAT SAID FINAL SUBDIVISION MAP IS SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP THEREOF APPROVED BY THE SEASIDE CITY COUNCIL ON THE _____ DAY OF _____, 20____, AND FURTHER DID DETERMINE THAT SAID FINAL SUBDIVISION MAP CONFORMS WITH THE CHANGES PERMITTED AND ALL REQUIREMENTS IMPOSED AS A CONDITION TO ITS ACCEPTANCE, AND DID APPROVE SAID SUBDIVISION MAP.

CHRISTINE DI IORIO
COMMUNITY DEVELOPMENT DIRECTOR

DATE

CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT, SECTION 66442 (a)(1)(2)(3), AND THE CITY OF SEASIDE ORDINANCE, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

SIGNED: _____ DATE _____
THOMAS M. KORMAN
CITY ENGINEER, CITY OF SEASIDE
P.E. NO. 58054, P.L.S. NO. 8781

STATEMENT OF CITY CLERK

I, DOMINIQUE DAVIS, CITY CLERK OF THE CITY OF SEASIDE, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL OF THE CITY OF SEASIDE, AS GOVERNING BODY OF SAID CITY APPROVED THE SUBDIVISION AS SHOWN HEREIN BY RESOLUTION NUMBER _____, ON _____, 20____, AND HAS TAKEN THE FOLLOWING ACTIONS:

- APPROVED THIS FINAL MAP, "TRACT _____, RE–SUBDIVIDED CAMPUS TOWN".
- ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
 - "PARCEL A", "PARCEL B", "PARCEL Y" AND "PARCEL Z" FOR STORM WATER BASIN RETENTION AND STORM WATER MANAGEMENT PURPOSES.
 - "PARCEL X" FOR PUBLIC STREET RIGHT–OF–WAY PURPOSES.
 - EASEMENTS FOR PUBLIC SERVICE PURPOSES (PSE).
 - EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE).
 - EASEMENTS FOR PUBLIC ACCESS PURPOSES (PAE)
 - PUBLIC STREETS DESIGNATED "RUBIO AVENUE"; "THIRD AVENUE", "SECOND AVENUE", AND "GENERAL JIM MOORE BOULEVARD"

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF ALL PUBLIC STREETS, PUBLIC EASEMENTS AND PARCELS, OFFERED FOR DEDICATION ON THE MAP ENTITLED "TRACT 1558, CAMPUS TOWN", FILED JUNE 29, 2022 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 81, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

DATED: _____
DOMINIQUE DAVIS
CITY CLERK OF THE CITY OF SEASIDE

COUNTY RECORDER’S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____ AT _____ M.,
VOLUME _____ OF CITIES AND TOWNS AT PAGE _____, RECORDS OF
MONTEREY COUNTY, CALIFORNIA, AT THE REQUEST OF CHICAGO TITLE COMPANY.

XOCHITL MARINA CAMACHO
COUNTY RECORDER
MONTEREY COUNTY, CALIFORNIA

BY _____ DEPUTY

SERIAL NO: _____

FEE: \$ _____

TRACT
RE–SUBDIVIDED
CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A RE–SUBDIVISION OF "TRACT 1558, CAMPUS TOWN", FILED
JUNE 29, 2022 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 81,
RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI–JENSEN–AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025

OMISSIONS STATEMENT:

SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436(a)(3)(A)(i) OF THE GOVERNMENT CODE (SUBDIVISION MAP ACT).

- 1) EASEMENT GRANTED TO COAST VALLEYS GAS AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES, RECORDED JULY 26, 1924, IN BOOK 39, PAGE 490, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. MODIFICATION OF SAID EASEMENT RECORDED FEBRUARY 11, 1931 IN BOOK 280, PAGE 127, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AMENDMENTS TO SAID EASEMENT RECORDED OCTOBER 24, 1954 IN BOOK 1562, PAGE 81, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA
- 2) EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION FOR PUBLIC UTILITIES, RECORDED OCTOBER 22, 1931 IN VOLUME 275, PAGE 328, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 3) EASEMENT GRANTED TO FORT ORD REUSE AUTHORITY ("FORA") FOR UTILITY EASEMENT FOR CONSTRUCTING, OPERATING, MAINTAINING, PREPARING, AND REPLACING WATER AND WASTEWATER DISTRIBUTION SYSTEMS, RECORDED OCTOBER 26, 2001, AS INSTRUMENT NO. 2001090791, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. ASSIGNMENT OF EASEMENTS ON FORMER FORT ORD AND ORD MILITARY COMMUNITY, COUNTY OF MONTEREY, AND QUITCLAIM DEED FOR WATER AND WASTE WATER SYSTEMS RECORDED OCTOBER 26, 2001 AS SERIES NO. 2001090793, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND RE-RECORDED NOVEMBER 7, 2001, INSTRUMENT NO. 2001094583, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 4) EASEMENT GRANTED TO FORD ORD REUSE AUTHORITY ("FORA") FOR WATER AND WASTEWATER DISTRIBUTION SYSTEMS RECORDED OCTOBER 26, 2001, AS INSTRUMENT NO. 2001090792, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. ASSIGNMENT OF EASEMENTS ON FORMER FORT ORD AND ORD MILITARY COMMUNITY, COUNTY OF MONTEREY, AND QUITCLAIM DEED FOR WATER AND WASTE WATER SYSTEMS RECORDED OCTOBER 26, 2001 AS SERIES NO. 2001090793, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND RE-RECORDED NOVEMBER 7, 2001, INSTRUMENT NO. 2001094583, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 5) EASEMENT RESERVED BY THE UNITED STATES OF AMERICA FOR ROADS, STREETS, UTILITY SYSTEMS, RIGHTS OF WAY, PIPELINES, RECORDED AUGUST 28, 2008 AS INSTRUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 6) EASEMENT RESERVED BY THE UNITED STATES OF AMERICA FOR ROADS, STREETS, UTILITY SYSTEMS, RIGHTS OF WAY, PIPELINES, RECORDED AUGUST 28, 2008 AS INSTRUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 7) EASEMENT GRANTED TO PACIFIC BELL TELEPHONE COMPANY, A CALIFORNIA CORPORATION, DBA AT&T CALIFORNIA FOR PUBLIC UTILITIES, RECORDED AUGUST 9, 2012 AS INSTRUMENT NO. 2012046329, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 8) COVENANT AND AGREEMENT IN FAVOR OF THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD, FOR REASONABLE RIGHT-OF-WAY ENTRY AND ACCESS, RECORDED MAY 22, 2002 AS INSTRUMENT NO. 2002048597, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 9) COVENANT AND AGREEMENT IN FAVOR OF THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD, FOR REASONABLE RIGHT-OF-WAY ENTRY AND ACCESS, RECORDED SEPTEMBER 17,, 2003 AS INSTRUMENT NO. 2003113179, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.

SIGNATURES OF THE FOLLOWING INTEREST HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436(a)(3)(C) OF THE GOVERNMENT CODE (SUBDIVISION MAP ACT).

- 10) MINERAL RIGHTS, TOGETHER WITH REASONABLE RIGHT-OF-WAY ENTRY AND ACCESS RESERVED BY THE UNITED STATES OF AMERICA, RECORDED AUGUST 28, 2008 AS INSTRUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 11) MINERAL RIGHTS, TOGETHER WITH REASONABLE RIGHT-OF-WAY ENTRY AND ACCESS RESERVED BY THE UNITED STATES OF AMERICA, RECORDED AUGUST 28, 2008 AS INSTRUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GEOTECHNICAL NOTE:

A GEOTECHNICAL INVESTIGATION REPORT, TITLED CAMPUS TOWN SFB PROJECT NO. 104-145, DATED DECEMBER 10, 2020, HAS BEEN PREPARED ON THIS PROPERTY BY STEVENS, FERRONE AND BAILEY GEOTECHNICAL ENGINEERING COMPANY, INC. AND IS ON FILE IN THE CITY OF SEASIDE COMMUNITY DEVELOPMENT DEPARTMENT.

AFFORDABLE HOUSING:

1. IN ACCORDANCE WITH THE AFFORDABLE HOUSING AGREEMENT ENTERED INTO ON MARCH 6, 2020, AND RECORDED SEPTEMBER 3, 2020, AND AS SUBSEQUENTLY AMENDED FROM TIME TO TIME("AFFORDABLE HOUSING AGREEMENT"), FOUR (4) TOWNHOME FOR SALE UNITS SHALL BE MADE AVAILABLE TO MODERATE INCOME HOUSEHOLDS WITHIN PHASE 1 ("PHASE 1 FOR SALE INCLUSIONARY HOUSING UNITS").
2. THE LOCATION OF THE PHASE 1 FOR SALE INCLUSIONARY HOUSING UNITS IS DESCRIBED AS FOLLOWS:

A.A. ONE (1) UNIT IN LOT 1, TOWNHOME ADJACENT TO THE INTERSECTION OF 1ST AVENUE AND FUTURE RUBIO AVENUE

A.B. ONE (1) UNIT IN LOT 9, TOWNHOME BETWEEN 2ND AVENUE AND FUTURE COURT F

A.C. ONE (1) UNIT IN LOT 139, TOWNHOME BETWEEN GENERAL JIM MOORE BOULEVARD AND FUTURE RUCKER AVENUE

A.D. ONE (1) UNIT IN LOT 140, TOWNHOME BETWEEN GENERAL JIM MOORE BOULEVARD AND FUTURE RUCKER AVENUE
3. MINOR MODIFICATIONS OR REFINEMENTS OF THE LOCATION OF THE PHASE 1 FOR SALE INCLUSIONARY HOUSING UNITS MAY BE APPROVED BY THE CITY MANAGER PER SECTION 3 OF THE AFFORDABLE HOUSING AGREEMENT, "COMPLIANCE PROCEDURES," INCLUSIVE OF EXHIBIT C, "NUMBER, LOCATION AND DISTRIBUTION OF AFFORDABLE UNITS/NUMBER OF AFFORDABLE UNITS."

TRACT _____,
RE-SUBDIVIDED
CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A RE-SUBDIVISION OF "TRACT 1558, CAMPUS TOWN", FILED
JUNE 29, 2022 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 81,
RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020

JANUARY 2025

EASEMENT NOTES:

- 1.) A PERPETUAL UNASSIGNABLE RIGHT TO ENTER PROPERTY FOR THE REMOVAL OF UNEXPLODED ORDINANCE PER THE QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA, RECORDED AUGUST 28, 2008 AS DOCUMENT #2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND THE QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA, RECORDED AUGUST 28, 2008 AS DOCUMENT #2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. THIS EASEMENT IS BLANKET IN NATURE AND THEREFOR NOT SHOWN.
- 2.) MINERAL RIGHTS ARE RESERVED BY THE UNITED STATES OF AMERICA WITH A RIGHT OF SURFACE ENTRY THAT DOES NOT UNREASONABLY INTERFERE WITH THE DEVELOPMENT AND QUIET ENJOYMENT OF THE PROPERTY PER THE QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA, RECORDED AUGUST 28, 2008 AS DOCUMENT #2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND THE QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA, RECORDED AUGUST 28, 2008 AS DOCUMENT #2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY. THIS EASEMENT IS BLANKET IN NATURE AND THEREFORE NOT SHOWN.
- 3.) A COVENANT AND AGREEMENT ENTITLED "COVENANT TO RESTRICT USE OF PROPERTY ENVIRONMENTAL RESTRICTION" FILED MAY 22, 2002 AS INSTRUMENT NO. 2002048597 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. REFERENCE TO THE DOCUMENT FOR PARTICULARS.
- 4.) A COVENANT AND AGREEMENT ENTITLED "COVENANT TO RESTRICT USE OF PROPERTY ENVIRONMENTAL RESTRICTION" FILED SEPTEMBER 17, 2003 AS INSTRUMENT NO. 2003113179 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. REFERENCE TO THE DOCUMENT FOR PARTICULARS.
- 5.) "UTILITY EASEMENT FOR CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING AND REPLACING WATER AND WASTEWATER DISTRIBUTION SYSTEMS" ARE NOT DEFINED IN THE DOCUMENT RECORDED OCTOBER 26, 2001 AS DOCUMENT NO. 2001090791; DOCUMENT RECORDED OCTOBER 26, 2001 AS DOCUMENT NO. 2001090793; OR DOCUMENT RECORDED NOVEMBER 7, 2001 AS DOCUMENT NO. 2001094583, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AND ARE THEREFORE NOT SHOWN. THE DOCUMENT REFERS TO DRAWINGS SN 23,538 THROUGH SN 23,717 WHICH WERE NOT INCLUDED IN RECORD DOCUMENTS, THE AFFECT ON THE PROPERTY IS UNKNOWN.
- 6.) "EASEMENTS FOR WATER AND WASTEWATER DISTRIBUTION SYSTEMS" ARE NOT DEFINED IN THE DOCUMENT RECORDED OCTOBER 26, 2001 AS DOCUMENT NO. 2001090792; DOCUMENT RECORDED OCTOBER 26, 2001 AS DOCUMENT NO. 2001090793; OR DOCUMENT RECORDED NOVEMBER 7, 2001 AS DOCUMENT NO. 2001094583, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AND ARE THEREFORE NOT SHOWN. THE DOCUMENT REFERS TO DRAWINGS SN 23,538 THROUGH SN 23,717 WHICH WERE NOT INCLUDED IN RECORD DOCUMENTS, THE AFFECT ON THE PROPERTY IS UNKNOWN.

SHEET LEGEND
NOT TO SCALE

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	227.56'	907.00'	014°22'30"
C2	224.55'	895.00'	014°22'30"
C3	171.14'	131.30'	074°40'59"
C4	123.06'	120.00'	058°45'31"
C5	215.22'	413.66'	029°48'34"
C6	79.79'	50.55'	090°26'36"
C7	271.10'	357.00'	043°30'35"
C8	117.04'	60.00'	111°46'05"
C9	8.92'	89.00'	005°44'24"
C10	51.92'	958.00'	003°06'20"
C11	461.03'	260.00'	101°35'49"

LINE TABLE		
LINE	BEARING	DIST
L1	N66°01'41"W	120.00'
L2	N61°03'46"E	142.81'
L3	N37°50'06"E	151.61'
L4	N05°40'29"W	30.99'
L5	N05°40'29"W	18.97'
L6	N05°40'29"W	12.02'
L7	N02°10'30"E	13.00'
L8	N87°49'30"W	42.20'
L9	N87°48'54"W	147.32'
L10	N01°36'08"E	8.35'
L11	N87°14'58"W	16.46'

REFERENCES:

- (R1) RECORD OF SURVEY - 30-S-20
(R2) RECORD OF SURVEY - 23-S-97
(R3) RECORD OF SURVEY - 26-S-21

BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

THE MONUMENTS ARE IDENTIFIED AS POINTS 74 AND 75 ON THE RECORD OF SURVEY FILED JANUARY 9, 1998 IN VOLUME 21 OF SURVEY MAPS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

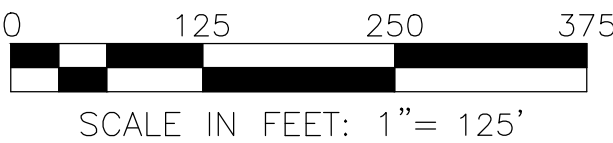
GROUND SCALED COORDINATE VALUES:
POINT 74 N 2130933.05
POINT 75 N 2130984.49
E 5736868.73 E 5738341.68

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
--- EXISTING LOT LINE
--- NEW LOT LINE
--- FORMER LOT LINE
--- MONUMENT LINE/CENTERLINE
--- NEW EASEMENT LINE
--- EXISTING EASEMENT LINE
--- TIE LINE
● FOUND MONUMENT, AS NOTED
⊙ SET BRASS DISK IN WELL, TAGGED PLS 8859
--- FOUND
--- IRON PIPE
--- PUBLIC ACCESS EASEMENT
--- PARCEL
--- PUBLIC SERVICE EASEMENT
--- EMERGENCY VEHICLE ACCESS EASEMENT
--- MONUMENT TO MONUMENT
--- TOTAL DIMENSION
--- RADIAL BEARING
--- CALCULATED
--- RECORD DATA IF DIFFERENT FROM MEASURED

NOTES:

1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
3. ALL ALLEYS AND COURTS SHOWN HEREON ARE PRIVATE.



TRACT
RE-SUBDIVIDED
CAMPUS TOWN

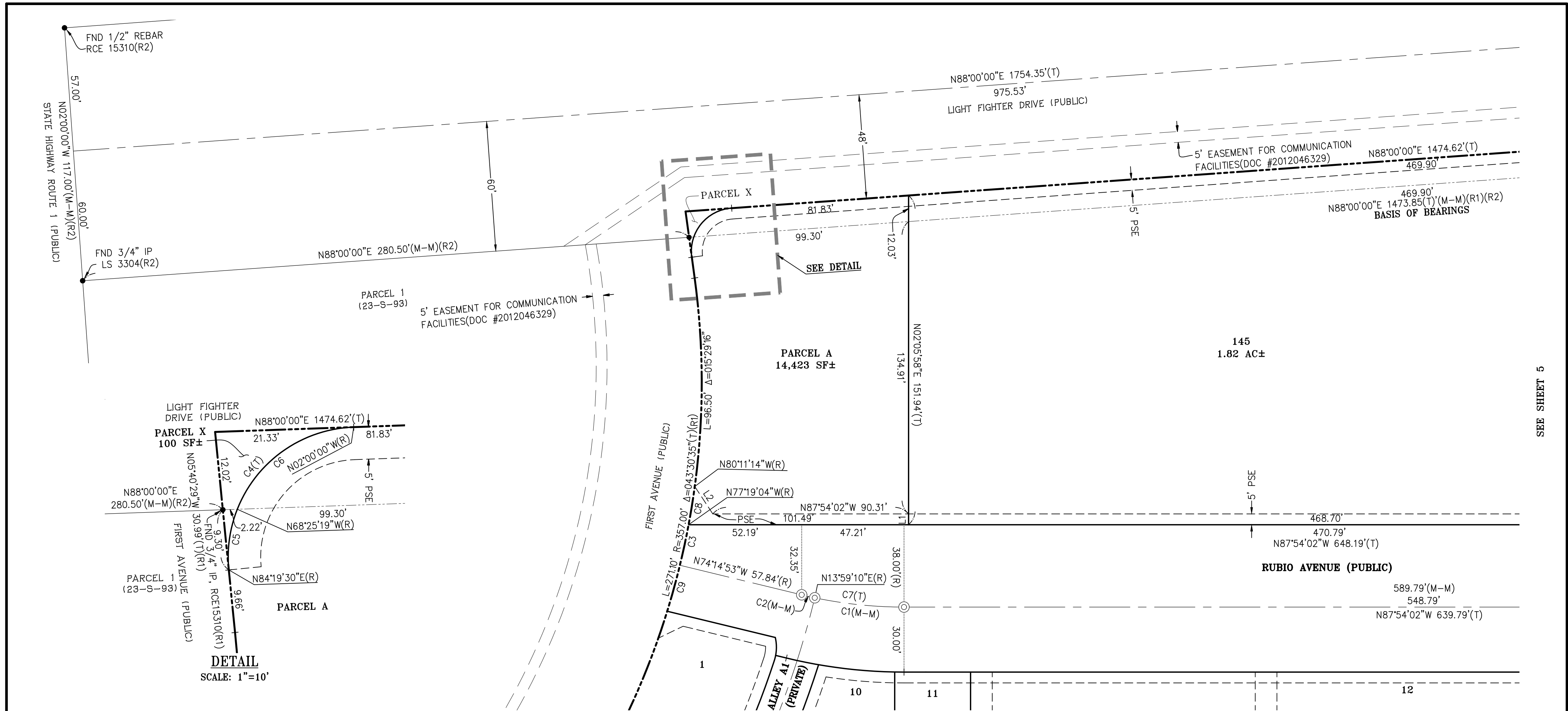
IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A RE-SUBDIVISION OF "TRACT 1558, CAMPUS TOWN", FILED
JUNE 29, 2022 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 81,
RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025

JOB #132018

SHEET 3 OF 16 SHEETS



SEE SHEET 5

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- FORMER LOT LINE
- MONUMENT LINE/CENTERLINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- TIE LINE
- FOUND MONUMENT, AS NOTED
- SET BRASS DISK IN WELL, TAGGED PLS 8859
- FOUND
- IRON PIPE
- PUBLIC ACCESS EASEMENT
- PARCEL
- PUBLIC SERVICE EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
- MONUMENT TO MONUMENT
- TOTAL DIMENSION
- RADIAL BEARING
- CALCULATED
- RECORD DATA IF DIFFERENT FROM MEASURED

NOTES:

- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	41.49'	200.00'	011°53'12"
C2	6.16'	200.00'	001°45'57"
C3	19.13'	357.00'	003°04'11"
C4	32.70'	20.00'	093°40'29"
C5	9.51'	20.00'	027°15'10"
C6	23.19'	20.00'	066°25'19"
C7	47.66'	200.00'	013°39'09"
C8	17.88'	357.00'	002°52'10"
C9	22.01'	357.00'	003°31'59"

BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

THE MONUMENTS ARE IDENTIFIED AS POINTS 74 AND 75 ON THE RECORD OF SURVEY FILED JANUARY 9, 1998 IN VOLUME 21 OF SURVEY MAPS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GROUND SCALED COORDINATE VALUES:

POINT 74
N 2130933.05
E 5736868.73

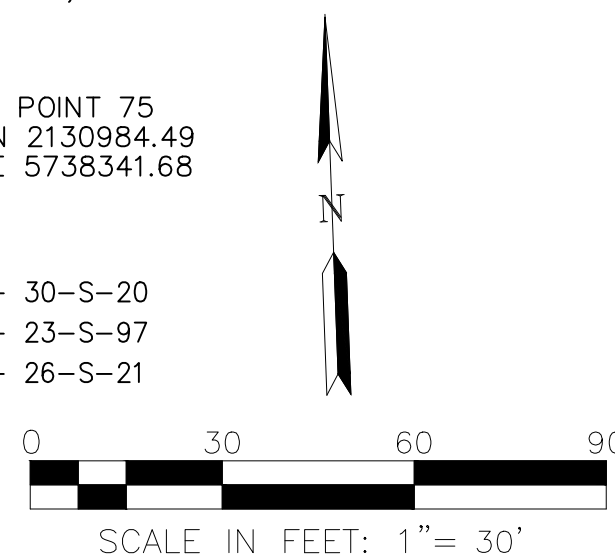
POINT 75
N 2130984.49
E 5738341.68

REFERENCES:

- (R1) RECORD OF SURVEY
- (R2) RECORD OF SURVEY
- (R3) RECORD OF SURVEY

- 30-S-20
- 23-S-97
- 26-S-21

LINE TABLE		
LINE	BEARING	DIST
L1	N02°05'58"E	5.00
L2	N31°16'11"W	15.15



TRACT
RE-SUBDIVIDED
CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

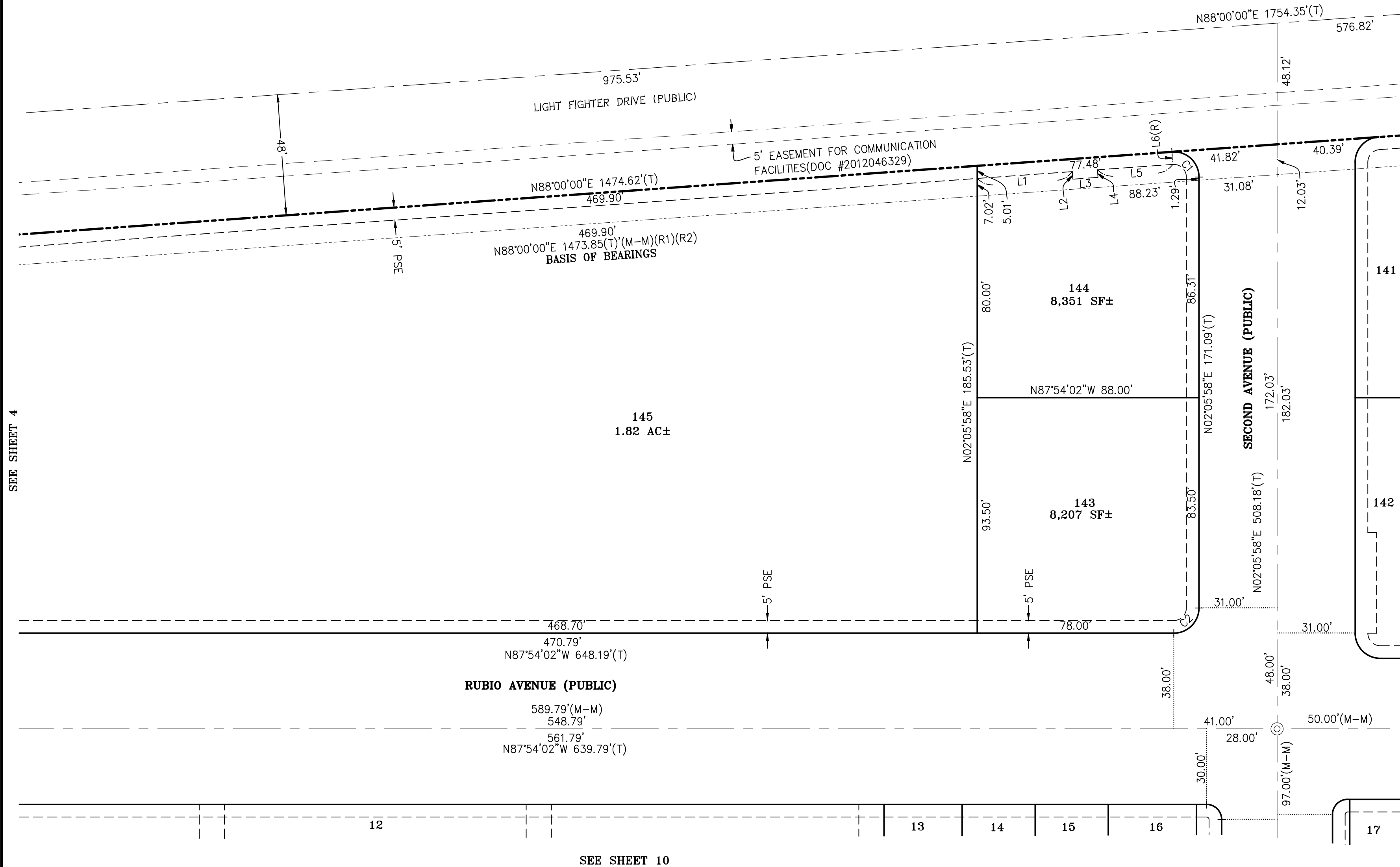
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Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025

JOB #132018

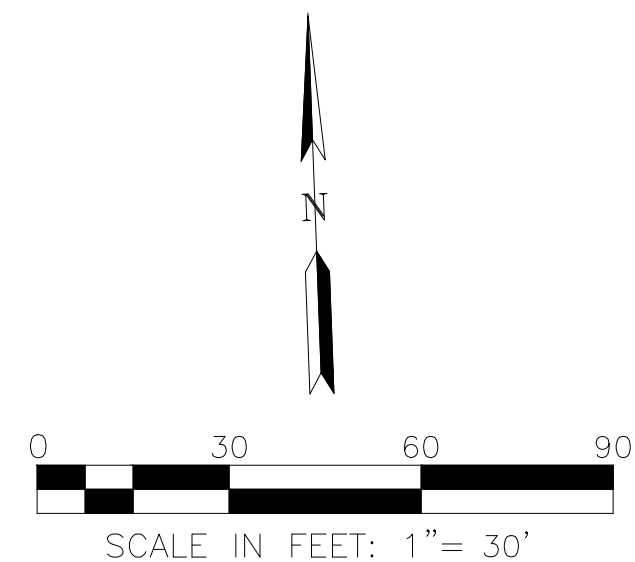
SHEET 4 OF 16 SHEETS

SEE SHEET 4



LEGEND

---	BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
---	EXISTING LOT LINE
---	NEW LOT LINE
---	FORMER LOT LINE
---	MONUMENT LINE/CENTERLINE
---	NEW EASEMENT LINE
---	EXISTING EASEMENT LINE
---	TIE LINE
●	FOUND MONUMENT, AS NOTED
⊙	SET BRASS DISK IN WELL, TAGGED PLS 8859
IP	FOUND
PAE	IRON PIPE
PCL	PUBLIC ACCESS EASEMENT
PSE	PARCEL
EVAE	PUBLIC SERVICE EASEMENT
(M-M)	EMERGENCY VEHICLE ACCESS EASEMENT
(T)	MONUMENT TO MONUMENT
(R)	TOTAL DIMENSION
(C)	RADIAL BEARING
()	CALCULATED
	RECORD DATA IF DIFFERENT FROM MEASURED



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	16.42'	10.00'	094°05'58"
C2	15.71'	10.00'	090°00'00"

LINE TABLE		
LINE	BEARING	DIST
L1	N88°00'00"E	37.84
L2	N02°00'00"W	3.00
L3	N88°00'00"E	10.00
L4	N02°00'00"W	3.00
L5	N88°00'00"E	30.00
L6	N02°00'00"W	5.00

NOTES:

- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.

REFERENCES:

- | | | |
|------|------------------|-----------|
| (R1) | RECORD OF SURVEY | - 30-S-20 |
| (R2) | RECORD OF SURVEY | - 23-S-97 |
| (R3) | RECORD OF SURVEY | - 26-S-21 |

BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

THE MONUMENTS ARE IDENTIFIED AS POINTS 74 AND 75 ON THE RECORD OF SURVEY FILED JANUARY 9, 1998 IN VOLUME 21 OF SURVEY MAPS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GROUND SCALED COORDINATE VALUES:
POINT 74
N 2130933.05
E 5736868.73
POINT 75
N 2130984.49
E 5738341.68

**TRACT
RE-SUBDIVIDED
CAMPUS TOWN**

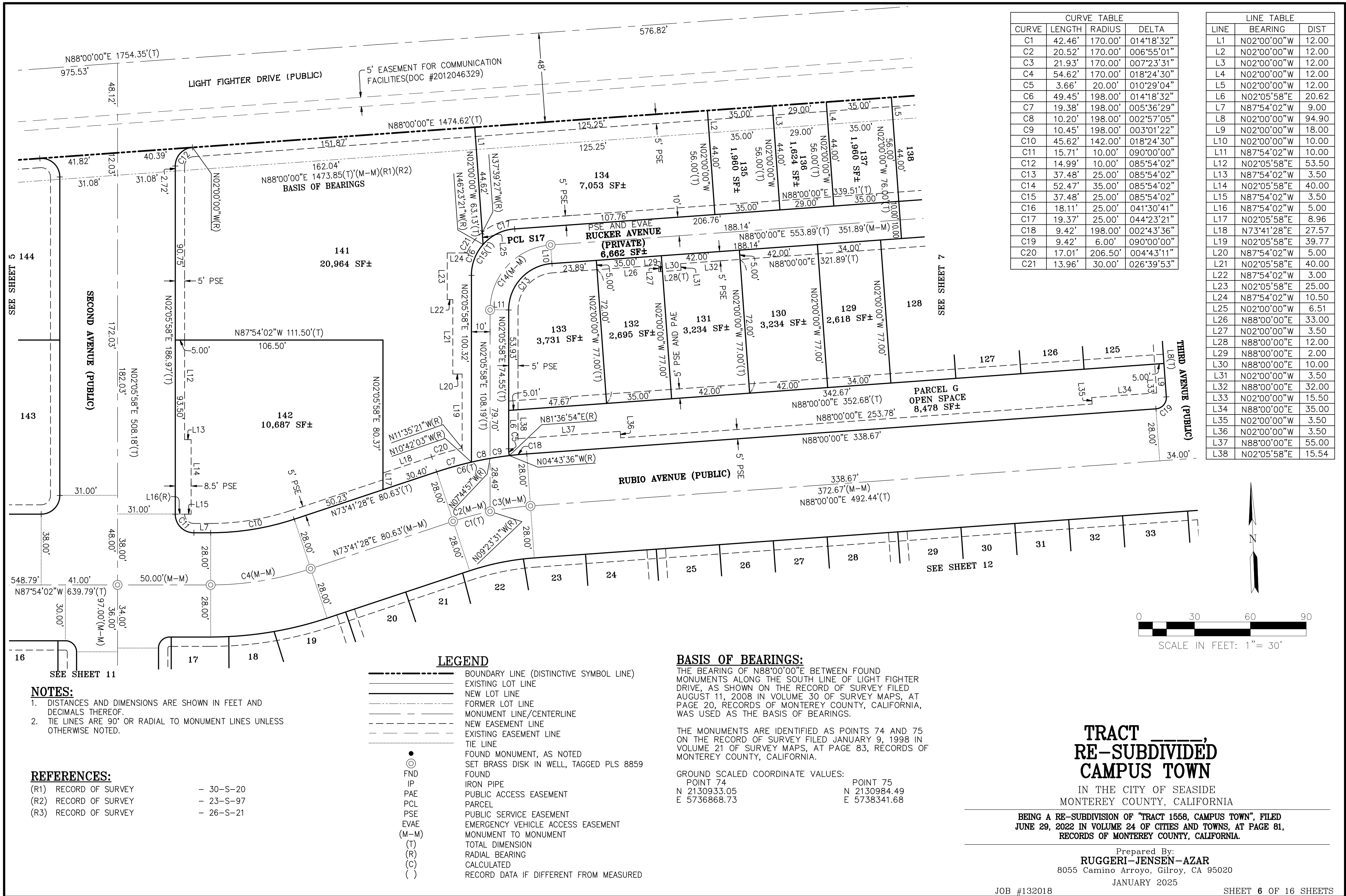
IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

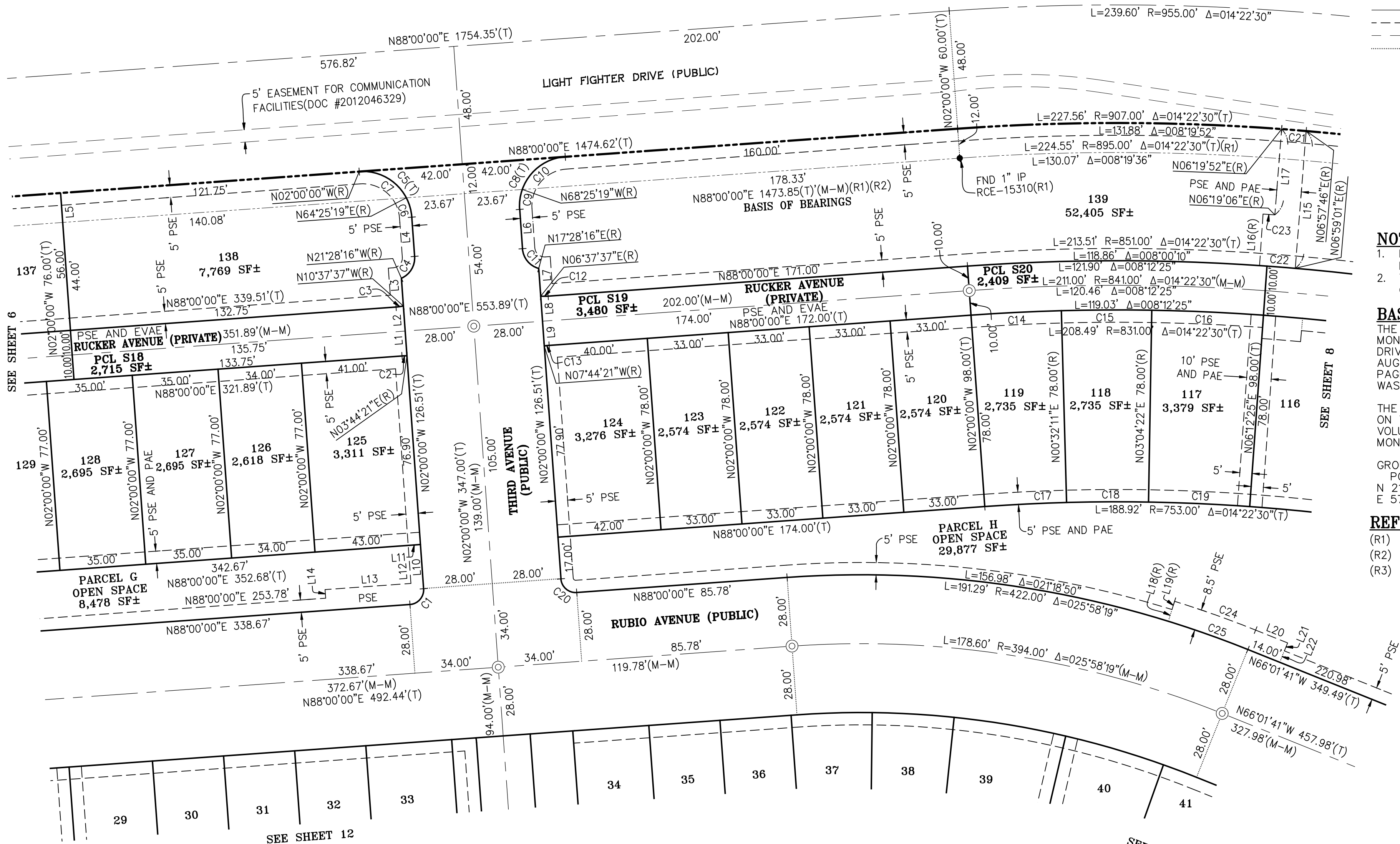
BEING A RE-SUBDIVISION OF "TRACT 1558, CAMPUS TOWN", FILED
JUNE 29, 2022 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 81,
RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025

JOB #132018

SHEET 5 OF 16 SHEETS





LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- FORMER LOT LINE
- MONUMENT LINE/CENTERLINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- TIE LINE
- FOUND MONUMENT, AS NOTED
- ⊙ SET BRASS DISK IN WELL, TAGGED PLS 8859
- FOUND
- IP IRON PIPE
- PAE PUBLIC ACCESS EASEMENT
- PCL PARCEL
- PSE PUBLIC SERVICE EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL DIMENSION
- (R) RADIAL BEARING
- (C) CALCULATED
- () RECORD DATA IF DIFFERENT FROM MEASURED

- NOTES:**
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 - TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.

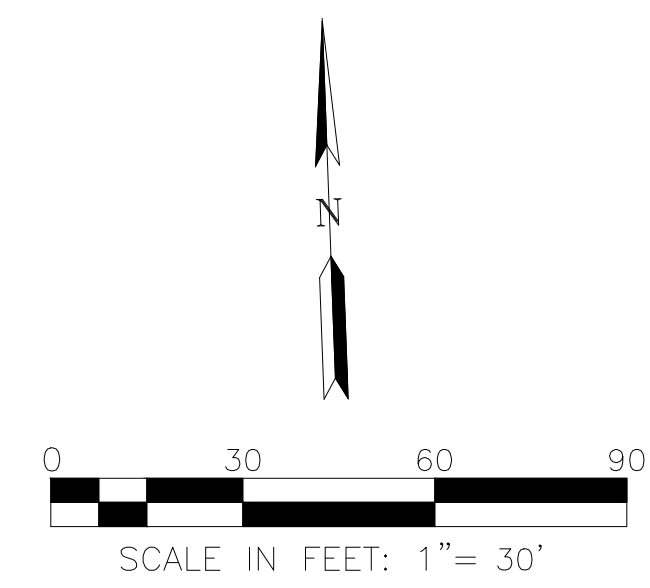
BASIS OF BEARINGS:
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GROUND SCALED COORDINATE VALUES:

POINT 74	POINT 75
N 2130933.05	N 2130984.49
E 5736868.73	E 5738341.68

- REFERENCES:**
- (R1) RECORD OF SURVEY - 30-S-20
 - (R2) RECORD OF SURVEY - 23-S-97
 - (R3) RECORD OF SURVEY - 26-S-21



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	9.42'	6.00'	090°00'00"
C2	2.00'	20.00'	005°44'21"
C3	3.01'	20.00'	008°37'37"
C4	11.08'	9.00'	070°31'44"
C5	31.42'	20.00'	090°00'00"
C6	8.23'	20.00'	023°34'41"
C7	23.19'	20.00'	066°25'19"
C8	31.42'	20.00'	090°00'00"
C9	8.23'	20.00'	023°34'41"
C10	23.19'	20.00'	066°25'19"
C11	11.08'	9.00'	070°31'44"
C12	3.01'	20.00'	008°37'37"
C13	2.00'	20.00'	005°44'21"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C14	36.79'	831.00'	002°32'11"
C15	36.79'	831.00'	002°32'11"
C16	45.46'	831.00'	003°08'03"
C17	33.33'	753.00'	002°32'11"
C18	33.33'	753.00'	002°32'11"
C19	41.19'	753.00'	003°08'03"
C20	9.42'	6.00'	090°00'00"
C21	10.00'	907.00'	000°37'54"
C22	14.57'	851.00'	000°58'51"
C23	4.80'	872.00'	000°18'56"
C24	35.00'	430.50'	004°39'29"
C25	34.31'	422.00'	004°39'29"

LINE TABLE		
LINE	BEARING	DIST
L1	N02°00'00"W	10.10
L2	N02°00'00"W	10.23
L3	N02°00'00"W	11.29
L4	N02°00'00"W	16.00
L5	N02°00'00"W	12.00
L6	N02°00'00"W	16.00
L7	N02°00'00"W	11.29
L8	N02°00'00"W	10.23
L9	N02°00'00"W	10.10
L10	N02°00'00"W	18.00
L11	N88°00'00"E	5.00

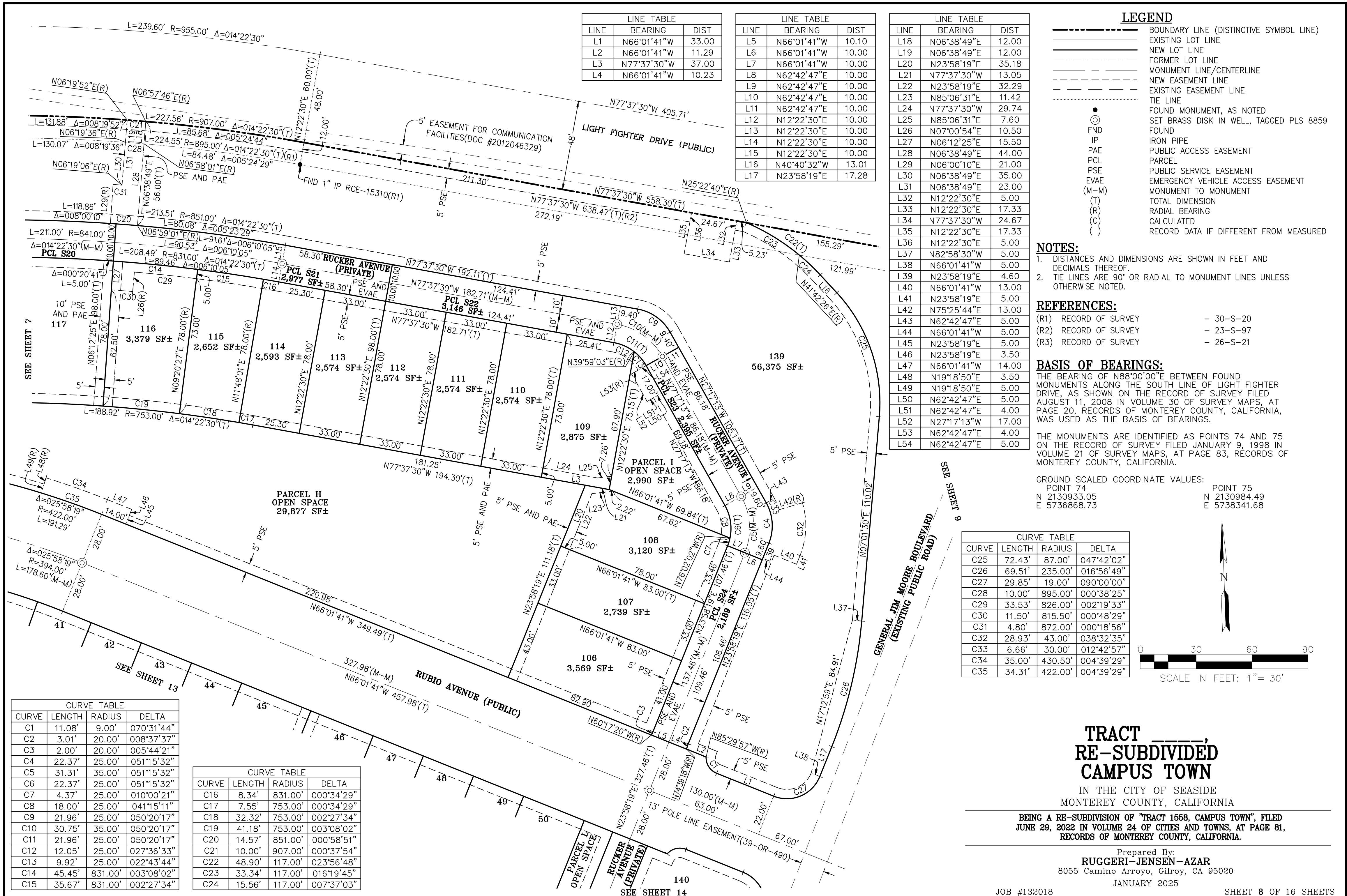
LINE TABLE		
LINE	BEARING	DIST
L12	N02°00'00"W	15.50
L13	N88°00'00"E	35.00
L14	N02°00'00"W	3.50
L15	N06°38'49"E	55.99
L16	N06°00'10"E	21.00
L17	N06°38'49"E	35.00
L18	N19°18'50"E	5.00
L19	N19°18'50"E	3.50
L20	N66°01'41"W	14.00
L21	N23°58'19"E	3.50
L22	N23°58'19"E	5.00

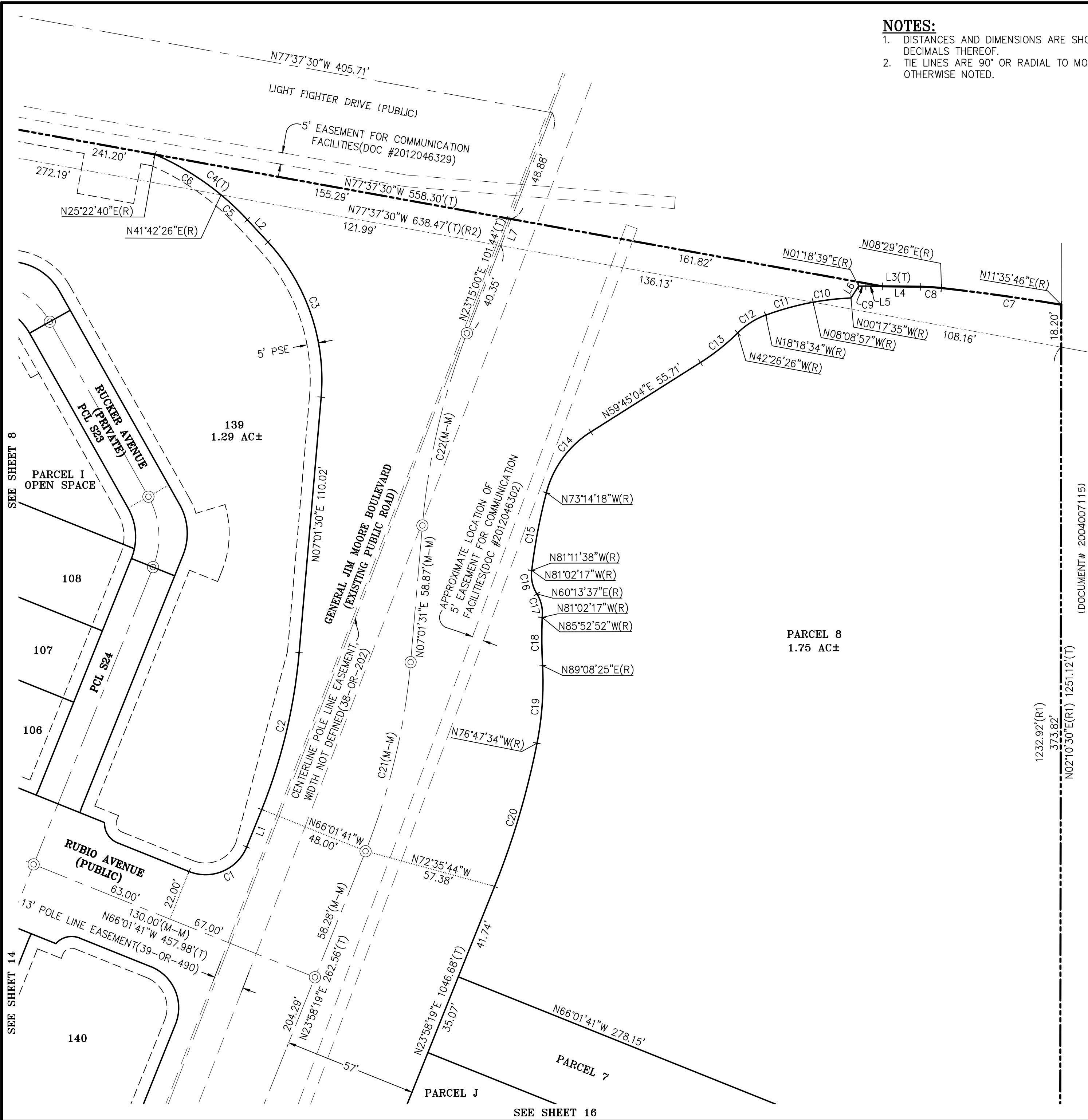
TRACT RE-SUBDIVIDED CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A RE-SUBDIVISION OF "TRACT 1558, CAMPUS TOWN", FILED
JUNE 29, 2022 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 81,
RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025





NOTES:

- 1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- 2. TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.

