



CITY OF SEASIDE
CITY COUNCIL

AGENDA

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, October 18, 2018
7:00 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

Ralph Rubio	Mayor
Dennis Alexander	Council Member
Jason Campbell	Council Member
David R. Pacheco	Council Member
Kayla Jones	Council Member

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

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

5. **PUBLIC COMMENT**

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

6. **PUBLIC AGENCY COMMUNICATIONS**

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

7. **PRESENTATIONS**

A. **PROCLAMATION RECOGNIZING OCTOBER 21-27, 2018 AS NATIONAL FRIENDS OF THE LIBRARY WEEK IN THE CITY OF SEASIDE**

**B. PROCLAMATION FOR FREEDOM FROM WORKPLACE BULLIES WEEK,
OCTOBER 14-20, 2018**

**C. PRESENTATION OF AWARD FROM THE ASSOCIATION OF MONTEREY
BAY AREA GOVERNMENTS TO THE CITY OF SEASIDE FOR ACHIEVING
GOLD LEVEL ENERGY SAVINGS BEACON SPOTLIGHT AWARD**

D. PRESENTATION OF THE OCTOBER 2018 HOUSE OF THE MONTH AWARD

**E. PRESENTATION ON THE CITY OF SEASIDE EFFORTS FOR EMERGENCY
PREPAREDNESS**

F. PRESENTATION ON OPEN GOV FINANCIAL TRANSPARENCY TOOL

**G. PRESENTATION ON THE CITY EFFORTS FOR DIGITAL PUBLIC MEETING
ACCESS**

8. CONSENT CALENDAR

The Consent Calendar includes routine items that can be approved with a single motion and vote. A member of the City Council or a member of the public may request that any time be pulled from the Consent Calendar for separate consideration.

**A. APPROVE MINUTES OF SEPTEMBER 6, 2018, SEPTEMBER 20, 2018 AND
OCTOBER 4, 2018**

PURPOSE & RECOMMENDATION: It is recommended that the minutes are reviewed and approved.

B. APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of September 26, 2018 through October 8, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 27, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,159,266.14.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM GIRLS INCORPORATED OF THE CENTRAL COAST

PURPOSE & RECOMMENDATION:

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from Girls Incorporated of the Central Coast for a donation from the Mayor's Youth Fund to participate in the ECHO Leadership Program.

It is recommended that the City Council approve the request.

D. APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF A POLICE COMMUNITY OUTREACH VAN NOT TO EXCEED COST OF \$38,288.22

PURPOSE & RECOMMENDATION: Request City Council approve the purchase of a police community outreach van not to exceed \$38,288.22 which was approved in the Fiscal Year 2018-19 budget and is consistent with state contract pricing.

E. APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF TWO DODGE DURANGO POLICE VEHICLES WITH AFTERMARKET EQUIPMENT FOR AN AMOUNT NOT TO EXCEED \$108,342.14

PURPOSE & RECOMMENDATION: The purpose of this item is to request that the City Council receive the bids and approve the purchase of two patrol vehicles for the Seaside Police patrol division with all the necessary aftermarket equipment not to exceed \$108,342.14

F. AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE CITY OF MARINA FOR THE STORAGE OF RESERVE (BACK-UP) FIRE APPARATUS IN A CITY OF MARINA OWNED BUILDING.

PURPOSE & RECOMMENDATION: It is recommended that the City Council approve authorizing the City Manager to sign an agreement with The City of Marina for the storage of reserve (back-up) fire apparatus in a City of Marina owned building.

G. APPROVE A RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE MANAGERS AND SUPERVISORY EMPLOYEES' ASSOCIATION

PURPOSE & RECOMMENDATION: The purpose of this item is to request City Council approve a resolution adopting the Memorandum of Understanding with the Seaside Managers and Supervisory Employees' Association.

9. **BUSINESS ITEMS**

A. AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT WITH MID-COAST HOLDING GROUP, LLC A LIMITED LIABILITY COMPANY

PURPOSE & RECOMMENDATION: It is recommended that City Council adopt resolutions authorizing the City Manager to execute an amended Exclusive Negotiating Agreement with Mid Coast Holding Company, LLC for the property located South of Lightfighter and West of First Avenue on the Former Fort Ord extending the agreement for one year.

B. APPROVE A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO THE GRANITEROCK COMPANY FOR THE CUTINO PARK PHASE 1 IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$3,061,427

PURPOSE & RECOMMENDATION: The purpose of this item is to have the City Council consider awarding a construction contract to the Graniterock Company for the Cutino Park Phase 1 Improvements for an amount not to exceed Three Million Sixty-One Thousands Four Hundred Twenty-Seven Dollars (\$3,061,427).

C. APPROVE A RESOLUTION AWARDED A PROFESSIONAL SERVICE AGREEMENT TO PROJECT DIMENSIONS INC. TO PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CUTINO PARK PHASE 1 IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$309,288.

PURPOSE & RECOMMENDATION: The purpose of this item is to have the City Council consider awarding a professional service agreement to Project Dimensions Inc. to perform construction management and inspection services for the Cutino Park Phase 1 Improvements for an amount not to exceed Three Hundred Nine Thousand Two Hundred Eighty Eight Dollars (\$309,288).