LEGEND

-----	BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
=====	EXISTING LOT LINE
=====	NEW LOT LINE
-----	FORMER LOT LINE
-----	MONUMENT LINE/CENTERLINE
-----	NEW EASEMENT LINE
-----	EXISTING EASEMENT LINE
-----	TIE LINE
●	FOUND MONUMENT, AS NOTED
⊙	SET BRASS DISK IN WELL, TAGGED PLS 8859
FND	FOUND
IP	IRON PIPE
PAE	PUBLIC ACCESS EASEMENT
PCL	PARCEL
PSE	PUBLIC SERVICE EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
(M-M)	MONUMENT TO MONUMENT
(T)	TOTAL DIMENSION
(R)	RADIAL BEARING
(C)	CALCULATED
()	RECORD DATA IF DIFFERENT FROM MEASURED

BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

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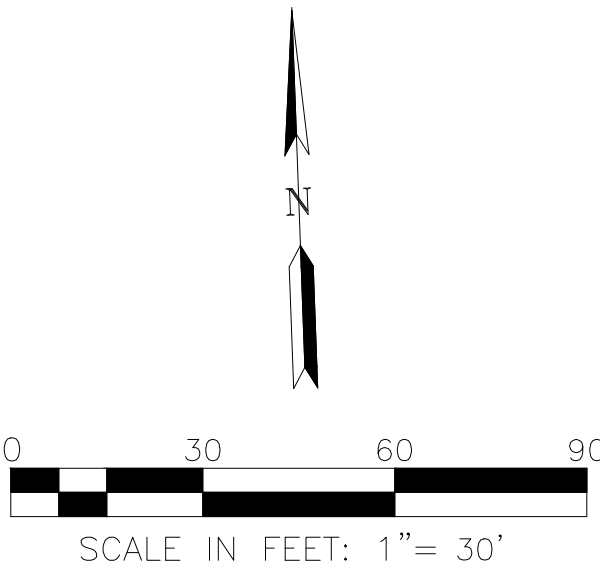
GROUND SCALED COORDINATE VALUES:
POINT 74
N 2130933.05
E 5736868.73
POINT 75
N 2130984.49
E 5738341.68

REFERENCES:

- (R1) RECORD OF SURVEY - 30-S-20
- (R2) RECORD OF SURVEY - 23-S-97
- (R3) RECORD OF SURVEY - 26-S-21

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	29.85'	19.00'	090°00'00"
C2	69.51'	235.00'	016°56'49"
C3	72.43'	87.00'	047°42'03"
C4	48.90'	117.00'	023°56'48"
C5	15.56'	117.00'	007°37'03"
C6	33.34'	117.00'	016°19'45"
C7	51.92'	958.00'	003°06'20"
C8	8.92'	89.00'	005°44'24"
C9	3.12'	124.24'	001°26'23"
C10	16.35'	119.24'	007°51'22"
C11	21.14'	119.24'	010°09'37"
C12	14.32'	34.00'	024°07'52"
C13	20.43'	96.00'	012°11'30"
C14	33.01'	44.00'	042°59'22"
C15	33.98'	244.75'	007°57'20"
C16	10.53'	15.57'	038°44'06"
C17	10.53'	15.57'	038°44'06"
C18	20.75'	238.75'	004°58'43"
C19	33.39'	136.00'	014°04'01"
C20	64.26'	342.01'	010°45'53"
C21	83.70'	283.00'	016°56'48"
C22	84.95'	300.00'	016°13'29"

LINE TABLE		
LINE	BEARING	DIST
L1	N23°58'19"E	17.28
L2	N40°40'32"W	13.01
L3	N87°14'58"W	23.51
L4	N87°14'58"W	16.46
L5	N87°14'58"W	7.06
L6	N34°47'13"E	6.05
L7	N23°15'00"E	12.22



**TRACT
RE-SUBDIVIDED
CAMPUS TOWN**

IN THE CITY OF SEASIDE
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BEING A RE-SUBDIVISION OF "TRACT 1558, CAMPUS TOWN", FILED
JUNE 29, 2022 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 81,
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Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025

JOB #132018

SHEET 9 OF 16 SHEETS

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	24.90'	431.00'	003°18'37"
C2	20.68'	20.00'	059°15'15"
C3	15.71'	10.00'	090°00'00"
C4	10.92'	20.00'	031°17'28"
C5	2.59'	20.00'	007°24'48"
C6	8.33'	20.00'	023°52'40"
C7	22.01'	357.00'	003°31'59"
C8	19.13'	357.00'	003°04'11"
C9	47.66'	200.00'	013°39'09"
C10	6.16'	200.00'	001°45'57"
C11	41.49'	200.00'	011°53'12"
C12	30.06'	421.00'	004°05'29"
C13	41.19'	421.00'	005°36'20"
C14	54.80'	230.00'	013°39'09"
C15	5.10'	230.00'	001°16'11"
C16	10.07'	230.00'	002°30'27"
C17	35.32'	230.00'	008°47'56"
C18	4.32'	230.00'	001°04'35"
C19	34.94'	431.00'	004°38'41"
C20	39.17'	20.00'	112°13'19"
C21	15.71'	10.00'	090°00'00"
C22	15.71'	10.00'	090°00'00"
C23	15.71'	10.00'	090°00'00"
C24	15.71'	10.00'	090°00'00"
C25	15.71'	10.00'	090°00'00"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C26	15.71'	10.00'	090°00'00"
C27	15.71'	10.00'	090°00'00"
C28	5.24'	15.00'	020°00'48"
C29	5.00'	411.00'	000°41'49"
C30	5.00'	406.00'	000°42'20"
C31	5.46'	357.00'	000°52'37"
C32	10.00'	357.00'	001°36'18"
C33	13.08'	357.00'	002°06'00"
C34	18.19'	436.00'	002°23'25"

LINE TABLE		
LINE	BEARING	DIST
L1	N53°50'40"W	28.96
L2	N87°54'02"W	8.51
L3	N02°05'58"E	5.00
L4	N53°50'40"W	20.00
L5	N53°50'40"W	10.00
L6	N53°50'40"W	10.00
L7	N36°09'20"E	10.45
L8	N74°14'53"W	5.09

LINE TABLE		
LINE	BEARING	DIST
L9	N02°05'58"E	10.00
L10	N87°54'02"W	22.00
L11	N87°54'02"W	46.96
L12	N87°54'02"W	25.96
L13	N87°54'02"W	21.00
L14	N02°05'58"E	10.00
L15	N02°05'58"E	20.00
L16	N87°54'02"W	11.00

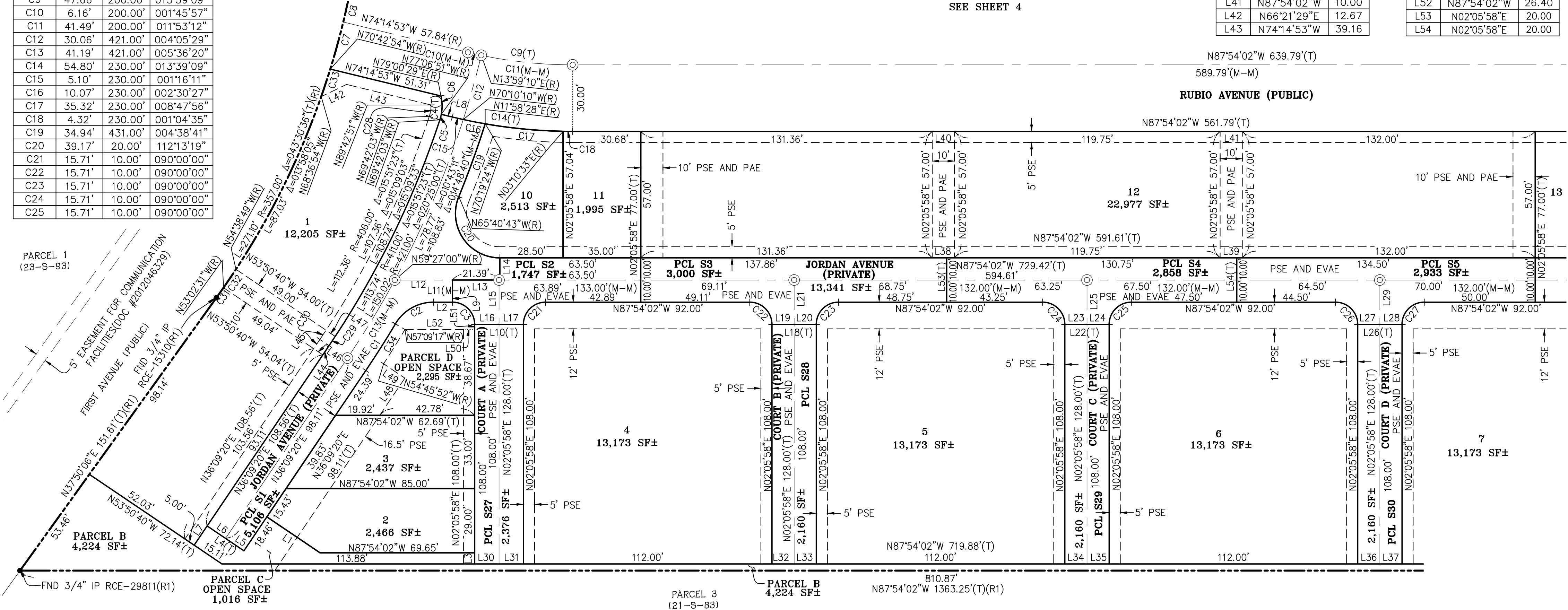
LINE TABLE		
LINE	BEARING	DIST
L17	N87°54'02"W	11.00
L18	N87°54'02"W	20.00
L19	N87°54'02"W	10.00
L20	N87°54'02"W	10.00
L21	N02°05'58"E	20.00
L22	N87°54'02"W	20.00
L23	N87°54'02"W	10.00
L24	N87°54'02"W	10.00

LINE TABLE		
LINE	BEARING	DIST
L25	N02°05'58"E	20.00
L26	N87°54'02"W	20.00
L27	N87°54'02"W	10.00
L28	N87°54'02"W	10.00
L29	N02°05'58"E	20.00
L30	N87°54'02"W	11.00
L31	N87°54'02"W	11.00
L32	N87°54'02"W	10.00

LINE TABLE		
LINE	BEARING	DIST
L33	N87°54'02"W	10.00
L34	N87°54'02"W	10.00
L35	N87°54'02"W	10.00
L36	N87°54'02"W	10.00
L37	N87°54'02"W	10.00
L38	N87°54'02"W	10.00
L39	N87°54'02"W	10.00
L40	N87°54'02"W	10.00
L41	N87°54'02"W	10.00
L42	N66°21'29"E	12.67
L43	N74°14'53"W	39.16

LINE TABLE		
LINE	BEARING	DIST
L44	N36°09'20"E	5.00
L45	N36°09'20"E	5.00
L46	N53°50'40"W	5.00
L47	N53°50'40"W	5.00
L48	N36°09'20"E	20.23
L49	N53°50'40"W	11.56
L50	N87°54'02"W	5.00
L51	N02°05'58"E	2.33
L52	N87°54'02"W	26.40
L53	N02°05'58"E	20.00
L54	N02°05'58"E	20.00

SEE SHEET 4



SEE SHEET 11

LEGEND

---	BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
---	EXISTING LOT LINE
---	NEW LOT LINE
---	FORMER LOT LINE
---	MONUMENT LINE/CENTERLINE
---	NEW EASEMENT LINE
---	EXISTING EASEMENT LINE
---	TIE LINE
●	FOUND MONUMENT, AS NOTED
⊙	SET BRASS DISK IN WELL, TAGGED PLS 8859
FND	FOUND
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(M-M)	MONUMENT TO MONUMENT
(T)	TOTAL DIMENSION
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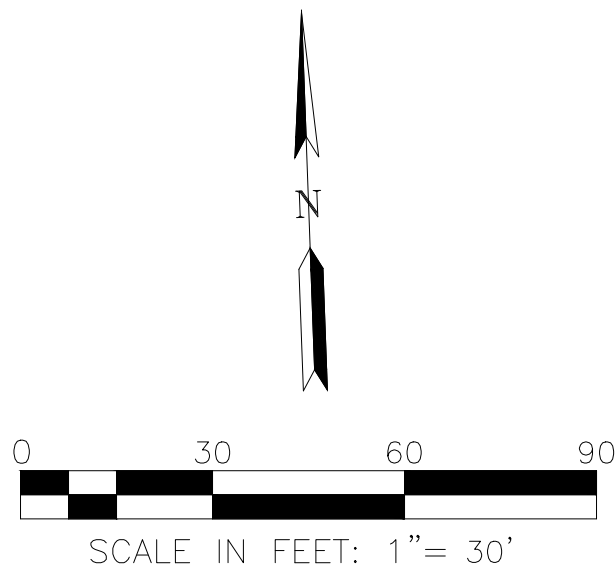
POINT 74	POINT 75
N 2130933.05	N 2130984.49
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REFERENCES:

(R1)	RECORD OF SURVEY	- 30-S-20
(R2)	RECORD OF SURVEY	- 23-S-97
(R3)	RECORD OF SURVEY	- 26-S-21

NOTES:

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TRACT RE-SUBDIVIDED CAMPUS TOWN

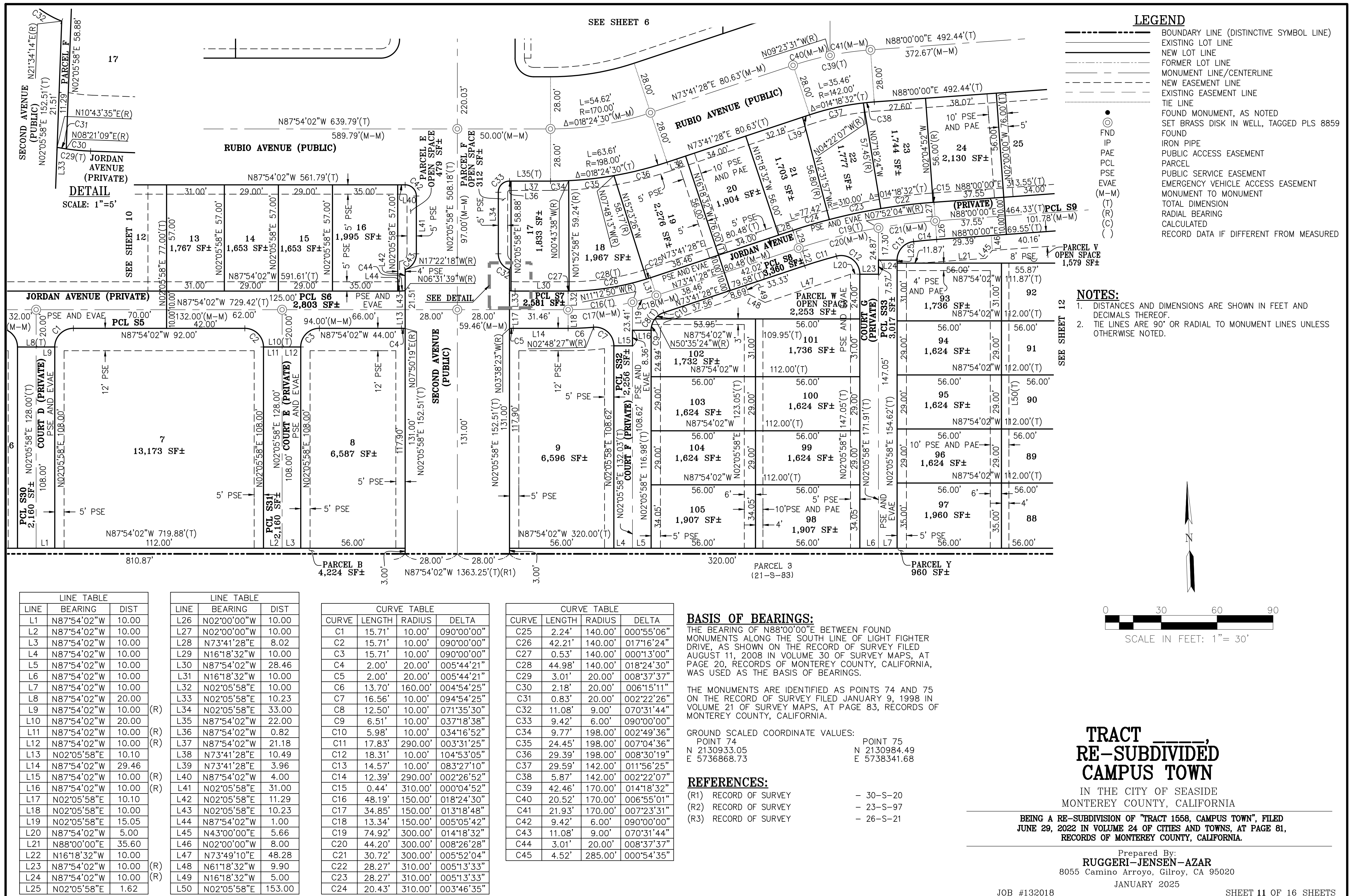
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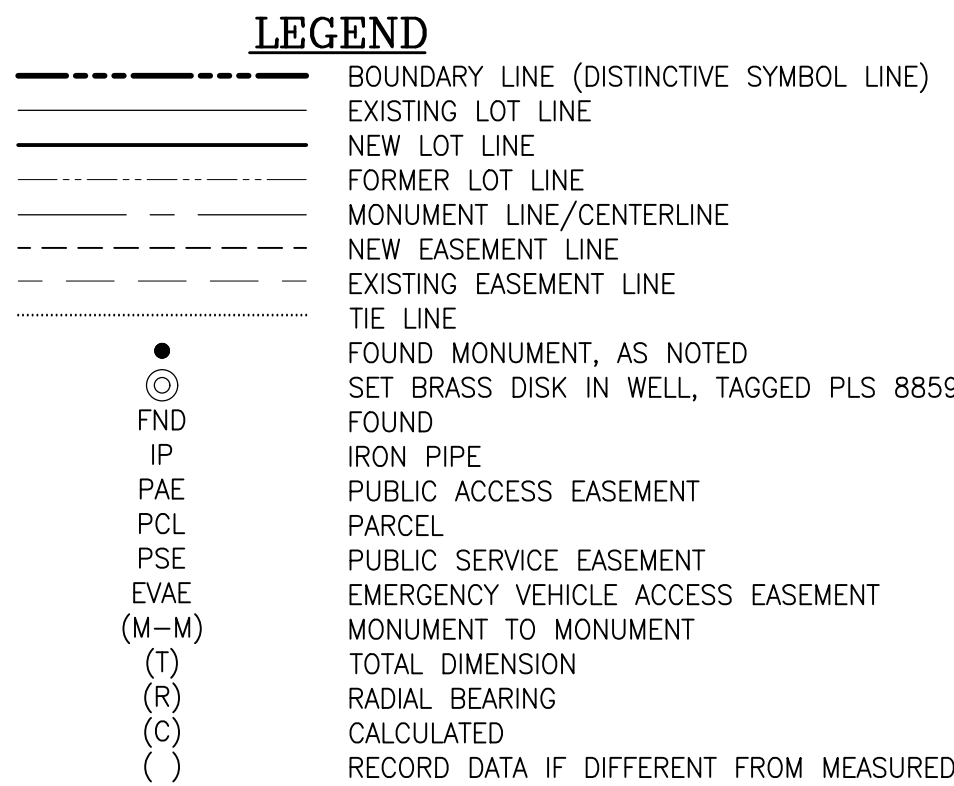
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Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025

JOB #132018

SHEET 10 OF 16 SHEETS





THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

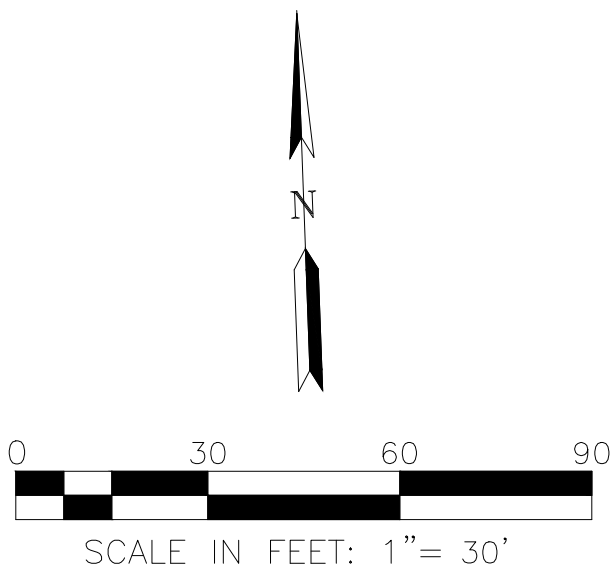
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POINT 74		POINT 75	
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E	5736868.73	E	5738341.68

(R1) RECORD OF SURVEY - 30-S-20
(R2) RECORD OF SURVEY - 23-S-97
(R3) RECORD OF SURVEY - 26-S-21

LINE TABLE		
LINE	BEARING	DIST
L1	N02°05'58"E	25.00
L2	N87°54'02"W	10.00
L3	N87°54'02"W	10.00
L4	N87°54'02"W	10.00
L5	N02°05'58"E	10.00
L6	N02°05'58"E	10.00
L7	N87°54'02"W	10.00
L8	N02°05'58"E	25.00
L9	N02°05'58"E	9.02
L10	N87°54'02"W	10.00
L11	N87°54'02"W	10.00
L12	N68°29'56"E	33.91
L13	N85°39'25"W	10.00
L14	N87°29'21"W	10.00
L15	N79°28'11"W	10.00
L16	N79°28'11"W	10.00
L17	N79°28'11"W	10.00
L18	N02°00'00"W	16.74
L19	N79°28'11"W	10.00
L20	N10°31'49"E	4.77
L21	N88°00'00"E	7.44
L22	N02°00'00"W	10.00
L23	N88°00'00"E	2.39
L24	N88°00'00"E	2.39
L25	N02°00'00"W	34.00
L26	N88°00'00"E	11.10
L27	N88°00'00"E	11.10
L28	N88°00'00"E	9.90
L29	N02°00'00"W	34.00
L30	N02°00'00"W	5.00
L31	N02°00'00"W	5.00
L32	N02°00'00"W	5.00
L33	N02°00'00"W	5.00
L34	N01°05'34"W	20.00
L35	N02°00'00"W	20.00
L36	N06°51'50"W	27.43



IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

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Prepared By:
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8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	32.85'	20.00'	094°05'58"
C2	30.56'	20.00'	087°33'42"
C3	2.28'	20.00'	006°32'16"
C4	31.42'	20.00'	090°00'00"
C5	11.62'	20.00'	033°17'17"
C6	19.80'	20.00'	056°42'43"
C7	47.12'	30.00'	090°00'00"
C8	31.42'	20.00'	090°00'00"
C9	31.42'	20.00'	090°00'00"
C10	47.12'	30.00'	090°00'00"
C11	31.42'	20.00'	090°00'00"
C12	32.85'	20.00'	094°05'58"
C13	29.98'	20.00'	085°54'02"
C14	8.23'	20.00'	023°34'41"
C15	21.75'	20.00'	062°19'21"
C16	29.98'	20.00'	085°54'02"
C17	7.24'	20.00'	020°45'06"
C18	22.74'	20.00'	065°08'56"
C19	79.79'	50.55'	090°26'36"
C20	58.58'	50.55'	066°23'58"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C21	33.63'	20.00'	096°20'35"
C22	32.80'	150.00'	012°31'49"
C23	16.20'	150.00'	006°11'13"
C24	16.61'	150.00'	006°20'35"
C25	4.80'	150.00'	001°49'57"
C26	11.81'	150.00'	004°30'39"
C27	54.98'	35.00'	090°00'00"
C28	39.27'	25.00'	090°00'00"
C29	31.42'	20.00'	090°00'00"
C30	28.79'	20.00'	082°29'24"
C31	2.62'	20.00'	007°30'36"
C32	2.00'	20.00'	005°44'21"
C33	2.00'	20.00'	005°44'21"
C34	31.42'	20.00'	090°00'00"
C35	20.94'	20.00'	060°00'00"
C36	10.47'	20.00'	030°00'00"
C37	15.12'	140.00'	006°11'13"
C38	2.01'	20.00'	005°45'19"
C39	22.39'	160.00'	008°01'10"

1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.



LINE TABLE		
LINE	BEARING	DIST
L1	N02°00'00"W	16.74
L2	N85°39'25"W	10.00
L3	N87°29'21"W	10.00
L4	N79°28'11"W	10.00
L5	N79°28'11"W	10.00
L6	N79°28'11"W	10.00
L7	N10°31'49"E	10.00
L8	N10°31'49"E	10.00
L9	N79°28'11"W	10.00
L10	N79°28'11"W	10.00
L11	N79°28'11"W	10.00
L12	N66°37'32"W	10.00
L13	N66°01'41"W	10.00
L14	N66°01'41"W	18.10
L15	N02°00'00"W	10.00
L16	N23°58'19"E	10.00
L17	N23°58'19"E	10.00
L18	N23°58'19"E	28.12
L19	N66°01'41"W	25.33
L20	N10°31'49"E	5.00
L21	N55°31'49"E	9.90
L22	N34°28'11"W	9.90
L23	N10°31'49"E	5.00
L24	N23°58'19"E	34.00
L25	N88°00'00"E	2.39
L26	N88°00'00"E	2.39
L27	N79°28'11"W	8.00
L28	N10°31'49"E	11.06
L29	N23°58'19"E	8.73
L30	N79°28'11"W	10.28
L31	N88°00'00"E	7.44
L32	N02°40'30"E	5.00
L33	N41°13'24"W	9.83
L34	N74°56'51"W	106.98
L35	N68°58'19"E	9.90
L36	N23°58'08"E	5.00
L37	N23°58'19"E	5.00
L38	N21°01'41"W	9.90
L39	N66°01'41"W	46.38
L40	N68°58'19"E	9.90
L41	N66°01'41"W	6.50
L42	N66°01'41"W	13.50
L43	N23°58'19"E	7.00
L44	N23°58'19"E	5.00
L45	N66°01'41"W	219.88
L46	N06°51'50"W	27.43

REFERENCES:

- (R1) RECORD OF SURVEY - 30-S-20
(R2) RECORD OF SURVEY - 23-S-97
(R3) RECORD OF SURVEY - 26-S-21

NOTES:

1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.

LEGEND

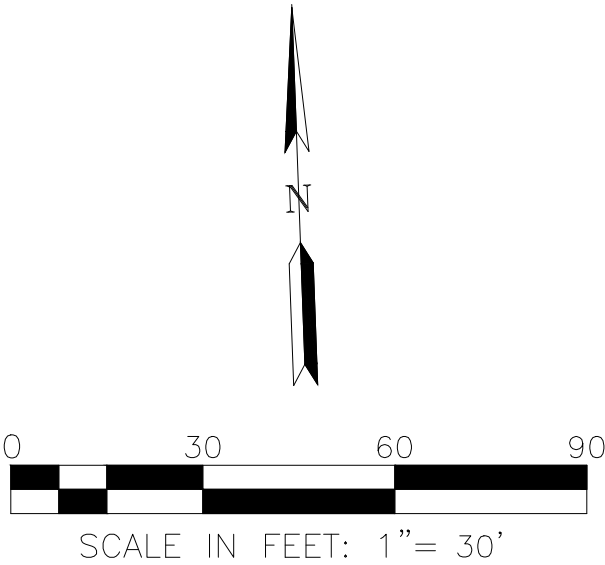
- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
----- EXISTING LOT LINE
----- NEW LOT LINE
----- FORMER LOT LINE
----- MONUMENT LINE/CENTERLINE
----- NEW EASEMENT LINE
----- EXISTING EASEMENT LINE
----- TIE LINE
● FOUND MONUMENT, AS NOTED
⊙ SET BRASS DISK IN WELL, TAGGED PLS 8859
FND FOUND
IP IRON PIPE
PAE PUBLIC ACCESS EASEMENT
PCL PARCEL
PSE PUBLIC SERVICE EASEMENT
EVAE EMERGENCY VEHICLE ACCESS EASEMENT
(M-M) MONUMENT TO MONUMENT
(T) TOTAL DIMENSION
(R) RADIAL BEARING
(C) CALCULATED
() RECORD DATA IF DIFFERENT FROM MEASURED

BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

THE MONUMENTS ARE IDENTIFIED AS POINTS 74 AND 75 ON THE RECORD OF SURVEY FILED JANUARY 9, 1998 IN VOLUME 21 OF SURVEY MAPS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GROUND SCALED COORDINATE VALUES:
POINT 74 POINT 75
N 2130933.05 N 2130984.49
E 5736868.73 E 5738341.68



TRACT
RE-SUBDIVIDED
CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A RE-SUBDIVISION OF "TRACT 1558, CAMPUS TOWN", FILED
JUNE 29, 2022 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 81,
RECORDS OF MONTEREY COUNTY, CALIFORNIA.

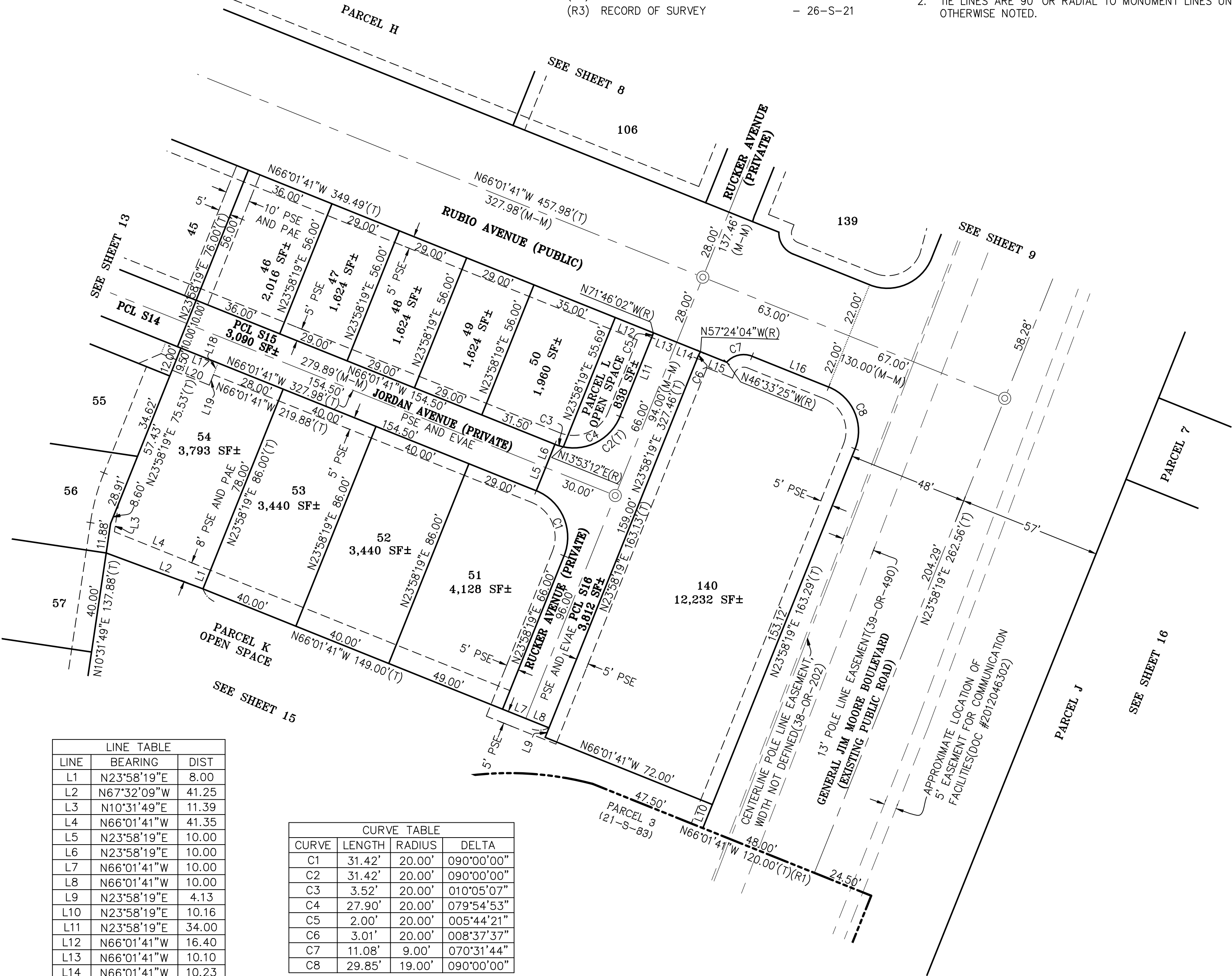
Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025

JOB #132018

SHEET 14 OF 16 SHEETS

LINE TABLE		
LINE	BEARING	DIST
L1	N23°58'19"E	8.00
L2	N67°32'09"W	41.25
L3	N10°31'49"E	11.39
L4	N66°01'41"W	41.35
L5	N23°58'19"E	10.00
L6	N23°58'19"E	10.00
L7	N66°01'41"W	10.00
L8	N66°01'41"W	10.00
L9	N23°58'19"E	4.13
L10	N23°58'19"E	10.16
L11	N23°58'19"E	34.00
L12	N66°01'41"W	16.40
L13	N66°01'41"W	10.10
L14	N66°01'41"W	10.23
L15	N66°01'41"W	11.29
L16	N66°01'41"W	33.00
L17	N66°01'41"W	16.00
L18	N23°58'19"E	5.00
L19	N23°58'19"E	4.50
L20	N66°01'41"W	16.00

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	31.42'	20.00'	090°00'00"
C2	31.42'	20.00'	090°00'00"
C3	3.52'	20.00'	010°05'07"
C4	27.90'	20.00'	079°54'53"
C5	2.00'	20.00'	005°44'21"
C6	3.01'	20.00'	008°37'37"
C7	11.08'	9.00'	070°31'44"
C8	29.85'	19.00'	090°00'00"



LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
--- EXISTING LOT LINE
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--- NEW EASEMENT LINE
--- EXISTING EASEMENT LINE
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● FOUND MONUMENT, AS NOTED
⊙ SET BRASS DISK IN WELL, TAGGED PLS 8859
FND FOUND
IP IRON PIPE
PAE PUBLIC ACCESS EASEMENT
PCL PARCEL
PSE PUBLIC SERVICE EASEMENT
EVAE EMERGENCY VEHICLE ACCESS EASEMENT
(M-M) MONUMENT TO MONUMENT
(T) TOTAL DIMENSION
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() RECORD DATA IF DIFFERENT FROM MEASURED

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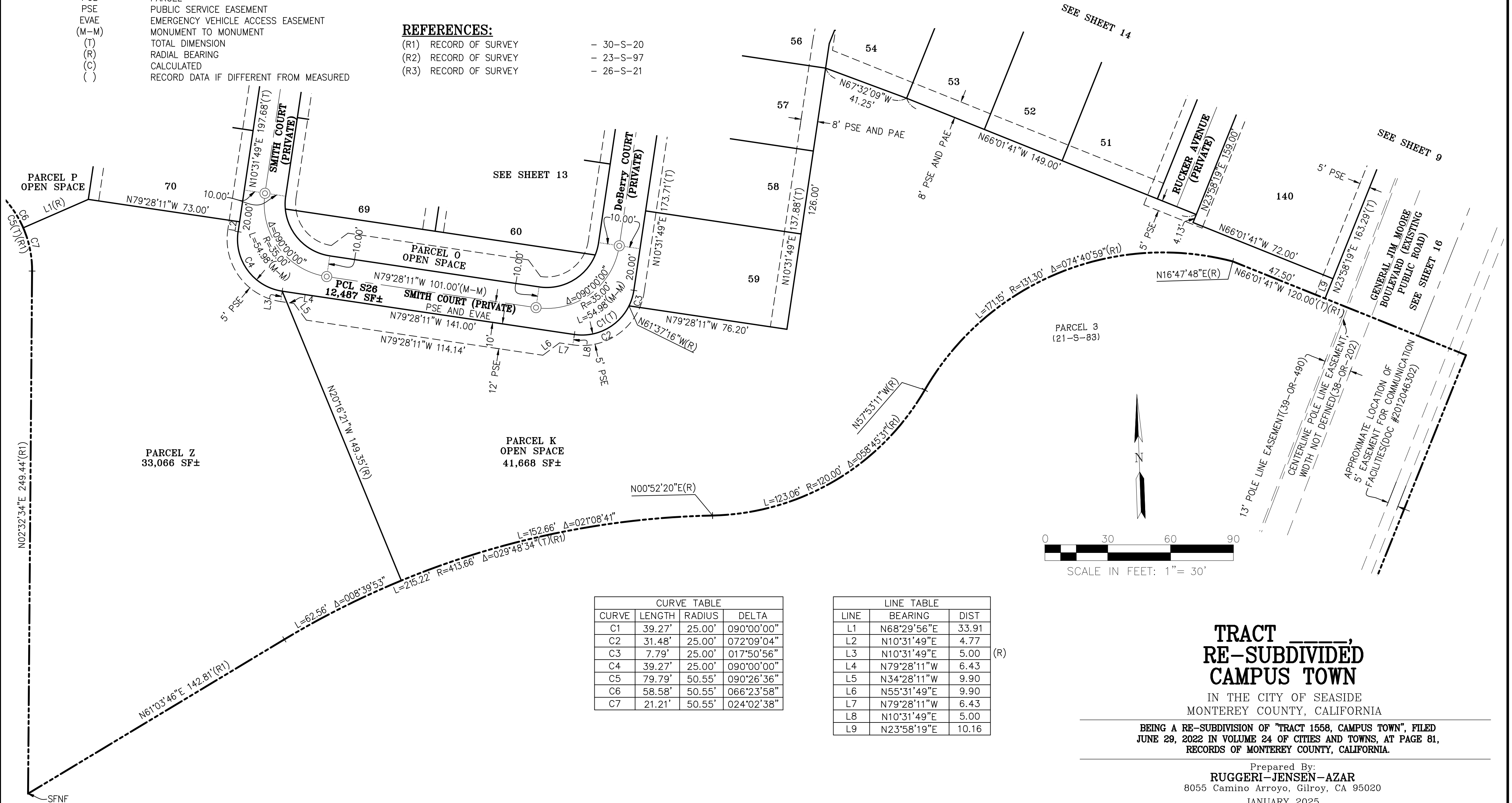
GROUND SCALED COORDINATE VALUES:
POINT 74
N 2130933.05
E 5736868.73
POINT 75
N 2130984.49
E 5738341.68

REFERENCES:

- (R1) RECORD OF SURVEY - 30-S-20
(R2) RECORD OF SURVEY - 23-S-97
(R3) RECORD OF SURVEY - 26-S-21

NOTES:

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TRACT
RE-SUBDIVIDED
CAMPUS TOWN

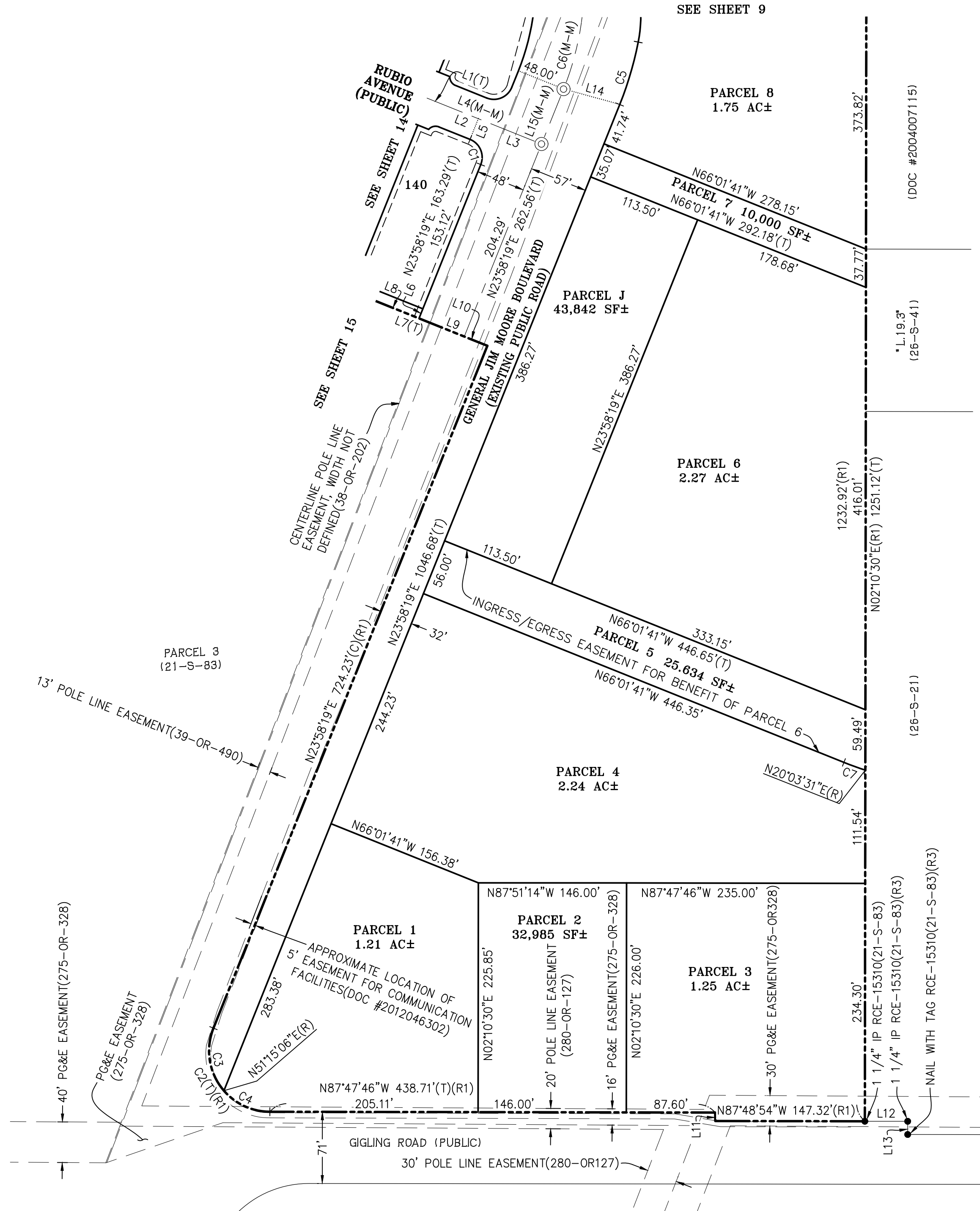
IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A RE-SUBDIVISION OF "TRACT 1558, CAMPUS TOWN", FILED
JUNE 29, 2022 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 81,
RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025

JOB #132018

SHEET 15 OF 16 SHEETS



BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

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CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	29.85'	19.00'	090°00'00"
C2	117.04'	60.00'	111°46'04"
C3	65.68'	60.00'	062°43'13"
C4	51.36'	60.00'	049°02'52"
C5	64.26'	342.01'	010°45'53"
C6	83.70'	283.00'	016°56'48"
C7	22.40'	328.00'	003°54'48"

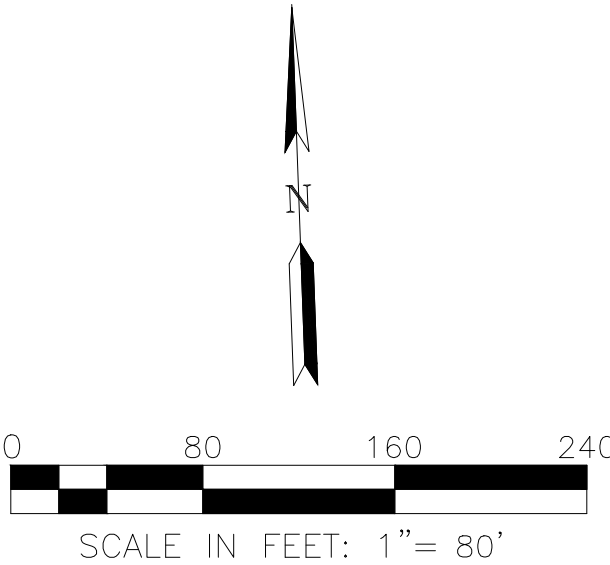
LINE TABLE		
LINE	BEARING	DIST
L1	N66°01'41"W	457.98
L2	N66°01'41"W	63.00
L3	N66°01'41"W	67.00
L4	N66°01'41"W	130.00
L5	N23°58'19"E	22.00
L6	N23°58'19"E	10.16
L7	N66°01'41"W	120.00
L8	N66°01'41"W	47.50
L9	N66°01'41"W	48.00
L10	N66°01'41"W	24.50
L11	N01°36'08"E	8.35
L12	N87°49'30"W	42.20
L13	N02°10'30"E	13.00
L14	N72°35'44"W	57.38
L15	N23°58'19"E	58.28

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
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- PUBLIC ACCESS EASEMENT
- PARCEL
- PUBLIC SERVICE EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
- MONUMENT TO MONUMENT
- TOTAL DIMENSION
- RADIAL BEARING
- CALCULATED
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NOTES:

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**TRACT
RE-SUBDIVIDED
CAMPUS TOWN**

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A RE-SUBDIVISION OF "TRACT 1558, CAMPUS TOWN", FILED
JUNE 29, 2022 IN VOLUME 24 OF CITIES AND TOWNS, AT PAGE 81,
RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
JANUARY 2025

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
)
 CITY OF SEASIDE)
 440 Harcourt Avenue)
 Seaside, California 93955)
Attention: City Clerk)
)
)
)

(Space Above This Line for Recorder's Use Only)
 Exempt from recording fee per Gov. Code §
 27383.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the “**Agreement**”) is made and entered into on this _____ day of _____, 2024 (the “**Effective Date**”) by and between KB-Bakewell Seaside Venture, LLC (“**Developer**”), and the CITY OF SEASIDE, a California municipal corporation (“**City**”) (collectively, the “**Parties**”).