D. APPROVE A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH VERDE DESIGN INC. CONTRACT TO PROVIDE DESIGN SERVICES DURING CONSTRUCTION FOR THE CUTINO PARK PHASE 1 IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS (\$70,925).

PURPOSE & RECOMMENDATION: The purpose of this item is to have the City Council consider approving a resolution authorizing a second amendment to a professional service agreement with Verde Design Inc. to provide design services during construction for the Cutino Park Phase 1 Improvements not to exceed Seventy Thousand Nine Hundred Twenty Five Dollars (\$70,925).

E. APPROVE A CONTRACT FOR THE PURPOSE OF CONDUCTING A FORENSIC AUDIT AND TO FREEZE CITY COUNCIL EXPENDITURES

PURPOSE & RECOMMENDATION: To approve a contract for the purpose of conducting a forensic audit for City Council expenditures and to freeze City Council expenditures.

10. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY 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, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
November 1, 2018
7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings. City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at:

<http://cyp.telvue.com/player?id=T01629&video=52314&noplaylistskin=1&width=400&height=300>

Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

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 Government Code Section 54954.2(a) or Section 54956.

**City of Seaside
PROCLAMATION**



**National Friends of the Library Week
October 21-27, 2018**

***WHEREAS**, Friends of the Seaside Library raise money that enables our library to move from good to great – providing the resources for additional programming, much needed equipment, support for the children’s summer reading, and special events throughout the year; and*

***WHEREAS**, the work of the Friends highlights on an on-gong basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of like-long learning and connect with the thoughts and ideas of others from ages past to the present; and*

***WHEREAS**, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers’ advisory, and children’s services; and*

***WHEREAS**, the Friends’ gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community; and*

***NOW THEREFORE, BE IT RESOLVED**, that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim October 21-27, 2018, as Friends of Libraries Week in Seaside, CA and urges everyone to join the Friends of the Seaside Library and thank them for all they do to make our library and community so much better.*

*Ralph Rubio, Mayor
October 18, 2018*

City of Seaside PROCLAMATION



“Freedom from Workplace Bullies Week” October 14 – 20, 2018

WHEREAS, the City of Seaside has an interest in promoting the social and economic well-being of its employees and citizens; and

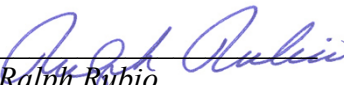
WHEREAS, that well-being depends upon the existence of healthy and productive employees working in safe and abuse-free environments; and

WHEREAS, research has documented the stress-related health consequences for individuals caused by exposure to abusive work environments; and

WHEREAS, abusive work environments are costly to employers with consequences including reduced productivity, absenteeism, turnover, employee dissatisfaction, and injuries; and

WHEREAS, protection from abusive work environments should apply to every worker, and not limited to legally protected class status based only on race, color, gender, national origin, are, or disability.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the week of October 14–20, 2018 as “**Freedom from Workplace Bullies Week**” in the City of Seaside and commend the California Healthy Workplace Advocates and the Workplace Bullying Institute, which raise awareness of the impacts of, and solutions for, workplace bullying in California and the U.S. and encourage citizens to mark this week with special activities and programs to break through the shame and silence enshrouding adult bullying at work.


Ralph Rubio
Mayor

October 18, 2018



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: October 18, 2018

**SUBJECT: PRESENTATION OF AWARD FROM THE ASSOCIATION OF
MONTEREY BAY AREA GOVERNMENTS TO THE CITY OF
SEASIDE FOR ACHIEVING GOLD LEVEL ENERGY SAVINGS
BEACON SPOTLIGHT AWARD**

PURPOSE & RECOMMENDATION

City of Seaside has received a 2018 Beacon Spotlight Award in Energy Savings for reducing electricity usage at city facilities through energy efficiency projects.

BACKGROUND

The City of Seaside has received a 2018 Beacon Spotlight Award in Energy Savings for reducing electricity usage at city facilities by 16% through energy efficiency projects. Examples of projects that helped Seaside achieve this reduction are: interior lighting retrofits in city buildings, and retrofit of streetlights to LED.

The Beacon Program is a statewide program that provides support and recognition to California counties and cities that are working to reduce greenhouse gas emissions, save energy, and adopt policies and programs that promote sustainability. It is sponsored by the Institute for Local Government and the Statewide Energy Efficiency Collaborative.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

None

Meeting Date: October 18, 2018

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Division Chief Dave Nava

DATE: October 18, 2018

**SUBJECT: PRESENTATION ON THE CITY OF SEASIDE EFFORTS FOR
EMERGENCY PREPAREDNESS**

PURPOSE & RECOMMENDATION

To receive a presentation regarding City efforts toward disaster preparedness.

BACKGROUND

Community resiliency and emergency preparedness is all about pre-planning and education. It is critical that in the event of an emergency of any kind, the City is prepared to take care of our citizens. The purpose of the presentation is to help the City Council and the public know that the City has taken seriously the need to be prepared for emergencies.