RECITALS

A. Developer is the owner of that certain real property located on former Fort Ord land, situated at the northern end of Seaside approximately one mile east of Monterey Bay and 2,600 feet east of the Fort Ord Dunes State Park. Phase IA is a portion of Campus Town Specific Plan Final Map Phase I, which is bounded by Lightfighter Drive to the north, Army property to the south, General Jim Moore to the east and 1st Avenue to the west, and excluding public property as more particularly described in **Exhibit A**, attached hereto, and incorporated herein by this reference (the “**Property**”).

B. The Property is a portion of Subdivision Map 1558 and is approximately 27.15 acres accommodating 241 residential units (128 single family detached units and 113 condominium townhome units), 5 commercial lots, 26 letter lots, public and private streets, storm water treatment (Lots A, B and Z), and park dedication (Lots H and K). (the “**Project**”).

C. Pursuant to the Purchase and Sale Agreement and Escrow Instructions (the “**PSA**”) by and between City, the Successor Agency, and the Developer dated February 6, 2017, and subject to the conditions therein, City is obligated to sell to Developer and Developer is obligated to purchase from City Phase IA.

D. The Developer obligations are further defined in the Development Agreement made by and between the City and Developer, adopted by Resolution No. 20-09 on March 5, 2020, and recorded May 27, 2020 (the “**Development Agreement**”).

E. The Developer obligations are further defined in the Affordable Housing Agreement made by and between the City and Developer, recorded September 3, 2020, record number 2020045776, and as amended from time to time. (the “**Affordable Housing Agreement**”).

F. Vesting Tentative Map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk, and which is incorporated herein by this reference.

G. The Developer has submitted and received approval of Campus Town Phase 1A Tract 1558 improvement plans, specifications, and drawings, prepared by RJA and dated August 2022 (the "**Improvement Plans**"), which Improvement Plans have been approved by the City Engineer and MCWD. The original Improvement Plans are on file in the City of Seaside Public Works Department and are incorporated herein by this reference. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference. Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "Improvement" and collectively as the "Improvements".

H. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Developer comply with the City Council's Resolution of Approval and either (i) complete, in compliance with City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

I. In consideration of development of Improvement Plans, Developer desires to enter into this Agreement whereby Developer promises to install and complete, at its sole expense, all public and private improvement work required by the City for the proposed Subdivision. Developer has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

J. City and Developer desire to enter this Agreement providing for the construction and installation of the improvements in accordance with the Improvement Plans.

AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to guarantee completion of certain improvements in accordance with the Improvement Plans and ensure satisfactory performance by Developer of Developer's obligations to satisfy the Conditions.

2. Improvements. Developer shall, at its sole expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, all Conditions of the Vesting Tentative Map approval, all applicable City standards and Processing Fees as defined in the Development Agreement and incorporated herein shall furnish, construct, install and guarantee the Improvements, Grading, and Monumentation described in in the Vesting Tentative Map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

3. Duty to Install Improvements. Developer will construct, install and complete, or

cause to be constructed, installed and completed, at the Developer's sole cost and expense, all City improvements required by the Conditions and/or described in the Improvement Plans (the "**Improvements**"), in accordance with such plans, all applicable federal, state and local laws, regulations and standards, including without limitation State of California Division of Industrial Safety Construction Orders, and to the satisfaction of the City Engineer in his or her reasonable discretion. Developer will also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The construction, installation and completion of the City Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "**Improvements.**"

4. Duty to Maintain Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Improvements until approved and accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, maintaining all landscaping in a thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section within 5 business days, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. The city reserves the right to forgo the warning when it becomes aware of a public hazard that needs immediate correction. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance. Notwithstanding the above, Developer shall make available for public use any streets, curbs, gutters, sidewalks or walkways, streetlights, street furniture, storm drain improvements, fire hydrants, and any other facilities intended for general public use, which are installed, altered or affected by the Work, as soon as they can be safely placed in service.

5. Commencement and Completion Date. Developer will notify City Engineer in writing at fifteen (15) days prior to the commencement of the Work in order that there is adequate time to schedule all necessary inspections. Developer will complete the Work in a reasonable fashion per the Development Agreement. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices to the City's satisfaction.

6. Estimated Cost of Work. The estimated cost of the City Work is **(\$5,602,760.00)**. Notwithstanding this estimate, Developer hereby acknowledges and agrees that (a) the actual costs to complete the Work may significantly exceed this estimate, (b) this estimate in no way limits Developer's financial obligation, and (c) that Developer is obligated to complete the Work at its own cost, expense, and liability. The estimated cost of the work is attached hereto as **Exhibit B** and incorporated by this reference.

7. Modifications to the Plans. Approval of this Agreement by City does not release Developer of its responsibility to correct mistakes, errors, or omissions in the Improvement Plans.

If, at any time, in the opinion of the City Engineer, in his or her reasonable discretion, the Improvement Plans are deemed inadequate in any respect Developer agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with this Agreement.

8. Repairs. Developer shall, at its sole expense, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer. Developer agrees to repair or have repaired in a timely manner at its sole cost and expense all public or private property damaged as a result of or incidental to the Work or in connection with the development of the Property or to pay to the property owner of any property the full cost of such repair. In addition, Developer shall obtain the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer has paid the full cost of such repair in accordance with this section. City shall be under no obligation whatsoever to approve or accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and required written acceptances have been provided to the City Engineer.

9. Foreman or Superintendent. Developer shall give personal attention to the Work. A competent foreman or superintendent shall be on site during working hours of construction.

10. Examination of Work. Developer shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer, other City personnel and City inspection contractors and consultants. All of the Improvements shall be performed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. No City Work shall be performed without inspection by City. Any City Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and workdays. If any Work is planned to be performed during non-working hours or workdays, to the City shall be informed at least forty-eight (48) hours in advance.

11. City Improvement Plan Review, Inspection, Administration and Testing. Developer shall pay to City the actual cost for all improvement plan review, inspection, administration and testing services furnished by City in connection with this Agreement, including those performed by consultants under contract with the City and defined in the Development Agreement as "Processing Fees" (the "**City Engineering & Inspection Costs**"). The estimated cost shall be based on the City's adopted fee schedule for City Engineering & Inspection Costs is **(\$280,138.00) (the "Estimated Engineering & Inspection Cost")** based on the City's adopted 2024/2025 fee schedule, *Engineering Division Fees* 1.2.a, and excludes inspection fees for commercial uses within Phase 1A. Concurrently with the execution of this Agreement, Developer shall pay to the City an amount equal to the Estimated Engineering & Inspection Cost for the payment of the City Engineering & Inspection Costs. In the event that the Estimated Engineering & Inspection Cost is insufficient to cover the actual City Engineering & Inspection Costs incurred, Developer shall, upon notice in writing by the City Engineer, pay to the City such additional amount as may be required to pay the City Engineering & Inspection Costs. The estimated cost for the payment of the City Engineering & Inspection Costs is attached hereto as **Exhibit C** and incorporated by this reference.

12. Compliance with Laws. Developer shall fully comply with all federal, state and local laws, ordinances and regulations, including the Subdivision Ordinance, in the performance of this Agreement. Developer shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits as applicable in accordance with the Purchase and Sale Agreement and Development Agreement shall be furnished to the City Engineer upon request.

13. Encroachment Permits. Developer shall obtain, at its sole cost and expense, any encroachment permits required in order to perform the Work that are not already provided as part of the Purchase and Sale Agreement.

14. Performance, Labor and Materials and Warranty Security. In accordance with the Subdivision Ordinance and the Subdivision Map Act, Developer will furnish and deliver to City, within the times set forth below, the following surety bonds, each of which must be issued by a surety company duly and regularly authorized to do general surety business in the State of California, or such other surety as may be acceptable to the City Attorney in accordance with the Subdivision Ordinance. If a corporate surety bond is replaced by another approved bond, the replacement shall be filed with the City Engineer and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing and approval by the City Engineer of a replacement bond, the former improvement security shall be released.

14.1 Performance Bond. Developer must provide a performance bond or security to guarantee the construction or installation of the improvements, which the Parties estimate at **(\$560,276.00)**, concurrently with the execution of this Agreement, which bond must meet the requirements Government Code Section 66499.1, as may be amended, and be acceptable to the City Attorney. The bond shall be conditioned upon the faithful performance of this Agreement with respect to the Work and shall be released by the City effective upon the date of recordation of the notice of acceptance or final approval of the Improvements and Developer's delivery of a Warranty Bond, as described below, or as otherwise allowed by Government Code 66499.1. The estimate for the performance bond amount is attached hereto as **Exhibit D** and incorporated by this reference.

14.2 Labor and Materials Bond. Developer shall furnish and deliver a labor and materials surety bond in the amount of is **(\$560,276.00)**, concurrently with the execution of this Agreement, which bond must meet the requirements of Government Code Section 66499.2, as may be amended, and be acceptable to the City Attorney. The bond shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. The City shall retain the bond until both (a) the City accepts or gives final approval to the Work, and (b) the statute of limitations to record a claim of lien under Civil Code section 8410 *et seq.* has expired. After said date, the bond may be reduced by the City Engineer to an amount not less than the total amount claimed by all claimants for whom claims of lien have been recorded and notice given in writing to the City Council. The balance of the bond shall be retained until the final settlement of all such claims and obligations. If no such claims have been recorded, the bond shall be released in full by the City Engineer. The estimate for the labor and materials bond amount is attached hereto as **Exhibit E** and incorporated by this reference.

15. Additional Security. If either upon execution of this Agreement or during the course of performance the City considers that it is necessary to have an updated engineer's estimate prepared, the City shall provide written notice to Developer. Developer shall provide such estimate within the timeframe set forth in the City's notice and shall make such modifications to the estimate as may be reasonably requested by City. Developer shall provide within fourteen (14) days after receiving demand and justification from City the additional security as may be required by the updated engineer's estimate. If Developer is required to post additional security, the City may require either a cash deposit or a surety bond guaranteeing performance in a form and signed by sureties satisfactory to City. The condition of the security shall be that if Developer fails to perform its obligations under this Agreement, the City may, as applicable, use the proceeds or require the sureties to perform the obligations, of the Agreement.

16. Bond Release or Reduction. Bond release or reduction is permitted as construction progress is completed in accordance with Section 17.

17. No Waiver by City. Inspecting of the work and/or materials, or approval of work and/or materials, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all or any portion of the work and/or materials, or payments thereof, or any combination of all of these acts shall not relieve Developer of its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

18. Completion of Work. After Developer (a) completes the Work in accordance with the Improvement Plans and the terms and conditions of this Agreement, and (b) repairs any private or public property damaged as a result of the Work, or pays the full cost of such repair to the owner whose property was damaged, and obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair in accordance with Section 8 above, Developer will provide City with a written notice of completion, together with copies of all written acceptances as described in Section 8. City, in its sole and absolute discretion, may accept or give final approval to the Work in phases and allow a partial release of the bonds provided under Section 14 above.

19. Final Acceptance.

19.1 Notice of Satisfactory Completion of the Work. Within fifteen (15) days of receipt of Developer's written notification pursuant to Section 17 above, City Engineer shall inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repair are complete to the satisfaction of the City Engineer, in his/her reasonable discretion, and whether the written acceptances described in Section 8 have been provided. If the Work and repair are, in the opinion of the City Engineer, not complete, not satisfactory, and/or written acceptances have not been provided, the City Engineer will list the deficiencies that must be corrected to find the Work and repair complete and satisfactory. Upon satisfactory completion of the Work and repair and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. Prior to acceptance of improvements, Developer shall obtain a written notice of satisfactory completion of the work issued from the City Engineer. The requirement for written acceptances

may be waived by the City Engineer, in his reasonable discretion, if Developer has made commercially reasonable efforts to obtain such acceptances. City Engineer's failure to respond to Developer's written notification within fifteen (15) days will not be deemed a breach or default under this Agreement.

19.2 Fees, Documentation, and Agreements Prior to Acceptance of Improvements. Developer shall pay all outstanding fees prior to acceptance of the improvements. Developer shall provide all documents, including, but not limited to, operations and maintenance manuals and a storm water management plan post construction requirements form, required by the City Engineer prior to the acceptance of the improvements.

19.3 Acceptance of Improvements. After Developer satisfies the requirements for acceptance of the improvements specified in this Agreement, the City Engineer will recommend acceptance of the Improvements within the public right of way, or designated for public use, upon inspection sign-off with punch list completed. Acceptance of the Improvements by the City shall be deemed as final approval of the completed Improvements, of which acceptance of the Improvements can be phased and turned over to the city for maintenance. The phases are generally described as the first phase release from 1st Avenue to 2nd Avenue; second phase release from 2nd to B- Street, and third phase release from B Street to General Jim Moore.

19.4 Environmental Warranty.

A. As a condition precedent to acceptance of public Improvements, the Developer to the City for the Property, Developer hereby warrants to the City:

(1) Neither the public Improvements of Property to be improved nor Developer are in violation of any environmental law, and neither the Property to be improved nor the Developer are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with any and all applicable environmental laws relating to the Property to be improved.

(2) Neither Developer nor any other person with Developer's permission to be upon the Property to be improved, shall use, generate, manufacture, produce, or release, on, under, or about the Property to be improved, any Hazardous Substances, except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material, which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials or substances requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(3) Developer has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the Property to be improved or the migration of any Hazardous Substances from or to any other Property adjacent to, or in the vicinity of, the Property to be improved.

(4) Developer's prior and present use of the Property to be improved has not resulted in the release of any Hazardous Substances on the Property to be improved.

B. Developer shall give prompt written notice to City of:

(1) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any Hazardous Substances on the Property to be improved

or the migration thereof from or to any other property adjacent to, or in the vicinity of, the Property to be improved;

(2) Any claims made or threatened by any third party against City or the Property to be improved relating to any loss or injury resulting from any Hazardous Substances; and

(3) Developer's discovery of any occurrence or condition on any property adjoining or in the vicinity of the Property to be improved that could cause the Property to be improved or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

20. Warranty Period.

20.1 Warranty; Repair and Reconstruction. Without limiting the foregoing, Developer expressly warrants and guarantees all Work and all materials used in the Work for a period of one year from acceptance of Improvement as defined in Section 18.3 and in accordance with Section 18.2. If, within this one-year period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the Work, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective Work to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements, or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction USING THE WARRANTY BOND POSTED BY THE DEVELOPER.

20.2 Warranty Bond. Developer shall furnish and deliver a warranty bond in the amount equal to ten percent (10%) of the estimated total cost of the Improvements excluding grading prior to acceptance and final approval of the Improvements and prior to release of the entirety of the Performance Bond. The bond shall be in a form acceptable to the City Attorney and shall guarantee and warranty the Work for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished. The warranty bond can be released in phases as described in Section 18.3, upon acceptance of improvements, with the City Engineer authorization, in writing.

21. Developer Not Agent of City. Neither Developer nor Developer's contractors, subcontractors, agents, officers, or employees are agents, partners, joint venturers or employees of City and the Developer's relationship to the City, if any, arising here from is strictly that of an independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Further, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

22. Indemnification.

22.1 Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the construction, installation or maintenance of the Improvements by Developer, its officers, employees and agents. Developer shall indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Developer's acts or failure

to act.

22.2 Developer's obligations under this Section 8 are not conditioned or dependent upon whether the City, or its officers, agents, and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

22.3 Developer's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Developer's design or construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Developer, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Developer shall remain obligated to correct or eliminate all dangerous conditions created by defects in design or construction (other than those required by a City Directive); provided, however, that Developer shall not be responsible for routine maintenance. Developer's indemnity obligations hereunder shall remain in effect for two (2) years following acceptance of the respective Improvement(s) by the City Council. Developer acknowledges and agrees that Developer shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Developer's improvement security shall not be required to secure the Developer's obligations under this subparagraph C beyond the one-year guarantee and warranty period.

22.4 Developer shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Developer prompt written notice of such claim and allows Developer to undertake the defense thereof.

22.5 Developer's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

22.6 Developer, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

23. Insurance.

23.1 The following coverages will be provided by Developer and maintained on behalf of City and in accordance with the requirements set forth herein. If Developer performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages; provided, however, that Developer shall first provide a written plan for the approval of the City which sets forth the respective obligations and deadlines of the Developer and its contractor. In addition, Developer may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Developer" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Developer or to a separate General Contractor.

23.2 Insurance During Construction. Developer shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Developer's General Contractor:

23.2.1 Commercial General Liability (CGL). Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars (\$2,000,000) general aggregate. Agency and its employees and agents and the City of Seaside shall be added as additional insureds using ISO Forms CG 2010 07 04 and CG 2037 07 04, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to Agency or City or any employee or agent of Agency or City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

23.2.2 Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Developer' selection, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than Ten Million Dollars (\$10,000,000.00) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Developer or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

23.2.3 Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Developer (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than Five Million Dollars (\$5,000,000) each accident.

23.2.4 Workers' Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation as respects Agency, City or their employees or agents.

23.2.5 Builders Risk Insurance. The City shall, at its option, purchase Builder's Risk Insurance for the work of Improvements. If Builder's Risk Insurance is purchased by the City, the Developer shall reimburse the City for the cost of such insurance. If City, at its option, does not purchase Builder's Risk Insurance, then Developer shall purchase such insurance in connection with the work of the Improvements.

23.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

23.3.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

23.3.2 Requirements of specific coverage features or limits defined in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

23.3.3 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Developer, and Developer's employees, or agents, from waiving the right of subrogation prior to a loss.

23.3.4 None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the Executive Director.

23.3.5 Unless otherwise approved by City, Developer's insurance and insurance provided by any contractor or subcontractor shall be written by insurers authorized to do business in the State of California and with a minimum "Best's Insurance Guide rating of at least "A-: VII" Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

23.3.6 In the event any policy of insurance required under this Agreement does not comply with these requirements and Developer does not cure the non-compliance within thirty (30) days after written notice from City (or Developer does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer.

23.3.7 Developer agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Developer's general liability using ISO Forms CG 2010 07 04 and CG 2037 07 04 and "Following Form" umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of

coverage and policies are to have a "cancellation endorsement" to the same effect. Developer agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

23.3.8 Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least five (5) business days prior to the expiration of the coverages.

23.3.9 Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

23.3.10 Developer agrees to require all subcontractors or other parties hired for this project to purchase and maintain insurance for general liability (minimum limit \$1,000,000 per occurrence), automobile liability (\$1,000,000 per accident) and workers' compensation (statutory benefits). If an owner-controlled insurance policy ("wrap") is purchased, this requirement is automatically satisfied. Prior to the issuance of the Certificate of Completion, Developer shall provide the City with copies of all insurance policies, certificates and endorsements related.

23.3.11 Developer agrees to monitor and review all coverage required by subparagraph 9 above and assumes all responsibility for ensuring that such coverage is provided as required here. Developer agrees to obtain certificates evidencing such coverage. Developer agrees that upon request, all agreements with subcontractors or others with whom Developer contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

23.3.12 Developer agrees to require that no contract used by any general contractor or subcontractor, or contracts Developer enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

23.3.13 Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

23.3.14 Developer agrees to provide notice to City of any claim or loss against Developer that includes City or the City of Seaside as a defendant promptly after Developer receives written notice or obtains knowledge thereof City assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Developer of any such claims it is notified of respecting the Property.

23.3.15 Developer agrees not to attempt to avoid its defense and indemnity obligations to City, and their employees, agents, officials, and servants by using as a defense Developer's statutory immunity under workers' compensation and similar statutes.

23.3.16 Developer agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross-liability exclusions that preclude coverage for suits between Developer and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

23.3.17 If Developer or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

23.3.18 Developer shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than Ten Million Dollars (\$10,000,000.00) for each occurrence for at least three years following substantial completion of the work.

23.3.19 Developer agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Project. The limit of liability required is subject to City approval, but in no event to be less than \$1 million per claim and in the aggregate, and Developer shall use reasonable efforts to require and cause such professionals to maintain coverage such coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Developer is unable to do so, Developer shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Developer requests that the City approve a lower limit for any particular design professional Developer seeks to employ on the Project, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

23.3.20 To the extent a particular coverage or policy form or specification is not reasonably available from Developer's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Developer shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

23.3.21 For any Claims related to this Agreement, the Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Developer's insurance and shall not contribute with it.

23.3.22 Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

23.3.23 Developer hereby grants to City a waiver of any right to subrogation which any insurer of said Developer may acquire against the City by virtue of the payment of any loss under such insurance. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

23.3.24 Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Developer to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

23.4 Developer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. However, failure to obtain the required documents prior to the commencement of the Work shall not waive the Developer's obligation to provide them. The City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

23.5 Developer shall include all of their consultants and all prime contractors and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each consultant and contractor. All coverages for consultants and contractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

23.6 If the Developer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

24. Payments. Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code section 66499.7, the Labor and Materials Bond provided by Developer in accordance with Section 14.2 of this Agreement shall not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 8424.

25. Notice of Breach and Default. The occurrence of any of the following constitutes a breach and default of this Agreement:

- (1) Developer refuses or fails to complete the Work within the time set forth herein or abandons the Work;
- (2) Developer assigns the Agreement without the prior written consent of City;
- (3) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency;
- (4) Developer or Developer's consultants, contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement or
- (5) There is any delay in the construction of any portion of the Work or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.

City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Developer and a reasonable opportunity for Developer to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

26. Breach of Agreement; Performance by City; Remedies.

26.1 Upon the occurrence of any of the following events, the Developer shall be deemed to be in default under this Agreement:

26.1.1 Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

26.1.2 Failure to promptly correct or cure any defect in the Improvements or any of them during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Developer of written notice that such defect exists;

26.1.3 Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Developer's receipt of written notice thereof from the City;

26.1.4 Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

26.1.5 Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Developer in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Developer of written notice thereof from the City; or

26.1.6 Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Developer of written notice thereof from the City.

26.2 City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Developer and a reasonable opportunity for Developer to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

26.3 Following Developer's receipt of written notice of alleged default and failure by Developer to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within ten (10) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

26.4 Developer acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Developer's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City

in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Developer shall reimburse the City in the amount of such excess damages.

26.5 Following Developer's receipt of written notice of alleged default and failure by Developer to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary for the performance of the work. Developer hereby consents to such entry by the City and its representatives, including contractors, upon any real property in the Subdivision owned by Developer or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Developer's default.

26.6 Developer acknowledges and agrees that, upon purchase of the Property, City will confer substantial rights upon the Developer, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Developer's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Developer.

26.7 The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Developer.

26.8 If City sues to compel Developer's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Developer agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Developer subsequently resumes and completes the work.

27. Erosion Control. Developer shall take all necessary actions during the Work to prevent erosion damage and to prevent migration of soil or silt- or sediment-contaminated storm water run-off onto streets or other properties or into creeks, seasonal drainage courses or the public storm drain system. It is understood and agreed that in the event of failure on the part of Developer to prevent erosion or soil migration or storm water contamination, City may implement any and all erosion or storm water protection and/or mitigation measures it determines to be necessary on an emergency basis and Developer shall, within thirty (30) days of receiving notice in writing from the City Engineer, reimburse City for all of City's actual expenses incurred (including administrative and/or legal expenses) in implementing such erosion protection and/or mitigation measures. If Developer fails to timely reimburse City, City may proceed against the Performance Bond described in Section 14.1 to cover all of City's actual expenses.

28. Record Drawings. Developer shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes, and as built conditions as specified in the Tentative Tract Map Conditions of Approval prior to the acceptance of improvements.

29. Attorneys' Fees. Should any legal action or arbitration be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs of suit, reasonable attorneys' fees, arbitration costs and such other costs as may be determined by the court or arbitrator.

30. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this Section.

City: CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Engineer

Developer: Attention:
KB-B TO PROVIE CONTACT INFORMATION

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

31. Transfers; Assignments. Developer may assign its obligations under this Agreement to successor owner(s) of the Property only with the prior written consent of the City. In connection with any such assignment, Developer and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form acceptable to the City Attorney.

32. Binding Upon Heirs, Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be binding upon a purchaser or transferee of any portion of the Property unless this Agreement has been assigned pursuant to Section 31. If this Agreement has not been assigned or if the assignment has not been consented to by City, it shall remain binding on Developer.

33. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

34. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

35. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the e parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

36. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California.

37. Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation, or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

38. Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

39. Runs with the Land, Recordation. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of Monterey County.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY OF SEASIDE, a California Municipal Corporation

By: _____
 , City Manager

DEVELOPER:

.

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:
Attorneys at Law

Sheri Damon, City Attorney

NOTE: Developer signature shall be notarized

ACKNOWLEDGEMENTS

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 _____)

On _____, 2023 before me, _____

(Insert name and title of officer)

Notary Public, personally appeared _____,
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.

_____(SEAL)

Notary Public

* * * * *

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 _____)

On _____, 2023 before me, _____

(Insert name and title of officer)

Notary Public, personally appeared _____,
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.

_____(SEAL)

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

Real property in the City of Seaside, County of Monterey, State of California, described as follows:

TO BE UPDATED WITH THE RECORDATION OF THE RE-SUBDIVIDED CAMPUS TOWN FINAL MAP

EXHIBIT B

ESTIMATED COST OF WORK

Opinion of Probable Cost
Campus Town Phase 1A
Seaside, CA
KB Bakewell Seaside Venture II

Revision Date	Revision Description
9. 14. 22	per city comments

In providing this Opinion of Probable Cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the Design Professional is not a Professional Cost Estimator. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. It is the Client's responsibility to review all unit prices and make changes as the Client sees fit to reflect the actual market prices the Client is experiencing and to reflect the Client's method of operation.

This document shall be considered incomplete unless accompanied by all sheets, including notes.

SUMMARY

A. GRADING	\$1,929,100
B. PAVING & CONCRETE	\$1,426,080
C. STORM DRAIN	\$1,134,285
D. MISCELLANEOUS	\$382,500
Sub-Total Improvements:	\$4,871,965
Contingency 15%:	\$730,795
Total Improvements:	\$5,602,760

EXHIBIT C

CITY ENGINEERING & INSPECTION COST

Inspection Fees	
Property Classification	Total Inspection Fee
New Residential	\$2,350,924.29

EXHIBIT D

PERFORMANCE BOND AMOUNT

Developer must provide a performance bond or security to guarantee the construction or installation of the public improvements, estimated at \$560,276.00, which bond amount equal is equal to 100% of public improvement estimate.

EXHIBIT E

LABOR & MATERIAL BOND AMOUNT

Developer shall furnish and deliver a labor and materials surety bond in the amount of \$560,276.00, which bond amount equal is equal to 100% of public improvement estimate.

RESOLUTION NO. 25-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE FINAL MAP PHASE 1 FOR CAMPUS TOWN SPECIFIC PLAN, A PORTION OF VESTING MAP VTM-01; DRAFT SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE 1A; AND ANNUAL REVIEW OF THE DEVELOPMENT AGREEMENT

WHEREAS, the Campus Town Specific Plan is generally located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Bay and Lightfighter Drive and north; and generally, north of Gigling Road; and

WHEREAS, on March 5, 2020, the City Council approved an application by KB-Bakewell Seaside Venture, LLC (the "Applicant") for Vesting Tentative Map, VTM-01, for the subdivision of approximately 103.5 acres (the "Property").

WHEREAS, Vesting Tentative Map VTM-01, including conditions of approval, would also provide for grading of the Project Site; allow for extension of utilities and services to support planned development, including but not limited to potable water, recycled water, sanitary sewer and storm drain system; provide for water quality improvements; allow for new streets to serve anticipated uses; and reserve necessary easements; and

WHEREAS, the City conducted the annual review of the Development Agreement, recorded with the County of Monterey on May 27, 2020, pursuant to California Government Code Section 65865.1 and Seaside Municipal Code Section 17.66.070, and determined the Applicant is acting in good faith compliance with the provisions of this Agreement; and

WHEREAS, on May 5, 2022, the City Council approved Final Map for Phase 1A, for the subdivision of approximately 103.5 acres (the "Property").

WHEREAS, the Applicant submitted to the City a revised Campus Town Phase 1 Final Map, Exhibit A, and is determined to be complete and in conformance with Vesting Tentative Map No. TM-01; and

WHEREAS, in accordance with Section 6, Conditions of Closing, of the Purchase and Sale Agreement entered into with the Applicant on February 6, 2020, the Final Map Phase 1 creates legally subdivided parcels; and

WHEREAS, the Applicant is purchasing Phase 1A a portion of Phase 1 that is bounded by Lightfighter Drive to the north, Army property to the south, General Jim Moore to the east and 1st Avenue to the west; and

WHEREAS, Draft Subdivision Improvement Agreement for Phase 1A has been prepared to record concurrent with the transfer of property to the Applicant, Exhibit B; and

WHEREAS, subdivision (b) of Government Code Section 66442 requires that all final maps include a certificate signed by the City Surveyor or City Engineer that he or she has examined the map, that the subdivision is substantially the same as it appeared on the tentative map and any approved alternations thereof, that all provisions of the Subdivision Map Act and

the City's Subdivision Ordinance have been complied with, and that he or she is satisfied that the map is technically correct.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:

- 1) The City Council make the following findings pursuant to the requirements of the California Environmental Quality Act:
 - a) That the above recitals are accurate and are hereby incorporated in and made part of this Resolution by this reference.
 - b) Pursuant to the California Environmental Quality Act ("CEQA") and the Agency's local CEQA Guidelines, the City certified an Environmental Impact Report, State Clearinghouse NO 20180210079, (the "Final EIR") on March 5, 2020 in connection with the City's approval of the Campus Town entitlements and the City approved the same EIR in connection with the Agency's actions to implement that project. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; or (iii) new important information shows the project will have new or more severe impacts than previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.
 - c) The City Council find, in connection with the Final Map Phase 1 that its approval is a ministerial action consistent with the project that was reviewed and approved pursuant to the Campus Town EIR. Staff further finds that actions contemplated by this Resolution will not have one or more significant effects not discussed in the previously certified EIR, will not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant.
 - d) Based on these findings and all evidence in the record, the City Council determine that no additional environmental review is required pursuant to CEQA in connection with the City's consideration of the Final Map Phase 1.

- e) Pursuant to California Government Code Section 66457, the City Council find that all required certificates or statements are placed on the map ready to be signed and, where necessary, have been acknowledged.
 - f) Pursuant to California Government Code Section 66458 and based upon the determinations and report of the City Engineer, the City Council finds that the Final Map Phase 1 conforms to all requirements of the Subdivision Map Act, the City's local Subdivision Ordinance and that all conditions prior to the approval of the Final Map Phase 1 have been completed to the satisfaction of the City.
-
- 2) The City Council hereby appoints the licensed City Surveyor or City Engineer to review the Final Map, Exhibit A, to make minor technical corrections as appropriate, and provide the certificate therefore in compliance with Government Code Section 66442.
 - 3) The City Council hereby appoints the City Manager or designee, as corrected by the City Surveyor or City Engineer, for substantial conformance with the Vesting Tentative Map No. TM-01 as modified and provide the certification in compliance with Seaside Municipal Code 16.12.120.
 - 4) The City Council hereby appoints the City Manager or designee to approve the final Subdivision Improvement Agreement for Phase 1A, upon determination of substantial conformance with the draft as finally approved by the City Attorney.
 - 5) The City Council hereby instructs the City Clerk to endorse on the face of the Final Map, as corrected by the City Surveyor or City Engineer, the certificate that embodies the approval of the Final Map and instructs the City Clerk to accept, subject to improvements as called for under the Subdivision Improvement Agreement or other legal requirement, all offers of public dedication that may be provided on the Final Map Phase 1.
 - 6) Based on the findings contained in Section 1 through 5 of this Resolution, and pursuant to the requirements of the California Subdivision Map Act and the City's Subdivision Ordinance, the City Council hereby approve the Final Map Phase 1.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the _____ day of January, 2025.

AYES: COUNCIL/AGENCY MEMBERS
NOES: COUNCIL/AGENCY MEMBERS
ABSTAIN: COUNCIL/AGENCY MEMBERS
ABSENT: COUNCIL/AGENCY MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

Exhibits

- A. Campus Town Final Map Phase 1
- B. Draft Subdivision Improvement Agreement Phase 1A



CITY OF SEASIDE STAFF REPORT

Item No.: 9.M.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: January 16, 2025

**SUBJECT: ADOPT A RESOLUTION TO MODIFY THE POSITION
ALLOCATION LIST TO ADD ONE ADMINISTRATIVE ANALYST I
AND APPROVE COMPENSATION PLANS FOR THE POSITION**

RECOMMENDATION

Approve the changes to the Position Allocation List.

BACKGROUND

In May of 2024, the Recreation Department in conjunction with the Village Project Inc. applied for the Prop 47 grant through the Board of State and Community Corrections (BSCC). In October of 2024, the City received a notification from the BSCC that its grant application was approved in the amount of \$6,022,619. This grant has a four year life cycle and will conclude in June of 2028. In the grant application the City requested the hiring of a Grant Administrator to oversee the program. Staff recommends filling this position with an Administrative Analyst I position. The duties of this position will oversee the day to day management of the grant, collect data from Village Project Inc, work with the BSCC, and submit and track all of the spending. Due to the four year cycle of the grant, this position will be funded through December 2028. Program supervision will fall under the Recreation Director. This position will be designated and follow the Unclassified Position plan.

FISCAL IMPACT

There is no cost associated with this item. All costs are reimbursed 100% by the Prop 47 grant..

ATTACHMENTS

1. Seaside Administrative Analyst I
 2. Unclassified Positions 2022
 3. Resolution AA position
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



MARCH 2016
FLSA: EXEMPT

ADMINISTRATIVE ANALYST I

DEFINITION

Under general supervision or direction, provides administrative, budgetary, grant, and work-flow support to assigned departmental projects and programs; analyzes programmatic practices and procedures and makes recommendations for organizational, operational, policy, and procedural improvements; conducts needs analyses, feasibility studies, and evaluations for assigned projects and programs; develops, summarizes, and maintains administrative and fiscal records; fosters cooperative working relationships among City departments and acts as liaison with various community, public, and regulatory agencies; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision or direction from assigned supervisory or management personnel. Exercises no direct supervision over staff. May provide technical and functional direction to lower-level staff.

CLASS CHARACTERISTICS

This is the entry-level class in the Administrative Analyst series. Initially under close supervision, incumbents with basic professional administrative support experience perform analytical and technical work within an assigned department. As experience is gained, assignments become more varied and are performed with greater independence. Positions at this level usually perform most of the duties required of the positions at the II level, but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. Since this class is often used as a training class, employees may have only limited or no directly related work experience.

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.

- Assists in developing goals, objectives, policies, procedures, work standards, and administrative control systems for the department to which assigned.
- Participates in and oversees the development and administration of departmental budgets; monitors revenues and expenditures; identifies and recommends resolutions for budgetary problems.
- Coordinates and performs professional-level administrative and programmatic work in such areas as budget development, financial administration and reporting, grants, purchasing, database management, contract administration, management analysis, public information, and program evaluation.
- Plans, oversees, and administers highly complex department-specific programs and projects; develops and manages program budgets, including revenue projections, multi-year cash flow analysis, cost containment, and grant funds disbursement; directs all aspects of assigned programs, including legal and regulatory compliance to avoid substantial fines; receives, reviews, and organizes program applications; ensures that awards stay within funding limits; participates on various committees and may present

committee recommendations to the City Council; sends award letters to program applicants; represents the City to applicants.

- Serves as a liaison to employees, public, and private organizations, community groups, and other organizations; provides information and assistance to the public regarding the assigned programs and services; receives and responds to complaints and questions relating to assigned area of responsibility; reviews problems and recommends corrective actions.
- Participates in the development and implementation of new or revised programs, systems, procedures, and methods of operation; compiles and analyzes data and makes recommendations regarding staffing, equipment, and facility needs.
- Conducts a variety of analytical and operational studies regarding departmental and programmatic activities, including complex financial, budget, personnel, operational, or administrative issues or questions; evaluates alternatives, makes recommendations, and assists with the implementation of procedural, administrative, and/or operational changes after approval; prepares comprehensive technical records and reports, identifies alternatives, and makes and justifies recommendations.
- Assists with and coordinates and organizes community events; represents City to residents in explaining City policies; provides outreach and public education programs to the community.
- Participates on a variety of interdisciplinary committees and commissions and represents the City to a variety of community and stakeholder groups.
- May assist in the development and reporting of alternate funding sources and ensures compliance with Federal, State, City, and funding agency and City accounting and reporting requirements and applicable laws, regulations, and professional accounting practices.
- Prepares and submits City Council agenda reports and various other commission, committee, and staff reports, resolutions, ordinances, and correspondence regarding assigned activities.
- Confers with other management staff regarding provision of administrative and support services, including contracts, agreements, and grant reporting.
- Maintains accurate records and files; develops storage of records and retention schedules.
- Communicates orally, in writing, or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups and representatives of various organizations.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of municipal management and government.
- Basic principles, practices, and procedures of funding sources and grant funds disbursement.
- Project and/or program management, analytical processes, and report preparation techniques; municipal programs such as, but not limited to, purchasing, finance, budgeting, and other related governmental programs.
- Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.
- Basic principles and practices of public administration as applied to operational unit and program administration.
- Research and reporting methods, techniques, and procedures.
- Sources of information related to a broad range of municipal programs, services, and administration.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Public relations techniques.
- Principles and practices of contract administration and evaluation; and public agency budget development and administration, and sound financial management policies and procedures.

- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned division.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Assist in the development of goals, objectives, policies, procedures, and work standards for the department.
- Coordinate and oversee programmatic administrative, budgeting, and fiscal reporting activities.
- Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.
- Plan and conduct effective management, administrative, and operational studies.
- Plan, organize, and carry out assignments from management staff with minimal direction.
- Conduct research on a wide variety of administrative topics including grant funding, contract feasibility, budget and staffing proposals, and operational alternatives.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local policies, procedures, laws, and regulations.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate and maintain 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 and legal guidelines in politically sensitive situations.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

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

Equivalent to graduation from an accredited four-year college or university with major coursework in accounting, finance, business or public administration, or a closely related field and one (1) year of responsible administrative experience in municipal government.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person 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.

ENVIRONMENTAL ELEMENTS

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

City of Seaside
Compensation Plan for Unclassified Positions
Effective July 1, 2022

- A. APPLICATION:** This Compensation Plan applies to the position of ESCA Program Director. Due to the unique nature of these positions, when established by the City Council, they were determined to be exempt from the classified service.
- B. EMPLOYMENT STATUS:** In accordance with Municipal Code Section 2.44.030, employees not included in the classified service shall serve at the pleasure of the City Manager and they may be terminated or disciplined at will by the City Manager at any time, without any right of appeal.
- C. ANNUAL SALARY:** The following position is exempt from the overtime provisions of the FLSA.
- a. ESCA Program Director
- D. SALARY ADJUSTMENTS:**
- a. General Salary Adjustments:
- i. Effective the pay period beginning July 9, 2022, all members will receive a 4% salary increase.
- ii. Effective the first day of the first pay period in January 2023, all members will receive a 3% salary increase. This salary increase is contingent on bargaining unit members agreeing to pick up 3% of the City's CalPERS contribution.
- iii. Effective the first day of the pay period in July of 2023, all members will receive a 4% salary increase.
- iv. Effective the first day of the pay period in July of 2024, all members will receive a 4% salary increase.
- b. Longevity Pay:
- i. Unclassified employees with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
- ii. Unclassified employees with ten or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).
- iii. Unclassified employees with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).
- c. Performance Pay: The City Manager is authorized to grant up to a 7.5% increase to Unclassified employees who exceed expectations in the achievement of established performance goals and objectives. This gives the City Manager flexibility in setting salaries consistent with performance.
- E. RETIREMENT:**
- a. Miscellaneous Classifications:

**City of Seaside
Compensation Plan for Unclassified Positions
Effective July 2022**

- i. Tier 1 - CalPERS 2% @ 55
 - 1. Eligibility: Employees determined by CalPERS to be “classic members.”
 - 2. Employee Contribution: Employees will pay the 7.0% employee contribution to PERS.
 - 3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.
 - ii. Tier 2 - CalPERS 2% @ 62 Plan
 - 1. Eligibility: Employees determined by CalPERS to be “new members.”
 - 2. Employee Contribution: Employees will pay 50% of the normal cost as determined annually by CalPERS.
 - 3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.
- b. The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.
- c. Deferred Compensation: The City will pay up to \$200 per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

F. MEDICAL, DENTAL, VISION INSURANCE

- a. Medical Contributions:
 - i. MCSIG PPO \$40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.
 - ii. MCISG PPO \$25 (80/20 Plan).
Employees electing to participate in the MCSIG PPO \$25 (80/20 Plan)

City of Seaside
Compensation Plan for Unclassified Positions
Effective July 2022

will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.

- iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.
- iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.
The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

- b. Dental and Vision Contributions: The City will contribute towards the cost of the employee's dental and vision insurance as follows:

Dental

Employee Only:	\$44.80
Employee + Spouse:	\$92.90
Employee + Children:	\$102.74
Employee + Family:	\$150.85

Vision

Employee Only:	\$5.35
Employee + 1:	\$5.78
Employee + Family:	\$13.12

- i. Annual Premium Adjustments: The City and the employee will split the cost of any increase or decrease to the premium on a 50/50 basis.
- c. Life Insurance: The City will provide term life insurance for all Employees in the amount of two times the employee's annual salary.
 - d. Long-Term Disability: The City shall pay the cost of a long-term disability program.
 - e. IRS Section 125 Plan: The City shall make available an Internal Revenue Service Code Section 125 Plan for unreimbursed medical and dependent care expenses. The annual maximum is set by the IRS.
 - f. Wellness Program:
 - i. Health Club Membership: The City will pay up to \$45 per month towards an employee membership at a health club upon submission of

**City of Seaside
Compensation Plan for Unclassified Positions
Effective July 2022**

receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible.

- ii. City Recreation Facilities: Employees and their families will have use of City Recreation facilities at no cost.

G. LEAVE BENEFITS:

- a. Vacation: the City Manager has the authority to start a new employee covered under this compensation plan anywhere within the accrual schedule and provide them with a starting leave bank of vacation.