During this presentation staff will outline the following City strategies for emergency management:

- Policies that the City has established and prepared for emergencies such as the Emergency operations Plan, The Tsunami Playbook, the Critical Infrastructure Report, and evacuations plans
- Partnership established with CSUMB and 4 other Peninsula Cities for a joint Emergency Coordination Center (ECC) so that in the event of an emergency, we can leverage resources to provide the most effective response and speed recovery for our community.
- Agreements that the City has established with outside organizations for emergency assistance
- Location and logistics of established and potential emergency shelters
- Disaster Service Worker training and expectations
- Operational arrangements that we have interdepartmentally
- Resources and opportunities that the citizens and businesses can engage in to prepare themselves and their families in the event of an emergency.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: October 18, 2018

**SUBJECT: PRESENTATION ON OPEN GOV FINANCIAL TRANSPARENCY
TOOL**

PURPOSE & RECOMMENDATION

To receive a presentation on the City of Seaside's partnership with OpenGov a financial transparency application.

BACKGROUND

In 2014 the City of Seaside engaged the services of OpenGov; financial performance management and open data software as a tool to allow the public the ability to explore and monitor the City's expenditures and use of public funds. However, due to the outdated financial software system, that partnership was extremely labor intensive and required an inordinate amount of staff time to manually create and upload reports for the system. The outcome was limited by the manpower that was available.

The City has since upgraded our financial accounting software and also renegotiated the contract with OpenGov to provide an integrated, automated connection between the two programs. This connection allows real time data to flow from our accounting system, to a public transparency portal providing real time access to budget data as well as transaction level detail.

This tool will allow citizens the ability to monitor financial progress against key priorities, ensure that spending is consistent with adopted policies as well as create historical and fund balance reports at their convenience.

The City values transparency for our records and engagement from our community and this is one more tool we are employing to provide access to records, increase citizen engagement and build public trust.

FISCAL IMPACT

The City Manager has already executed the contract which increases the annual cost by \$3,200 per year for the software integration, for a total cost of \$5,000 annually.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: October 18, 2018

SUBJECT: PRESENTATION ON THE CITY EFFORTS FOR DIGITAL PUBLIC MEETING ACCESS

PURPOSE & RECOMMENDATION

To present to the Council information regards the City's efforts and challenges with digital public meeting access.

BACKGROUND

The City of Seaside is a service based organization that strives for engagement and transparency. All of our public meetings are open to the public by State law, but we have always desired go a step further to ensure accessibility of our City Council meetings through other means, to be inclusive for those that cannot attend in person. Our City Council meetings are aired on the Peninsula Government Channel for subscribers to Comcast or ATT. Historically; we valued this service because many of our residents did not have internet connections. Our contracted services with Access Monterey Peninsula (AMP) has served the needs of the community offering the meetings live, as well as several playbacks and within five days, making available video on demand via the AMP website.

Recently, we have encountered encounter several broadcasting errors that have impacted our residents ability to view meetings as they are occurring. Staff has been working with the AMP to ensure that Seaside's equipment is functional, that there are no physical infrastructure deficiencies, and there are no technological barriers to a smooth broadcast. It has been acknowledged that Seaside's infrastructure is dated, having been purchased mostly in 2004 with the exception of the tracaster-300 purchased in 2012 and is limited due to the aged nature, but is still functional. AMP has agreed to work diligently to identify any issues they are having which is impacting our broadcast consistency. AMP has also identified that their infrastructure needs updating and has issued an RFP for all new production and distribution hardware to be in place in January 2019.

Due to the Internet of Things (IoT) transforming the way that people communicate and many of our residents are substituting their televisions with internet based devices and prefers to get their information on demand. The City understands the need to adapt. In trying to ensure that we are inclusive and responsive with our services to our changing environment, we have engaged with a service to not only make information available instantaneously, but also offer it on a platform that provides closed caption text instantaneously in up to ten different languages. Members of the public could be present at the meeting, and streaming it on a hand held device reading the proceedings in the language of their choice. This is an accommodation we are trying to implement to be inclusive of people with language or hearing challenges. AMP has also agreed to work with the City to identify opportunities to increase the speed at which VOD is available.

Additionally, the City has purchased a mevo portable camera system and has been in the process of testing it as an option to be able to live stream and record ALL board and commission meetings, community engagements and special events. This will all be made available on the City's new YouTube channel and will offer additional positive opportunities.

While it does seem easy to turn on a phone and stream from anywhere, there are many factors to consider when choosing to go that route, primarily regulatory as well as archiving capability and video/sound quality. During the presentation, staff aims to further explain the challenges that we are facing, as well as the opportunities that we are trying to enlist to provide access to public meetings and information to be an innovative and inclusive service based organization. It would be helpful if the City Council could provide direction regarding the prioritization of traditional television services verses digital media.

FISCAL IMPACT

There is no fiscal impact at this time. However should the City continue to prioritize television broadcast of City Council meetings, in the near future the infrastructure including audio and video equipment will need to be upgraded.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant

DATE: October 18, 2018

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of September 26, 2018 through October 8, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 27, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,159,266.14.

BACKGROUND

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

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

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

- \$540,069.65 for Payroll and benefits.
- \$25,863.75 to Monterey County Convention & Visitor's Bureau for City of Seaside TID (Tourism Improvement District) remittance for the month of July, 2018.
- \$10,000.00 to the City of Monterey for the PRVNT investigation operation.
- \$11,837.25 to Wallace Group for August, 2018 Del Monte Blvd. stormwater diversion project and August, 2018 Del Monte sewer upgrade services.
- \$40,951.88 to U.S. Bank - Calcard for City of Seaside employees' purchase card

transactions for the billing period of 07/23/2018 - 08/22/2018.

- \$13,950.00 to Zarcos Tree Service for tree trimming services on 9/11, 9/13, 9/14 and 9/18/2018; 4 separate locations on Trinity Street and Mescal Street.
- \$11,039.64 to Nichols Consulting Engineers for Seaside pavement management program services for June, 2018.
- \$39,382.38 to Infrastructure Engineering Corporation for Canyon Del Rey sewer line replacement services for the period of 07/28/2018 - 08/31/2018.
- \$10,000.00 to BBG, Inc. for appraisal fee for the Seaside Main Gate project.
- \$90,024.37 to Stephens Construction, Inc. for the Oldemeyer Center boiler replacement (95% completed).
- \$16,187.00 to Child Support Services- State of Alaska for monies seized from an asset forfeiture to be remitted to CSS in Alaska for monies owed by the client for child support purposes.

The remaining checks, totaling \$349,960.22 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There is no additional impact at this time.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Superintendent

DATE: October 18, 2018

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM GIRLS INCORPORATED OF THE CENTRAL COAST**

PURPOSE & RECOMMENDATION

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from Girls Incorporated of the Central Coast for a donation from the Mayor's Youth Fund to participate in the ECHO Leadership Program.

It is recommended that the City Council approve the request.

BACKGROUND

Girls Incorporated of the Central Coast is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to allow students from Seaside High School to participate in the Education, Careers, Health and Opportunities Leadership Program, which is designed to encourage girls to pursue post-secondary education and plan for future success.

Girls Incorporated of the Central Coast is a non-profit organization that inspires girls to become strong, smart and bold and to respect themselves and the world around them. The ECHO Leadership Program is a year-long program that works with high-risk teen women ages 15-18.

This program offers a series of interactive educational modules, day-long retreats and college visits for teen women and provides mentors to encourage the participation to think about college opportunities. The ECHO Program at Seaside High School serves approximately 25-30 girls. This program serves seven high schools in Monterey County, including Seaside High School.

The last donation to Girls Incorporated of the Central Coast was in the amount of Three Thousand Dollars (\$3,000.00) and was approved at the October 19, 2017 City Council meeting. Based on the Information provided to staff, the application meets the requirement of the Mayor's Youth Fund Policy. The applicant has provided information on their proposed activities for "reduce, reuse, recycle" goals.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recover, Inc. donation to the Mayor's Youth Fund

ATTACHMENTS

1. Mayor's Youth Fund request packet from_Girls Incorporated of the Central Coast_2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. 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 N. Towne, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Girls Incorporated of the Central Coast

Address: 318 Cayuga St. Suite 206, Salinas, CA 93901

Email: pattygirlsinccc@gmail.com

Phone Number: Home _____ Work 831-772-0882 Cell _____

Name of Individual: Patricia Fernandez-Torres

% Residents or Students of Seaside: 100 %

of Participants; 25-30

Ages: 15-18 years

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	<u> x </u>
Athletic	<u> </u>
Music	<u> </u>
Environmental	<u> </u>
Art	<u> </u>

Is funding a reward for one of these activities?

 No

Description of event, activity or program funding pertains to: (Attach Additional Information as Necessary)

Support is requested for ECHO (Education, Careers, Health, and Opportunities), a year long leadership and mentoring program offered at Seaside High School. (Please see attachment for additional information)

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

Funds will be used for retreats, field trips, and workshops, which will focus on planning for college, careers, and civic engagement. (Please see attachment for additional information)

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

Girls Inc. pursues funding from many local and national foundations, individual donors, and corporations. We have received funding from the City of Seaside CDBG funds for the past 4 years. We hold three fund raising events each year that benefit all Girls Inc. programs, including Seaside. We have been offering ECHO at Seaside High School for 17 years. We have submitted a proposal to the Chapman Foundation for \$10,000 for ECHO/Seaside, and have received funding for several years from this source for our program. We also receive funding from the Monterey Peninsula Foundation, the David & Lucile Packard Foundation, the Barnet Segal Charitable Trust and the Claire Gianinni Fund in support of all programs we offer in the tri-county area. These funds are divided among our programs based on their percentage of our total budget. This project will be allocated \$7,000. The total cost of this project is \$27,875.