- i. Accrual Rates: The regular accrual rate shall be:

Years of City Service	Accrual Rate per year
Up to 4	10 days
5 – 9	15 days
10 – 14	17 days
15 – 19	20 days
20 – 24	21 days
25 +	25 days

- ii. Vacation Upon Termination: Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.
 - iii. Maximum Accumulation: Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March.
 - iv. The City will allow employees to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out

**City of Seaside
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Effective July 2022**

in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

- v. Accumulation during OJI Leave: An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.
- vi. No Interruption of Accumulation: No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

b. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

- i. Accrual: Each employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served. At his / her discretion, the City Manager may provide a new employee with a starting leave bank.
- ii. Sick Leave Use: Sick leave may be used for the illness/injury of family members and all other permissible uses under state law.
- iii. Bereavement Leave: Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

c. Management Leave

- i. Annual Accrual: Employees shall earn 40 hours of management leave per calendar year.
- ii. Initial Accrual: For newly hired employees, the initial management leave bank shall be prorated according to the following schedule:

Hired January 1 – March 31:	40 Hours
Hired April 1 – June 30:	30 Hours
Hired July 1 – September 30	20 Hours

City of Seaside
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Effective July 2022

Hired October 1 – November 30 10 Hours
Hired December 1 – December 31 0 Hours

- iii. Additional Leave: The City Manager shall have the authority to grant sixteen (16) hours of management time leave to Employees at his/her discretion.
- iv. Management Leave Payoff: Employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1st of each year.

d. Administrative Leave

- i. Employees shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.
- ii. Initial Accrual: For newly hired employees, the initial management leave bank shall be prorated according to the following schedule:
 - Hired January 1 – March 31: 40 Hours
 - Hired April 1 – June 30: 30 Hours
 - Hired July 1 – September 30 20 Hours
 - Hired October 1 – November 30 10 Hours
 - Hired December 1 – December 31 0 Hours

e. Holidays: All employees in a pay status for the majority of a pay period shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Nineteenth day of June (Juneteenth)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

f. Jury Duty:

- i. Jury Duty: The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the

City of Seaside
Compensation Plan for Unclassified Positions
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employee. This rule also applicable to those employees serving on the Grand Jury.

RESOLUTION NO. 25-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING
THE MODIFICATION OF THE CITY'S POSITION ALLOCATION LIST TO ADD
ONE ADMINISTRATIVE ANALYST I**

WHEREAS, the City's Position Allocation List may be amended on recommendation of the City Manager and approval by the City Council; and

WHEREAS, the City of Seaside in conjunction with the Village Project Inc., received a grant for Prop 47 through the Board of State and Community Corrections for the amount of \$6,022,619; and

WHEREAS, the Recreation Director will supervise and direct the Administrative Analyst I; and

WHEREAS, the Administrative Analyst I will be an unclassified, exempt, and an at-will employee at the established maximum salary of \$104,969.29 to be paid by the BSCC grant and will conclude in June of 2028; and

WHEREAS, the Compensation Plan for Unclassified Positions describes the benefits for the position; and

WHEREAS, there is no City cost associated with this item.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the modification to the Position Allocation List and the designation of classification as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of January, 2025, 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.: 9.N.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: January 16, 2025

SUBJECT: **ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BELLINGER FOSTER STEINMETZ FOR THE TRAIL MAINTENANCE STRATEGY FOR PERMITS AND CONTINGENCY AND AUTHORIZING THE CONTRACT VALUE TO BE INCREASED BY TWENTY ONE THOUSAND FOUR HUNDRED EIGHTY NINE DOLLARS (\$21,489.00) TO BE FUNDED BY THE MONTEREY PENINSULA REGIONAL PARK DISTRICT (\$7,163.00), CITY OF SEASIDE (\$7,163.00), AND THE CITY OF MONTEREY (\$7,163.00)**

RECOMMENDATION

Adopt a resolution approving an amendment to the Professional Services Agreement with Bellinger Foster Steinmetz.

BACKGROUND

The Laguna Grande Regional Park Joint Powers Agency (JPA) approved a contract with Bellinger Foster Steinmetz (BFS) to create a Trail Maintenance Strategy and Conduct Environmental Review for Laguna Grande Regional Park on April 21, 2021. Prior to the award of the contract, staff met with the various City Managers and Executive Director and it was determined that there was inadequate funding to pay for a full park plan, but recommended moving forward with the Trail Maintenance Strategy. The proposed Trail Maintenance Strategy was proposed to include the following steps:

1. Inventory existing trail network and biotic communities.
2. Prepare a draft trail maintenance strategy and vegetation management recommendations.
3. Review maintenance strategy with stakeholders such as the California Department of Fish and Wildlife, Coastal Commission, Regional Water Quality Control Board, and interested parties such as the Audubon Society and residents.
4. Revise the maintenance strategy based on public and stakeholders interest.
5. Present maintenance strategy to the JPA and finalize the project description.
6. Prepare the required environment document.

7. Present maintenance strategy and environmental document to the JPA for certification.

Once the document was certified by the JPA, the JPA would then pursue permits for the project from various resource agencies such as the Regional Water Quality Control Board, etc. Work could commence after all permits are obtained and appropriate resources and funding are identified and secured. .

In the contract under section 5.0 Additional Services it states:

5.10 Any Permitting: Obtain necessary permits (Fish & Wildlife, Regional Water Quality, Coastal Commission) for project implementation. This task is budgeted as an additional service. Scope and service details will be refined as permit requirements are identified.

Initially, staff considered working through the permitting process internally. However, given the lengthy process and limited staff resources, it has been determined that the best course of action would be to amend BFS's contract to include the permitting process. BFS would work with EMC Planning Group on this project, as EMC was a consultant for BFS for the Vegetation and Trail Maintenance Strategy, and they have a intricate knowledge of the project, and working with these permitting agencies falls in their scope of services.

At the February 12, 2024, Laguna Grande JPA meeting the Board approved and amendment to the contract with BFS to increase the contract by \$89,792.50 to start the process of obtaining the necessary permits required to start the work of the Trail Maintenance Strategy. Over the last year, BFS has been working with EMC Planning group to work with the various jurisdictions to obtain the permits that are required. However, during this time we have been notified by multiple jurisdictions that there was added costs with obtaining the permits. The estimated additional costs is approximately \$18,703.50, In addition, staff would like to included a fifteen percent contingency to cover any additional expenses that may incur. The total cost of the amended contract would be \$21,508.50 Staff recommends dividing this costs between the three member agencies which would be \$7,169.00 per agency.

The additional fees are as follows:

California Department of Fish and Wildlife Permit Fee - \$6,580.50
Regional Water Quality Board - \$1,123.00
Coastal Commission Restoration Plan - \$10,983.75
15% Contingency - \$2,802

Total - \$21,489.00

At the January 13, 2025, Laguna Grande JPA meeting the board approved amending this contract for the additional funds.

FISCAL IMPACT

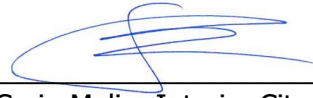
The fiscal impact for this item is \$7,169.00 and will be funded from account 601-2796 (JPA Laguna Grande Agency Contribution)

ATTACHMENTS

1. Resolution
 2. 3rd amendment BFS Agreement
-

3. Exhibit B -Laguna Grande Regional Park Additional Project Cost

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BELLINGER FOSTER STEINMETZ FOR THE TRAIL MAINTENANCE STRATEGY FOR PERMITS AND CONTINGENCY AND AUTHORIZING THE CONTRACT VALUE TO BE INCREASED BY TWENTY ONETHOUSAND FOUR HUNDRED EIGHTY NINE DOLLARS (\$21,489.00) TO BE FUNDED BY THE MONTEREY PENINSULA REGIONAL PARK DISTRICT (\$7,163.00), CITY OF SEASIDE (\$7,163.00), AND THE CITY OF MONTEREY (\$7,163.00)

WHEREAS, the existing Laguna Grande Regional Joint Power Agency desires to continue its work on implementing the trail maintenance strategy for Laguna Grande Park and pursue obtaining the necessary permits; and

WHEREAS, the permits are needed before any work in conjunction with the trail maintenance strategy before commencement of the project; and

WHEREAS, Bellinger Foster Steinmetz already had the permitting included in the original contract as an additional services; and

WHEREAS, Bellinger Foster Steinmetz has worked diligently during the permitting process, and worked with multiple permitting agencies; and

WHEREAS, the project requires additional funding from the JPA members for unforeseen requests from the Coastal Commission, California Department of Fish and Wildlife, and the Regional Water Quality Control Board; and

NOW, THEREFORE, BE IT RESOLVED, that the Laguna Grande Regional Joint Powers Agency:

1. Amends a contract to Bellinger Foster Steinmetz for \$21,489.00 to obtain the necessary permits required to start the work identified in the trail maintenance strategy for Laguna Grande Regional Park funded by the Monterey Peninsula Regional Park District (\$7,163.00), the City of Seaside (\$7,163.00), and the City of Monterey (\$7,163.00)

PASSED AND ADOPTED at a regular meeting of the Laguna Grande Joint Powers Agency duly held on the 16th day of January 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

3RD AMENDMENT TO AGREEMENT FOR LAGUNA GRANDE PARK TRAIL MAINTENANCE STRATEGY

The Agreement for the Laguna Grande Park Trail maintenance strategy ("Agreement") entered into on July 13, 2021, by and between BFS LANDSCAPE ARCHITECTS (hereinafter "Consultant") and the CITY OF MONTEREY is hereby amended as follows:

1. Paragraph 4 of the 2nd amendment to the Agreement dated March 7, 2024 is deleted in its entirety and a new Paragraph 4 is added to read as follows:

4. Compensation. JPA agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, and hourly fee set forth in Consultants Proposal (Exhibit B) in total amount not to exceed twenty one thousand, four hundred eighty nine dollars (\$21,489.00). Compensation under this Agreement shall become due and payable 30 days after JPA's approval of Consultants' submission of a monthly written invoice to Dan Meewis, Recreation Director of the City of Seaside. Written invoices shall clearly show the account numbers for each project and shall include a copy of timesheets or invoices from sub-consultants. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this agreement to the satisfaction of the JPA. If the JPA determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, JPA shall not be responsible for payment until the work has been satisfactorily performed.

2. The City of Seaside on behalf of the JPA will be responsible for administering the Agreement on approval of this Amendment.

This Amendment is entered into on this date: _____ in Seaside, California

CITY OF SEASIDE

BFS LANDSCAPE ARCHITECTS

By:

Craig Malin, Interim City Manager

Authorized Signature

Date

Date

Print Name

Title

January 07, 2025
(831) 899-6821 ph
Dmeewis.ci.seaside.ca.us em



MEMO TO: Dan Meewis – City of Seaside
Karen Larson – City of Monterey
Jake Smith – Monterey Peninsula Regional Park District

FROM: Beth Matz – BFS Landscape Architects

RE: **Laguna Grande Regional Park -Trail and Vegetation Maintenance Plan
Permitting**
Current Additional Cost Breakout

1. Preparation and Submittal of the Restoration Planting Plan by EMC Planning Group
 - At the request of the California Coastal Commission, EMC Planning Group has prepared and submitted a Restoration Planting Plan.
 - The Restoration Planting Plan was not originally included in the scope and fee prepared by BFS and EMC Planning Group.
 - Verbal authorization was provided by JPA staff in October 2024 for EMC to proceed with the preparation of the Restoration Planting Plan. BFS authorized EMC to proceed with the additional work, by amending their subconsultant contract
 - The Restoration Planting Plan was submitted to JPA staff in late November 2024 and submitted with the following applications: California Coastal Commission, Regional Water Quality Control Board, California Department of Fish and Wildlife, U.S. Army Corp of Engineers

Subtotal Cost: \$10,983.75

Status: To Be Invoiced by BFS to JPA Staff

2. Permit Application Fees
 - California Coastal Commission
 - i. Permit Fees: Pending, Unknown at this Time
 - Regional Water Quality Control Board:
 - i. Permit Fees: \$1,123
 1. Status: Paid by City of Seaside, to be reimbursed by JPA
 - ii. Annual Fee (over 5-year period): \$650/year
 1. Status: Not Applicable

- California Department of Fish and Wildlife:
 - i. Permit Fee: \$6,580.50
 - 1. Status: Outstanding, to be Paid by JPA
- U.S. Army Corp of Engineers Permit Fees:
 - i. Permit Fees:\$0.00

Subtotal Cost: \$7,703.50

Status: Pending Payment by JPA Staff

3. Contingency

- 15%
 - i. \$2,802

Total Cost Added to Project Budget: \$21,489.00

–END–



CITY OF SEASIDE STAFF REPORT

Item No.: 9.O.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: January 16, 2025

**SUBJECT: ADOPT A RESOLUTION AWARDED A CONTRACT FOR THE
POLICE DEPARTMENT FLOORING INSTALLATION TO BEREMAN
CARPETS, INC. FOR AN AMOUNT NOT TO EXCEED \$57,000.00**

RECOMMENDATION

Authorize the City Manager to execute a contractor services agreement with Bereman Carpets Inc. to install flooring in the Police Department.

BACKGROUND

Clean-up efforts in response to the December 8th, 2024 flooding of downstairs area of City Hall, the Police Department, continue including clean-up completed by staff, our on-call property clean up services contractor, and a specialized contractor for asbestos abatement in the flooring tiles and sheetrock. With the removal of the floor tiles and sheetrock for water removal and asbestos abatement, a contractor is required for new floor.

In accordance with the City Purchase Ordinance, the City requested three (3) informal quotes from local flooring contractors known to be qualified and responsible to provide flooring installation in the Police Department. The City received quotes from Bereman Carpets, Inc., Grand Avenue Flooring & Interiors, and Morrison's Custom Floors. Bereman Carpet Inc. submitted the lowest quote to install flooring in the amount of \$57,000.00 and the staff has determined that the proposed scope of work and budget are reasonable.

Bereman Carpets, Inc. was selected based on their experience and competitive pricing. Engineering staff negotiated the contract with Bereman Carpets, Inc. for an amount not to exceed \$57,000.00.

Staff recommends the City Council adopt a resolution (Attachment 1) authorizing the City Manager to execute a contractor services agreement (Attachment 2), with Bereman Carpets, Inc. for the amount not to exceed \$57,000.00 to install new flooring in the Police Department.

ENVIRONMENTAL COMPLIANCE

The Project qualifies for a Class 1 Categorical Exemption pursuant to Section 15301 – Existing facilities (operation, repair, maintenance, leasing, etc.) of the California Environmental Quality Act State Guidelines because the scope of work to be conducted is an existing public facility with negligible expansion of the existing uses.

FISCAL IMPACT

There are sufficient funds in the Facilities Repair/Maintenance fund (Account No. 100-8310-8137).

<u>Available Budget Account</u>	<u>Amount</u>
100-8310-8137	\$90,000.00
<u>Estimated Expenditures</u>	<u>Amount</u>
Not to Exceed Contract	\$57,000.00
Contingency (10%)	\$ 5,700.00
Total	\$62,700.00

The Agreement for Contractor Services with Bereman Carpets, Inc. is for an amount not to exceed \$57,000.00. It is appropriate to establish a contingency of approximately 10%, equal to \$5,700.00, for a project of this type. The total required budget for the flooring installation is \$62,700.00.

ATTACHMENTS

1. Resolution
2. Contractor Services Agreement

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING A CONTRACTOR SERVICES WITH BEREMAN CARPETS, INC.
FOR FLOORING INSTALLATION IN THE POLICE DEPARTMENT FOR AN
AMOUNT NOT TO EXCEED \$57,000.00**

WHEREAS, On December 8, 2024, a sewer mainline stoppage caused sewage flooding in the downstairs are of City Hall, affecting the Police Department; and

WHEREAS, Asbestos testing of all flooring tiles and sheetrock was determined to be positive for asbestos; and

WHEREAS, A specialized company for hazardous material removal was contracted for the abatement; and

WHEREAS, new flooring is needed for the Police Department after the asbestos abatement and clean-up is complete; and

WHEREAS, Public Works staff requested quotes from three flooring companies on XXX and received a total of three quotes on XXX; and

WHEREAS, Bereman Carpet Inc. submitted the lowest quote to install flooring in the amount of \$57,000.00; and

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

WHEREAS, an amount of \$5,700.00 contingency, approximately 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, there is sufficient funds in the Facilities Repair/Maintenance fund (Account No. 100-8310-8137); and

WHEREAS, the project is categorically exempt per Section 15301 of CEQA because the project involves the repair and performance of Existing Facilities (operation, repair, maintenance, leasing, etc.) of the California Environmental Quality Act State Guidelines because the scope of work to be conducted is an existing public facility with negligible expansion of the existing uses; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an Agreement for Contractor Services with Bereman Carpet Inc. for an amount not-to-exceed \$57,000.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute up to an additional 10% contingency for written amendments, extensions, and change orders to the Construction Services Agreement such that the full value may not exceed \$62,700.00.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 16th day of January 2025, 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
AGREEMENT FOR CONTRACTOR SERVICES
INSTALLATION OF FLOORING IN THE POLICE STATION**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of **January 16, 2025**, between the City of Seaside, a municipal corporation ("City") and Bereman Carpets, Inc. a Corporation, ("Contractor") whose current and valid Contractor's License #644-235, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **January 16, 2025** and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

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

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

INSTALLATION OF FLOORING IN THE POLICE STATION

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

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

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

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

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

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

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of the contents of the proposal submitted by the Contractor, **Exhibit A** hereto. In the event of conflict, this Agreement shall take precedence over those contained in the Contractor's proposals.

INSTALLATION OF FLOORING IN THE POLICE STATION

6. CITY MANAGEMENT

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

7. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **FIFTY SEVEN THOUSAND DOLLARS (\$57,000.00)** which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

7. INSPECTION

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

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

INSTALLATION OF FLOORING IN THE POLICE STATION

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

10. DEFAULT OF CONTRACTOR

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

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

11. OWNERSHIP OF DOCUMENTS

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

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

INSTALLATION OF FLOORING IN THE POLICE STATION

computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

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

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

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

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

13. WARRANTIES

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

14. INSURANCE

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

15. INDEPENDENT CONTRACTOR

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

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

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

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

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

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

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

18. CONFLICT OF INTEREST

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

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

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property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

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

19. NO WAIVER OF BREACH/TIME

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

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

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

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

21. NOTICES

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

INSTALLATION OF FLOORING IN THE POLICE STATION

To City:

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

To Contractor:

Bereman Carpets, Inc.
1070 Del Monte Avenue
Monterey, CA 93940-2424

22. THIRD PARTY BENEFICIARIES

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

23. ASSIGNMENT

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

24. GOVERNING LAW

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

25. ATTORNEY'S FEES AND COURT VENUE

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

INSTALLATION OF FLOORING IN THE POLICE STATION

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. ENTIRE AGREEMENT

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

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

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

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

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

29. SEVERABILITY

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

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

CITY OF SEASIDE

CONTRACTOR

Signature

Signature

By: _____
Name, Title

By: _____
Name, Title

Date: _____

Date: _____

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

EXHIBIT A
SCOPE OF WORK/CONSULTANT PROPOSAL

EMERGENCY ASBESTOS ABATEMENT OF THE POLICE STATION

Exhibit A

EMAILED

Proposal

Page No.

of

Pages

12-20-2024

BEREMAN CARPETS, INC.

1070 DEL MONTE AVENUE
MONTEREY, CALIFORNIA 93940-2424

(831)-373-7759 Beremancarpets@yahoo.com

6180

PROPOSAL SUBMITTED TO <u>City of Seaside</u>		PHONE <u>264-3535</u>	DATE <u>12-20-2024</u>
STREET <u>Maintenance Division</u>		JOB NAME <u>Seaside Police Dept</u>	
CITY, STATE and ZIP CODE		JOB LOCATION <u>Lower Bldg</u>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Shaw Vinyl Plank In The Grain II Commercial Planking
Color TBD

Install glued down in Chiefs Office, Sr. Admin, DC Support,
PS50, Storage, Hall, Evidence, Cindy, Sgt., Lobby, Common area,
FTO, DC Patrol, Report Writing, Briefing, Mens Locker, Hall,
Supply, Interview 1 and 2, Intox, Records, Hall, and Kitchen.
Use Manufacturer recommended adhesive MS Resilient
Adhesive, Adhesive and Moisture Proof in one.

Provide and install 4" Burke Rubber Base (Black)

* City of Seaside is responsible to prepare existing floors
for installation, Prior to installation of flooring

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ 57,000.00).

Payment to be made as follows:

28,500.00 Deposit when ordering28,500.00 When installation completed

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
SignatureJim JohnsonNote: This proposal may be
withdrawn by us if not accepted within30

days.

Acceptance of Proposal—The above prices, specifications
and conditions are satisfactory and are hereby accepted. You are authorized

Signature

EXHIBIT B

INSURANCE

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

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

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that

will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

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

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

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

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

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as

EMERGENCY ASBESTOS ABATEMENT OF THE POLICE STATION

Exhibit B

their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

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

Other provisions or requirements

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

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

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

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

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

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

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

EMERGENCY ASBESTOS ABATEMENT OF THE POLICE STATION

Exhibit B

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

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

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

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

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

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

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

EMERGENCY ASBESTOS ABATEMENT OF THE POLICE STATION

Exhibit B

CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

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

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

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

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



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: January 16, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING FIRST SUBSTANTIAL
AMENDMENT TO THE FY2024-2025 ANNUAL ACTION PLAN FOR
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM**

RECOMMENDATION

Hold a Public Hearing regarding the First Substantial Amendment to the FY2024-2025 Annual Action Plan and adopt a resolution to:

1. Approve the First Substantial Amendment to the FY 2024-2025 Annual Action Plan;
2. Authorize the City Manager to submit the First Substantial Amendment to the FY2024-2025 Annual Action Plan to U.S. Department of Housing and Urban Development (HUD); and
3. Designate the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances, and sub-agent agreements for the use of funds approved in the First Substantial Amendment to the FY 2024-2025 Annual Action Plan.

BACKGROUND

The City of Seaside (City) is a recipient of federal entitlement grant funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program. As a recipient of these funds, the City must adopt an Annual Action Plan (AAP) outlining the activities that will be undertaken during the program year to meet the goals stated in the City's 5-year Consolidated Plan for the CDBG program.

The Citizen Participation Plan for Seaside's CDBG Program requires the City to hold a 30-day public comment period and a public hearing when any of the following is under

consideration:

- Carrying out an activity not previously described in the AAP;
- Canceling an activity previously described in the AAP;
- Increasing or decreasing the amount to be expended on a particular activity from the amount stated in the AAP by more than 20 percent of the CDBG grant allocation for the program year; or
- Substantially changing the purpose, scope, location, or beneficiaries of an activity.

DISCUSSION:

On June 6, 2024, the City Council approved the Fiscal Year 2024-2025 CDBG Annual Action Plan. As part of this plan, the City Council approved \$340,000 for the San Pablo Bridge demolition and reconstruction project in FY24/25. At the time of the City Council approval of the CDBG funding for this project, the Seaside Public Works department was still identifying other sources of funding to cover the cost of the entire project.

The City's current year allocation is \$327,373. At the start of this year, the City had a balance of approximately \$227,007 in its CDBG account (which includes unexpended program income and CDBG funds from prior program years). The City also anticipates receiving \$105,000 in program income (i.e. land lease rent payment by Embassy Suites) around February 2025. Having received the allocation of funds for the current year plus the anticipated program income, the City's fund balance (equal to the starting balance plus the deposits mentioned above) is estimated to be approximately \$659,000 in March 2025. This presents a problem, as on May 2, 2025, HUD will run a timeliness test on this balance to ensure it does not exceed a balance of greater than 1.5 times the annual allocation. This means that any funds exceeding \$491,059 (1.5 times the City's annual allocation) will be forfeited back to HUD. Further, the failure of the City to expend funds in a timely manner could impact future allocations. It is therefore imperative that at least \$168,000 be spent prior to May 2, 2025.

Recently, the Seaside Public Works department advised the Seaside Community Development department, the City's CDBG program administrator, that other sources of funding for San Pablo Bridge demolition and reconstruction project may not be available until 2026. This prompted City CDBG staff to re-evaluate the San Pablo Bridge project. City CDBG staff learned through research that the San Pablo Bridge demolition and reconstruction project no longer meets the Low- and Moderate-Income (LMI) National Objective requirements based on revised American Community Survey (ACS) LMI data. As a result, the City must reallocate these funds to other eligible public facilities and infrastructure projects.

Staff has prioritized identifying projects which can be executed promptly, qualify for CDBG funding, and would have a positive impact on the community. Public Works staff have identified a significant number of planned improvements to promote accessibility

under the Americans with Disabilities Act (ADA) that would benefit from such funding. More specifically, the proposed substantial amendment to the FY2024-25 AAP includes the following:

- Remove the San Pablo Bridge demolition and reconstruction project (funding amount: \$340,000) from the AAP as it no longer meets the Low- and Moderate-Income (LMI) National Objective requirements based on revised American Community Survey (ACS) LMI data.
- Reallocate the \$340,000 to a new Seaside Public Works curb ramp improvement project. The project will remove non-compliant curb returns and replace them with ADA compliant curb ramps per Caltrans A88A standard at selected intersections throughout the City.

Projects that address ADA needs are eligible regardless of LMI percentage. The Community Development Department concurs that ADA facility improvements are the most feasible projects given that many have already been identified, they can be executed quickly, they qualify for CDBG funding regardless of community income levels, and would benefit the community.

CITIZEN PARTICIPATION AND PUBLIC OUTREACH:

The draft substantial amendment was posted on the CDBG Program webpage on December 20, 2024 for public review. A Public Notice (in English and Spanish) regarding the proposed draft substantial amendment was also circulated in the Monterey County Weekly on December 19, 2024. The City allowed for a 30-day public comment period which began on Friday, December 20, 2024 and will end on Tuesday, January 21, 2025. Any public comments received during the 30-day public review period or at the public hearing will be incorporated into the substantial amendment and submitted to HUD.

ENVIRONMENTAL REVIEW:

For purposes of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), budgeting is not a project. Prior to commitment or release of funds for each of the proposed projects, staff will carry out the required environmental reviews or assessments and certify that the review procedures under HUD, CEQA and NEPA regulations have been satisfied for each project.

FISCAL IMPACT

Approval of this item will have no fiscal impact on the General Fund. Approval of this item will result in the reallocation of \$340,000 (previously approved CDBG funds for the San Pablo pedestrian bridge demolition and reconstruction project) to a new Public Works project which will comprise of ADA curb ramp improvements throughout the City.

ATTACHMENTS

1. Resolution - Substantial Amendment FY2024-25 CDBG AAP
 2. FY24-25 CDBG AAP Proposed Substantial Amendment
 3. Public Notice - FY24-25 AAP Substantial Amendment No-1
 4. Public Works CDBG Application for Cub-Ramp Improvements
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING SUBSTANTIAL AMENDMENT NO. 1 TO 2024-2025
ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) PROGRAM

WHEREAS, the City of Seaside (City) is a recipient of federal entitlement grant funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program; and

WHEREAS, as a recipient of CDBG funds, the City must adopt an Annual Action Plan (AAP) outlining the activities that will be undertaken during the program year to meet the goals stated in the City's 5-year Consolidated Plan for the CDBG program; and

WHEREAS, on June 6, 2024, the City Council approved the Fiscal Year 2024-2025 CDBG Annual Action Plan. As part of this plan, the City Council approved \$340,000 for the San Pablo bridge demolition and reconstruction project in FY24/25; and

WHEREAS, in December 2024, City staff reevaluated eligibility of the San Pablo bridge demolition and reconstruction project and determined that it no longer meets the Low- and Moderate-Income (LMI) National Objective requirements based on revised American Community Survey (ACS) LMI data; and

WHEREAS, CDBG staff, in consultation with Seaside Public Works team, identified the Americans with Disabilities Act (ADA) curb ramp improvement project as most feasible and which can be executed promptly and would have a positive impact on the community; and

WHEREAS, the Citizen Participation Plan for Seaside's CDBG Program requires the City to implement a substantial amendment to the Annual Action Plan and hold a 30-day public comment period and a public hearing when canceling an activity previously described in the AAP and adding a new project; and

WHEREAS, on December 20, 2024, the City posted a draft substantial amendment No. 1 to the FY24/25 CDBG Annual Action Plan; and

WHEREAS, the substantial amendment cancels the San Pablo bridge demolition and reconstruction project and reallocates \$340,000 to a new Seaside Public Works curb ramp improvement project, which will remove

non-compliant curb returns and replace them with ADA compliant curb ramps per Caltrans A88A standard at selected intersections throughout the City; and

WHEREAS, the City allowed for a 30-day public comment period from Friday, December 20, 2024 through Tuesday, January 21, 2025; and

WHEREAS, on January 16, 2025, the City held a public hearing and approved the first Substantial Amendment to the FY24/25 CDBG Annual Action Plan.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that first Substantial Amendment to the FY24/25 CDBG Annual Action Plan, marked "Exhibit A" and made a part hereof, is hereby approved, and that the City Manager is hereby authorized to submit the First Substantial Amendment to the FY2024-2025 Annual Action Plan to U.S. Department of Housing and Urban Development (HUD), and to sign all certifications and assurances, and sub-agent agreements for the use of funds approved in the First Substantial Amendment to the FY 2024-2025 Annual Action Plan.

APPROVED AND ADOPTED by the City Council of the City of Seaside at a regular meeting duly held on the 16th day of January 2025 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 Damon, City Attorney

Attachment:

Exhibit "A" – First Substantial Amendment to the FY24/25 Annual Action Plan



CITY OF SEASIDE

FIRST SUBSTANTIAL AMENDMENT TO THE
2024-2025 ANNUAL ACTION PLAN
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Public Comment Period: December 20, 2024 – January 21, 2025

Document Release Date: December 20, 2024

Prepared by:
Community Development Department
440 Harcourt Ave, Seaside, CA 93955

EXECUTIVE SUMMARY

The City of Seaside (City) is a recipient of federal entitlement grant funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program. As a recipient of these funds, the City must adopt an Annual Action Plan (AAP) outlining the activities that will be undertaken during the program year to meet the goals stated in the City's 5-year Consolidated Plan for the CDBG program.

The Citizen Participation Plan for Seaside's CDBG Program requires the City to hold a 30-day public comment period and a public hearing when any of the following is under consideration:

- Carrying out an activity not previously described in the AAP;
- Canceling an activity previously described in the AAP;
- Increasing or decreasing the amount to be expended on a particular activity from the amount stated in the AAP by more than 20 percent of the CDBG grant allocation for the program year; or
- Substantially changing the purpose, scope, location, or beneficiaries of an activity.

PROPOSED SUBSTANTIAL AMENDMENT TO THE FY2024-2025 ANNUAL ACTION PLAN:

On June 6, 2024, the City Council approved the Fiscal Year 2024-2025 CDBG Annual Action Plan. As part of this plan, the City Council approved \$340,000 for the San Pablo bridge demolition and reconstruction project in FY24/25. At the time of the City Council approval of the CDBG funding for this project, the Seaside Public Works department was still identifying other sources of funding to cover the cost of the entire project.

Recently, the Seaside Public Works department advised the Seaside Community Development department, the City's CDBG program administrator, that other sources of funding for this project may not be available until 2026. This prompted City CDBG staff to re-evaluate the San Pablo bridge project. City CDBG staff learned through research that the San Pablo bridge demolition and reconstruction project no longer meets the Low- and Moderate-Income (LMI) National Objective requirements based on revised American Community Survey

(ACS) LMI data. As a result, the City must reallocate these funds to other eligible public facilities and infrastructure projects.

Staff has prioritized identifying projects which can be executed promptly, qualify for CDBG funding, and would have a positive impact on the community. Public Works staff have identified a significant number of planned improvements to promote accessibility under the Americans with Disabilities Act (ADA) that would benefit from such funding. More specifically, the proposed substantial amendment to the FY2024-25 AAP includes the following:

- Cancel the San Pablo bridge demolition and reconstruction project (funding amount: \$340,000) as it no longer meets the Low- and Moderate-Income (LMI) National Objective requirements based on revised American Community Survey (ACS) LMI data.
- Reallocate \$340,000 to a new Seaside Public Works curb ramp improvement project. The project will remove non-compliant curb returns and replace them with ADA compliant curb ramps per Caltrans A88A standard at selected intersections throughout the City.

Projects that address ADA needs are eligible regardless of LMI percentage. The Community Development Department concurs that ADA facility improvements are the most feasible projects given that many have already been identified, they can be executed quickly, they qualify for CDBG funding regardless of community income levels, and would benefit the community.

CITIZEN PARTICIPATION

The Seaside City Council will hold a public hearing on the draft substantial amendment at the Seaside City Council Chamber on Thursday, January 16, 2025, at 5:00 p.m. The City Council meeting can also be watched online via the City's YouTube channel at <https://youtube.com/@CityofSeasideCalifornia> or by joining the Zoom webinar. The Zoom webinar details will be included in the City Council meeting agenda which can be accessed at <https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>.

A copy of the draft substantial amendment will be available for public review and comment from December 20, 2024 to January 21, 2025 at the Seaside City Hall, Seaside Public Library, Seaside Fire Station and the Oldemeyer Community Center or downloaded online at www.ci.seaside.ca.us/CDBG.

PUBLIC COMMENTS

Citizens and interested parties are invited to review the draft substantial amendment and submit comments by no later than 5pm on Tuesday, January 21, 2025. Comments may be provided by phone, regular mail, or email via the contact information listed below. The City also encourages the public to attend the City Council public hearing at 5:00 p.m. on Thursday, January 16, 2025.

Haroon Noori, Administrative Analyst II

City of Seaside

440 Harcourt Avenue

Seaside, CA 93955

Phone: 831-899-6726

Fax: 831-899-6211

Email: hnoori@ci.seaside.ca.us



**CITY OF SEASIDE
NOTICE OF 30-DAY PUBLIC REVIEW AND PUBLIC HEARING
Substantial Amendment to the City of Seaside's
2024-2025 Annual Action Plan
for the Community Development Block Grant (CDBG)**

In accordance with the City of Seaside's Citizen Participation Plan for the Community Development Block Grant (CDBG), the City of Seaside wishes to inform residents and all interested parties of the proposed amendment to the 2024-2025 Annual Action Plan. The City's Citizen Participation Plan requires that whenever the City increases or decreases funding from one activity to another during a fiscal year, to an activity previously not listed in an annual action plan and/or an existing approved activity is cancelled, or changes to the adopted Consolidated Plan are made, a public comment period and public hearing must be held. A public hearing and 30-day comment period will be held to provide the public with an opportunity to review and comment on the proposed substantial amendment to the 2024-2025 Annual Action Plan as indicated below.

- Cancel the San Pablo bridge demolition and reconstruction project (funding amount: \$340,000) as it no longer meets the Low- and Moderate-Income (LMI) National Objective requirements based on revised American Community Survey (ACS) LMI data.
- Reallocate \$340,000 to a new Seaside Public Works curb ramp improvement project. The project will remove non-compliant curb returns and replace them with ADA compliant curb ramps per Caltrans A88A standard at selected intersections throughout the City.

NOTICE IS HEREBY GIVEN that a copy of the draft substantial amendment will be available for public review and comment from December 20, 2024 to January 21, 2025 at the Seaside City Hall, Seaside Public Library, Seaside Fire Station and the Oldemeyer Community Center or downloaded online at www.ci.seaside.ca.us/CDBG.

FURTHER NOTICE IS HEREBY GIVEN that the Seaside City Council will hold a public hearing on the draft substantial amendment at the Seaside City Council Chamber on Thursday, January 16, 2025, at 5:00 p.m. The City Council meeting can also be watched online via the City's YouTube channel at <https://youtube.com/@CityofSeasideCalifornia> or by joining the Zoom webinar. The Zoom webinar details will be included in the City Council meeting agenda which can be accessed at <https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>.

PUBLIC COMMENT

Citizens and interested parties are invited to review the draft substantial amendment and submit comments by no later than 5pm on Tuesday, January 21, 2025. Comments may be provided by phone, regular mail, or email via the contact information listed below. The City also encourages the public to attend the City Council public hearing at 5:00 p.m. on Thursday, January 16, 2025.

Haroon Noori, Administrative Analyst II
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Phone: 831-899-6726
Fax: 831-899-6211
Email: hnoori@ci.seaside.ca.us

CIUDAD DE SEASIDE
AVISO DE REVISIÓN PÚBLICA DE 30 DÍAS Y AUDIENCIA PÚBLICA
Enmienda Sustancial al Plan de Acción Anual 2024-2025 de la Ciudad de Seaside para la
Subvención en Bloque para el Desarrollo Comunitario (CDBG)

De acuerdo con el Plan de Participación Ciudadana de la Subvención en Bloque para el Desarrollo Comunitario (CDBG) de la Ciudad de Seaside y las regulaciones de CDBG, la Ciudad de Seaside desea informar a los residentes y a todas las partes interesadas sobre la enmienda propuesta al Plan de Acción Anual 2024-2025. El Plan de Participación Ciudadana de la Ciudad requiere que cada vez que la Ciudad aumente o disminuya el financiamiento de una actividad a otra durante un año fiscal, a una actividad que anteriormente no figuraba en un plan de acción anual y/o que una actividad aprobada existente sea cancelada o se hagan cambios al Plan Consolidado adoptado, se deberá realizar una audiencia pública y periodo de comentarios. Una audiencia pública y un período de comentarios de 30 días para brindar al público la oportunidad de examinar y comentar sobre la enmienda sustancial propuesta al Plan de Acción Anual 2024-2025 se llevará a cabo como se indica a continuación.

- Cancelar el proyecto de demolición y reconstrucción del puente de San Pablo (monto de financiación: \$340,000) ya que ya no cumple con los requisitos del Objetivo Nacional para Personas de Ingresos Bajos y Moderados (LMI, por sus siglas en inglés) según los datos revisados de LMI de la Encuesta sobre la Comunidad Estadounidense (ACS, por sus siglas en inglés).
- Reasignar \$340,000 a un nuevo proyecto de mejora de rampas de aceras de Seaside Public Works. El proyecto eliminará las rampas de aceras que no cumplan con las normas y las reemplazará con rampas de aceras que cumplan con la ADA según la norma A88A de Caltrans en intersecciones seleccionadas en toda la ciudad.

POR EL PRESENTE SE NOTIFICA que una copia del borrador de la enmienda sustancial estará disponible para revisión y comentarios públicos desde el 20 de diciembre de 2024 hasta el 21 de enero de 2025 en el Ayuntamiento de Seaside, la Biblioteca Pública de Seaside, la Estación de Bomberos de Seaside y el Centro Comunitario Oldemeyer o se podrá descargar en línea en www.ci.seaside.ca.us/CDBG.

POR LA PRESENTE SE DA UN AVISO ADICIONAL de que el Ayuntamiento de Seaside llevará a cabo una audiencia pública sobre el proyecto de enmienda sustancial en la Sala del Ayuntamiento de Seaside el jueves 16 de enero de 2025 a las 5:00 p. m. La reunión del Ayuntamiento también se puede ver en línea a través del canal de YouTube de la ciudad en <https://youtube.com/@CityofSeasideCalifornia> o uniéndose al seminario web de Zoom. Los detalles del seminario web de Zoom se incluirán en la agenda de la reunión del Ayuntamiento a la que se puede acceder en <https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>.

COMENTARIO PÚBLICO

Se invita a los ciudadanos y a las partes interesadas a revisar el borrador de la enmienda sustancial y a enviar comentarios a más tardar a las 5:00 p. m. del martes 21 de enero de 2025. Los comentarios se pueden enviar por teléfono, correo postal o correo electrónico a través de la información de contacto que se indica a continuación. La Ciudad también alienta al público a asistir a la audiencia pública del Ayuntamiento a las 5:00 p. m. del jueves 16 de enero de 2025.

Haroon Noori, Analista Administrativo II
Ciudad de Seaside
440 Harcourt Avenue
Seaside, CA 93955
Teléfono: 831-899-6726
Fax: 831-899-6211
Correo electrónico: hnoori@ci.seaside.ca.us

City of Seaside Application for Program Year 2024-2025

Part 1 - General Information

Legal Name of Organization	City Seaside Engineering		
Submitting Proposal:			
Program/Project Name:	ADA Curb Ramp Project		
Person Completing Application:	Kirstin van Gend	Title:	Administrative Analyst II
Direct Telephone:	831-899-6838		
Email Address:	kvangend@ci.seaside.ca.us		
Authorized Official: (e.g. Exec. Dir.):	Thomas Korman	Title:	Public Works Director/City Engineer
Direct Telephone:	831-899-6884		
Email Address:	tkorman@ci.seaside.ca.us		
Program/Project Contact:	Leslie Llantero	Title:	Assistant Engineer
Direct Telephone:	831-899-6832		
Email Address:	lllantero@ci.seaside.ca.us		
Authorized Contact:	Thomas Korman	Title:	Public Works Director/City Engineer
Direct Telephone:	831-899-6884		
Email Address:	tkorman@ci.seaside.ca.us		
Finance Contact:	Jessica Riley	Title:	Finance Director
Direct Telephone:	831-899-6716		
Email Address:	jriley@ci.seaside.ca.us		
Organization Mailing Address:	440 Harcourt Ave	City:	Seaside Zip: 93955
Organization's Website Address:	www.ci.seaside.ca.us		
Organization Telephone:	831-899-6700		
Organization Fax:	831-899-178-8594		
Tax ID Number:	94-6022439 9 digits, format xx-xxxxxxx		
Organization DUNS Number:	09-261-8891 9 digits, format xx-xxx-xxxx		
Seaside Customer/Vender Number:			
Type of Organization (check all that apply):	☒ Public Agency ☐ CHDO ☐ CBDO ☐ Faith-Based		
What is your agency's fiscal year?	July 1st- June 30th		
Date of your organization's most recently completed audit. (Month/Year)	March 2023		
Was this audit conducted in compliance with the Single Audit Act?	Yes		
Are there any outstanding audit findings which remain unresolved?	No		
Are you a Legal Services provider?	No		

Select type of Funding Requested and Type of Activity, then click to Update Application

We are applying for funding from: ☒ City of Seaside	
Type of Funding Requested: CDBG	
Type of Activity:	☐ Public Service ☐ Other
Type of Program:	
Our proposal is for a City of Seaside project.	
Amount Requested	
City of Seaside CDBG	\$340,000
Is your organization submitting an application for multiple projects?	

PART 2 - PROJECT ELIGIBILITY

1. Our proposal is for a [City of Seaside](#) project.

2. Select the type of assistance you provide. [03L - Sidewalks](#)

3. Mark the box below that indicates the national objective met:
[Activities Benefiting Low and Moderate-Income Persons. 570.208\(a\)](#)
[LMC-Limited Clientele. 570.208\(a\)\(2\)](#)
[Removal of Architectural Barriers](#)

4. Describe the population/target group your project will serve and how low and moderate-income persons will benefit.
[The ADA Curb Ramp project serves many of the vulnerable populations in Seaside including persons with disabilities and the elderly by constructing accessible and safe pedestrian paths between sidewalks and streets.](#)

5. How will people or conditions in the community change as a result of what you do?
[Constructing ADA Curb Ramps that are compliant with Caltrans ADA standards creates a safer pedestrian path for all in our community but it especially positively impacts those in our community with disabilities and the elderly by creating an accessible pathway between sidewalks allowing them to safely navigate their neighborhood and the larger community. Creating accessible pedestrian pathways promotes the enjoyment of the outdoors and outdoor activities, and in turn, increases participation in larger community gatherings.](#)

Check if the proposed activity will:
☐ Help prevent homelessness?

- ☐ Help those with HIV or AIDS?
- ☐ Help the homeless?
- ☒ Help the disabled?

6. Outcome Performance Measurement

1. Please choose the most appropriate performance measurement objective

[Create Suitable Living Environments](#)

2. Please choose the most appropriate performance measurement outcome.

[Availability/Accessibility](#)

PART 3 - SCOPE OF WORK

1. Short description of proposed project for which funding is requested.

[A citywide ADA Curb Ramp replacement project to remove approximately 65 noncompliant curb returns and replace with them with ADA compliant curb ramps per Caltrans A88A standards.](#)

2. For each type of activity you provide, show the number served and the type of activity.

Number Served	Type of Activity
3671	Demo
3671	Construction

3. Please list proposed activities for funding in one sentence for each activity.

	Description of Activity
Activity #1	Demolition of current noncompliant curb returns
Activity #2	Construction of compliant curb ramps

4. Provide any additional relevant description of proposed activity or project.

5. Provide a timetable for accomplishing objectives. Upload Project Timetable or complete the table below.

Description of Activity/Milestone	Est. Completion Date
Bid Period	February 2025
Construction Work	June 2025

6. If this is a new project, describe how you will reach out to the proposed beneficiaries? Upload your outreach plan. If not available at time of application, the plan will be required to be submitted if your project is funded prior to disbursement of HUD funds.

[Outreach for this project will be construction notification for the effected residents around construction sites. Mailers are sent by the City at least two weeks prior to the start of construction to residents within 300 feet of the construction work. The City posts construction notices on the City Website, Social Media pages, and includes announcements during Council Meetings. Additionally, the contractors are required to notice effected residents prior to construction work via door hangers.](#)

7. How will you measure the effectiveness or impact of your project in meeting the needs of the persons assisted with these HUD funds?

[This project will increase the number of curb returns in the City that meet Caltrans standards.](#)

8. How will the proposed activity or project directly respond to the Corona Virus Pandemic?

- For example, Agency C may have provided emergency food assistance for x-persons in calendar 2022. Because of economic dislocation in 2023, demand for emergency food assistance increased to y-persons, a z-% change, in 2023.

[N/A](#)

9. Explain how the proposed activity or project will meet the corona virus objectives of: prevention, preparation for, and/or response.

- For example, Agency B expanded their Senior food delivery program to deliver meals to seniors sheltering in place as a proactive measure to prevent exposure to the Coronavirus.

[N/A](#)

10. Eligible services are those that are new or a quantifiable increase in the level of service precipitated by COVID-19. If the proposed activity or project relates to an existing program or activity prior to the Corona Virus Pandemic, explain the increase in the level of service or the new activities that meet coronavirus objectives.

[N/A](#)

11. Explain how your organization will avoid duplication of benefits?

[No duplication of benefits. The project replaces curb returns that are noncompliant with curb ramps that are ADA compliant as required by Caltrans A88A standards.](#)

PART 4 FUNDING AVAILABILITY

The right to fund the proposed project is at the funders' discretion. Be advised that your project may be based on funding availability and be partially funded. Please explain how your organization would be able to adapt the proposed activity should your organization receive less than requested funding. Please also explain how the provision of CDBG funds will serve to increase the level of service above and beyond what would be possible without the use of CDBG funds.

[The total number of curb returns that are replaced will be adjusted based on the funding available additional funding from the Sidewalk Improvement project may be used to supplement as needed.](#)

PART 5 CONFORMANCE WITH CONSOLIDATED PLAN

1. Describe how the need for the activity or project was determined? Attach a needs assessment, market study, or other documentation demonstrating project need.

Staff assessed high pedestrian traffic areas in the city and selected curb returns that were completely missing ADA ramps or had disconnected ADA ramps. Prioritized were areas that are part of safe routes to school. Disability Access Consultants (DAC) provided the City with an updated ADA Transition Plan in 2016 which identified curb returns that needed to be updated to be ADA compliant.

2. Identify which of the following City of Seaside Consolidated Plan Priority Needs will be met. (Please refer to page 83 of the [Consolidated Plan](#).)

- ☐ Access to community services (youth and senior services are priority services)
- ☐ Provide quality infrastructure (includes construct/upgrade public facilities)
- ☒ Improve accessibility for persons with disabilities
- ☐ Promote beautification (CDAC preferred not to use the term "blight")
- ☐ Assist microbusinesses

3. Describe how you will meet the need identified above.

Replacing the noncompliant curb returns will create ADA-accessible routes for the community within their neighborhoods including to local parks and community organizations. Specifically, this project gives access to persons with disabilities and the elderly to accessible and safe pedestrian paths that are currently not accessible.

4. Which one of the following City of Seaside Consolidated Plan Goals will you meet?

Improve accessibility for persons with disabilities

5. Describe how you will meet the goal identified above.

Replacing the noncompliant curb returns will create ADA-accessible routes for the community within their neighborhoods including to local parks and community organizations. Specifically, this project gives access to persons with disabilities and the elderly to accessible and safe pedestrian paths that are currently not accessible.

PART 6 RELATIONSHIP TO EXISTING PROGRAMS

1. **Leveraging:** Complete the table below, using one line for each funding source used in the program/project that you are applying for.

- Indicate the source of the funds.
- Indicate if the funds are restricted or may be used for any type of program/project cost.
- In column (A), enter the amount (all or part) that is on-hand at the time of application.
- In column (B), enter the amount (all or part) that has been committed (in writing) but not yet on-hand.
- In column (C), enter the amount (all or part) that has been pledged or awarded, but not yet formally awarded.
- Column (C) may also include planned amounts to be contributed from your agency's annual operating budget including fund-raising revenue.
- Your requested CDBG funds is copied from your entry in Part 1
- You must provide supporting documentation in the attachments section for all on-hand and committed funding.

Source	Restricted Use?	Total	Amount On-Hand (A)	Amount Committed (B)	Amount Pledged (C)	On-Hand Plus Committed	% On-Hand Plus Committed
TOTAL		\$340,000	\$0	\$0	\$340,000	\$0	0%

Leveraging Ratio

100%

2. Describe how you will leverage the funds you are requesting. Specifically describe other funding sources, collaboration with other service providers, and in-kind services. Please note any restrictions on the use of other funds.

This project would be fully funded by CDBG and the number of curb returns replaced will depend on the amount of CDBG funding awarded. The City has a limited amount of funding for sidewalk improvements that may be used if needed.

3. Describe your existing or proposed collaborative efforts for addressing Program/Project need. Please include names of all partnerships and define the roles and responsibilities of these partners. If you have no collaborative partners, explain how you propose to coordinate your services with other community agencies in order to leverage resources.

City staff will collaborate with MST on the work being done around existing bus stop and with Monterey Peninsula Unified School District for work being done around the schools which will improve safe routes to schools. Additional, staff will find ways to collaborate with community agencies supporting senior adults and persons with disabilities.

PART 7 ORGANIZATIONAL CAPACITY AND EXPERIENCE

1. Please outline your organization's purpose. Include how long the organization has been in operation, mission statement and current business plan, if applicable.

The City of Seaside was founded in 1887 and incorporated in 1954. The vision statement in 'Seaside is a vibrant, proudly diverse, energetic and safe community, with extraordinary natural beauty, quality of life and economic opportunities.'

2. List the locations of all facilities, and days and hours of operation.

City Hall, 440 Harcourt Ave. Seaside, CA 93955. Various other locations such as parks, corporation yard, recreation centers, various lands and properties, and utility and service facilities all dispersed throughout the City. Facility hours vary based on the services provided to the public. Park facilities hours are dawn until dusk. Lighted sports field hours vary by permitted use.

3. Describe internal administrative controls to be used, including financial record-keeping procedures and

management controls. Upload copy of financial policies.

NA

4. Describe how your agency will adhere to the procurement provisions under 24 CFR Part 85 or 84. Upload copy of your procurement policies. See http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantee for more information.

The City has procurement policies in place and has resources to ensure it remains in compliance with 24 CFR Pat 84 or 85, as applicable.

5. Describe the record-keeping system to be used to maintain program data.

The City utilizes City data services and will be using consulting services for construction management and inspection services and labor compliance for the project.

6. Describe your agency's process for verifying beneficiary eligibility and attach copy of all intake forms.

NA

7. Describe the mechanisms to be used to fulfill responsibilities regarding federal cross-cutting regulations that may apply (e.g. non-discrimination, equal employment opportunities, and other local, state and other federal requirements). If applicable, provide copy of existing administrative and/or program policies.

The contract documents will have the requisite requirements provided in the contract specifications.

8. Describe how your agency evaluates the effectiveness of the activity to be funded. Please include a copy of any recent evaluations, internal or external, of the agency's programs. Attach copies of all intake forms and data collection tools that will be used to verify achievement of program goals and objectives. Specify the staff person (name/title) who will be responsible for monitoring progress.

The City will inspect the progress of the construction and will have an inspector onsite during the construction. The inspector will be on hand to perform all inspections and to ensure accessible features are construction and installed properly. Thomas Korman, Public Works Director/City Engineer, and Leslie Llantero, Assistant Engineer, are the staff members responsible for monitoring progress.

9. Describe the capacity of your organization to carry out the proposed activity, including the ability to quantify and measure results. You should include previous federal grants management, fiscal staff resources, skills and experience.

The City of Seaside's Engineering Division is the primary department for this application and will preform the ADA Curb Ramp Project project administration activities. City staff has the resources and support to ensure the project is completed efficiently. City staff has experience with grant-funded projects, including federal, state, and local grants, and has experience in executing a project of this type and size. The City will also contract with consultants with the required expertise as needed.

10. Please complete the table below, which should encompass your full projected Agency FY24-25 budget.

Program	Staff (Personnel)	Supplies	Equipment	Overhead	Capital Improvements	Total
City of Seaside Application					\$340,000	\$340,000
TOTAL	\$0	\$0	\$0	\$0	\$340,000	\$340,000

Total Budget less capital improvements
Application program percent

11. Please list previous grants/awards received from City of Seaside

Program Year	Project	Amount Funded City of Seaside
FY 2022-2023	Cutino Park Improvement Project, Part 2, Phase 2	\$250,000
FY 2021-2022	Cutino Park Improvement Project, Part 2, Phase 2	\$250,000
FY 2020-2021	Ellis Park Improvements Project	\$112,487
FY 2019-2020	FY 21/22 Ellis Park	\$266,045
FY 2018-2019	Wanda Ave. Sidewalk Improvement/Cutino Park Bleacher & Drinking Fountain	\$125,000

12. Describe your past experience with grants from the City of Seaside. If there were performance issues, please describe the steps you have taken to correct them

The most recent experience is for the Cutino Park Improvement Project, Part 2, Phase 2, funded partially by CDBG funds. The experience has gone well as the staff planned accordingly to hire consultants to assist with the HUD requirements. The project is scheduled to be complete in January 2024 and includes the addition of picnic benches thanks to additional funding from the Seaside Neighborhood Improvement Commission in November 2023.

Part 8 - For CDBG Funds

12. Our proposal is for a City of Seaside project.

1A. Please identify the types of facilities:

Streets and Sidewalks

If you selected Infrastructure or Other, please explain:

1B. Please identify the types of Improvements

ADA Improvements

If you selected Other, please explain:

2. Complete applicable items for all public facility and infrastructure projects (including acquisition, rehabilitation and demolition).

a. Who is the legal owner of the property?

Owner Name:	City of Seaside
Owner Address:	440 Harcourt Avenue
Phone Number:	831-899-6700
Email Address, if applicable:	

b. If your organization is pursuing site control, please upload a Timeline that demonstrates when firm site control will be obtained and include all documents issued by your organization pursuing site control.

Indicate the final owner of the property.

Owner Name:	City of Seaside
Owner Address:	440 Harcourt Avenue
Phone Number:	831-899-6700
Email Address, if applicable:	

c. Indicate if there are structures on the property	No
If Yes, will the structures be demolished?	
If Yes, are the structures currently occupied?	
d. If there are occupied structures on the property and the proposed project involves temporary or permanent relocation of residents or businesses a Relocation Plan is required. Has a Relocation Plan been prepared?	No

Comments or Explanations

There are no structures in this project.

e. Square footage of existing building, proposed building or building addition?

NA

f. Square footage of construction site parcel?

NA

g. Service capacity of the existing facility?

NA

h. Improved capacity of the existing facility after completion of proposed improvements?

NA

i. Has a Capital Needs Assessment been prepared? Yes

j. If a Capital Needs Assessment has not been prepared, please explain why:

j. Age of Structure? (Please cite data source used to determine age of structure.) NA

k. Historic Status of Structure?

☐ Listed in the National Register of Historic Places

If this box was selected, please provide accurate title of listed structure:

☐ Listed as a California Historic Landmark

If this box was selected, please provide accurate title of listed structure: 0

☐ Listed as a local Historic and Architectural Resource

If this box was selected, please provide accurate title of listed structure:

☐ Other, please explain:

☒ None of the above

3. Cost-per-Beneficiary for this project(CDBG Request/CDBG Beneficiaries)=\$

CDBG Request	CDBG Beneficiaries	Total Cost-per-Beneficiary
\$340,000	3,671	\$92.62

4. If proposed project involves construction work over \$2,000 or rehabilitation of 8+ units (applies to rehab. of residential property if such property is designed for residential use for 8 or more families), explain how your organization will meet the Davis-Bacon Labor Standards in the space below. Provide names of prior developments subject to Davis-Bacon and upload supporting documents demonstrating how compliance will be achieved(e.g., construction contracts, existing agency administrative policies).

The City of Seaside regularly performs projects with prevailing wage rates, and has experience with federally funded projects subject to Davis-Bacon rates. A consultant will be performing labor compliance during the construction of this project.

a. List name of person who will administer your Davis-Bacon compliance:

Name/Title:	City Engineer
Phone Number:	831-899-6835
Email Address:	pwinfo@ci.seaside.ca.us
Previous Experience with Davis-Bacon:	yes

b. Provide prior related experience (e.g., list other developments, projects, trainings)

City staff has attended Davis-Bacon Labor Standards webinars and training conducted by HUD. City of Seaside with the assistance of a consultant will be monitoring labor compliance for this project.

5. Has proposed project undergone any form of environmental review process? Please review HUD's Environmental Review information and the California Office of Historic Preservation website.

No

All HUD funded activities/projects will require an environmental review record.

6. Lead-Based Paint Compliance. Describe how your organization will address hazards that may be associated with the proposed project.

NA

7. Have preliminary design sketches been completed for the proposed project? If yes, please attach copies (must be to scale, preferably copied on 8 ½ x 11 sheet) in the attachments section.

Yes

8. As required by the Federal Office of Management and Budget (OMB) and HUD, describe how the overall project budget is cost effective and reasonable for the anticipated result.

As stewards of public funds, staff will work closely with design consultants to ensure that the needs of the community are met in the most cost-effective way possible. The City plans to use specific construction phasing to reduce the overall costs of the project.

For Housing and Facilities programs, enter below your requested Project funding below for the 2 year period including FY 2024 & FY 2025. Include in the Timeline and Milestones section of this application the time frame when you will be spending the requested funds. Projects should be "Shovel-Ready", and amounts funded **must** be used before the end of the period applied for.

Please complete the Development Budget, or an excel spreadsheet can be uploaded in lieu of completing Worksheet No. 3. Use one of the "Other" boxes in the Attachment section to upload this worksheet.

NOTE: If you upload a spreadsheet, you must ALSO enter HUD Funds Requested in this table.

Worksheet # - Development Budget (This worksheet should reflect HUD funds requested)					
	HUD Funds Requested	Federal	State	Other	Private
General Development Costs					
Construction Loan Interest					
Real Estate Taxes During Construction					
Builders Insurance Liability					
Financing Fees					
Legal Fees					
Title & Recording Expenses					
Organizationl Expenses					
Rent-up & Marketing					
Other - # of lines needed:					
Total General Development Costs	\$0	\$0	\$0	\$0	\$0
Construction Costs					
Structure					
Project Amenities					
Site Preparation					
Off-Site Improvements					
Other - # of lines needed: 2					
Construction Management and Inspection	\$24,000				
Construction Contractor	\$316,000				
Total Construction Costs	\$340,000	\$0	\$0	\$0	\$0
Construction Fees					
Impact Fees, Permits, School Fees (attach schedule identifying costs by type & amount)					
Bond Premium					
Architectural/Engineering					
Developer Fees					
Other - # of lines needed:					
Total Construction Fees	\$0	\$0	\$0	\$0	\$0
Equity / Financing					
Up Front Land Payment					
Total General Development Costs	\$0	\$0	\$0	\$0	\$0
Total Construction Costs	\$340,000	\$0	\$0	\$0	\$0
Total Construction Fees	\$0	\$0	\$0	\$0	\$0
Developer Equity/Fee					
Total To Be Financed					
First Mortgage Amount					
Total Equity/Financing Fees					
TOTAL DEVELOPMENT COST	\$340,000	\$0	\$0	\$0	\$0
Total Project Financing	\$340,000				

Attachment	Link or Explanation for Missing Attachments
1 ☒ HUD Agency Certification - Download this document , complete it, and upload to this item.	Attach_1_-_Agency_Cert.pdf
2 ☒ Federal and State Tax Exemption Determination Letters/Non-Profit Certification (e.g., IRS 501C (3) Letter)	City of Seaside Project
3 ☐ Articles of Incorporation/Bylaws	https://www.codepublishing.com/CA/Seaside
4 ☒ Certificate of Good Standing with the State (http://kepler.sos.ca.gov/)	City of Seaside Project
5 ☐ Organizational Chart	https://www.ci.seaside.ca.us/DocumentCenter/View/14091/Adopted-Budget-FY-2023-24
6 ☐ List of Current Board Members [with titles, contact data (i.e., telephone, email, address) and current terms]	https://www.ci.seaside.ca.us/149/Mayor-City-Council
7 ☒ Resumes of Program Administrator and Fiscal Officer	City of Seaside Project

8 ☒ Evidence of Insurance/Fidelity Bonding/Worker's Compensation	City of Seaside Project
9 ☐ Audited Annual Financial Statements covering 2 Years	https://www.ci.seaside.ca.us/190/Financial-Statements
10 ☒ Signed Authorization to Request Funds (usually Executive Director or Board of Directors)	City of Seaside Project
11 ☒ Designation of Authorized Officials (usually Executive Director or Board of Directors)	City of Seaside Project
12 ☒ Conflict of Interest Policy	City of Seaside Project
13 ☒ Project Team Experience and Qualifications	City of Seaside Project
14 ☐ Project/Activity Timeline	Timeline outlined in Section 2, item #5
15 ☒ Financial Policies	City of Seaside Project
16 ☐ Procurement Policies	https://www.codepublishing.com/CA/Seaside/#!/Seaside03/Seaside0304.html
17 ☒ Eligibility Intake Forms or Data Collection Tools (which should include Race and Ethnicity data fields as required by The Federal Office of Management and Budget (OMB))	City of Seaside Project
18 ☐ Project/Activity Support Letters	None
19 ☐ Program Evaluations	None
20 ☒ Outreach Materials	Unable to attach, will email
21 ☐ Evidence of Project Support/Community Outreach (written endorsements, when available)	None
22 ☒ Limited English Proficiency (LEP) plan and/or equal access (Section 504) plan. See HUD FAQs on LEP and HUD information on Section 504 for sub-grantees	City of Seaside Project
23 ☒ Employee Handbook	City of Seaside Project
24 ☒ Record Retention Policies	Unable to attach, will email
25 ☒ Federal Tax Form 990	City of Seaside Project
26 ☒ State Tax Form 199	City of Seaside Project
27 ☐ Rental/Lease Agreement (if applicable)	Not applicable
28 ☒ Cost Allocation Plan	Unable to attach, will email
29 ☐ Other	
30 ☐ Other	
31 ☐ Other xyz	

Program Manager Signature
Date Signed

Kirstin van Gend
12/19/2024

Approved By:
Date Signed

Haroon Noori
01/08/2025

Initially submitted: Dec 19, 2024 - 10:55:37



CITY OF SEASIDE STAFF REPORT

Item No.: 11.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Melissa Failauga, Human Resources Specialist

DATE: January 16, 2025

SUBJECT: ADOPT A RESOLUTION AUTHORIZING PAYMENT TO MCSIG (MUNICIPALITIES COLLEGES SCHOOLS INSURANCE GROUP) FOR THE AMOUNT OF \$307,312.10 AND AUTHORIZE THE FINANCE DIRECTOR TO APPROPRIATE FUNDS WITHIN THE 24-25 ANNUAL BUDGET

RECOMMENDATION

Adopt a resolution authorizing a payment of \$307,312.10 to MCSIG and make the necessary adjustments to the 24-25 Adopted Budget.

BACKGROUND

The City of Seaside has been a member of the joint powers agreement (JPA) with the *Municipalities Colleges Schools Insurance Group*, formerly referred to as the *Monterey County Schools Insurance Group*, since 2015, and utilizes the insurance group for self-insured medical insurance provisions for all qualifying employees, including retired employees. The City is currently one of twenty-eight (28) Member Agencies compiled of local municipalities, school districts, charter schools and colleges. Each Member Agency is an active participant in the JPA and subject to its terms, agreements and bylaws.

On December 11, 2024, the *Municipalities Colleges Schools Insurance Group* (MCSIG) called for a Special Full Board meeting, to notify its members of a monumental deficit totaling around \$11.6M that occurred due to a combination of unprecedented October claims. In order to remediate its deficit and bring in immediate funds, each Member Agency will to contribute in a pro-rata assessment payment.

As a MCSIG Member Agency, the City has been assessed to pay a one-time pro-rata share of \$307,312.10. In accordance with the JPA bylaws, all participating Member

Agencies are required to comply with the payment demand and are responsible for submitting their payment postmarked or via ACH, by January 17, 2025.

FISCAL IMPACT

\$307,312.10 to be paid from account 502-5120-0096.

ATTACHMENTS

1. Resolution
 2. MCISG Member Assessment Invoice
 3. MCSIG Pro-Rata Share Assessment by Member Agency
 4. MCSIG Member Agency Assessment Q&A
 5. City of Seaside MCSIG JPA Agreement
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPTING A RESOLUTION AUTHORIZING PAYMENT TO MCSIG
(MUNICIPALITIES COLLEGES SCHOOLS INSURANCE GROUP) FOR THE
AMOUNT OF \$307,312.10 AND AUTHORIZE THE FINANCE DIRECTOR TO
APPROPRIATE FUNDS WITHIN THE 24-25 ANNUAL BUDGET.**

WHEREAS, the City of Seaside is a member of the joint powers agreement with the Municipalities Colleges Schools Insurance Group (MCSIG) and is subject to its terms, agreements and bylaws; and

WHEREAS, on December 11, 2024, the City along with all other JPA Member Agencies were notified by MCSIG of an unprecedented and unforeseen fund deficit totaling over \$12M due to remarkably high claims and medical services provided; and

WHEREAS, the MCSIG Board of Directors conducted a pro-rata share assessment among all twenty-eight participating Member Agencies as their best solution to immediately correct this deficit and bring funds back to their pool; and

WHEREAS, the City has been provided with the results of the Member Agency Assessment which requires the City to contribute a one-time payment \$307,312.10; and

WHEREAS, in accordance with the JPA bylaws, the City is required to comply with the payment demand and is responsible for submitting the pro-rata payment by January 17, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the mandatory one-time payment of \$307,312.10 to MCSIG as specified in the Member Agency Pro-Rata Share Assessment from account 502-5120-0096.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 16th day of January, 2025, by the following vote:

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

APPROVED:

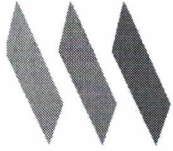
Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



MCSIG
municipalities • colleges • schools
insurance group

INVOICE

DATE: December 12, 2024
FOR: Member Assessment
DUE DATE: 1/17/25

Customer Name:
City of Seaside
Attn: Samantha Alcaraz-Sakhrani
Via-e-mail to:

DESCRIPTION	AMOUNT
City of Seaside - Member Assessment	
Pro-rata share of Assessment	307,312.10
Due upon Receipt:	TOTAL \$307,312.10

Apply to MCSIG budget code: 01-0000-0-9500-0000-8674-00-000-1000-0000

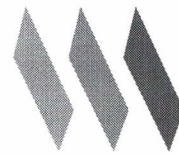
Agency Approval _____

Agency Approval Date _____

Please Remit Payment to:
MCSIG
76 Stephanie Drive
Salinas, CA 93901

Please Return Your District Approved Invoice to:
Neddie Sarmiento: nsarmiento@mcsig.com

MCSIG			
MEMBER ASSESSMENT			
Audited deficit, as of 06/30/2024, for presentation at the EC Board 12/09/2024 and Full Board 12/11/2024			
MEMBER CONTRIBUTIONS PRO RATA SHARE			
MCSIG DISTRICTS	PAID TO MCSIG (1)	% (2)	ASSESSMENT (3)
BAY VIEW ACADEMY	638,786.00	0.68%	\$ 46,124.95
BIG SUR CHARTER	84,582.00	0.09%	\$ 6,107.43
BIG SUR UNIFIED	53,944.00	0.06%	\$ 3,895.15
BRADLEY	108,984.00	0.12%	\$ 7,869.43
CARMEL	7,804,126.74	8.34%	\$ 563,514.12
CITY OF SEASIDE	4,255,976.00	4.55%	\$ 307,312.10
CUESTA (San Luis Obispo)	2,632,915.04	2.81%	\$ 190,115.42
EL DORADO COE	422,339.82	0.45%	\$ 30,495.97
GONZALES	1,868,472.00	2.00%	\$ 134,917.13
GRAVES	59,904.00	0.06%	\$ 4,325.50
HARTNELL	9,450,613.22	10.10%	\$ 682,402.30
INTERNATIONAL SCHOOL OF MTY	594,009.00	0.63%	\$ 42,891.73
KING CITY ELEM	5,219,080.00	5.58%	\$ 376,855.14
LAGUNITA	163,956.00	0.18%	\$ 11,838.80
LEARNING FOR LIFE CHARTER	220,980.00	0.24%	\$ 15,956.35
MCOE/HEADSTART	3,033,057.00	3.24%	\$ 219,008.55
MERMA	57,515.00	0.06%	\$ 4,153.00
MISSION	89,742.00	0.10%	\$ 6,480.02
MONTEREY BAY CHARTER	316,921.00	0.34%	\$ 22,883.98
MONTEREY PENINSULA	11,379,368.00	12.16%	\$ 821,672.28
OHLONE COLLEGE	817,700.24	0.87%	\$ 59,043.84
PACIFIC GROVE	2,906,525.00	3.11%	\$ 209,872.03
SALINAS CITY	16,695,520.00	17.84%	\$ 1,205,536.71
SALINAS HIGH	17,295,670.00	18.48%	\$ 1,248,871.86
SAN ANTONIO	144,481.00	0.15%	\$ 10,432.57
SAN LUCAS (mgmt)	12,854.00	0.01%	\$ 928.15
SANTA RITA	5,195,648.55	5.55%	\$ 375,163.22
SOUTH MTY CTY	2,083,439.00	2.23%	\$ 150,439.29
TOTALS	\$ 93,607,108.61	100.00%	\$ 6,759,107.00
Notes:			
(1) Annual Member Contributions paid to MCSIG for self-insured programs, without Kaiser & Trio, for the prior of 07/01/2023-06/30/2024			
(2) Member pro-rata share developed from (1).			
(3) Members pro-rata share of assessment.			
Audited Deficit, as of 06/30/2024	\$ 6,759,107.00	% of deficit	100%



MCSIG Member Agency Assessments Q&A

Q: Why are MCSIG member agencies being assessed a one-time fee?

A: As of 10/31/24, and for the Four Months Ended, expenses exceeded revenues by (\$5,610,399) increasing the audited beginning deficit at 6/30/24 of (\$6,759,107) to (\$12,369,506). Due to the magnitude of this deficit increase and the depletion of cash, assessments are the best and current solution to bring immediate funds to the pool.

Q: Why did the deficit double so quickly?

A: MCSIG experienced unprecedented October claims totaling \$11.6M, and of this amount, only three claimants met the stop-loss level. MCSIG will only receive \$463,230 in stop-loss refunds, making it responsible for the difference. In addition, there has been a remarkable increase in claims between \$25,000 and the \$500,000 stop-loss level. For example, from July through September the average monthly JPA claims above \$25,000 averaged \$2.9 million, but the October claims above \$25,000 were \$7.9 million. This increase is driven by unusually high utilization of medical services by the JPA membership and the high cost of care from Monterey providers. This recent, very high claims activity has rapidly increased the deficit.

Q: What measures has MCSIG taken to address the deficit?

A: MCSIG claims have been and will continue to be monitored on a daily basis. Detailed monthly utilization reports are provided by Blue Shield and reviewed by MCSIG staff and our consultants. With each renewal, a deficit recovery component is built into the funding rates. The deficit recoupment (or assessment) has typically been based on a five-year projection. In mid-2023, the deficit was nearly eliminated, but the 2025 renewal (based on increasing claims through June) included a five-year deficit assessment based on a deficit estimate of \$6,000,000.

Q: Were these high claims projected with the 2025 renewals?

A: Due to timing and the logistics required for the renewal process, the rates for 2025 were projected using claims through June of 2024, so the recent high claims activity were neither incorporated nor known for the 2025 renewal projection. Rates were set at the August 22, 2024, meeting.

However, these claims will be incorporated into future projections. We expect claims to return to a normal level in future months, but for now, the current deficit threatens the JPA's cash flow position.

Q: How will the Assessments be collected?

A: It is recommended that member agencies make their payments in a lump sum via the Escape system by January 17, 2025. If this is not feasible, a paper check postmarked by the due date will be accepted. For agencies who do not have access to the Escape system, your current process for submitting payments via ACH or a paper check postmarked by the due date will also be accepted.

Q: What if a Member Agency cannot make a lump sum payment?

Agencies unable to meet the payment deadline will need to request a payment plan and provide the Executive Director with a copy of their monthly cash flow statement by January 15, 2025, demonstrating that payment of the assessment by the due date is not financially feasible, which can be verified by their appointed MCSIG Board member. If the monthly cash flow statement substantiates a financial hardship, a member payment plan will be provided to the Board of Directors for approval at their January 23, 2025. Requests can be emailed to Neddie Sarmiento, Executive Director, at nsarmiento@mcsig.com.

Q: When will the first payment be due under the payment plan arrangement?

A: If approved, the first installment payment is due by January 31, 2025, and the final payment due by June 30, 2025. If an extension of time is requested to December 31, 2025, those requests will be provided to the Board for approval at their January 23, 2025.

MUNICIPALITIES COLLEGES SCHOOLS INSURANCE GROUP

JOINT POWERS AGREEMENT

Established: 11/22/1982
Revised: 9/3/1991
Revised: 10/16/1995
Revised 1/15/1997
Revised: 3/13/1999
Revised: 5/24/2000
Revised: 11/19/2004
Revised: 10/25/2005
Revised: 6/19/2012
Revised: 6/16/2020 Ratified 9/14/2021

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**JPA AGREEMENT
REVISED JOINT POWERS AGREEMENT TO ESTABLISH,
OPERATE, AND MAINTAIN A SELF-FUNDED PROGRAM
FOR HEALTH AND WELFARE BENEFITS**

THIS REVISED AGREEMENT is entered into pursuant to the provisions of the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, Article 1 (commencing with section 6500) of the California Government Code between the public education agencies signatory hereto.

WITNESSETH:

WHEREAS, it is the mutual benefit of the parties hereto and in the best public interest that said parties join together to establish a fund to self-insure the participating public agencies for health and welfare benefits and to pay for the administration of said fund and the costs related thereto; and

WHEREAS, Sections 1274, 17566-17567 and 81602-81603 of the California Education Code authorize the county superintendent of schools and the governing boards of school districts and of community college districts to establish a fund or funds individually or jointly to self-insure for a program of health and welfare benefits; and

WHEREAS, Section 53205.3 of the California Government Code authorizes school districts and community college districts to join with other school districts or community college districts, or any combination of those districts, in providing for the payment of health and welfare benefits by entering into a pooling arrangement under a joint exercise of powers agreement or on a self-insured or self-funded basis or partly by means of self-insurance or self-funding and partly by means of insurance or service agreements

WHEREAS, Section 6500 et seq. of the California Government Code authorizes local public agencies, by agreement, to exercise jointly powers common to the contracting parties; and

WHEREAS, the original joint powers Agreement to establish, operate and maintain a self-insurance program was in effect from November 22, 1982 until September 3, 1991, whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until October 16, 1995; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until January 15, 1997; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said

fund and the costs related thereto which was in effect until March 13, 1999; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until May 24, 2000; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until November 19, 2004; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until October 25, 2005; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until June 19, 2012; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto, and

WHEREAS, the public agencies signatory hereto desire to further revise the existing joint powers Agreement as previously revised; and

WHEREAS, this revised joint powers Agreement supersedes the original Agreement, as revised and amended.

NOW, THEREFORE, for and in consideration of all the mutual benefits, covenants, and conditions herein contained, the parties hereby agree as follows:

DEFINITIONS

Unless the context otherwise requires, the following terms shall be defined as stated herein:

“Agreement” shall mean this JPA Agreement.

“Board” and “Board of Directors” shall mean the governing body of the JPA.

“Contributions” shall mean the estimated amount determined by the Board for each Member necessary to fund the JPA for the coming Fiscal Year.

“Coverage Groups” shall mean groups of employees as defined by each Member.

“Excess Insurance” shall mean that insurance purchased by the JPA to cover Member’s losses in excess of the coverage limits retained by the JPA.

“Fiscal Year” shall mean a period of time as defined in Article 10,

“Government Code” shall mean the California Government Code

“JPA” or “Authority” shall mean Joint Powers Authority.

“MCSIG” shall mean the Municipalities Colleges Schools Insurance Group created by this Agreement.

“Member” and “Membership” and “Member Agency(ies)” shall mean any and each of the public entities which are signatory to this Agreement.

“Participant” shall mean employees of Members or former employees (COBRA and retirees) of Members enrolled in the medical, dental and/or vision programs provided by the JPA.

“Qualifying Economic Interest” shall be as defined by the Conflict of Interest Guide authored by the California Office of the Attorney General.

ARTICLE 1 FORMATION OF ENTITY

1.0 CREATION OF THE JOINT POWERS ENTITY

- 1.1 Pursuant to Sections 6500, et seq., of the Government Code, a joint powers entity, separate and apart from the public agencies signatory hereto, shall be and is hereby created to be known as the Municipalities Colleges Schools Insurance Group (hereinafter referred to as the "JPA").
- 1.2 The recitals set forth above are hereby incorporated by reference and made a part of this Agreement.

ARTICLE 2 PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories of this Agreement, and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement pursuant to Article 7. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 7 shall not terminate this Agreement nor affect the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 3 PURPOSE OF THE JPA

3.0 PURPOSE OF THE JPA

- 3.1 The JPA is established for the purposes of:

- 3.1.1 Administering this revised Agreement, pursuant to the joint exercise of powers provisions of the Government Code;
 - 3.1.2 Providing the services and other items necessary and appropriate for the establishment, operation and maintenance of pooled fully-insured and self-funded programs for health and welfare benefits for the public agencies who are signatory hereto including joint purchase of Excess Insurance and administrative and other services including, but not limited to, claims adjusting, data processing, health and wellness programs, COBRA administration and legal services in connection with any of the pooled coverage programs for said agencies;
 - 3.1.3 Sharing the risk of self-funded losses;
 - 3.1.4 Providing a forum for discussion, study, development and implementation of recommendations of mutual interest regarding other programs of self-funded coverage;
 - 3.1.5 Providing, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities organized and existing under the Constitution or laws of the State of California as may desire to become parties to this Agreement and members of the JPA, subject to the terms of Article 7; and
 - 3.1.6 Providing for the removal of Member Agencies for cause or upon request.
- 3.2 The functions of the JPA are:
- 3.2.1 To provide pooled fully-insured and self-funded plans and systems, as stated in the plan document given to each member, for health and welfare benefits for the Members of the JPA and, as such, to perform, or contract for the performance of, the financial administration, policy formulation, claim service, legal representation, cost containment and other developments as necessary for the payment and handling of all covered health and welfare claims against Members. Said payment and handling for any Member shall be for health and welfare claims filed and arising out of facts occurring during the period of membership in the JPA. The JPA shall not pay or handle for a Member any health and welfare claims which arise out of services occurring before membership or after termination of membership in this JPA;
 - 3.2.2 To enter into contracts;
 - 3.2.3 To obtain Excess coverage Insurance in the form and amount to be determined by the Executive Committee;
 - 3.2.4 To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the Membership with the necessary education, study, development, and

implementation of a self-funded program for health and welfare benefits, but not limited to, the acquisition of facilities and equipment necessary, the employment of personnel, and the operation and maintenance of a system for the handling of the self-funded plan;

- 3.2.5 To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement;
- 3.2.6 To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental entity;
- 3.2.7 To invest surplus reserve funds as deemed appropriate by the Executive Committee;
- 3.2.8 To sue and be sued in the name of the JPA; and
- 3.2.9 To perform such other functions as may be necessary or appropriate to carry out provision of law.

These purposes shall be accomplished through the exercise of the powers of the Member Agencies jointly in the creation and operation of the JPA as described in Article 4.

ARTICLE 4 POWERS OF THE JPA

The JPA shall have the power and authority to exercise any power common to the public agencies or public educational agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives set forth herein. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of the JPA shall be subject to the restrictions upon the manner of exercising such powers by a public agency or a public educational agency having the same status as a general law public entity or general law public school district of California, except as otherwise provided in this revised Agreement.

ARTICLE 5 TERM OF AGREEMENT

This revised Agreement shall be effective upon the execution hereof by the parties or by their duly authorized representatives and shall supersede and replace any JPA agreements between the parties related to the JPA. This Agreement shall continue in effect until lawfully terminated as provided herein.

ARTICLE 6
MEMBER AGENCY RESPONSIBILITIES

6.0 MEMBER AGENCY RESPONSIBILITIES

Member agencies shall have the following responsibilities:

- 6.1 To appoint a representative(s) to serve on the Board of Directors as provided in Article 8;
- 6.2 To cooperate fully with the JPA, in all matters related to its purpose as described in Article 3 (eligibility, enrollment, designation of benefit representatives, Participant communication etc);
- 6.3 To pay Contributions and any adjustments or assessments thereto promptly in the manner determined by the JPA when due;
- 6.4 To provide the JPA with information as allowed by law and as may be necessary for the JPA to carry out the purposes of this Agreement; and
- 6.5 To cooperate fully with and assist the JPA and any insurer, claims adjuster, financial auditor, or legal counsel retained by the JPA, in all matters relating to this Agreement and to comply with the Bylaws and all policies and procedures adopted by the Board.

ARTICLE 7
MEMBERSHIP

7.0 MEMBERSHIP

- 7.1 Membership in the JPA shall consist of public educational agencies and other public entities which have the powers set forth herein and which agree to comply with the terms of this revised Agreement. Each party which becomes a member of the JPA shall be entitled to all rights and privileges of, and shall be subject to the obligations of, membership as provided herein.
- 7.2 Parties originally forming the JPA and agreeing to comply with the terms of this revised Agreement shall become members of the JPA upon the effective date of this revised Agreement.
- 7.3 For all other public educational agencies or public entities which desire to become members of the JPA after the effective date of this Agreement, such membership is contingent upon such conditions as the Board of Directors may establish. Membership shall become effective upon the date established by the Board. Prospective members may apply for participation in the JPA as provided for in the Bylaws.
- 7.4 An agency or entity which has previously been a Member of the JPA may apply for reinstatement in accordance with subsection 7.3 provided that:

- 7.4.1 If the agency or entity has previously withdrawn from the JPA in accordance with subsection 7.5 of this revised Agreement, a period of no less than thirty-six months must have elapsed since the effective date of withdrawal, and the agency or entity may be required to repay all asset disbursements made to it at the time of withdrawal plus any fees, costs, or expenses which may be required by the Board.
- 7.4.2 If the agency or entity has previously been involuntarily terminated from membership in accordance with Article 11.1 of the Bylaws, all asset disbursements made to the agency or entity at the time of withdrawal may be required to be repaid and written assurances satisfactory to the Board must be provided that the circumstances which caused the involuntary termination will not reoccur.
- 7.5 Any Member having completed three (3) consecutive years as a Member of the JPA may voluntarily withdraw from its status as a Member and a party to the joint powers Agreement at the end of any Fiscal Year by notifying the Executive Committee of the JPA in writing prior to June 30th of the Calendar Year of withdrawal. Any Member Agency which has notified the Executive Committee of withdrawal as provided herein may, with the consent of the Executive Committee, rescind such withdrawal by giving written notice to the Executive Committee no later than November 1st of the Calendar Year of withdrawal. Unless rescinded as provided herein, such withdrawal shall be effective at the end of the Calendar Year. Members withdrawing voluntarily are subject to the conditions for withdrawal set forth in the Bylaws.
- 7.6 The voluntary withdrawal or expulsion of any Member Agency shall not terminate its responsibility to cooperate fully with the JPA in determining and processing eligibility and enrollment; pay any Contributions and/or assessments determined by the Board to be due and payable for each program year in which it participated; provide the JPA with information necessary for the JPA to carry out the purposes of this Agreement; and cooperate with and assist the JPA, any insurer, financial auditor, claims adjuster or legal counsel retained by the JPA in all matters relating to this Agreement.
- 7.7 All Members hereby agree to be bound by the terms of this Agreement, the Bylaws and all policies and procedures currently in effect and as may be hereinafter revised or adopted.
- 7.8 Each of the Members hereby agrees to consider the implementation in its agency of the health management and cost containment guidelines developed by the Board of Directors.

ARTICLE 8

BOARD OF DIRECTORS

8.0 BOARD OF DIRECTORS

A Board of Directors is hereby established to direct and control the JPA.

8.1 Composition of the Board of Directors

- 8.1.1 Each Member of the JPA which has less than 500 active covered employees under the JPA's health and welfare plans shall be entitled to appoint to the Board of Directors one management representative and one alternate who shall be designated in writing. Said representative and said alternate must be employees or officers of the Member, shall have the authority to bind the Member on all matters pertaining to this Agreement, and shall serve at the pleasure of the Member by whom appointed. Only the designated representative or designated alternate may represent a Member, and each shall be invited to attend all meetings of the Board of Directors. The designated representative and designated alternate may invite members of their agencies' staffs or consultants to attend meetings of the Board of Directors in an advisory capacity only.
- 8.1.2 Each Member of the JPA which has 500 or more active covered employees under the JPA's health and welfare plans shall be entitled to appoint to the Board of Directors two management representatives and one alternate who shall be designated in writing. Said representatives and said alternate must be employees or officers of the Member, shall have the authority to bind the Member on all matters pertaining to this Agreement, and shall serve at the pleasure of the Member by whom appointed. Only the representatives or designated alternate may represent the Member, and each shall be invited to attend all meetings of the Board of Directors. The designated representatives and designated alternate may invite members of their agencies' staffs or consultants to attend meetings of the Board of Directors in an advisory capacity only.
- 8.1.3 In addition to the representative and alternates identified in 8.1.1 and 8.1.2 above, recognized employee bargaining organizations of Member Agencies are entitled to appoint a number of at-large representatives to the Board of Directors equal to 33%, or the nearest whole number in the event of a fraction (.5% and over rounds up), of the number of board representatives (not including alternates) appointed pursuant to 8.1.1 and 8.1.2 above. The employee bargaining organization representatives must be active covered employees of a JPA Member. Each bargaining organization shall be entitled to a number of representatives which is in direct proportion to the number of active covered employees it represents as of January 1 of the current even numbered year. All fractions will be rounded down to the nearest even number. Such appointment must be in writing and the representative may serve at the pleasure of the appointing organization until replaced, or the number of representative entitlement reduces, or if the representative violates any provisions of the JPA Agreement.
- 8.1.3.1 An employee bargaining organization is defined as a local, state or nationally recognized labor association which has exclusive bargaining rights for an identified group of employees at a Member Agency.
- 8.1.4 In addition to the representatives and alternates identified in 8.1.1, 8.1.2 and 8.1.3 above, covered retiree Participants are entitled to elect an at-large representative to

the Board of Directors. Elections for the retiree representative shall be by mail ballot every two years from a list of self-nominated covered retiree Participants. In the event of a vacancy, the Board of Directors President shall appoint a retiree representative for the balance of the two-year term.

8.1.4.1 A covered retiree Participant is a MCSIG member who has continued their MCSIG coverage since retiring from the Member Agency.

8.1.4.2 The at-large retiree representative shall be neither a Member representative nor an employee bargaining organization representative, eligible for election to the Executive Committee pursuant to the Bylaws.

8.2 Each designated representative shall have one vote, which may be cast only by the designated representative or, in his/her absence by the designated alternate. No proxy or absentee votes shall be permitted.

8.3 No business may be transacted by the Board without a quorum of its members being present. A quorum shall consist of not less than a majority of the designated representatives of the JPA. Except as otherwise provided, a vote of the majority of those designated representatives and designated alternates entitled to vote who are present at a meeting of the Board of Directors shall be sufficient to constitute action provided that a quorum is present. In the event of a tie vote, the motion or action fails.

8.4 The powers of the Board shall be all of the powers of the JPA not specifically reserved to the Member Agencies by this Agreement and shall include, but not be limited to, the powers enumerated in Articles 3.0, 4 and 10 of this Agreement and the following:

- Approval of coverage programs and plan design;
- Approval of Contribution rates and the method of which Contributions will be paid to the JPA;
- Approval of additional assessments during the year if necessary or appropriate, to allow for increased costs and expenses as they may occur;
- Development, implementation and revision of the JPA Bylaws;
- Creation and dissolution of advisory, working and ad-hoc committees; and
- Creation and dissolution of an Executive Committee as provided in the JPA Bylaws and delegation of any of its powers to the Executive Committee

8.5 No one serving on the Board of Directors shall receive any salary or compensation from the JPA for service on the Board of Directors.

8.6 The Board of Directors may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it will hold at least four regular Board of Directors meetings each Fiscal Year. The date, time, and place for each such regular meeting shall be fixed by action of the Executive Committee. Advance notice will be filed with each Member of the JPA for all Board of Directors Meetings. Additional special meetings may be called by the President or Executive Director or upon the petition

of not less than five members of the Board. Such petition is to be addressed to the President of the Board

- 8.7 All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (sections 54950, et seq., of the California Government Code), as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Board of Directors not inconsistent therewith. The Board shall conduct its business in accordance with Roberts Rules of Order.
- 8.8 Except as otherwise provided or permitted by law, all meetings of the Board of Directors shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members of the JPA true and correct copies of the minutes of such meetings.
- 8.9 The Board of Directors of the JPA shall develop suggested guidelines for health management and cost containment practices.

ARTICLE 9 BYLAWS AND ADMINISTRATIVE POLICY AND PROCEDURES

The Board shall, through resolution, adopt, rescind or amend Bylaws and shall adopt Administrative Policies and Procedures consistent with applicable law and this Agreement to govern the day to day operation of the JPA. Each Board Member shall receive a copy of the Bylaws and administrative policies and procedures developed under this Article. Amendment of the Bylaws requires a resolution approved by two-thirds of the members of the Board of Directors.

ARTICLE 10 FINANCIAL

10. FINANCIAL

The Board of Directors shall insure that a complete and accurate system of accounting of the JPA shall be maintained at all times consistent with established auditing standards and accounting procedures.

- 10.1 The JPA shall operate on a Fiscal Year from July 1st to June 30th.
- 10.2 The Board of Directors shall annually, on or before June 30th, adopt a budget showing each of the purposes for which the JPA will need money and the estimated amount of money that will be needed for each such purpose for the ensuing Fiscal Year. A copy of the budget shall be transmitted to each of the participating members.
- 10.3 Each Member of the JPA who is a public educational agency in Monterey County hereby agrees to authorize the Monterey County Superintendent of Schools to transfer from its general fund any required Contributions and assessments as calculated and specified in the Bylaws. Other agencies shall be billed on an itemized invoice for required Contributions.

- 10.4 Annual assessments, as approved by the Board of Directors for each Member of the JPA, shall be determined in accordance with procedures established by the Board of Directors and filed with each Member.
- 10.5 If the total obligations against all the Members of the JPA exceed in any year the total amount of operating and reserve funds established by the Board of Directors, the Members may be assessed a pro rata share of the additional Contributions as determined by the Board of Directors.
- 10.6 At least once annually all expenditures of funds of the JPA shall be reviewed and ratified by the Board of Directors.
- 10.7 A general fund shall be established and maintained to receive monies of the JPA. The JPA shall accept and deposit in the JPA general fund all monies received by it including monies from any of the following sources:
- 10.7.1 Members Contributions, including assessments and any other charges.
 - 10.7.2 Interest and other investment income.
 - 10.7.3 Refund of insurance premiums and excess loss claims.
 - 10.7.4 Subrogation recoveries.
 - 10.7.5 Grants from any public agency or private company.
- 10.8 The general fund shall expend monies for the purpose of the operation of the JPA and the health and benefit program. Such expenses shall be necessary and appropriate as determined by local or state regulations.
- 10.9 Imprest accounts shall be established and maintained out of monies received by and deposited in the general fund. Monies shall be transferred from the general fund to the imprest account solely for the purposes of paying claims of the members. This account shall be established at a national, state, or local bank whose deposits are insured in the Federal Deposit Insurance Corporation.
- 10.10 The Treasurer of Monterey County is the designated depository of the JPA.
- 10.11 The JPA is strictly accountable for all funds received and dispersed by it and, to that end, the JPA shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provisions of applicable law or any resolution of the JPA. Books and records of the JPA in the hands of the Treasurer of the JPA shall be open to inspection at all reasonable times by representatives of the Members. The JPA, as soon as practical after the close of each Fiscal Year, shall give, or cause to be given, a complete written report of all financial activities for such Fiscal Year to each member of

the Board of Directors and to the chief administrative officer of each Member of the JPA.