*Total Amount Requested: (See Contribution limits) \$3,000

Attachment

Description of Event:

We request support from the Seaside Mayor's Youth Fund for ECHO (Education, Careers, Health, and Opportunities), a year-long leadership and mentoring program for 25-30 at-risk young women, ages 15-18, at Seaside High School. Participants are encouraged to stay in school, pursue post-secondary education, avoid pregnancy, and plan for future careers. They participate in a series of interactive educational workshops, retreats, and field trips on such topics as planning for college and a career, public policy advocacy and citizen's engagement, health and nutrition, public speaking, and financial literacy. ECHO focuses on the value of graduating from high school, choosing the right courses to attain a college education, developing specific goals, avoiding risky behaviors, and making decisions to achieve success. By helping girls acquire the skills and confidence to accomplish these goals and pursue a fulfilling career, we are moving girls in Seaside from poverty to self-sufficiency. Two adult volunteer mentors and two Youth Leaders (graduates of the previous year's ECHO program) co-facilitate the program. Youth Leaders are hired and trained in facilitation, evaluation, classroom management, public speaking, mentoring, and program planning.

Benefits to Participating Youth:

ECHO encourages young women to stay in school, pursue post-secondary education, avoid pregnancy, and plan for future careers. As a result of their participation in ECHO, participants do graduate from high school, apply to college, identify a career path, and avoid getting pregnant. Graduates report increased self-confidence and a determination to succeed, no matter their socio-economic circumstances. Several young women from Seaside High School will apply to become Youth Leaders, as they have in the past. In co-creating partnerships with adults, young women have opportunities to practice being leaders, role models, teachers, and mentors. They learn the value of giving back to their community, and actively desire to help younger girls realize their dreams. This experience develops in the Youth Leaders a commitment to creating positive change in their own lives, the lives of the girls they mentor and the community they serve. Younger teens experience the leadership skills of the Youth Leaders and want to emulate them.

Through our civic engagement activities: (1) Participants learn that they can make a difference by informing themselves about issues, speaking up for things they care about to their local legislators, and working with the political process to make changes and (2) "She Votes", teaches girls that they can have an impact on public policy through educating themselves about candidates, voting and running for office. As a result of these activities, many girls have expressed a commitment to getting more involved in their communities and schools, and reported a strong desire to have a voice in how decisions are made in their communities and country. The girls are inspired by speaking with their legislators and realize that they, too, have the possibility of becoming an elected official and representing their communities.

Description of how funds will be used:

Specifically, funds will be used to help implement a series of workshops, retreats, and field trips on college preparation, careers, public policy advocacy, and civic engagement:

1. In the fall, Seaside High School girls will join girls from other ECHO high school sites and participate in the workshop "I Plan My Future: Preparing for College", facilitated by college counselors and ECHO mentors. This workshop focuses on UC and CSU admission requirements, financial aid, scholarship opportunities, how to evaluate their high school transcripts, and completing college and financial aid applications. Each young woman will also create an academic plan.

2. The workshop is followed by an all-day college retreat, where they will visit two college campuses. Past campuses included Stanford, UC Santa Barbara, CSU East Bay, UC Berkeley, Cal Poly, and CSU San Francisco. Young women tour the campuses, and meet with current attendees to discuss college life, potential majors, and characteristics of that particular college. Last year, 100% of participants reported understanding the importance of and see themselves attending college.
3. Also in the fall, students participate in a workshop on voting, an initiative that promotes civic engagement by teaching girls that they can have an impact on public policy through voting and running for office when they are older. "She Votes" provides girls with a behind-the-scenes look at what it takes to run for political office, and serve as an elected official, and explained how important it is for girls to vote.
4. In February 2018, young women will participate in the workshop "I Take Action: Participating in Making Policy," in which they learn they can make a difference by informing themselves about issues, speaking up for things they care about, and working with the political process to make changes. They are also taught about policy making, how bills become law, and how to lobby their legislators.
5. Following the workshop, they will visit the State Capitol, tour the Capitol and speak directly with legislators. Last year, the group met with Assembly Members Anna Caballero and Mark Stone, and Senators Bill Monning and Connie Leyva. Some of the issues addressed by participants included school shootings, gun violence, bullying prevention, student homelessness, the California DREAM Act, and even teacher pay. While in the Sacramento area, the girls will also tour either UC Davis or CSU Sacramento, and speak to current students and Girls Inc. alumnae about college life. This experience exposes them to young women from their home communities, who have successfully made the transition from high school to college, encouraging them to set and achieve their own goals for attending college. Last year, at UC Davis, they were able to meet with four alumnae who were previous ECHO participants, whose experiences ranged from their first year of college to grad school, and animal science to law.
6. ECHO then focuses on career goals with two modules: "I Make a Difference in the World of Work" and "I Create Fulfilling Work: Preparing for a Career." They experience a virtual tour to discover what it will take to achieve the lifestyle they want to live, exposing them to different career choices. Guest speakers discuss their work, success and challenges encountered in their career paths, and the educational requirements needed to pursue those careers. Participants will create a resume and engage in mock job interviews, gaining practical skills they will need to realize their career goals.
7. **Environmental Nexus:** Seaside students participate in two annual events each year: the Big Sur Half-Marathon in November and the Big Sur Marathon in April. The girls help educate the public about the importance of keeping the coasts clean. These events are well known as zero-waste events, and the girls are vital to that process. They work to make sure all waste from the events is sorted into recycling and composting receptacles.