- 10.12 The Executive Committee shall make, or contract with a certified public accountant to make, an annual audit of the accounts, records, and financial affairs of the JPA. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for Special Districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a certified public accountant, a report thereof shall be filed as a public record with each of the Members of the JPA, and also with the Auditor-Controller of Monterey County. Such reports shall be filed within twelve (12) months of the end of the Fiscal Year under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants in making the audit(s) provided for herein, shall be appropriate administrative charges against the funds of the JPA.
- 10.13 The Monterey County Superintendent of Schools shall draw warrants to pay demands against the JPA when such demands have been duly approved by the Executive Director and Treasurer of the JPA.
- 10.14 No part of the revenues or assets of the JPA shall inure to the benefit of, or be distributed to its Members, officers, employees, Participants or other persons except as provided in Article 11. Upon two-thirds vote of the entire MCSIG Board, the Board may declare excess assets-undesignated available for the exclusive use of granting any number of monthly rate holidays or adjustments. The Board shall adopt a policy outlining the details and process for calculating, declaring and utilizing excess assets for monthly rate holidays or adjustments.
- 10.15 The JPA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

ARTICLE 11

DISSOLUTION OF JPA AND DISPOSITION OF PROPERTY AND FUNDS

11. TERMINATION OF AGREEMENT

- 11.1 This Agreement may be terminated effective at the end of any Fiscal Year by affirmative action of two-thirds (2/3) of the then participating Member Agencies; provided, however, that the JPA and this Agreement shall continue to exist for the purpose of disposing of liabilities, distribution of assets, and all other functions necessary to conclude the affairs of the JPA.
- 11.2 Upon termination of this Agreement, all assets of the JPA shall be distributed only among the parties to the Agreement on the effective date of termination. The Board shall

determine such distribution within six months after the last pending claim covered by this Agreement has been adjudicated.

- 11.3 The Board is vested with all powers of the JPA for the purpose of concluding and dissolving the business affairs of the JPA. These powers shall include the power to require Member Agencies to pay their share of any calculated Contributions and/or assessments deemed necessary by the Board for final disposition of all claims covered by this Agreement.
- 11.4 In the event of the dissolution of the JPA, the complete rescission or other final termination of the Joint Powers Agreement by the Members then a party to the Agreement, the following shall occur:
- 11.4.1 The Board of Directors shall establish each Member's pro-rata share of any remaining cash balance (reserves) based on Members percentage of assessments paid into JPA during the Member's previous twelve months participation in the JPA.
- 11.4.2 Any real and/or personal property interests and other assets remaining in the JPA following a discharge of all liabilities and obligations shall be disposed of by the Executive Committee. Proceeds from disposition shall be disposed of by the Executive Committee. Proceeds from disposition shall be distributed to Members based on each Member's pro-rata share of assessments paid into JPA during the Member's previous twelve months' participation in the JPA, providing that assets are of sufficient value to defray the cost of disposition.
- 11.4.3 The dissolution of the JPA shall be filed in writing with the State of California by the JPA.

ARTICLE 12 AMENDMENTS

This revised Agreement may be amended at any time with a subsequent written Agreement signed by two-thirds (2/3) of Member Agencies of the JPA. Any such amendment shall be effective upon the date that two-thirds (2/3) of Member Agencies have signed the amendment, unless otherwise provided in the amendment.

ARTICLE 13 CONSTRUCTION & SEVERABILITY

In the event of any litigation over the meaning of this Agreement or the authority of any Member Agency of the JPA, this Agreement shall be liberally construed to effectuate its purposes. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE 14
HOLD HARMLESS AND INDEMNIFICATION

14. HOLD HARMLESS AND INDEMNIFICATION

- 14.1 Member Agencies agree and covenant to defend, hold harmless and indemnify the JPA, its Member Agencies, elected officers, employees and volunteers from any claim, damage or liability in connection with Contributions, assessments, deposits, or coverage; acts, errors, omissions or breach or default of any member or any person or entity acting on behalf of any Member in the performance of any of its obligations under this Agreement; and/or decisions to expel a Member Agency, with or without cause, pursuant to this Agreement and any applicable provisions of the Bylaws.
- 14.2 The JPA shall indemnify, defend and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents and representatives with respect to any loss, damage, injury, claim, litigation or liability, including attorney's fees and costs, arising out of or in any way related to the creation of operation, functioning, decisions or actions of the JPA or the JPA's officers, officials, employees, agents or representatives.
- 14.3 The provision of indemnity set forth in this Section shall not be construed to obligate the JPA to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.
- 14.4 Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member Agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6 each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member Agency indemnifies and holds harmless each other Member and the JPA, for any loss, cost or expense, including reasonable attorney's and consultant fees, that may be imposed upon or incurred by such other Member Agency or the JPA solely by virtue of Government Code Section 895.2.
- 14.5 Notwithstanding the provisions of 14.1 through 14.4 above, by a two-thirds vote of the Board, the Board may approve the expenditure of JPA funds to defend, indemnify and hold the JPA, members of the Board and any employee or agent of the JPA free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the JPA.

14.6 The JPA may self-fund or purchase insurance, and/or require the Member Agencies to self-fund or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

14.7 Per Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of the parties to this Agreement. In addition, it is expressly agreed by all parties to this revised Agreement and by the Board of Directors that, in contemplation of Sections 895.6 and 6508.1 of the California Government Code respecting the right of contribution of public entities that are parties to a joint powers agreement, no public entity a party hereto shall be jointly or severally liable upon any judgement for damages caused by a negligent or wrongful act or omission to act occurring in the performance of this revised Agreement, which judgment is rendered or imposed upon any one of the Member Agencies or upon the entity created by this revised Agreement, unless the party shall have authorized or consented to the same by an appropriately adopted resolution.

14.8 The JPA may insure itself, to the extent required by law and deemed appropriate by the Board of Directors, against loss, liability, and claims arising out of or connected with this revised Agreement.

ARTICLE 15 COMPLETE AGREEMENT

The foregoing constitutes the full and complete agreement of the parties regarding the JPA Agreement. There are no oral understandings or agreements between the parties regarding the JPA Agreement that are not set forth in writing herein. This Agreement supersedes prior versions noted on the Cover Page. Some Member Agencies may have a Participation Agreement currently in effect with the JPA. Any and all Participation Agreements currently in effect between the JPA and a Member Agency remain in full force and effect.

ARTICLE 16 EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

ARTICLE 17 ENFORCEMENT

The JPA is hereby given authority to enforce this Agreement. In the event suit is brought upon this revised Agreement by the JPA and judgment is rendered against a Member, the Member shall pay all costs incurred by the JPA, including reasonable attorney's fees as fixed by the court.

ARTICLE 18 DISPUTE RESOLUTION

18. DISPUTE RESOLUTION

When a dispute arises between the JPA and a Member, the following procedures are to be followed:

- 18.1 Request for Reconsideration. The Member will make a written request to the JPA for the Governance Committee to review their position, citing the arguments in favor of the Member and any applicable case law that applies. The Member can also request a personal presentation to the Governance Committee if it so desires.
- 18.2 The Governance Committee will review the matter and consider the JPA's position. The Governance Committee may seek the assistance of other JPA Committees, JPA staff or outside experts. This appeal process is intended to be an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the Member requesting reconsideration is represented on any of the Committees involved in the review, that Member shall be deemed to have a conflict and shall be excluded from any vote.
- 18.3 If the Member is not satisfied with the outcome of the Governance Committee appeal, the Member may request that the matter be set as an agenda item of the Executive Committee for further reconsideration. If the Member requesting reconsideration is represented on the Executive Committee, that Member shall be deemed to have a conflict and shall be excluded from any vote.
- 18.4 If the Member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration will be non-binding unless the parties mutually agree, in advance of the arbitration process, to binding arbitration. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If binding arbitration is selected, then the decision of the arbitrator is final and both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved Member and the JPA.
- 18.5 If, after following the dispute resolution procedure paragraphs 18.1-18.4, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 19 APPLICABLE LAW AND FORUM

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be initiated and maintained in the Superior Court of the County of Monterey, State of California, in any other

appropriate court in that county or in the Federal District Court in the Northern District of California.

ARTICLE 20

ACCEPTANCE OF SERVICE OF PROCESS

The Board of Directors, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its members as an officer for the purpose of receiving service on behalf of the Board of Directors.

In the event that any legal action is commenced against the JPA, service of process on the JPA shall be made by personal service upon the Executive Director or President of the JPA, or in such other manner as may be provided by law.

ARTICLE 21

WAIVERS & MODIFICATIONS

Subject to the following exception, no provision of this Agreement may be waived or modified. Notwithstanding the foregoing, the Board of Directors may, upon a two-thirds vote of the Board of Directors at a properly noticed public meeting, waive or modify any provision of Sections 7.4 and/or 7.5 of this Agreement. No waiver or modification of any provision of Sections 7.4 or 7.5 of this Agreement will apply toward the same provision at a different time.

ARTICLE 22

CONFLICT OF INTEREST

No officers, official or employee of the JPA shall have any Qualifying Economic Interest, direct or indirect, in the JPA nor shall any such person participate in any decision relating to the JPA which affects his or her personal or private economic interests in violation of any State law or regulation.

ARTICLE 23

BOOKS & RECORDS

All books, records, accounts and documents of the JPA shall be available at any reasonable time to the Board members and, to the extent provided by the California Public Records Act (Government Code Section 6250 et. Seq.) shall be public records. This Section does not authorize the release of any confidential documents which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

ARTICLE 24

PRINCIPAL OFFICE

The principal office of the JPA shall be that of the office of the Executive Director or as from time to time designated by the Board.

ARTICLE 25
SUCCESSORS & ASSIGNMENT

In the event of a reorganization or consolidation of one or more of the public agencies participating in this Agreement, the successor in interest or successors in interest to the obligations of any such reorganized or consolidated public agency may be substituted as a party or as parties to this Agreement. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Board.

ARTICLE 26
NOTICES

Notices permitted or required to be sent to the Member Agencies pursuant to this Agreement shall be sent by U.S. Postal Service or other reputable delivery service addressed to the Member Agency at each Member Agency's official business address and directed to the attention of that agency's Board member.

ARTICLE 27
FILING WITH SECRETARY OF STATE

The Board of Directors shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State and with the County Clerk. The Executive Director of the JPA is directed to file with the office of the California Secretary of State a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Section 6503.5; and shall file with the County Clerk a statement as required by California Government Code Section 53051; and shall file all other official notices as may be required by law.

IN WITNESS WHEREOF, the parties have caused this revised Agreement to be executed by their respective duly-authorized representative effective _____.

NAME OF MEMBER:

NAME OF MEMBER REPRESENTATIVE:

SIGNATURE OF MEMBER REPRESENTATIVE

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**JPA AGREEMENT
REVISED JOINT POWERS AGREEMENT TO ESTABLISH,
OPERATE, AND MAINTAIN A SELF-FUNDED PROGRAM
FOR HEALTH AND WELFARE BENEFITS**

THIS REVISED AGREEMENT is entered into pursuant to the provisions of the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, Article 1 (commencing with section 6500) of the California Government Code between the public education agencies signatory hereto.

WITNESSETH:

WHEREAS, it is the mutual benefit of the parties hereto and in the best public interest that said parties join together to establish a fund to self-insure the participating public agencies for health and welfare benefits and to pay for the administration of said fund and the costs related thereto; and

WHEREAS, Sections 1274, 17566-17567 and 81602-81603 of the California Education Code authorize the county superintendent of schools and the governing boards of school districts and of community college districts to establish a fund or funds individually or jointly to self-insure for a program of health and welfare benefits; and

WHEREAS, Section 53205.3 of the California Government Code authorizes school districts and community college districts to join with other school districts or community college districts, or any combination of those districts, in providing for the payment of health and welfare benefits by entering into a pooling arrangement under a joint exercise of powers agreement or on a self-insured or self-funded basis or partly by means of self-insurance or self-funding and partly by means of insurance or service agreements

WHEREAS, Section 6500 et seq. of the California Government Code authorizes local public agencies, by agreement, to exercise jointly powers common to the contracting parties; and

WHEREAS, the original joint powers Agreement to establish, operate and maintain a self-insurance program was in effect from November 22, 1982 until September 3, 1991, whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until October 16, 1995; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until January 15, 1997; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said

fund and the costs related thereto which was in effect until March 13, 1999; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until May 24, 2000; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until November 19, 2004; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until October 25, 2005; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto which was in effect until June 19, 2012; whereupon it was superseded by a revised joint powers Agreement for the establishment, operation and maintenance of a self-funded program for health and welfare benefits and for payment of the administration of said fund and the costs related thereto, and

WHEREAS, the public agencies signatory hereto desire to further revise the existing joint powers Agreement as previously revised; and

WHEREAS, this revised joint powers Agreement supersedes the original Agreement, as revised and amended.

NOW, THEREFORE, for and in consideration of all the mutual benefits, covenants, and conditions herein contained, the parties hereby agree as follows:

DEFINITIONS

Unless the context otherwise requires, the following terms shall be defined as stated herein:

“Agreement” shall mean this JPA Agreement.

“Board” and “Board of Directors” shall mean the governing body of the JPA.

“Contributions” shall mean the estimated amount determined by the Board for each Member necessary to fund the JPA for the coming CalendarYear.

“Coverage Groups” shall mean groups of employees as defined by each Member.

“Excess Insurance” shall mean that insurance purchased by the JPA to cover Member’s losses in excess of the coverage limits retained by the JPA.

“Fiscal Year” shall mean a period of time as defined in Article 10,

“Government Code” shall mean the California Government Code

“JPA” or “Authority” shall mean Joint Powers Authority.

“MCSIG” shall mean the Municipalities Colleges Schools Insurance Group created by this Agreement.

“Member” and “Membership” and “Member Agency(ies)” shall mean any and each of the public entities which are signatory to this Agreement.

“Participant” shall mean employees of Members or former employees (COBRA and retirees) of Members enrolled in the medical, dental and/or vision programs provided by the JPA.

“Qualifying Economic Interest” shall be as defined by the Conflict of Interest Guide authored by the California Office of the Attorney General.

ARTICLE 1 FORMATION OF ENTITY

1.0 CREATION OF THE JOINT POWERS ENTITY

1.1 Pursuant to Sections 6500, et seq., of the Government Code, a joint powers entity, separate and apart from the public agencies signatory hereto, shall be and is hereby created to be known as the Municipalities Colleges Schools Insurance Group (hereinafter referred to as the "JPA").

1.2 The recitals set forth above are hereby incorporated by reference and made a part of this Agreement.

ARTICLE 2 PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories of this Agreement, and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement pursuant to Article 7. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 7 shall not terminate this Agreement nor affect the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 3 PURPOSE OF THE JPA

3.0 PURPOSE OF THE JPA

3.1 The JPA is established for the purposes of:

- 3.1.1 Administering this revised Agreement, pursuant to the joint exercise of powers provisions of the Government Code;
 - 3.1.2 Providing the services and other items necessary and appropriate for the establishment, operation and maintenance of pooled fully-insured and self-funded programs for health and welfare benefits for the public agencies who are signatory hereto including joint purchase of Excess Insurance and administrative and other services including, but not limited to, claims adjusting, data processing, health and wellness programs, COBRA administration and legal services in connection with any of the pooled coverage programs for said agencies;
 - 3.1.3 Sharing the risk of self-funded losses;
 - 3.1.4 Providing a forum for discussion, study, development and implementation of recommendations of mutual interest regarding other programs of self-funded coverage;
 - 3.1.5 Providing, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities organized and existing under the Constitution or laws of the State of California as may desire to become parties to this Agreement and members of the JPA, subject to the terms of Article 7; and
 - 3.1.6 Providing for the removal of Member Agencies for cause or upon request.
- 3.2 The functions of the JPA are:
- 3.2.1 To provide pooled fully-insured and self-funded plans and systems, as stated in the plan document given to each member, for health and welfare benefits for the Members of the JPA and, as such, to perform, or contract for the performance of, the financial administration, policy formulation, claim service, legal representation, cost containment and other developments as necessary for the payment and handling of all covered health and welfare claims against Members. Said payment and handling for any Member shall be for health and welfare claims filed and arising out of facts occurring during the period of membership in the JPA. The JPA shall not pay or handle for a Member any health and welfare claims which arise out of services occurring before membership or after termination of membership in this JPA;
 - 3.2.2 To enter into contracts;
 - 3.2.3 To obtain Excess coverage Insurance in the form and amount to be determined by the Executive Committee;
 - 3.2.4 To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the Membership with the necessary education, study, development, and

implementation of a self-funded program for health and welfare benefits, but not limited to, the acquisition of facilities and equipment necessary, the employment of personnel, and the operation and maintenance of a system for the handling of the self-funded plan;

- 3.2.5 To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement;
- 3.2.6 To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental entity;
- 3.2.7 To invest surplus reserve funds as deemed appropriate by the Executive Committee;
- 3.2.8 To sue and be sued in the name of the JPA; and
- 3.2.9 To perform such other functions as may be necessary or appropriate to carry out provision of law.

These purposes shall be accomplished through the exercise of the powers of the Member Agencies jointly in the creation and operation of the JPA as described in Article 4.

ARTICLE 4 POWERS OF THE JPA

The JPA shall have the power and authority to exercise any power common to the public agencies or public educational agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives set forth herein. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of the JPA shall be subject to the restrictions upon the manner of exercising such powers by a public agency or a public educational agency having the same status as a general law public entity or general law public school district of California, except as otherwise provided in this revised Agreement.

ARTICLE 5 TERM OF AGREEMENT

This revised Agreement shall be effective upon the execution hereof by the parties or by their duly authorized representatives and shall supersede and replace any JPA agreements between the parties related to the JPA. This Agreement shall continue in effect until lawfully terminated as provided herein.

ARTICLE 6
MEMBER AGENCY RESPONSIBILITIES

6.0 MEMBER AGENCY RESPONSIBILITIES

Member agencies shall have the following responsibilities:

- 6.1 To appoint a representative(s) to serve on the Board of Directors as provided in Article 8;
- 6.2 To cooperate fully with the JPA, in all matters related to its purpose as described in Article 3 (eligibility, enrollment, designation of benefit representatives, Participant communication etc);
- 6.3 To pay Contributions and any adjustments or assessments thereto promptly in the manner determined by the JPA when due;
- 6.4 To provide the JPA with information as allowed by law and as may be necessary for the JPA to carry out the purposes of this Agreement; and
- 6.5 To cooperate fully with and assist the JPA and any insurer, claims adjuster, financial auditor, or legal counsel retained by the JPA, in all matters relating to this Agreement and to comply with the Bylaws and all policies and procedures adopted by the Board.

ARTICLE 7
MEMBERSHIP

7.0 MEMBERSHIP

- 7.1 Membership in the JPA shall consist of public educational agencies and other public entities which have the powers set forth herein and which agree to comply with the terms of this revised Agreement. Each party which becomes a member of the JPA shall be entitled to all rights and privileges of, and shall be subject to the obligations of, membership as provided herein.
- 7.2 Parties originally forming the JPA and agreeing to comply with the terms of this revised Agreement shall become members of the JPA upon the effective date of this revised Agreement.
- 7.3 For all other public educational agencies or public entities which desire to become members of the JPA after the effective date of this Agreement, such membership is contingent upon such conditions as the Board of Directors may establish. Membership shall become effective upon the date established by the Board. Prospective members may apply for participation in the JPA as provided for in the Bylaws.
- 7.4 An agency or entity which has previously been a Member of the JPA may apply for reinstatement in accordance with subsection 7.3 provided that:

- 7.4.1 If the agency or entity has previously withdrawn from the JPA in accordance with subsection 7.5 of this revised Agreement, a period of no less than thirty-six months must have elapsed since the effective date of withdrawal, and the agency or entity may be required to repay all asset disbursements made to it at the time of withdrawal plus any fees, costs, or expenses which may be required by the Board.
- 7.4.2 If the agency or entity has previously been involuntarily terminated from membership in accordance with Article 11.1 of the Bylaws, all asset disbursements made to the agency or entity at the time of withdrawal may be required to be repaid and written assurances satisfactory to the Board must be provided that the circumstances which caused the involuntary termination will not reoccur.
- 7.5 Any Member having completed three (3) consecutive years as a Member of the JPA may voluntarily withdraw from its status as a Member and a party to the joint powers Agreement at the end of any Calendar Year by notifying the Executive Committee of the JPA in writing prior to June 30th of the Calendar Year of withdrawal. Any Member Agency which has notified the Executive Committee of withdrawal as provided herein may, with the consent of the Executive Committee, rescind such withdrawal by giving written notice to the Executive Committee no later than November 1st of the Calendar Year of withdrawal. Unless rescinded as provided herein, such withdrawal shall be effective at the end of the Calendar Year. Members withdrawing voluntarily are subject to the conditions for withdrawal set forth in the Bylaws.
- 7.6 The voluntary withdrawal or expulsion of any Member Agency shall not terminate its responsibility to cooperate fully with the JPA in determining and processing eligibility and enrollment; pay any Contributions and/or assessments determined by the Board to be due and payable for each program year in which it participated; provide the JPA with information necessary for the JPA to carry out the purposes of this Agreement; and cooperate with and assist the JPA, any insurer, financial auditor, claims adjuster or legal counsel retained by the JPA in all matters relating to this Agreement.
- 7.7 All Members hereby agree to be bound by the terms of this Agreement, the Bylaws and all policies and procedures currently in effect and as may be hereinafter revised or adopted.
- 7.8 Each of the Members hereby agrees to consider the implementation in its agency of the health management and cost containment guidelines developed by the Board of Directors.

ARTICLE 8 BOARD OF DIRECTORS

8.0 BOARD OF DIRECTORS

A Board of Directors is hereby established to direct and control the JPA.

8.1 Composition of the Board of Directors

- 8.1.1 Each Member of the JPA which has less than 500 active covered employees under the JPA's health and welfare plans shall be entitled to appoint to the Board of Directors one management representative and one alternate who shall be designated in writing. Said representative and said alternate must be employees or officers of the Member, shall have the authority to bind the Member on all matters pertaining to this Agreement, and shall serve at the pleasure of the Member by whom appointed. Only the designated representative or designated alternate may represent a Member, and each shall be invited to attend all meetings of the Board of Directors. The designated representative and designated alternate may invite members of their agencies' staffs or consultants to attend meetings of the Board of Directors in an advisory capacity only.
- 8.1.2 Each Member of the JPA which has 500 or more active covered employees under the JPA's health and welfare plans shall be entitled to appoint to the Board of Directors two management representatives and one alternate who shall be designated in writing. Said representatives and said alternate must be employees or officers of the Member, shall have the authority to bind the Member on all matters pertaining to this Agreement, and shall serve at the pleasure of the Member by whom appointed. Only the representatives or designated alternate may represent the Member, and each shall be invited to attend all meetings of the Board of Directors. The designated representatives and designated alternate may invite members of their agencies' staffs or consultants to attend meetings of the Board of Directors in an advisory capacity only.
- 8.1.3 In addition to the representative and alternates identified in 8.1.1 and 8.1.2 above, recognized employee bargaining organizations of Member Agencies are entitled to appoint a number of at-large representatives to the Board of Directors equal to 33%, or the nearest whole number in the event of a fraction (.5% and over rounds up), of the number of board representatives (not including alternates) appointed pursuant to 8.1.1 and 8.1.2 above. The employee bargaining organization representatives must be active covered employees of a JPA Member. Each bargaining organization shall be entitled to a number of representatives which is in direct proportion to the number of active covered employees it represents as of January 1 of the current even numbered year. All fractions will be rounded down to the nearest even number. Such appointment must be in writing and the representative may serve at the pleasure of the appointing organization until replaced, or the number of representative entitlement reduces, or if the representative violates any provisions of the JPA Agreement.
- 8.1.3.1 An employee bargaining organization is defined as a local, state or nationally recognized labor association which has exclusive bargaining rights for an identified group of employees at a Member Agency.
- 8.1.4 In addition to the representatives and alternates identified in 8.1.1, 8.1.2 and 8.1.3 above, covered retiree Participants are entitled to elect an at-large representative to

the Board of Directors. Elections for the retiree representative shall be by mail ballot every two years from a list of self-nominated covered retiree Participants. In the event of a vacancy, the Board of Directors President shall appoint a retiree representative for the balance of the two-year term.

8.1.4.1 A covered retiree Participant is a MCSIG member who has continued their MCSIG coverage since retiring from the Member Agency.

8.1.4.2 The at-large retiree representative shall be neither a Member representative nor an employee bargaining organization representative, eligible for election to the Executive Committee pursuant to the Bylaws.

8.2 Each designated representative shall have one vote, which may be cast only by the designated representative or, in his/her absence by the designated alternate. No proxy or absentee votes shall be permitted.

8.3 No business may be transacted by the Board without a quorum of its members being present. A quorum shall consist of not less than a majority of the designated representatives of the JPA. Except as otherwise provided, a vote of the majority of those designated representatives and designated alternates entitled to vote who are present at a meeting of the Board of Directors shall be sufficient to constitute action provided that a quorum is present. In the event of a tie vote, the motion or action fails.

8.4 The powers of the Board shall be all of the powers of the JPA not specifically reserved to the Member Agencies by this Agreement and shall include, but not be limited to, the powers enumerated in Articles 3.0, 4 and 10 of this Agreement and the following:

- Approval of coverage programs and plan design;
- Approval of Contribution rates and the method of which Contributions will be paid to the JPA;
- Approval of additional assessments during the year if necessary or appropriate, to allow for increased costs and expenses as they may occur;
- Development, implementation and revision of the JPA Bylaws;
- Creation and dissolution of advisory, working and ad-hoc committees; and
- Creation and dissolution of an Executive Committee as provided in the JPA Bylaws and delegation of any of its powers to the Executive Committee

8.5 No one serving on the Board of Directors shall receive any salary or compensation from the JPA for service on the Board of Directors.

8.6 The Board of Directors may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it will hold at least four regular Board of Directors meetings each Fiscal Year. The date, time, and place for each such regular meeting shall be fixed by action of the Executive Committee. Advance notice will be filed with each Member of the JPA for all Board of Directors Meetings. Additional special meetings may be called by the President or Executive Director or upon the petition

of not less than five members of the Board. Such petition is to be addressed to the President of the Board

- 8.7 All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (sections 54950, et seq., of the California Government Code), as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Board of Directors not inconsistent therewith. The Board shall conduct its business in accordance with Roberts Rules of Order.
- 8.8 Except as otherwise provided or permitted by law, all meetings of the Board of Directors shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members of the JPA true and correct copies of the minutes of such meetings.
- 8.9 The Board of Directors of the JPA shall develop suggested guidelines for health management and cost containment practices.

ARTICLE 9 BYLAWS AND ADMINISTRATIVE POLICY AND PROCEDURES

The Board shall, through resolution, adopt, rescind or amend Bylaws and shall adopt Administrative Policies and Procedures consistent with applicable law and this Agreement to govern the day to day operation of the JPA. Each Board Member shall receive a copy of the Bylaws and administrative policies and procedures developed under this Article. Amendment of the Bylaws requires a resolution approved by two-thirds of the members of the Board of Directors.

ARTICLE 10 FINANCIAL

10. FINANCIAL

The Board of Directors shall insure that a complete and accurate system of accounting of the JPA shall be maintained at all times consistent with established auditing standards and accounting procedures.

- 10.1 The JPA shall operate on a Fiscal Year from July 1st to June 30th.
- 10.2 The Board of Directors shall annually, on or before June 30th, adopt a budget showing each of the purposes for which the JPA will need money and the estimated amount of money that will be needed for each such purpose for the ensuing Fiscal Year. A copy of the budget shall be transmitted to each of the participating members.
- 10.3 Each Member of the JPA who is a public educational agency in Monterey County hereby agrees to authorize the Monterey County Superintendent of Schools to transfer from its general fund any required Contributions and assessments as calculated and specified in the Bylaws. Other agencies shall be billed on an itemized invoice for required Contributions.

- 10.4 Annual assessments, as approved by the Board of Directors for each Member of the JPA, shall be determined in accordance with procedures established by the Board of Directors and filed with each Member.
- 10.5 If the total obligations against all the Members of the JPA exceed in any year the total amount of operating and reserve funds established by the Board of Directors, the Members may be assessed a pro rata share of the additional Contributions as determined by the Board of Directors.
- 10.6 At least once annually all expenditures of funds of the JPA shall be reviewed and ratified by the Board of Directors.
- 10.7 A general fund shall be established and maintained to receive monies of the JPA. The JPA shall accept and deposit in the JPA general fund all monies received by it including monies from any of the following sources:
- 10.7.1 Members Contributions, including assessments and any other charges.
 - 10.7.2 Interest and other investment income.
 - 10.7.3 Refund of insurance premiums and excess loss claims.
 - 10.7.4 Subrogation recoveries.
 - 10.7.5 Grants from any public agency or private company.
- 10.8 The general fund shall expend monies for the purpose of the operation of the JPA and the health and benefit program. Such expenses shall be necessary and appropriate as determined by local or state regulations.
- 10.9 Imprest accounts shall be established and maintained out of monies received by and deposited in the general fund. Monies shall be transferred from the general fund to the imprest account solely for the purposes of paying claims of the members. This account shall be established at a national, state, or local bank whose deposits are insured in the Federal Deposit Insurance Corporation.
- 10.10 The Treasurer of Monterey County is the designated depository of the JPA.
- 10.11 The JPA is strictly accountable for all funds received and dispersed by it and, to that end, the JPA shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provisions of applicable law or any resolution of the JPA. Books and records of the JPA in the hands of the Treasurer of the JPA shall be open to inspection at all reasonable times by representatives of the Members. The JPA, as soon as practical after the close of each Fiscal Year, shall give, or cause to be given, a complete written report of all financial activities for such Fiscal Year to each member of

the Board of Directors and to the chief administrative officer of each Member of the JPA.

- 10.12 The Executive Committee shall make, or contract with a certified public accountant to make, an annual audit of the accounts, records, and financial affairs of the JPA. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for Special Districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a certified public accountant, a report thereof shall be filed as a public record with each of the Members of the JPA, and also with the Auditor-Controller of Monterey County. Such reports shall be filed within twelve (12) months of the end of the Fiscal Year under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants in making the audit(s) provided for herein, shall be appropriate administrative charges against the funds of the JPA.
- 10.13 The Monterey County Superintendent of Schools shall draw warrants to pay demands against the JPA when such demands have been duly approved by the Executive Director and Treasurer of the JPA.
- 10.14 No part of the revenues or assets of the JPA shall inure to the benefit of, or be distributed to its Members, officers, employees, Participants or other persons except as provided in Article 11. Upon two-thirds vote of the entire MCSIG Board, the Board may declare excess assets-undesignated available for the exclusive use of granting any number of monthly rate holidays or adjustments. The Board shall adopt a policy outlining the details and process for calculating, declaring and utilizing excess assets for monthly rate holidays or adjustments.
- 10.15 The JPA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

ARTICLE 11

DISSOLUTION OF JPA AND DISPOSITION OF PROPERTY AND FUNDS

11. TERMINATION OF AGREEMENT

- 11.1 This Agreement may be terminated effective at the end of any Fiscal Year by affirmative action of two-thirds (2/3) of the then participating Member Agencies; provided, however, that the JPA and this Agreement shall continue to exist for the purpose of disposing of liabilities, distribution of assets, and all other functions necessary to conclude the affairs of the JPA.
- 11.2 Upon termination of this Agreement, all assets of the JPA shall be distributed only among the parties to the Agreement on the effective date of termination. The Board shall

determine such distribution within six months after the last pending claim covered by this Agreement has been adjudicated.

11.3 The Board is vested with all powers of the JPA for the purpose of concluding and dissolving the business affairs of the JPA. These powers shall include the power to require Member Agencies to pay their share of any calculated Contributions and/or assessments deemed necessary by the Board for final disposition of all claims covered by this Agreement.

11.4 In the event of the dissolution of the JPA, the complete rescission or other final termination of the Joint Powers Agreement by the Members then a party to the Agreement, the following shall occur:

11.4.1 The Board of Directors shall establish each Member's pro-rata share of any remaining cash balance (reserves) based on Members percentage of assessments paid into JPA during the Member's previous twelve months participation in the JPA.

11.4.2 Any real and/or personal property interests and other assets remaining in the JPA following a discharge of all liabilities and obligations shall be disposed of by the Executive Committee. Proceeds from disposition shall be disposed of by the Executive Committee. Proceeds from disposition shall be distributed to Members based on each Member's pro-rata share of assessments paid into JPA during the Member's previous twelve months' participation in the JPA, providing that assets are of sufficient value to defray the cost of disposition.

11.4.3 The dissolution of the JPA shall be filed in writing with the State of California by the JPA.

ARTICLE 12 AMENDMENTS

This revised Agreement may be amended at any time with a subsequent written Agreement signed by two-thirds (2/3) of Member Agencies of the JPA. Any such amendment shall be effective upon the date that two-thirds (2/3) of Member Agencies have signed the amendment, unless otherwise provided in the amendment.

ARTICLE 13 CONSTRUCTION & SEVERABILITY

In the event of any litigation over the meaning of this Agreement or the authority of any Member Agency of the JPA, this Agreement shall be liberally construed to effectuate its purposes. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE 14
HOLD HARMLESS AND INDEMNIFICATION

14. HOLD HARMLESS AND INDEMNIFICATION

- 14.1 Member Agencies agree and covenant to defend, hold harmless and indemnify the JPA, its Member Agencies, elected officers, employees and volunteers from any claim, damage or liability in connection with Contributions, assessments, deposits, or coverage; acts, errors, omissions or breach or default of any member or any person or entity acting on behalf of any Member in the performance of any of its obligations under this Agreement; and/or decisions to expel a Member Agency, with or without cause, pursuant to this Agreement and any applicable provisions of the Bylaws.
- 14.2 The JPA shall indemnify, defend and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents and representatives with respect to any loss, damage, injury, claim, litigation or liability, including attorney's fees and costs, arising out of or in any way related to the creation of operation, functioning, decisions or actions of the JPA or the JPA's officers, officials, employees, agents or representatives.
- 14.3 The provision of indemnity set forth in this Section shall not be construed to obligate the JPA to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.
- 14.4 Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member Agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6 each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member Agency indemnifies and holds harmless each other Member and the JPA, for any loss, cost or expense, including reasonable attorney's and consultant fees, that may be imposed upon or incurred by such other Member Agency or the JPA solely by virtue of Government Code Section 895.2.
- 14.5 Notwithstanding the provisions of 14.1 through 14.4 above, by a two-thirds vote of the Board, the Board may approve the expenditure of JPA funds to defend, indemnify and hold the JPA, members of the Board and any employee or agent of the JPA free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the JPA.

- 14.6 The JPA may self-fund or purchase insurance, and/or require the Member Agencies to self-fund or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.
- 14.7 Per Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of the parties to this Agreement. In addition, it is expressly agreed by all parties to this revised Agreement and by the Board of Directors that, in contemplation of Sections 895.6 and 6508.1 of the California Government Code respecting the right of contribution of public entities that are parties to a joint powers agreement, no public entity a party hereto shall be jointly or severally liable upon any judgement for damages caused by a negligent or wrongful act or omission to act occurring in the performance of this revised Agreement, which judgment is rendered or imposed upon any one of the Member Agencies or upon the entity created by this revised Agreement, unless the party shall have authorized or consented to the same by an appropriately adopted resolution.
- 14.8 The JPA may insure itself, to the extent required by law and deemed appropriate by the Board of Directors, against loss, liability, and claims arising out of or connected with this revised Agreement.

ARTICLE 15 COMPLETE AGREEMENT

The foregoing constitutes the full and complete agreement of the parties regarding the JPA Agreement. There are no oral understandings or agreements between the parties regarding the JPA Agreement that are not set forth in writing herein. This Agreement supersedes prior versions noted on the Cover Page. Some Member Agencies may have a Participation Agreement currently in effect with the JPA. Any and all Participation Agreements currently in effect between the JPA and a Member Agency remain in full force and effect.

ARTICLE 16 EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

ARTICLE 17 ENFORCEMENT

The JPA is hereby given authority to enforce this Agreement. In the event suit is brought upon this revised Agreement by the JPA and judgment is rendered against a Member, the Member shall pay all costs incurred by the JPA, including reasonable attorney's fees as fixed by the court.

ARTICLE 18 DISPUTE RESOLUTION

18. DISPUTE RESOLUTION

When a dispute arises between the JPA and a Member, the following procedures are to be followed:

- 18.1 Request for Reconsideration. The Member will make a written request to the JPA for the Governance Committee to review their position, citing the arguments in favor of the Member and any applicable case law that applies. The Member can also request a personal presentation to the Governance Committee if it so desires.
- 18.2 The Governance Committee will review the matter and consider the JPA's position. The Governance Committee may seek the assistance of other JPA Committees, JPA staff or outside experts. This appeal process is intended to be an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the Member requesting reconsideration is represented on any of the Committees involved in the review, that Member shall be deemed to have a conflict and shall be excluded from any vote.
- 18.3 If the Member is not satisfied with the outcome of the Governance Committee appeal, the Member may request that the matter be set as an agenda item of the Executive Committee for further reconsideration. If the Member requesting reconsideration is represented on the Executive Committee, that Member shall be deemed to have a conflict and shall be excluded from any vote.
- 18.4 If the Member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration will be non-binding unless the parties mutually agree, in advance of the arbitration process, to binding arbitration. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If binding arbitration is selected, then the decision of the arbitrator is final and both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved Member and the JPA.
- 18.5 If, after following the dispute resolution procedure paragraphs 18.1-18.4, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 19 APPLICABLE LAW AND FORUM

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be initiated and maintained in the Superior Court of the County of Monterey, State of California, in any other

appropriate court in that county or in the Federal District Court in the Northern District of California.

ARTICLE 20 ACCEPTANCE OF SERVICE OF PROCESS

The Board of Directors, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its members as an officer for the purpose of receiving service on behalf of the Board of Directors.

In the event that any legal action is commenced against the JPA, service of process on the JPA shall be made by personal service upon the Executive Director or President of the JPA, or in such other manner as may be provided by law.

ARTICLE 21 WAIVERS & MODIFICATIONS

Subject to the following exception, no provision of this Agreement may be waived or modified. Notwithstanding the foregoing, the Board of Directors may, upon a two-thirds vote of the Board of Directors at a properly noticed public meeting, waive or modify any provision of Sections 7.4 and/or 7.5 of this Agreement. No waiver or modification of any provision of Sections 7.4 or 7.5 of this Agreement will apply toward the same provision at a different time.

ARTICLE 22 CONFLICT OF INTEREST

No officers, official or employee of the JPA shall have any Qualifying Economic Interest, direct or indirect, in the JPA nor shall any such person participate in any decision relating to the JPA which affects his or her personal or private economic interests in violation of any State law or regulation.

ARTICLE 23 BOOKS & RECORDS

All books, records, accounts and documents of the JPA shall be available at any reasonable time to the Board members and, to the extent provided by the California Public Records Act (Government Code Section 6250 et. Seq.) shall be public records. This Section does not authorize the release of any confidential documents which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

ARTICLE 24 PRINCIPAL OFFICE

The principal office of the JPA shall be that of the office of the Executive Director or as from time to time designated by the Board.

**ARTICLE 25
SUCCESSORS & ASSIGNMENT**

In the event of a reorganization or consolidation of one or more of the public agencies participating in this Agreement, the successor in interest or successors in interest to the obligations of any such reorganized or consolidated public agency may be substituted as a party or as parties to this Agreement. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Board.

**ARTICLE 26
NOTICES**

Notices permitted or required to be sent to the Member Agencies pursuant to this Agreement shall be sent by U.S. Postal Service or other reputable delivery service addressed to the Member Agency at each Member Agency's official business address and directed to the attention of that agency's Board member.

**ARTICLE 27
FILING WITH SECRETARY OF STATE**

The Board of Directors shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State and with the County Clerk. The Executive Director of the JPA is directed to file with the office of the California Secretary of State a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Section 6503.5; and shall file with the County Clerk a statement as required by California Government Code Section 53051; and shall file all other official notices as may be required by law.

IN WITNESS WHEREOF, the parties have caused this revised Agreement to be executed by their respective duly-authorized representative effective July 15, 2021.

NAME OF MEMBER:

NAME OF MEMBER REPRESENTATIVE:



SIGNATURE OF MEMBER REPRESENTATIVE



CITY OF SEASIDE STAFF REPORT

Item No.: 11.B.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: January 16, 2025

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2024 HOT SPOT PAVEMENT REPAIR PROJECT AND AWARDED A CONSTRUCTION AGREEMENT TO JV LUCAS PAVING INC. FOR AN AMOUNT NOT TO EXCEED \$614,032.50 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF AN AMOUNT NOT TO EXCEED \$706,137.38

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the 2024 Hot Spot Pavement Repair Project.

BACKGROUND

On March 2, 2023, the City Council approved the Streets Pavement Rehabilitation Funding Policy (Policy). 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 2023-24 year-end operating surplus yielded \$850,556.00 to be committed to this year's pavement rehabilitation project.

Similar to last year, the Project evaluations present a mixture of permanent repairs 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 as a stop gap measure until funding is obtained for more appropriate treatment. PEI identified 501 locations amounting to over \$7 million in pavement repairs. The evaluations were prioritized

based upon the available budget.

PEI completed the Project bid documents which, includes 4 inch deep "dig out" pavement repairs totaling 15,000 square feet on seven street segments and 1 1/2 inch thin maintenance overlays on eight street segments. The latter is intended as a stop-gap measure.

The design was complete, and the Project was released for construction bids on November 7, 2024. Six bids were received and opened on December 5, 2024, from the following contractors:

Contractor	Base Bid	Alternate 1	Alternate 2	Alternate 3	Total
Coastal Paving & Excavating Inc.	\$849,157.00	\$14,508.00	\$32,380.00	\$19,870.00	\$915,915.00
The Don Chapin Co.	\$818,081.00	\$14,440.00	\$24,122.00	\$23,750.00	\$880,393.00
McKim Corporation	\$625,801.75	\$27,912.48	\$37,558.40	\$27,577.02	\$718,849.65
Monterey Peninsula Engineering	\$587,732.00	\$25,580.00	\$29,252.00	\$36,352.00	\$678,916.00
Graniterock Co.	\$588,962.00	\$11,018.00	\$37,120.00	\$26,504.00	\$665,115.42
JV Lucas Paving Inc.	\$538,942.50	\$19,790.00	\$28,870.00	\$26,430.00	\$614,032.50

The award of the contract is based upon the total Base Bid plus Alternate 1, Alternate 2, and Alternate 3. Based upon the bids submitted, JV Lucas Paving Inc. is the lowest responsive and responsible bidder, with a bid of \$614,032.50. Staff reviewed JV Lucas Paving Inc.'s bid and determined that the bid is responsive, and the bidder and subcontractors have the necessary qualifications and experience level to satisfactorily perform all work within the project scope. Staff evaluated the Alternate 1, 2 & 3 Bid Schedule against the available funding sources, and is recommending to award the Base Bid plus Alternate 1, Alternate 2, and Alternate 3 to JV Lucas Paving Inc. for an amount not to exceed \$614,032.50.

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 alternation 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 pavement rehabilitation and would not result in an expansion or significant modification of the existing roadway. Therefore, there are no significant activities associated with the 2024 Hot Spot Pavement Repair Project.

FISCAL IMPACT

The proposed construction agreement with JV Lucas Paving Inc. is for an amount not to exceed \$614,032.50. A construction contingency of 15%, or \$92,104.88 is appropriate for a project of this scope for a total construction amount of \$706,137.38. The 2024 Hot Spot Pavement Repair Project was approved in the FY 24/25 Capital Improvement Program, funded through the General Fund with an available budget of \$850,556.00. There are sufficient funds in the account (212-8920-9600) to execute the construction contract.

ATTACHMENTS

1. Resolution
2. JV Lucas Paving Inc. Construction Agreement
3. Plans_2024 Hot Spot Pavement Repair
4. Specifications_2024 Hot Spot Pavement Repair

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR 2024 HOT SPOT PAVEMENT REPAIR PROJECT AND AWARDING A CONSTRUCTION AGREEMENT TO THE JV LUCAS PAVING INC. FOR AN AMOUNT NOT TO EXCEED \$614,032.50 AND TOTAL PROJECT CONSTRUCTION COST, INCLUDING A 15% CONTINGENCY, OF \$706,137.38.