Specifically: Funds will be used to help support ECHO's implementation at Seaside High School. Total expenses for these activities is \$27,875, which includes retreat transportation, Youth Leader training and wages, materials and supplies, food, staff salaries, and operating expenses. Funding from the Mayor's Youth Fund will be used specifically for the college and State Capitol retreats (\$2000), as well as the workshops on college planning, civic engagement, and careers (\$1,000).



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: October 18, 2018

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF A
POLICE COMMUNITY OUTREACH VAN NOT TO EXCEED COST
OF \$38,288.22**

PURPOSE & RECOMMENDATION

Request City Council approve the purchase of a police community outreach van not to exceed \$38,288.22 which was approved in the Fiscal Year 2018-19 budget and is consistent with state contract pricing.

BACKGROUND

Community policing is the foundational philosophy to our success. To that end, we constantly search for ways to creatively engage our community in rapport-building, non-enforcement settings that engender trust. We have a great relationship with our community and we want to make it better. We are considering innovative ways to demonstrate our genuine concern for our community while strengthening relationships.

Our van will be used for community outreach. It will be used during community events, but also our vision is to drive through neighborhoods and handout healthy snacks to children. Aside from providing nourishing treats, the interactions would provide a tremendous opportunity to build positive relations with our youth. Getting to know one another as human beings provides a foundation upon which trust and mutual respect can be built.

FISCAL IMPACT

The total cost of the vehicle purchase is \$38,288.22 as listed in the attached quote which is state contract pricing. This purchase was included in the approved Fiscal Year 2018-19 budget account 100-6120-8187 Department Equipment.

ATTACHMENTS

1. Community Vehicle Resolution
 2. CommunityVanQuotes
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**TO APPROVE AND ACCEPT A BID NOT TO EXCEED \$38,288.22 TO
PURCHASE ONE VEHICLE FOR POLICE-COMMUNITY OUTREACH**

WHEREAS, the City of Seaside approves the purchase of one vehicle used for the police-community outreach not to exceed \$38,288.22;

WHEREAS, the City Council provided conceptual approval and funding for the vehicle purchase with the approval of the 2018/2019 Fiscal Year Budget;

WHEREAS, the vehicle will be used by police department personnel to engage our community, particularly our youth, in an effort to establish stronger relationships;

WHEREAS, the vehicles will fall under the City of Seaside's vehicle insurance coverage;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the purchase of one vehicle, not to exceed \$38,288.22.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of October by the following vote:

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

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

S091418 101

QUOTATION

Customer

Name ABDUL PRIDGEN
Address CITY OF SEASIDE
City _____ State CA
Phone VIA EMAIL

Date 9/17/2018
REP SANDRA
Phone 916-442-6931
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2019 FORD TRANSIT T250 HIGH ROOF CARGO VAN STATE CONTRACT 1-18-23-23A CLIN 26	\$28,666.00	\$28,666.00
1	CHANGE TO HIGH ROOF T350 148"	\$1,207.00	\$1,207.00
1	ALL WEATHER FLOOR MATS	\$62.00	\$62.00
1	BACKUP ALARM	\$128.00	\$128.00
1	CARGO AREA LED LIGHTING	\$69.00	\$69.00
1	DAYTIME RUNNING LAMPS	\$45.00	\$45.00
1	EXTERIOR UPGRADE PACKAGE	\$365.00	\$365.00
1	INTERIOR UPGRADE PACKAGE	\$1,513.00	\$1,513.00
1	SHORT ARM POWER MIRRORS	\$157.00	\$157.00
1	RACK/BIN PACKAGE, RANGER DESIGN	\$2,420.00	\$2,420.00
1	DOC FEE	\$80.00	\$80.00
SALES TAX 9.125%			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

Taxes	Subtotal	\$34,712.00
	DELIVERY	\$400.00
	MONTEREY	\$3,167.47
	CA Tire Tax	\$8.75
	TOTAL	\$38,288.22

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

VANco of Northern California
271 Opportunity St., Suite H
Sacramento, CA 95838
(916)920-3842



ESTIMATE

ADDRESS

Sandra Scott
Downtown Ford

ESTIMATE # 2767

DATE 09/14/2018

ACTIVITY	QTY	RATE	AMOUNT
RD.C20-FTH Partition, Straight, Steel [Transit High Roof]	1	595.00	595.00
RD.6070 6" Fixed Hook	1	15.00	15.00
RD.N5-RS60-4 Shelf Unit, 60" steel, HR	1	515.00	515.00
RD.N5-RS96-4 Shelf Unit, 96" steel, HR	1	725.00	725.00
1 Hour Installation Labor	3.50	100.00	350.00

Seaside

TOTAL

\$2,200.00

Accepted By

Accepted Date

Please feel free to visit our website at VancoNorcal.com

VIRTC1DP



CNGP530

VEHICLE ORDER CONFIRMATION

09/19/18 16:42:24

==>

Dealer: F72429

2019 TRANSIT NA

Page: 1 of 2

Order No: 5555 Priority: L4 Ord FIN: QC947 Order Type: 5B Price Level: 920

Ord PEP: 101A Cust/Flt Name: WATSONVILLE

PO Number:

	RETAIL		RETAIL
W2X T-350 HR CR VAN	\$39665	18D EXT UPG PKG	\$360
148" WHEELBASE		64H .6.5X16 SLVR CVR	
YZ OXFORD WHITE		20C 9500# GVWR	NC
C CLOTH		21E PWTR CLO 10 WAY	385
K PEWTER		425 50 STATE EMISS	NC
101A PREF EQUIP PKG		43B BACK UP ALARM	125
.XL TRIM		542 MIR SHORT PR/HT	225
57B .MANUAL A/C	NC	91G 6 SPEAKERS	NC
99M 3.7L TIVCT V6			
446 .6-SPD AUTO SST			
TC8 .235/65R16 BSW			
X41 4.10 REG X41	NC		
JOB #1 ORDER			
CA BOARD FEES	NC		
FRT LICENSE BKT	NC		

TOTAL BASE AND OPTIONS 43695

TOTAL 43695

THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *

F8=Next

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC07768

V1DP0280

2,6

KAN-000311

CA

9-NORMAL, NB, 200311, JB072

14464

120180216 3720

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Go Further

ford.com

VEHICLE DESCRIPTION

TRANSIT

2018 350 HR CARGO VAN
148" WHEELBASE
3.5L GTDI V6 ENGINE
6-SPD AUTO SELECT SHIFT TR

JK A52036

EXTERIOR
OXFORD WHITE
INTERIOR
PEWTER VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- SINGLE SLIDING SIDE DOOR
- INTERVAL WIPERS
- SPARE TIRE AND WHEEL
- BLACK GRILLE/BUMPERS

INTERIOR

- AIR CONDITIONING - FRONT
- CARGO HOOKS
- CENTER CONSOLE
- POWERPOINTS - 12V (2)
- LOCKING GLOVE BOX

FUNCTIONAL

- POWER STEERING
- 25.0 GALLON FUEL TANK
- POWER LOCKS AND WINDOWS
- REAR VIEW CAMERA

Safety/Security

- DRIVER/PASSENGER AIR BAGS
- AIRBAGS - SIDE AIR
- CURTAINS
- 3 POINT SAFETY BELTS
- 4 WHEEL DISC BRAKES w/ABS
- ADVANCED TRAC W/ESC
- TIRE PRESSURE MONITOR SYS
- SOS POST CRASH ALERT SYS

WARRANTY

- 3YR/36,000 BUMPER TO BUMPER
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/60,000 POWERTRAIN

INCLUDED ON THIS VEHICLE

(MSRP)

• PREFERRED EQUIPMENT PKG 101A

• OPTIONAL EQUIPMENT/OTHER

3.5L GTDI V6 ENGINE 1,865.00
3.5L GTDI V6 ENGINE AXLE X31 NO CHARGE
FRONT LUGS PLATE BRACKET NO CHARGE
9500R GUMR PACKAGE NO CHARGE
50 STATE EMISSIONS NO CHARGE
REVERSE PARK AID 285.00
TRAILER TOW PACKAGE 465.00
TRAILER WIRING PROVISIONS 765.00
AM/FM STEREO SGL-CD W/SYNC CRUISE CONTROL 325.00
TRAILER BRAKE CONTROLLER 230.00
KEYS 2 ADDITIONAL 75.00
6 SPEAKERS (4 FRONT/2 REAR) NO CHARGE

PRICE INFORMATION

BASE PRICE

TOTAL OPTIONS/OTHER

TOTAL VEHICLE & OPTIONS/OTHER

DESTINATION & DELIVERY

(MSRP)

\$39,805.00

4,000.00

42,845.00

1,395.00

TOTAL MSRP \$44,240.00

RAMP ONE

CM76

RAMP TWO

FINAL ASSEMBLY PLANT

KANSAS CITY

METHOD OF TRANSP.

CONVOY

ITEM # 72-J007 O/T 2

JB072 N RB 2X 820 000311 02 07 18

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, Dealer, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

EPA Fuel Economy and Environment

JK A52036

1FTBW2XGX

JK A52036

NB

BU09

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fuel economy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal

Driver Passenger

★★★★★

Crash

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side

Front seat Rear seat

Not Rated

Crash

Based on the risk of injury in a side impact.

Rollover

Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

www.safercar.gov or 1-888-327-4236



1FTBW2XGXJK A52036

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Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit www.fordcredit.com.



Scan this code to experience this vehicle or text 1FJKAS2036 to 48028

or Visit ford.com/windowsticker

Go Further



09/28/2018

1201802163720



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Abdul Pridgen, Police Chief

DATE: October 18, 2018

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF TWO DODGE DURANGO POLICE VEHICLES WITH AFTERMARKET EQUIPMENT FOR AN AMOUNT NOT TO EXCEED \$108,342.14

PURPOSE & RECOMMENDATION

The purpose of this item is to request that the City Council receive the bids and approve the purchase of two patrol vehicles for the Seaside Police patrol division with all the necessary aftermarket equipment not to exceed \$108,342.14

BACKGROUND

In 2012, the Seaside Police Department conducted research in the purchase of new patrol vehicles. At that time, the traditional patrol vehicle for the Seaside Police Department was the Ford Crown Victoria Police Interceptors (4 door sedan). The Ford Crown Victoria's were introduced in the early 2000's as a fleet vehicle for law enforcement organizations. The last model manufactured was in 2012. During that time, our vehicles were approaching their end of life cycle. In 2014, the Seaside Police Department researched and selected to move to a mid-sized police vehicle; a Ford Explorer. Many California law enforcement agencies also moved towards the Ford Explorer; to include the California Highway Patrol.