WHEREAS, 2024 Hot Spot Pavement Repair Project (Project) design entails field investigation and evaluation of pothole locations based upon the Public Works frequently requested locations and See Click Fix reported pothole locations; and

WHEREAS, 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 2024 Hot Spot Pavement Repair Project which includes 15,000 square feet of pavement "dig out" repairs and thin maintenance overlays on eight roadway sections; and

WHEREAS, on November 7, 2024, the project was released for construction bids, and on December 5, 2024, six bids were received; and

WHEREAS, the basis of award was determined by the total base bid plus alternate 1, 2, & 3; and

WHEREAS, JV Lucas Paving Inc. was determined to have the lowest responsive and responsible bid in the amount of \$614,032.50 for the base bid plus alternate 1, 2, & 3; and

WHEREAS, an amount of \$92,104.88 contingency, 15% of the bid award, should be authorized on an as required basis; and

WHEREAS, JV Lucas Paving Inc. has successfully completed similar work projects for other municipalities in the Bay Area; 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 2024 Hot Spot Pavement Repair Project dated October 2024; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with JV Lucas Paving Inc. for a total agreement amount not to exceed of \$614,032.50; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 15% contingency for written amendments, extensions, and change orders to the construction agreement outlined above such that the full value may not exceed \$706,137.38.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 16th day of January, 2025, 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

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **16th** day of **January, 2025**, by and between **JV Lucas Paving Inc.** whose place of business is located at **865 Howe Road, Martinez, CA 94553** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. ____ adopted on the 16th day of January, 2025 awarded to Contractor the following Contract:

PROJECT NUMBER 212-8920-9600-GF

**2024 Hot Spot Pavement Repair Project
located at
various streets throughout Seaside, California, 93955**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum Six Hundred Fourteen Thousand, Thirty Two Dollars and Fifty Cents (\$614,032.50) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Final Completion of the entire Work within **forty five (45)** Working Days from the Commencement Date.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated **Leslie Llantero** as its Project Manager to act as Owner's Representative in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.02 Architect/Engineer

- A. **Pavement Engineering Inc.** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. Contractor shall pay Owner:
1. **One Thousand Dollars (\$1,000.00)** per calendar day per street that surface paving is not completed if more than 5 working days after cold planing;
 2. **Two Hundred Fifty Dollars (\$250.00)** per transition and/or the cost of City crews to maintain or fix temporary pavement transitions until final paving is performed;
 3. **One Thousand Dollars (\$1,000.00)** per calendar day per street that does not receive permanent striping within the allotted time range indicated in the scheduled.
- B. As liquidated damages for delay Contractor shall pay Owner **one thousand two hundred dollars (\$1,200.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0115	List of Drawings
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7201	Supplementary Conditions
Document 00 7316	Supplementary Conditions – Insurance
Document 00 9113	Addenda
Document 01 1100 through 01 7700	General Requirements
TS -1 through TS-10	Technical Specifications

- 5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

- 6.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 6.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: JV Lucas Paving Inc.

OWNER: The City of Seaside

By: _____
(Signature)

Al Perez
(Print Name)

Its: _____
Vice President
Title (If Corporation: Chairman, President
or Vice President)

By: _____
(Signature)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

By: _____
(Signature)

Craig Malin
(Print Name)

Interim City Manager
(Title)

Attest: _____
City Clerk Signature

Dominique L. Davis
(Print Name)

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

BID FORM TO CITY OF SEASIDE

THIS BID IS SUBMITTED BY:

JV Lucas Paving, Inc.

(Firm/Company Name)

Re: **2024 Hot Spots Pavement Repair Project on various City of Seaside Streets**, Seaside, California 93955.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Seaside in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening, unless there is a bid protest, then 120 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

Addendum Number	ADDENDUM DATE	Signature of Bidder
1	11/27/24	

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in [Section 01 1100 \(Summary of Work\)](#). Quote in figures only, unless words are specifically requested.

BID SCHEDULE - BASE BID

ITEM #	BID ITEM	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization, Bonds, & Insurance	1	LS	31,000	31,000
2	Notification of Residents, Businesses & Agencies	1	LS	2,000	2,000
3	Bicycle, Pedestrian & Traffic Control	1	LS	29,000	29,000
4	Water Pollution Control	1	LS	1,500	1,500
5	Type A Keycut	2,271	LF	1.50	3,406.50
6	Type B Keycut	89	LF	3.00	267
7	Leveling Course "3/8 Type A HMA"	315	TN	220	69,300
8	Maintenance Overlay "3/8 Type A HMA"	938	TN	220	206,360
9*	Remove and Replace 4" HMA	13,580	SF	7.00	95,060
10	Transition A (Remove & Dispose 2" to 4", over 15', Replace 2" HMA)	4,392	SF	8.00	35,136
11	Transition C (Remove & Dispose 2" to 4", over 10', Replace 2" HMA)	641	SF	8.00	5,128
12*	6" Deep Lift Stabilization ("Allowance)	679	SF	15	10,185
13	Fog Seal	1	LS	2,500	2,500
14	Lower Manhole Cover	2	EA	1,300	2,600
15	Adjust Manhole Cover to Finish Grade	8	EA	1,400	11,200
16	Adjust Water Valve Cover to Finish Grade	14	EA	900	12,600
17	Adjust Sewer Cleanout Cover to Finish Grade	2	EA	900	1,800
18	Adjust Survey Monument to Finish Grade	2	EA	1,000	2,000
19	Remove and Dispose Ex. Water Valve Cover, Replace with New Water Valve Cover	1	EA	900	900
20	Pavement Markings and Traffic Stripes (Paint)	1	LS	9,500	9,500
21	Remove Existing Striping (Allowance)	1	LS	7,500	7,500

TOTAL **538,942.50**

The TOTAL BASE BID AMOUNT described in words is:

Five Hundred Thirty Eight Thousand Nine Hundred Forty Two Dollarsand 50 /100 DOLLARS)

*Item not subject to unit price quantities "less than 75 percent or greater than 125 percent of the estimated quantities bid" as outlined in Section 01 2000, 1.03.B "Unit Price Items".

BID SCHEDULE – ALTERNATE 1, as shown on Sheet C13

ITEM #	BID ITEM ALTERNATE 1	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization, Bonds, & Insurance	1	LS	2,000	2,000
2	Notification of Residents, Businesses & Agencies	1	LS	500	500
3	Bicycle, Pedestrian & Traffic Control	1	LS	3,500	3,500
4	Water Pollution Control	1	LS	300	300
5*	Remove and Replace 4" HMA	560	SF	18	10,080
6*	6" Deep Lift Stabilization (Allowance)	26	SF	35	910
7	Pavement Markings and Traffic Stripes (Paint)	1	LS	2,500	2,500
ALTERNATE 1 TOTAL					19,790

The ALTERNATE 1 TOTAL AMOUNT described in words is:

Nineteen Thousand Seven hundred ninety Dollarsand 00 /100 DOLLARS)

*Item not subject to unit price quantities "less than 75 percent or greater than 125 percent of the estimated quantities bid" as outlined in Section 01 2000, 1.03.B "Unit Price Items".

BID SCHEDULE ALTERNATE 2, as shown on Sheet C14

ITEM #	BID ITEM ALTERNATE 2	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization, Bonds, & Insurance	1	LS	2,000	2,000
2	Notification of Residents, Businesses & Agencies	1	LS	500	500
3	Bicycle, Pedestrian & Traffic Control	1	LS	3,000	3,000
4	Water Pollution Control	1	LS	300	300

5*	Remove and Replace 4" HMA	798	SF	15	11,970
6*	6" Deep Lift Stabilization ("Allowance")	40	SF	35	1,400
7	Lower Water Valve Cover	4	EA	900	3,600
8	Adjust Water Valve Cover to Finish Grade	4	EA	900	3,600
9	Pavement Markings and Traffic Stripes (Paint)	1	LS	2,500	2,500
ALTERNATE 2 TOTAL					28,870

The ALTERNATE 2 TOTAL AMOUNT described in words is:

Twenty Eight Thousand Eight hundred Seventy Dollars

and 00 /100 DOLLARS)

*Item not subject to unit price quantities "less than 75 percent or greater than 125 percent of the estimated quantities bid" as outlined in Section 01 2000, 1.03.B "Unit Price Items".

BID SCHEDULE ALTERNATE 3, as shown on Sheet C15

ITEM #	BID ITEM ALTERNATE 3	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization, Bonds, & Insurance	1	LS	1,000	1,000
2	Notification of Residents, Businesses & Agencies	1	LS	500	500
3	Bicycle, Pedestrian & Traffic Control	1	LS	3,000	3,000
4	Water Pollution Control	1	LS	300	300
5	HMA Fill	1,204	SF	15	18,060
6*	Remove and Replace 4" HMA	62	SF	15	930
7	6" Deep Lift Stabilization ("Allowance")	4	SF	35	140
8	Pavement Markings and Traffic Stripes (Paint)	1	LS	2,500	2,500
ALTERNATE 3 TOTAL					26,430

The ALTERNATE 3 TOTAL AMOUNT described in words is:

Twenty Six Thousand Four hundred Thirty Dollars

and 00 /100 DOLLARS)

*Item not subject to unit price quantities "less than 75 percent or greater than 125 percent of the estimated quantities bid" as outlined in Section 01 2000, 1.03.B "Unit Price Items".

SUMMARY OF BID SCHEDULE

TOTAL BASE BID\$ 538,942.50
 Sheets Nos. C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12
 TOTAL ALTERNATE 1\$ 19,790
 Sheet No. C13
 TOTAL ALTERNATE 2\$ 28,870
 Sheet No. C14
 TOTAL ALTERNATE 3\$ 26,430
 Sheet No. C15
 BIDDING SHEET
 TOTAL BID (BASE BID + ALTERNATE 1+ ALTERNATIVE 2+ ALTERNATIVE 3)\$ 614,032.50

Six hundred fourteen thousand thirty two dollars & 50/100
 TOTAL BID IN WORKS (BASE BID + ALTERNATIVE 1+ALTERNATIVE 2+ALTERNATIVE 3)

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the City of Seaside.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

CITY OF SEASIDE
2024 HOT SPOT PAVEMENT REPAIR PROJECT

 11/4/2024
APPROVED BY: ANDREW STERBENZ, P.E.
ACTING CITY ENGINEER


APPROVED BY: PAUL MATEO, P.E.
PAVEMENT ENGINEERING INC.

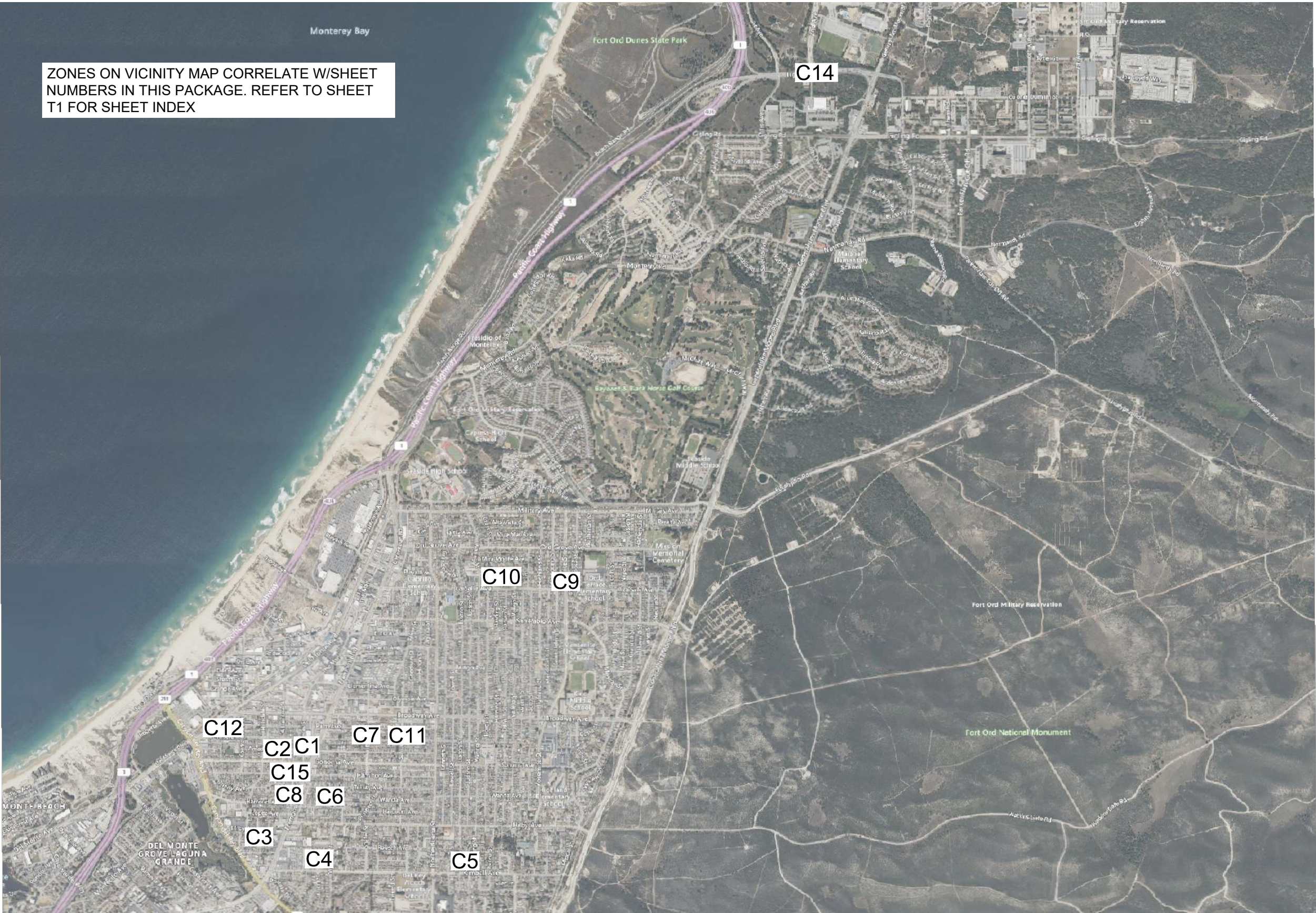


SHEET INDEX	
SHEET NO.	SHEET TITLE / STREET NAME
T1	TITLE SHEET
V1	VICINITY MAP
D1	TYPICAL SECTIONS
D2 - D4	DETAILS
C1	CALAVERAS STREET
C2	ALHAMBRA STREET
C3	TIERRA STREET
C4	CARSON STREET
C5	ISABELLE COURT
C6	WANDA AVENUE
C7	PALM AVENUE & TERRACE STREET
C8	TRINITY AVENUE
C9	YOSEMITE STREET
C10	WARING STREET
C11	ELM AVENUE
C12	ELM AVENUE & IMPERIAL STREET
C13	ALHAMBRA STREET (BID ALTERNATE 1)
C14	LIGHTFIGHTER DRIVE (BID ALTERNATE 2)
C15	HAMILTON AVENUE (BID ALTERNATE 3)



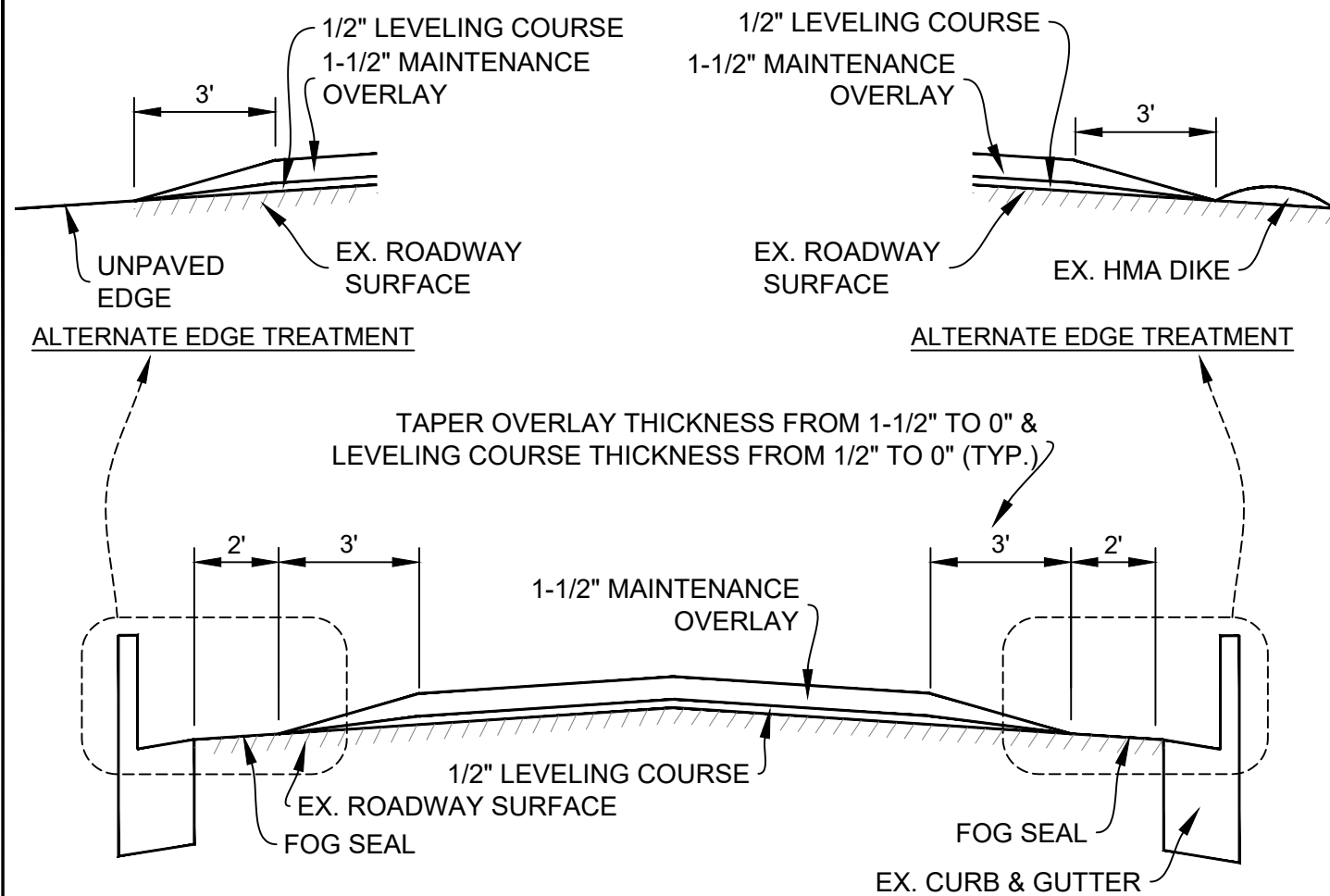
CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT TITLE SHEET		
SCALE	NTS	SHEET NO. T1
DATE	OCTOBER 2024	
DRAWN BY	PKM	

ZONES ON VICINITY MAP CORRELATE W/SHEET NUMBERS IN THIS PACKAGE. REFER TO SHEET T1 FOR SHEET INDEX

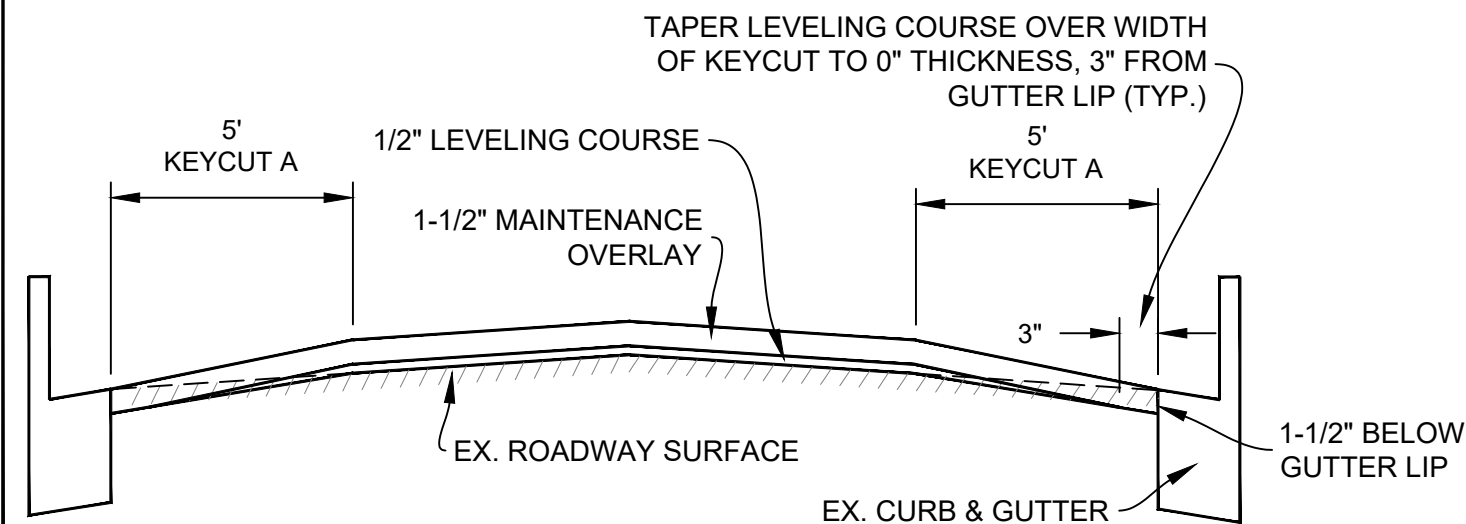


CITY OF SEASIDE
2024 HOT SPOT PAVEMENT REPAIR PROJECT
VICINITY MAP

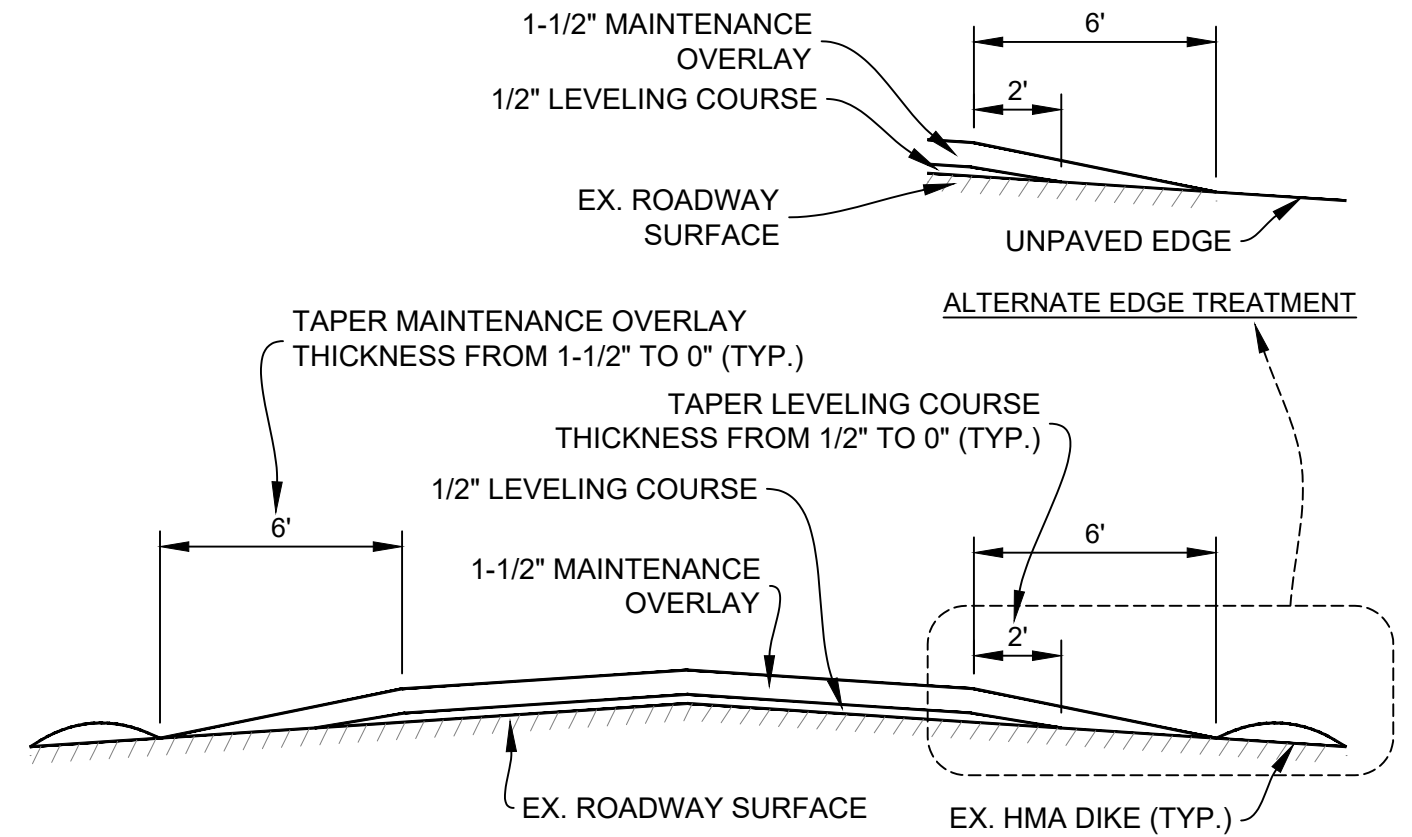
SCALE	NTS	SHEET NO. V1
DATE	OCTOBER 2024	
DRAWN BY	PKM	



TYPICAL SECTION NO. 1
NTS



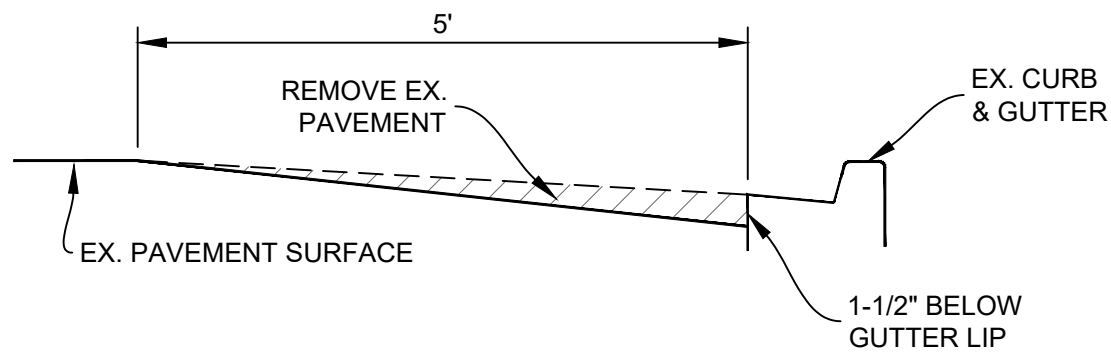
TYPICAL SECTION NO. 3
NTS



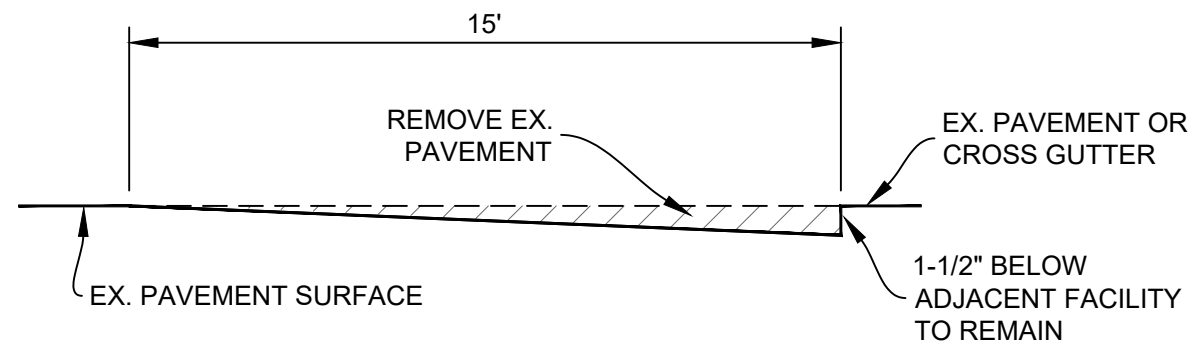
TYPICAL SECTION NO. 2
NTS



CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT TYPICAL SECTIONS		
SCALE	NTS	SHEET NO. D1
DATE	OCTOBER 2024	
DRAWN BY	PKM	



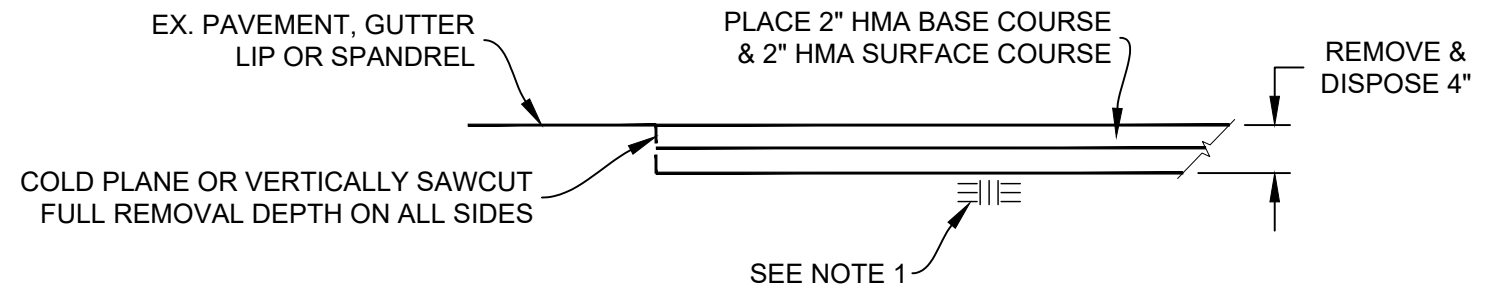
KEYCUT - TYPE A
(LONGITUDINAL KEYCUT)
NTS



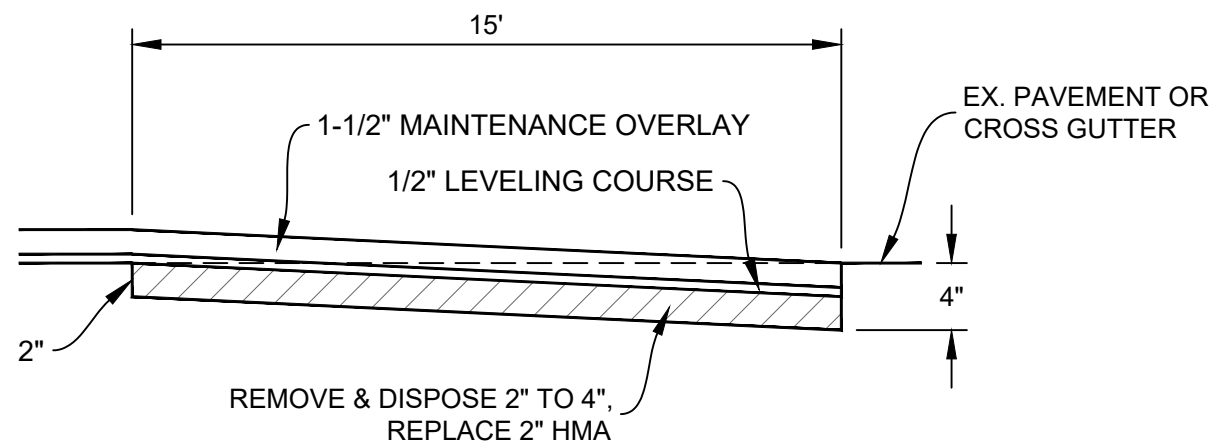
KEYCUT - TYPE B
(TRANSVERSE KEYCUT)
NTS

NOTES:

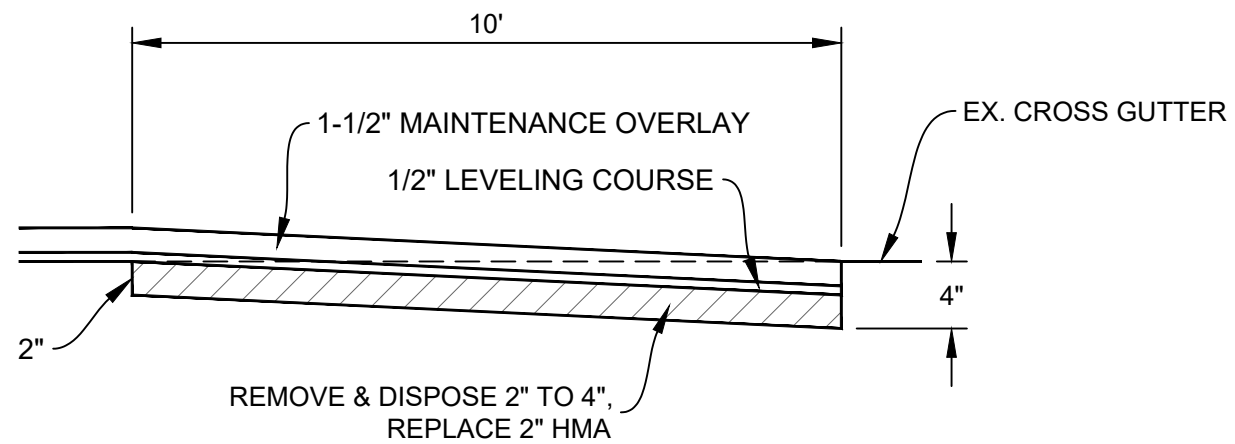
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
2. ALL EDGES SHALL BE VERTICAL TO THE SPECIFIED REMOVAL DEPTH.
3. TACK COAT ALL VERTICAL EDGES PRIOR TO PAVING.
4. ALL REMOVED MATERIAL SHALL BE CLEARED FROM SITE.



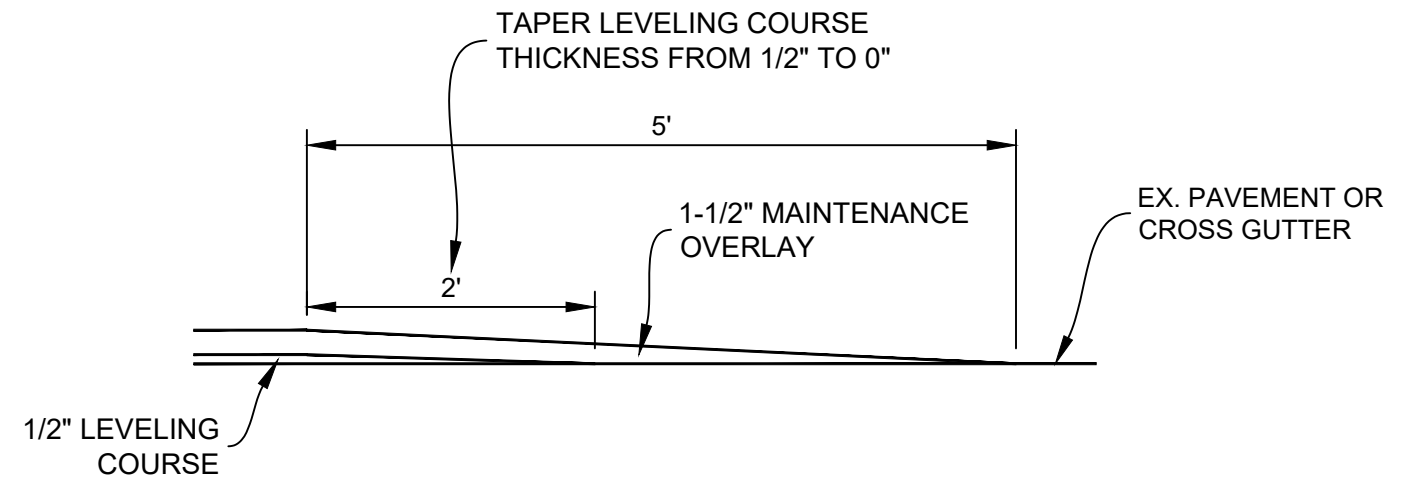
REMOVE & REPLACE 4" HMA
NTS



TRANSITION A WITH TMO
NTS



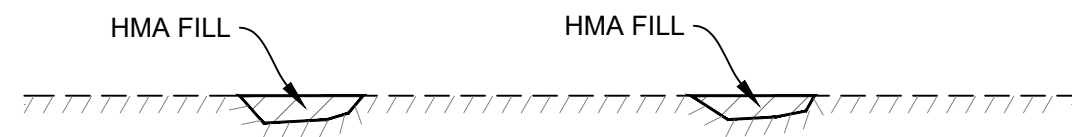
TRANSITION C WITH TMO
NTS



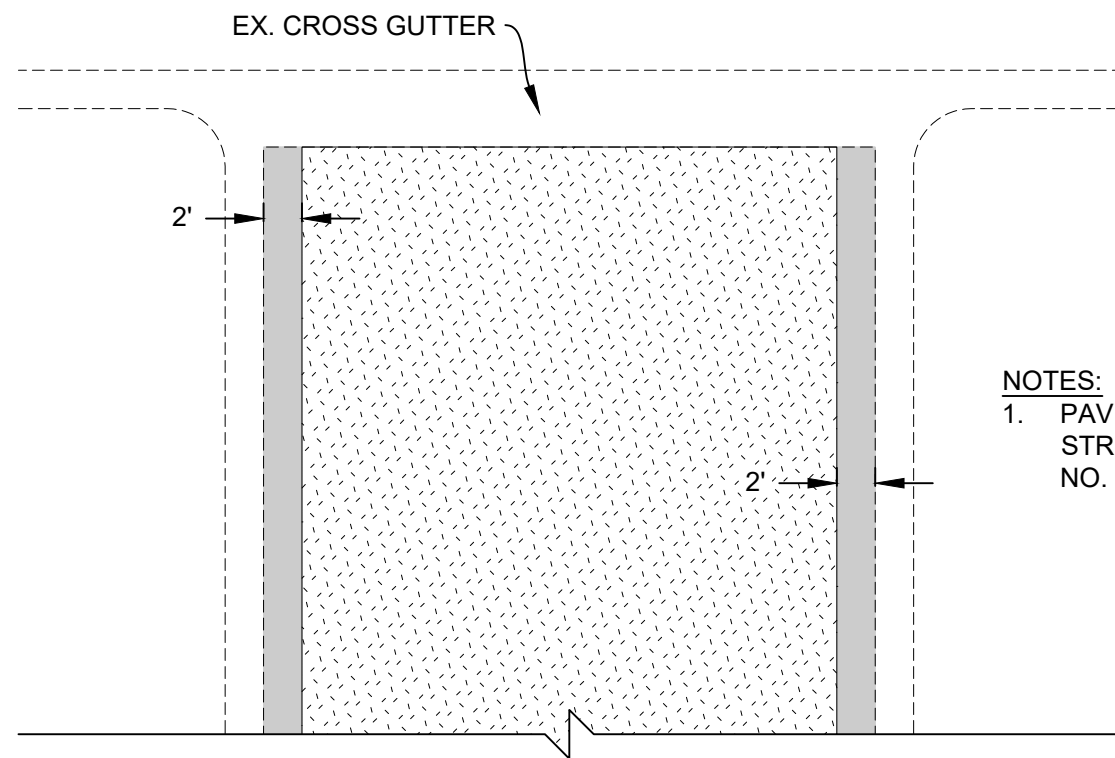
TRANSITION B WITH TMO
NTS

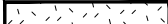
NOTES:

1. HMA FILL SHALL BE PLACED AND COMPACTED UNTIL FLUSH WITH ADJACENT PAVEMENT. NO HUMPING OF FILL WILL BE ALLOWED.

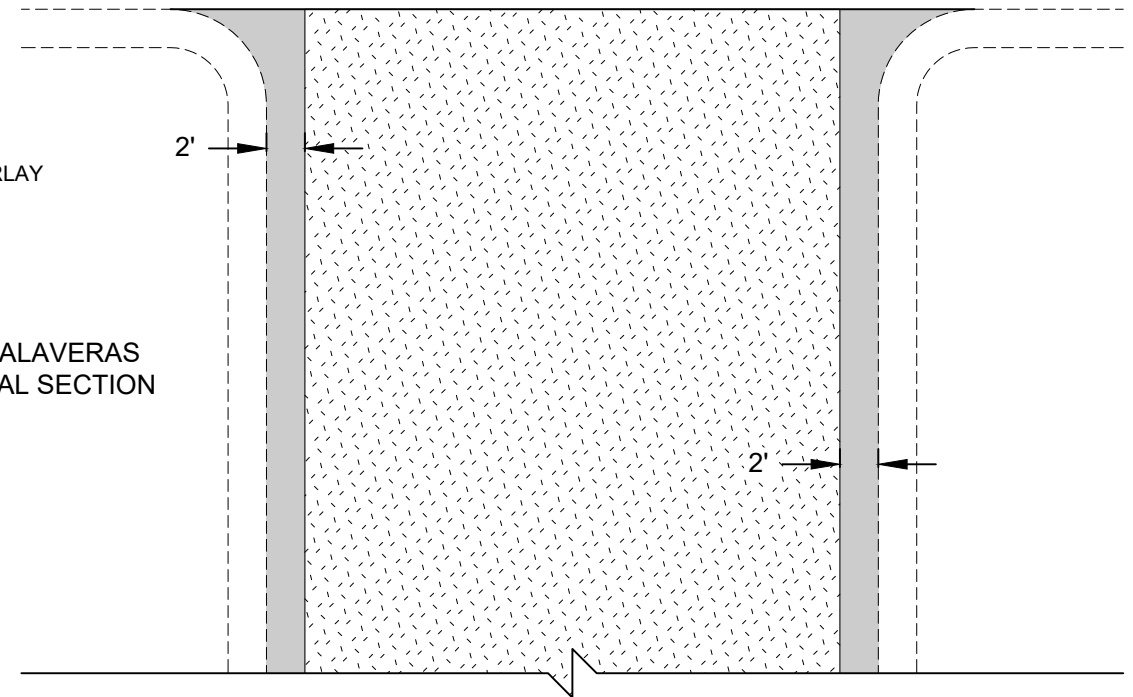


HMA FILL
NTS



 MAINTENANCE OVERLAY
 FOG SEAL

NOTES:
 1. PAVING LIMITS SHOWN ARE FOR WORK ON CALAVERAS STREET AND ALHAMBRA STREET (SEE TYPICAL SECTION NO. 1 ON SHEET D1 FOR MORE DETAIL).

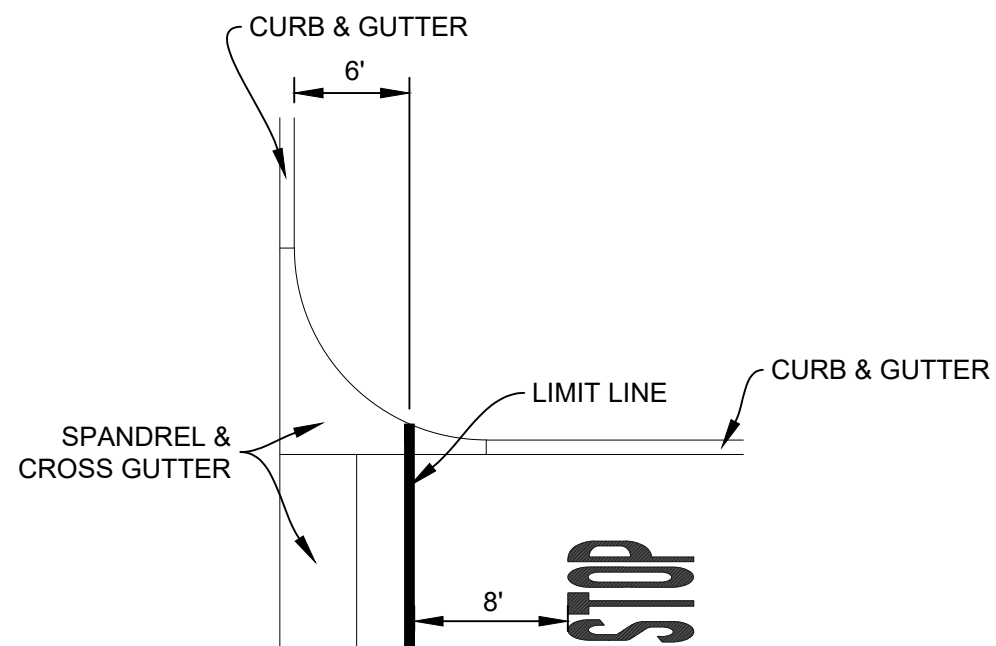
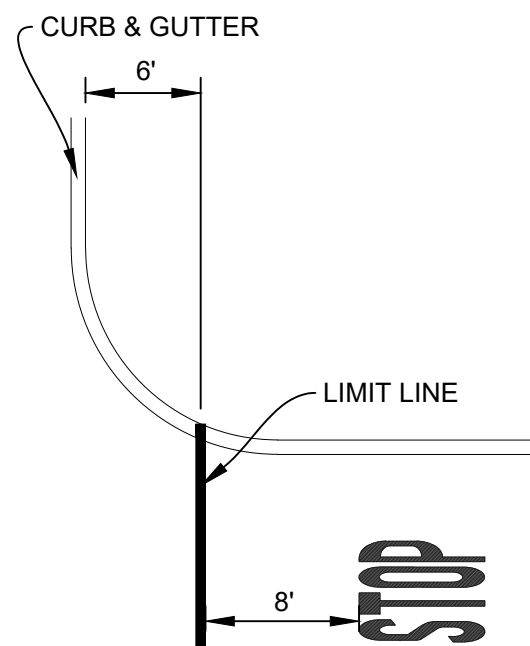


PAVING LIMITS (WITH CROSS GUTTER)

NTS

PAVING LIMITS (NO CROSS GUTTER)

NTS



STOP SIGN STRIPING DETAIL

NTS



CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT DETAILS			SHEET NO. D4
SCALE	NTS		
DATE	OCTOBER 2024		
DRAWN BY	PKM		



MAINTENANCE OVERLAY	
CALAVERAS AVENUE	~179 TONS

LEGEND	
	MAINTENANCE OVERLAY
	TRANSITION A WITH TMO
	WATER VALVE (EX.)
	SANITARY SEWER MANHOLE (EX.)
	FIRE HYDRANT (EX.)
	BLUE RETROREFLECTIVE PAVEMENT MARKER
	12" WHITE LIMIT LINE (PAINT)

- CONSTRUCTION NOTES:
1. CONTRACTOR SHALL ADJUST ALL UTILITY COVERS TO FINISH GRADE AFTER FINAL PAVING.



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT CALAVERAS STREET	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S) 9310822, 15684425 & 16526548		SCALE 1" = 60'	SHEET NO. C1
		DATE OCTOBER 2024	
		DRAWN BY PKM	



LEGEND

	MAINTENANCE OVERLAY
	TRANSITION A WITH TMO
	TRANSITION B WITH TMO
	WATER VALVE (EX.)
	SANITARY SEWER MANHOLE (EX.)
	SURVEY MONUMENT (EX.)
	12" WHITE LIMIT LINE (PAINT)

MAINTENANCE OVERLAY

ALHAMBRA STREET

~95 TONS



CONSTRUCTION NOTES:

1. CONTRACTOR SHALL ADJUST ALL UTILITY COVERS TO FINISH GRADE AFTER FINAL PAVING.



FOR CITY OF SEASIDE
USE ONLY

CITY OF SEASIDE
2024 HOT SPOT PAVEMENT REPAIR PROJECT
ALHAMBRA STREET

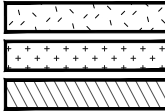
SEE-CLICK-FIX IDENTIFICATION NUMBER(S)
7184972, 8970285, 11695118, 11695592,
13417083, 13657657, 13878943, 14670161,
14874609, 16272284 & 16352210

SCALE 1" = 60'
DATE OCTOBER 2024
DRAWN BY PKM

SHEET NO.
C2



LEGEND



MAINTENANCE OVERLAY

REMOVE & REPLACE 4" HMA

TRANSITION A WITH TMO



SANITARY SEWER MANHOLE (EX.)



FIRE HYDRANT (EX.)



BLUE RETROREFLECTIVE PAVEMENT MARKER



12" WHITE LIMIT LINE (PAINT)

REMOVE & REPLACE 4"

1

~360 SF

TOTAL (SF)

~360 SF

MAINTENANCE OVERLAY

TIERRA STREET

~207 TONS

TYPICAL SECTION NO. 2

TYPICAL SECTION NO. 2

PLACER ST.

TIERRA ST.

HILBY AVE.

THERESA ST.

CONSTRUCTION NOTES:

1. CONTRACTOR SHALL ADJUST ALL UTILITY COVERS TO
FINISH GRADE AFTER FINAL PAVING.



FOR CITY OF SEASIDE
USE ONLY

CITY OF SEASIDE
2024 HOT SPOT PAVEMENT REPAIR PROJECT
TIERRA STREET

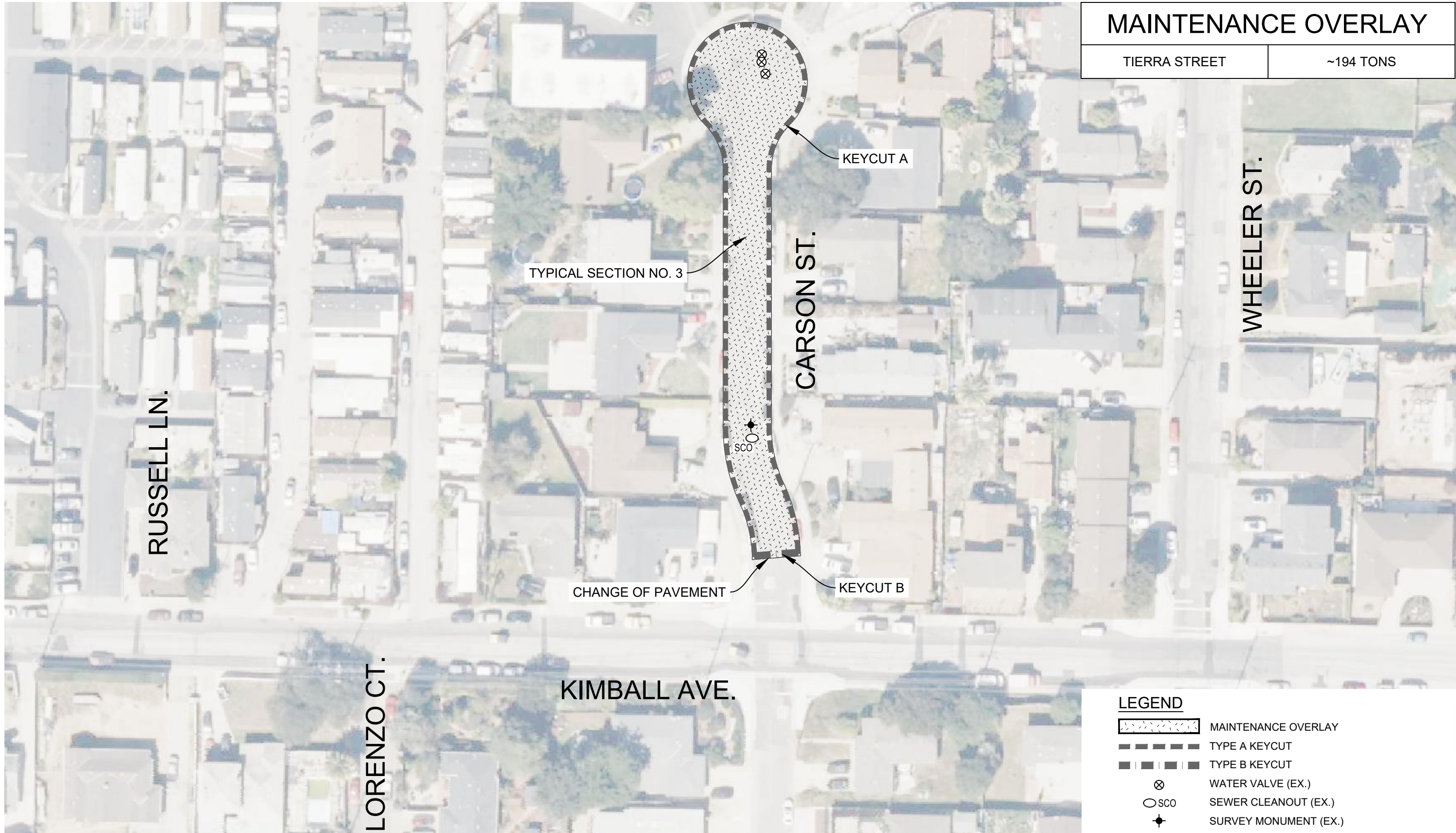
SEE-CLICK-FIX IDENTIFICATION NUMBER(S)
11884936

SCALE 1" = 60'
DATE OCTOBER 2024

SHEET NO.

DRAWN BY PKM

C3



CONSTRUCTION NOTES:

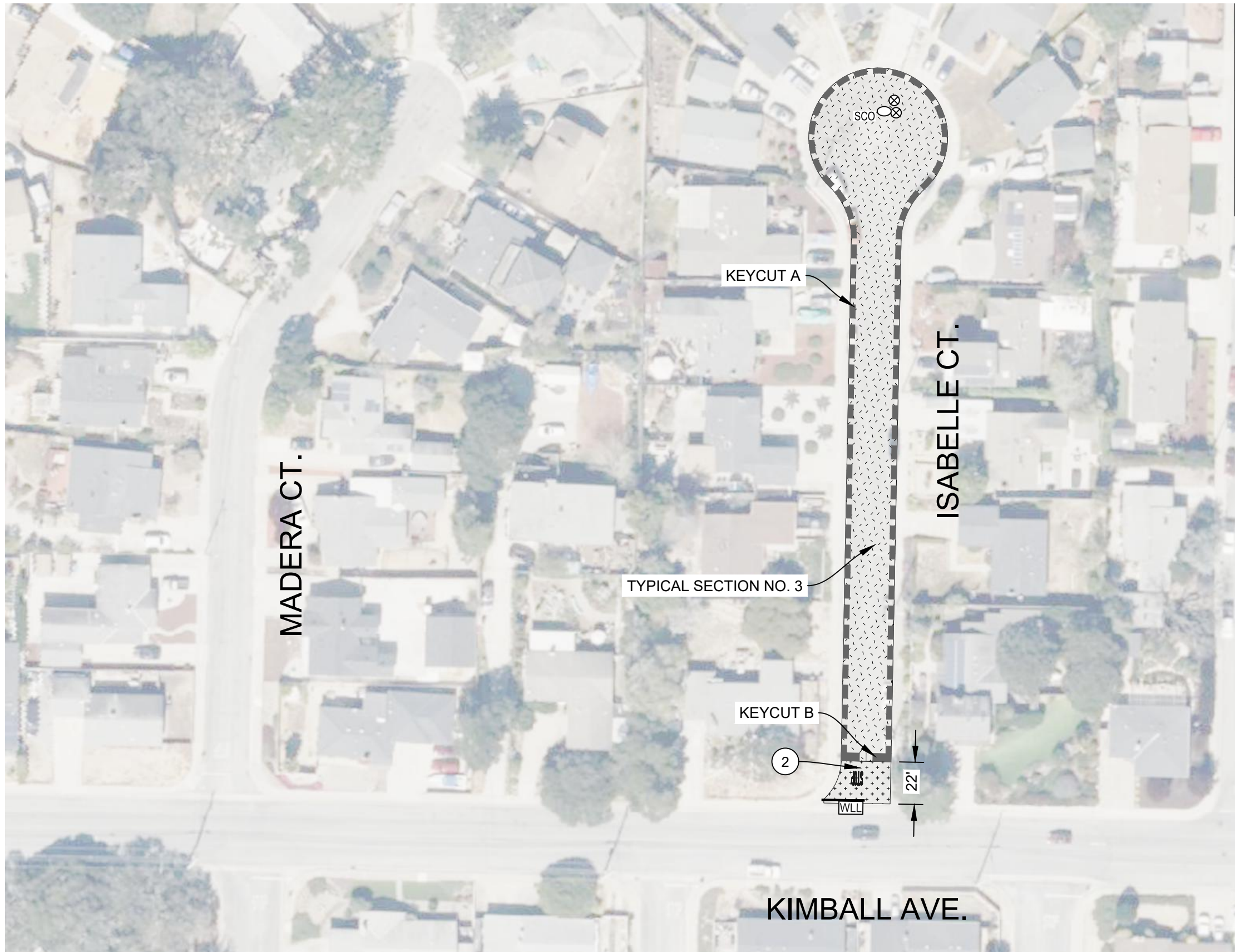
- 1. CONTRACTOR SHALL ADJUST ALL UTILITY COVERS TO FINISH GRADE AFTER FINAL PAVING.



LEGEND	
	MAINTENANCE OVERLAY
	TYPE A KEYCUT
	TYPE B KEYCUT
	WATER VALVE (EX.)
	SEWER CLEANOUT (EX.)
	SURVEY MONUMENT (EX.)



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT CARSON STREET	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S) 7151768, 8553838, 13448961, 13971476, 14805896 & 16107172		SCALE 1" = 60'	SHEET NO. C4
		DATE OCTOBER 2024	
		DRAWN BY PKM	



REMOVE & REPLACE 4"	
2	~750 SF
TOTAL (SF)	750 SF
MAINTENANCE OVERLAY	
ISABELLE COURT	~198 TONS



LEGEND	
	MAINTENANCE OVERLAY
	REMOVE & REPLACE 4" HMA
	TYPE A KEYCUT
	TYPE B KEYCUT
	WATER VALVE (EX.)
	SEWER CLEANOUT (EX.)
	12" WHITE LIMIT LINE (PAINT)

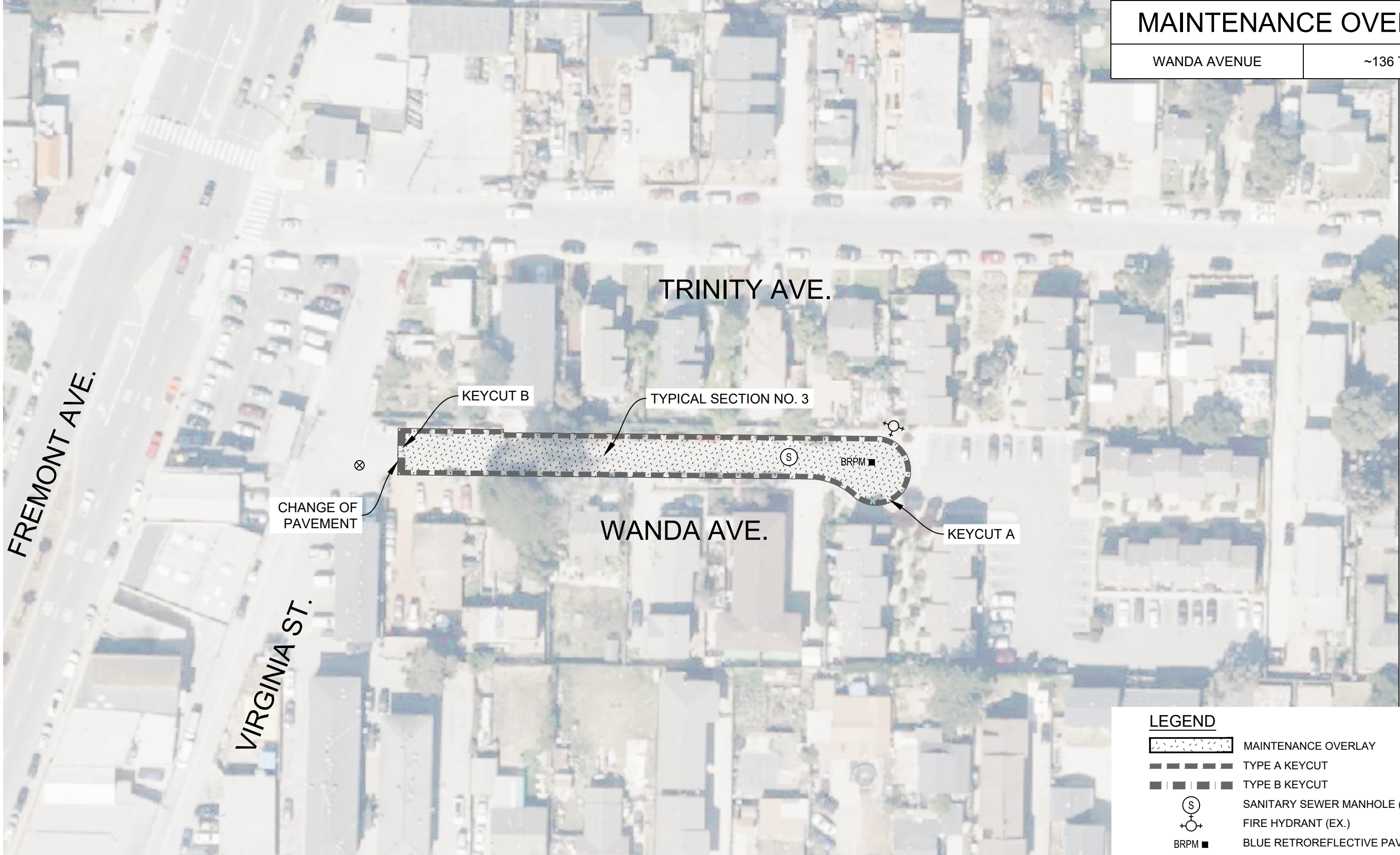
CONSTRUCTION NOTES:

1. CONTRACTOR SHALL ADJUST ALL UTILITY COVERS TO
FINISH GRADE AFTER FINAL PAVING.



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT ISABELLE COURT	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S) 9933698, 11953651, 12072131, 13826331 & 16138212		SCALE 1" = 60'	SHEET NO.
		DATE OCTOBER 2024	C5
		DRAWN BY PKM	



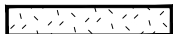


MAINTENANCE OVERLAY

WANDA AVENUE

~136 TONS

LEGEND

-  MAINTENANCE OVERLAY
-  TYPE A KEYCUT
-  TYPE B KEYCUT
-  SANITARY SEWER MANHOLE (EX.)
-  FIRE HYDRANT (EX.)
-  BLUE RETROREFLECTIVE PAVEMENT MARKER

CONSTRUCTION NOTES:

1. CONTRACTOR SHALL ADJUST ALL UTILITY COVERS TO FINISH GRADE AFTER FINAL PAVING.



FOR CITY OF SEASIDE
USE ONLY

CITY OF SEASIDE
2024 HOT SPOT PAVEMENT REPAIR PROJECT
WANDA AVENUE

SEE-CLICK-FIX IDENTIFICATION NUMBER(S)
15963337 & 16010360

SCALE 1" = 60'
DATE OCTOBER 2024

DRAWN BY PKM

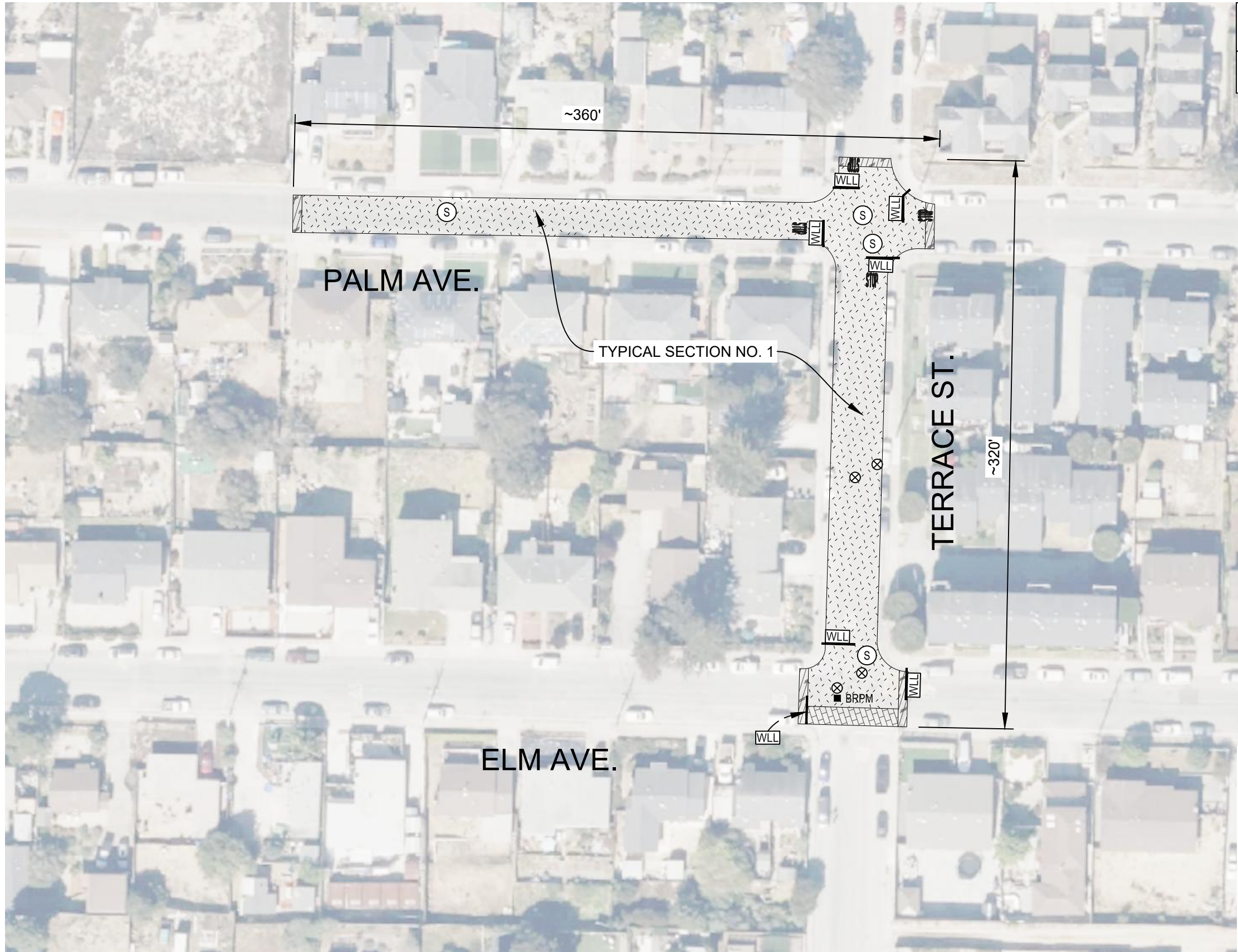
SHEET NO.

C6

MAINTENANCE OVERLAY

PALM AVENUE &
TERRACE STREET

~244 TONS



LEGEND

- MAINTENANCE OVERLAY
- TRANSITION B WITH TMO
- TRANSITION C WITH TMO
- WATER VALVE (EX.)
- SANITARY SEWER MANHOLE (EX.)
- FIRE HYDRANT (EX.)
- BRPM
- 12" WHITE LIMIT LINE (PAINT)

CONSTRUCTION NOTES:

- 1. CONTRACTOR SHALL ADJUST ALL UTILITY COVERS TO FINISH GRADE AFTER FINAL PAVING.



FOR CITY OF SEASIDE
USE ONLY

CITY OF SEASIDE
2024 HOT SPOT PAVEMENT REPAIR PROJECT
PALM AVENUE & TERRACE STREET

SEE-CLICK-FIX IDENTIFICATION NUMBER(S)
7293211, 12418122, 12797438 & 13655839 (PALM AVE.)
6563410 & 6563423 (TERRACE ST.)

SCALE 1" = 60'
DATE OCTOBER 2024
DRAWN BY PKM

SHEET NO.
C7



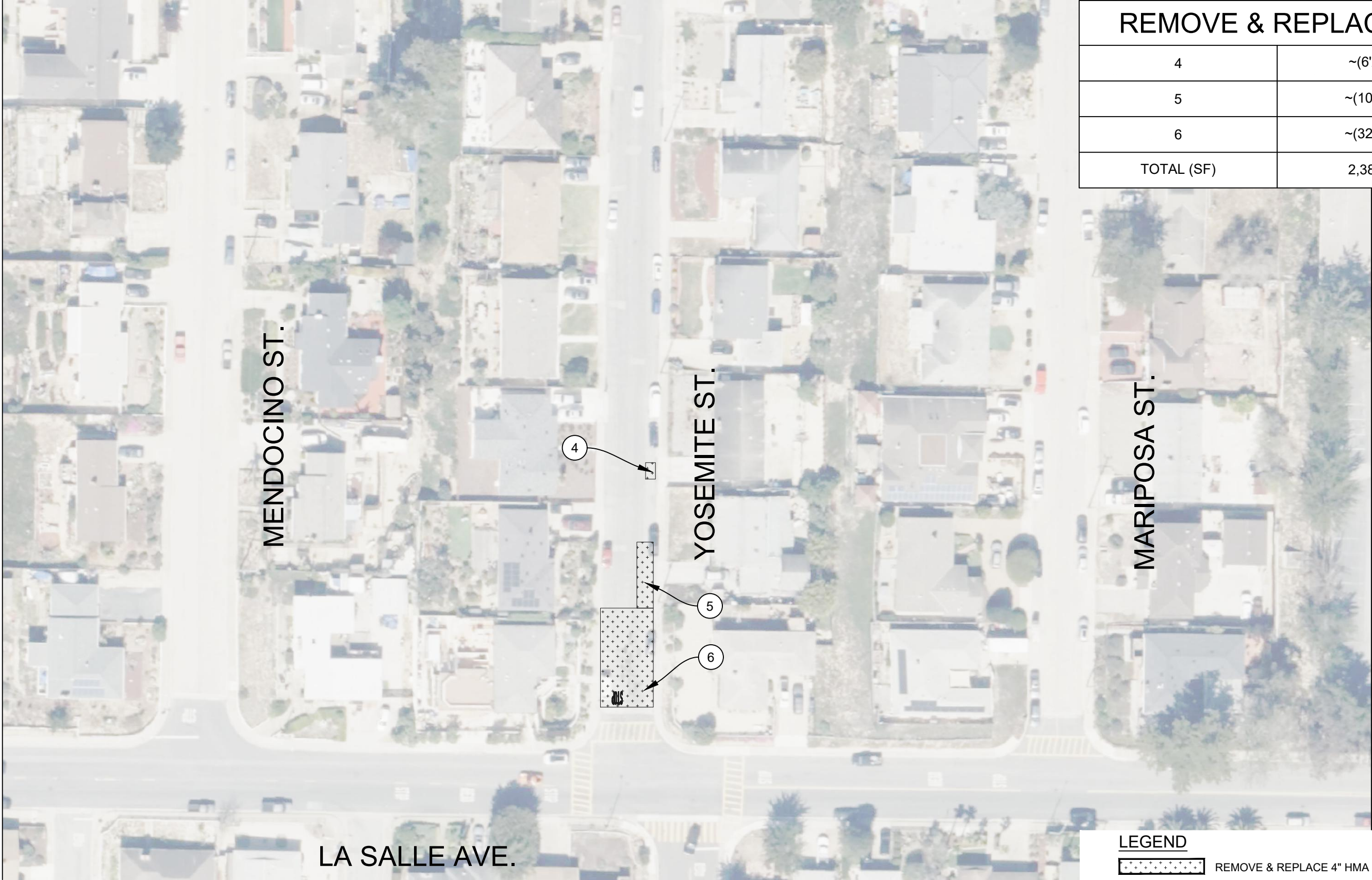


CONSTRUCTION NOTES:

1. CONTRACTOR SHALL LOWER ALL UTILITY COVERS WITHIN LIMITS OF DIGOUT PRIOR TO WORK & ADJUST TO FINISH GRADE AFTER FINAL PAVING.



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT TRINITY AVENUE	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S) 7082051 & 13928736		SCALE 1" = 60'	SHEET NO. C8
		DATE OCTOBER 2024	
		DRAWN BY PKM	



REMOVE & REPLACE 4"	
4	~(6'X10')
5	~(10'X40')
6	~(32'X60')
TOTAL (SF)	2,380 SF

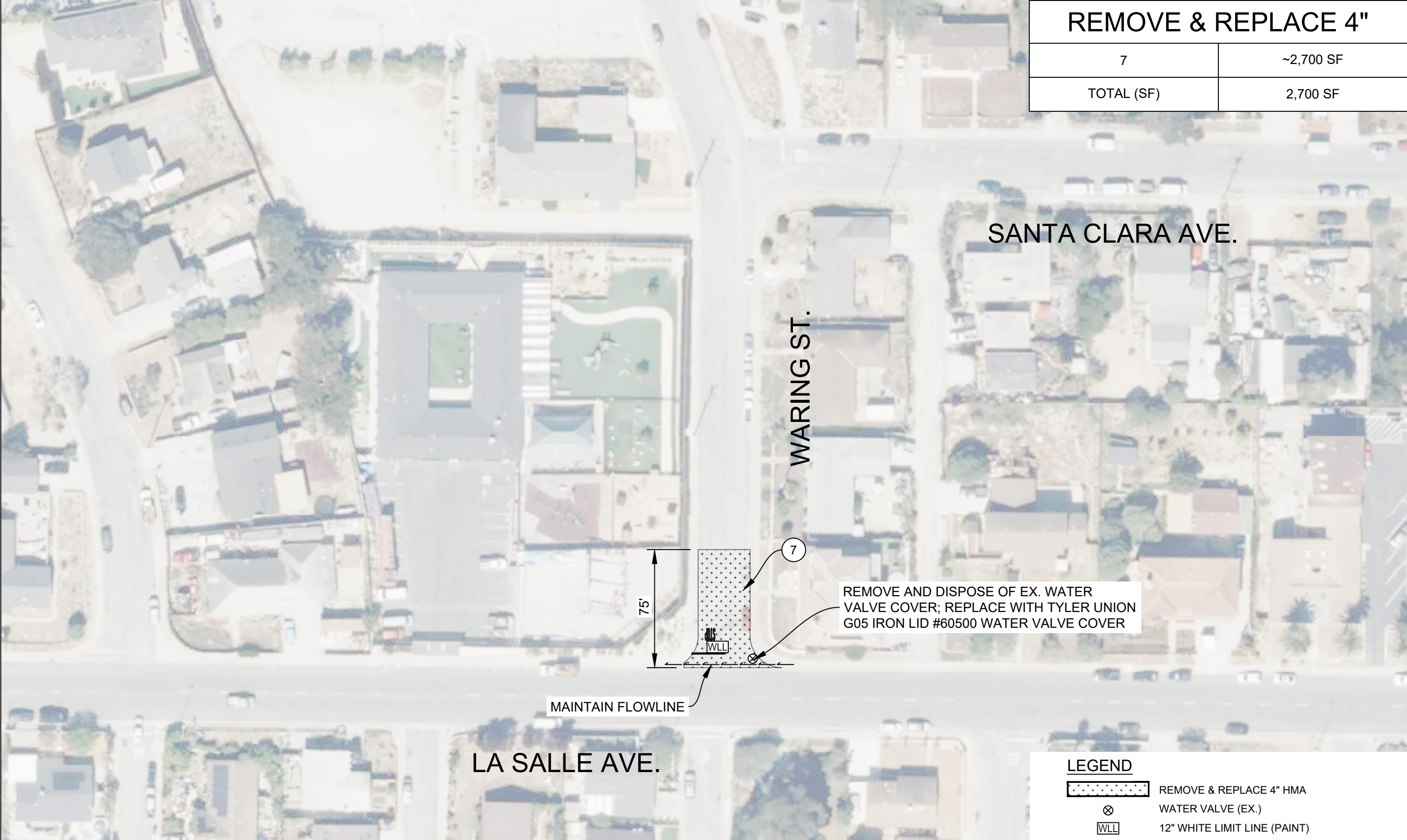
LEGEND

 REMOVE & REPLACE 4" HMA



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT YOSEMITE STREET	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S) 7488441, 9192107, 9240480 & 11664320		SCALE 1" = 60'	SHEET NO. C9
		DATE OCTOBER 2024	
		DRAWN BY PKM	

REMOVE & REPLACE 4"	
7	~2,700 SF
TOTAL (SF)	2,700 SF



LEGEND

	REMOVE & REPLACE 4" HMA
	WATER VALVE (EX.)
	12" WHITE LIMIT LINE (PAINT)

CONSTRUCTION NOTES:

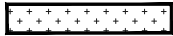
- CONTRACTOR SHALL REMOVE AND DISPOSE OF EX. WATER VALVE COVER. CONTRACTOR SHALL INSTALL WATER VALVE COVER AT FINISH GRADE AFTER FINAL PAVING.



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT WARING STREET	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S) 9820796 & 13816024		SCALE 1" = 60'	SHEET NO. C10
		DATE OCTOBER 2024	
		DRAWN BY PKM	

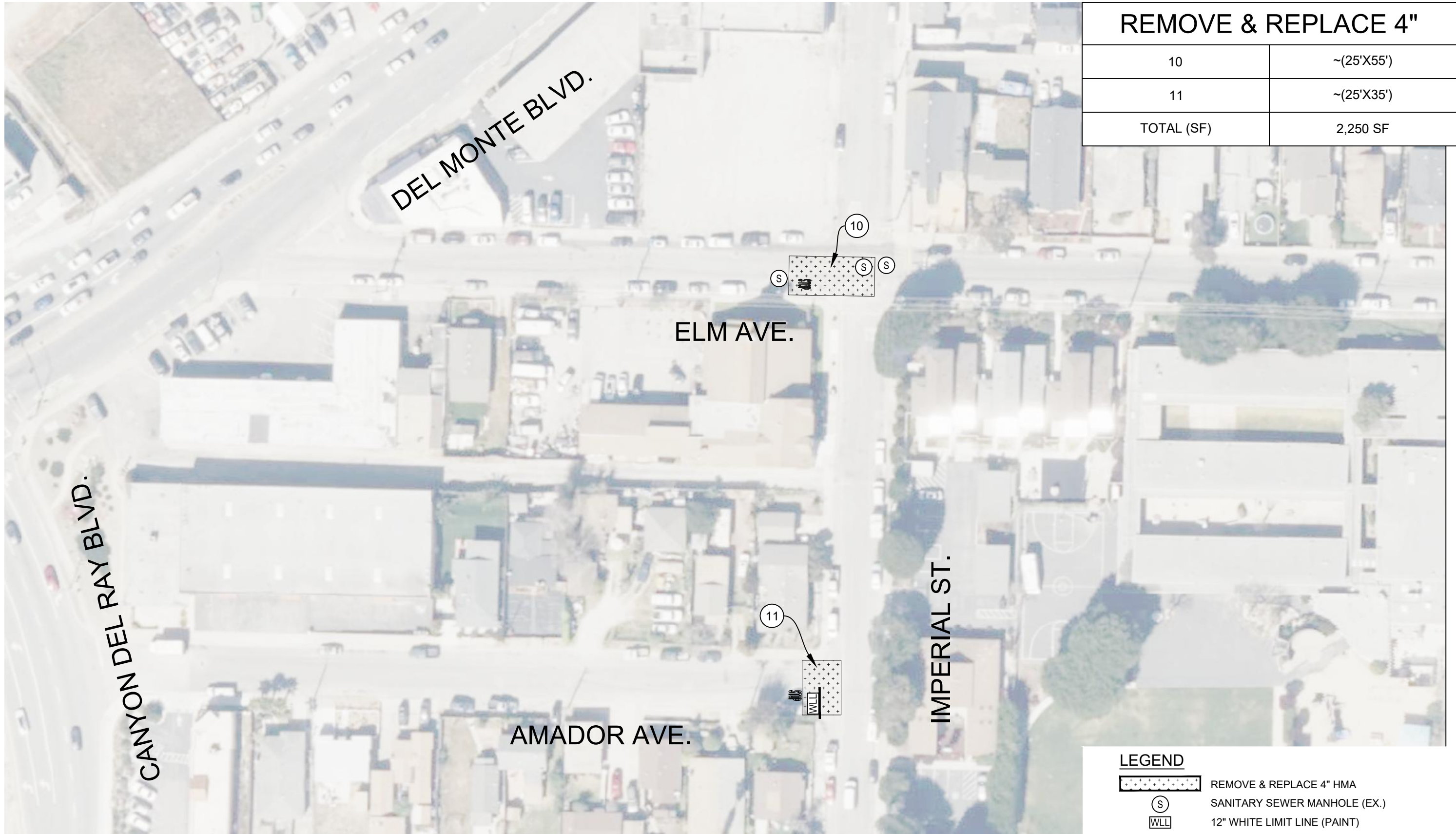


REMOVE & REPLACE 4"	
8	~(15'X115')
9	~(25'X40')
TOTAL (SF)	2,725 SF

LEGEND	
	REMOVE & REPLACE 4" HMA



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT ELM AVENUE	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S) 14168013		SCALE 1" = 60'	SHEET NO. C11
		DATE OCTOBER 2024	
		DRAWN BY PKM	



REMOVE & REPLACE 4"	
10	~(25'X55')
11	~(25'X35')
TOTAL (SF)	2,250 SF

LEGEND

- REMOVE & REPLACE 4" HMA
- SANITARY SEWER MANHOLE (EX.)
- 12" WHITE LIMIT LINE (PAINT)

CONSTRUCTION NOTES:

1. CONTRACTOR SHALL LOWER ALL UTILITY COVERS WITHIN LIMITS OF DIGOUT PRIOR TO WORK & ADJUST TO FINISH GRADE AFTER FINAL PAVING.



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT ELM AVENUE & IMPERIAL STREET	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S)		SCALE 1" = 60'	SHEET NO. C12
14133955 (ELM AVE.)		DATE OCTOBER 2024	
14133915 & 16040677 (IMPERIAL ST.)		DRAWN BY PKM	



REMOVE & REPLACE 4"	
12	~(8'X14')
13	~(12'X15')
14	~(12'X17')
TOTAL (SF)	496 SF

BID ALTERNATE 1



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT ALHAMBRA STREET	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S) N/A		SCALE 1" = 60'	SHEET NO.
		DATE OCTOBER 2024	C13
		DRAWN BY PKM	



REMOVE & REPLACE 4"	
15	~(8'X95')
TOTAL (SF)	760 SF

LEGEND

-  REMOVE & REPLACE 4" HMA
-  WATER VALVE (EX.)

BID ALTERNATE 2

CONSTRUCTION NOTES:

1. CONTRACTOR SHALL LOWER ALL UTILITY COVERS WITHIN LIMITS OF DIGOUT PRIOR TO WORK & ADJUST TO FINISH GRADE AFTER FINAL PAVING.



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT LIGHTFIGHTER DRIVE	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S) 13552653		SCALE 1" = 60'	SHEET NO. C14
		DATE OCTOBER 2024	
		DRAWN BY PKM	





REMOVE & REPLACE 4"	
16	~(5'X12')
TOTAL (SF)	60 SF
HMA FILL	
A (17 TRENCHES)	~(2'X29')
B (5 TRENCHES)	~(2'X8')
C (1 TRENCH)	~(3'X38')
TOTAL (SF)	~1,180 SF

BID ALTERNATE 3

CONSTRUCTION NOTES:

1. CONTRACTOR SHALL PROTECT ALL UTILITY COVERS IN PLACE WHILE APPLYING HMA FILL AND REMOVE ANY MATERIAL FROM THEM AS NEEDED.



FOR CITY OF SEASIDE USE ONLY		CITY OF SEASIDE 2024 HOT SPOT PAVEMENT REPAIR PROJECT HAMILTON AVENUE	
SEE-CLICK-FIX IDENTIFICATION NUMBER(S) 12543991		SCALE 1" = 60'	SHEET NO. C15
		DATE OCTOBER 2024	
		DRAWN BY PKM	



January 16, 2025 City Council Regular Meeting

Item 11B – ADOPT A RESOLUTION
APPROVING THE PLANS AND SPECIFICATIONS
FOR THE 2024 HOT SPOT PAVEMENT REPAIR
PROJECT AND AWARDING A CONSTRUCTION
AGREEMENT TO JV LUCAS PAVING INC. FOR AN
AMOUNT NOT TO EXCEED \$614,032.50 AND
TOTAL PROJECT CONSTRUCTION COST
INCLUDING CONTINGENCY OF AN AMOUNT
NOT TO EXCEED \$706,137.38

[Specifications 2024 Hot Spot Pavement Repair](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 11.C.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Andreas Baer, Senior Engineer
Thomas Korman, Public Works Director/City Engineer

DATE: January 16, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING ADDITIONAL SCOPE OF
WORK AND CONTRACT AMENDMENT FOR A PLAYGROUND AT
LINCOLN CUNNINGHAM PARK (PHASE 1 - ARTERIAL TRAIL
PROJECT) FOR AN AMOUNT NOT TO EXCEED \$742,800.00**

RECOMMENDATION

Adopt a resolution approving additional construction scope for a playground and additional amenities for the Lincoln Cunningham Park (Phase 1 - Arterial Trail Project) from the Lincoln Cunningham and Havana Solitz Park Master Plan, amending the construction agreement to add the additional scope and raise the contract amount by up to \$742,800.00 bringing the total project construction cost including contingency to a not to exceed value of \$1,886,862.95, authorizing the City Manager to execute and approve any amendments, extensions, and change orders until completion of the project in accordance with the master plan up to the total project construction amount, and directing the use CIP project surplus funds to Lincoln Cunningham Project Account.

BACKGROUND

On January 30, 2023, the City Council adopted a resolution authorizing the preparation of concept plans for the development of an accessible trail and other amenities in Lincoln Cunningham and Havana Soliz Parks. Development of the Lincoln Cunningham and Havana Soliz Parks Conceptual Master Plan was the first phase of a larger Blue Zones Marquee Project that aims to improve health and well-being of the Seaside community by providing vibrant parks connected by a walk-able network of trails. The ultimate goal is to connect Manzanita-Stuart, Lincoln Cunningham, and Havana Soliz parks via a modern, accessible trail network.

Lincoln Cunningham Park Phase 1 - Arterial Trail Project is located in Lincoln Cunningham Park between Yosemite Street and Lincoln Street adjacent to San Pablo Avenue. The Project included construction of a concrete multi-use path through Lincoln Cunningham Park from San Pablo Avenue to Lincoln Street; pedestrian paths from the new multi-use path to Yerba Buena Court, Lindberg Court, and Serape Court; storm drainage improvements; curb ramp retrofits; sewer main repair; one on-street accessible parking stall on Lincoln Street between Lincoln Cunningham Park and Havana Soliz Park; and seeding for erosion control.

Lincoln Cunningham Park Phase 1 - Arterial Trail Project scope was scaled down from the complete Lincoln Cunningham Conceptual Master Plan due to limited funding. However there is currently more funding available than originally anticipated allowing the city to complete additional work at the park pushing the project closer to completion. Additional funding results from the following sources:

- On November 21st the Seaside City Council appropriated \$160,000 from NIC funding for additional work at Lincoln Cunningham Park
- The low bid from Monterey Peninsula Engineering (MPE) including Additive Alternative 1 was substantially less than the engineers estimate leaving over \$300,000 available in the original project budget.
- Temporary construction work and paving were included in the phase 1 design in order to deliver a complete phase of work. The City can apply the money allocated for temporary structures to new permanent structures.
- Staff has identified project surplus funding in a number of general fund projects currently wrapping up including the Bike-Safe Grate Upgrades (Phase 2) project (account 212-8930-9600), Street Sign Upgrades Project (account 212-8960-9600).

Modifying an existing contract will reduce the impact on the community and saves time and money when compared with closing one project, rebidding, and starting a new project. A new project will require staff time to manage and new bid documents to be developed, advertised, and bid. A new contract will require new administrative costs. It will require new construction mobilization and demobilization costs, and it will require new storm water management plans, and post construction planting and soil stabilization.

Staff believes that adequate funding is available from the above funding sources to complete the 5-12 year old play area, the community patio area, The utility work under and along concrete pathways, and concrete work around all of the play areas for the Lincoln Cunningham park in accordance with the master plan. The final result will not be a completed Lincoln Cunningham park, but the park will be far enough along to the point where building out the remaining amenities can be done without closing the park, and by contracting directly with specialty sub contractors.

Staff recommends adopting the attached resolution to approve additional construction

scope, and amending the construction agreement with MPE by adding transferring funding and adding up to a not to exceed amount of \$742,800.00 to the existing contract.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Section 15301 Existing Facilities). The project includes the repair and minor alteration of bicycle and pedestrian paths to meet, to the extent possible, current standards of the Americans with Disabilities Act (public health and safety standards).

FISCAL IMPACT

There are sufficient funds available from the combination of NIC funds, surplus funding in the original Project account (342-8910-9581), Project savings from eliminating temporary structures, surplus funding from other ongoing CIP Projects, and Street Sign Upgrades Project for raising the construction agreement including construction contingency with Monterey Peninsula Engineering by the amount of \$742,800.00.

FINANCIAL SUMMARY:

ORIGINAL BALANCE

\$1,849,100.00 ORIGINAL PROJECT FUNDING

CONTRACTS

(\$278,358.72) DESIGN COSTS (INCLUDING CONCEPT PLAN)
(\$202,669.00) CONSTRUCTION MANAGEMENT & INSPECTION
(\$994,837.35) CONSTRUCTION CONTRACT
\$ 43,000.00 SAVINGS FROM TEMPORARY STRUCTURES (STAIRS & PATHWAY)
(\$ 11,512.53) CONSTRUCTION CHANGE ORDERS TO DATE
(\$ 1,592.65) MISCELLANEOUS BIDDING, ADVERTISING, & PROJECT COSTS

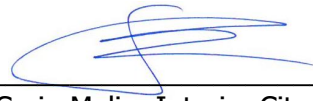
ADDITIONAL FUNDS

\$ 11,082.15 SCSD SEWER REPAIR REIMBURSEMENT
\$ 160,000.00 NIC FUNDING
\$ 110,000.00 BIKE SAFE GRATES UPGRADE - Phase 2 (Account# 212-8930-9600) [Final Balance TBD]
\$ 60,000.00 STREET SIGN UPGRADES (Account #212-8960-9600) [Final Balance TBD]
\$ 744,211.90 FUNDING CURRENTLY IDENTIFIED

ATTACHMENTS

1. Resolution Contract Modification LC Park
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION APPROVING ADDITIONAL SCOPE OF WORK FOR A PLAYGROUND AT LINCOLN CUNNINGHAM PARK (PHASE 1 - ARTERIAL TRAIL PROJECT)

WHEREAS, On January 30th, 2023 the City Council adopted a resolution authorizing a professional services agreement with Whitson Engineers to prepare concept plans for Lincoln Cunningham and Havana Soliz Parks; and,

WHEREAS, On June 1st 2023, the City Council authorized an amendment for the concept plan by Whitson Engineers for Lincoln Cunningham and Havana Soliz Parks for additional community outreach events in the amount of \$18,600; and,

WHEREAS, November 2nd, 2023 the City Council approved a resolution adopting the Lincoln Cunningham and Havana Soliz Park Conceptual Master Plan; and,

WHEREAS, the Lincoln Cunningham Park Basketball Court Improvements Project was adopted in the fiscal year 2022/2023 annual budget; and,

WHEREAS, the Lincoln Cunningham Park Phase 1 - Arterial Trail Project was adopted in the fiscal year 2023/2024 Capital Improvement Program (CIP) annual budget to begin implementation of the concept plans for Lincoln Cunningham and Havana Soliz Parks; and,

WHEREAS, July 10th, 2024 bids were received for the Lincoln Cunningham Park (Phase 1 - Arterial Trail Project) and the low bid was substantially lower than the engineers estimate and available budget; and,

WHEREAS, July 25th, 2024 the City Council adopted a resolution approving the plans and specifications for Lincoln Cunningham Park Phase 1 - Arterial Trail Project and awarding a construction agreement to Monterey Peninsula Engineering (MPE); and,

WHEREAS, November 7th, 2024 the City Council adopted a resolution amending the Lincoln Cunningham Design Contract adding additional design scope; and,

WHEREAS, November 21st, 2024, Council appropriated \$160,000.00 of NIC money toward Lincoln Cunningham Park playground equipment; and,

WHEREAS, Staff has identified funding from project surplus's in various current CIP projects and Transportation Agency Monterey County funds; and,

WHEREAS, Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Section 15301 Existing Facilities). The

project includes the repair and minor alteration of bicycle and pedestrian paths to meet, to the extent possible, current standards of the Americans with Disabilities Act (public health and safety standards).

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside adopt a resolution approving additional scope of work for constructing a playground and additional amenities as part of the Lincoln Cunningham Park Phase 1 - Arterial Trail Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside adopt a resolution approving a contract amendment with Monterey Peninsula Engineering up to a not-to-exceed amount of \$742,800.00 for the additional scope of work in the Lincoln Cunningham Park Phase 1 - Arterial Trail Project (account number 342-8910-9578); and

BE IT FURTHER RESOLVED, that the City of Seaside City Council directs the finance director to make all transfers and budget adjustments including, but not limited to, transfers of project surplus's funding from Bike Safe Grate fund balance (account number 212-8930-9600) and Street Sign Upgrades fund balance (account number 212-8960-9600) as necessary to cover the costs of the additional scope of work; and,

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside directs the City Manager to execute and approve any amendments, extensions, and change orders until completion of the project in accordance with the master plan.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 16th day of January, 2025, 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