The Ford Explorer achieved our officers needs, however, one manufacturing issue was discovered nationwide that caused concerns. Carbon monoxide poisoning was seeping into the cabin of the Ford Explorers causing some officers nationwide to lose consciousness. Seaside prevented this danger by placing household carbon monoxide detectors inside the vehicles. Although, the Ford Explorers handled well, several new police vehicles joined the fleet market over the last several years.

Those vehicles included:

- Dodge Charger

- Chevrolet Tahoe
- Dodge Durango

The Seaside Police Department formed a Vehicle Committee to conduct research and evaluate vehicles and select our next fleet of patrol vehicles.

In selecting new police patrol vehicles multiple key aspects were assessed:

- Reliability
- Functionality
- Efficiency
- Environmentally friendly
- Safety
- Fuel-efficiency
- Cost

The Vehicle Committee comprised of sworn Seaside Police staff. The Committee received a Dodge Charger and Dodge Durango to test drive for several weeks. The newer Ford Explorers were also considered, however, the officers overwhelmingly chose to move away from them. The three vehicles (Dodge Charger, Dodge Durango and Chevrolet Tahoe) were all compared. The Tahoe was a great option for police supervisors due to their size and ability to store additional equipment carried by supervisors. The Dodge Charger handled very well, but had limited space for storage and equipment. The Dodge Durango handled very well, was spacious and met all of the key aspects measured by the committee.

The Vehicle Committee submitted a recommendation to purchase two Dodge Durango police vehicles.

FISCAL IMPACT

The Seaside Police Department received three bids for the 2019 Pursuit Rated Police Dodge Durango's and received the following quotes:

My Jeep Chrysler Dodge Ram(Salinas dealership):**\$36,816.76**

Elk Grove Auto Group(Elk Grove Dodge Govt. Fleet dealership):\$37,162.89

National Auto Fleet Group (Watsonville dealership) \$37,146.00

After market equipment is necessary to adequately outfit the purchased vehicles to have emergency lights and sirens. After market equipment includes police lights, sirens, console controls and mandated gun locks/mechanisms and other equipment required to have a fully operational police vehicle.

The vendor most recently used for the Seaside Police and Fire Department was Emergency Vehicle Specialists, Inc (EVS). EVS is located in Hollister, California and familiar with providing aftermarket equipment to peninsula agencies. The total cost for aftermarket equipment would be \$34,708.62 (17,354.31 per vehicle).
(See Attachment B).

Fiscal Impact:

Vehicle purchases: \$73,633.52 (two vehicles @ \$36,816.76 each)

After Market equipment: \$34,708.62(two vehicles outfitted)

PD Line Item Budget Account #100-6120-8187

Total fiscal impact: FY 18/19: **\$108,342.14**

ATTACHMENTS

1. Draft Resolution
 2. Supporting Documentation
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**TO APPROVE AND ACCEPT A BID NOT TO EXCEED \$108,342.14 TO
PURCHASE TWO DODGE DURANGO PATROL VEHICLES WITH AFTERMARKET
EQUIPMENT FOR THE POLICE DEPARTMENT**

WHEREAS, the City of Seaside approves the purchase of two Dodge Durango patrol vehicles used for the police officers not to exceed \$108,342.14;

WHEREAS, the City Council provided conceptual approval and funding for the vehicle purchases with the approval of the 2018/2019 Fiscal Year Budget;

WHEREAS, the vehicles will be used by police officers in their day-to-day transportation needs and requirements governed by the City of Seaside Vehicle Use Policy;

WHEREAS, the vehicles will fall under the City of Seaside's vehicle insurance coverage;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the purchase of two Dodge Durango patrol vehicles used for the police officers not to exceed \$108,342.14;

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of September by the following vote:

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

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk

ATTACHMENT

A



**JEEP
CHRYSLER
DODGE
RAM**

Seaside Police Department
Attn: Deputy Chief Nick Borges

September 30, 2018

Quote for 2019 Dodge Durango Pursuit:

Drivetrain: 5.7L Hemi V-8, 8-speed automatic, AWD

Colors: Black with white roof and two white doors, black cloth seats

Options: Driver side and passenger side Unity halogen spot lamps

\$31,999.00 – sale price before paint, tax and fees
\$930.00 – paint roof and two front doors white
\$656.00 – dual spot lamps
\$80.00 – doc fee
\$3,114.01 – 9.25% Seaside sales tax
\$29.00 – electronic filing fee
\$8.75 – tire tax

\$36,816.76 – total cost, per unit

This vehicle will be ordered upon receipt of a purchase order.
Typical delivery is 12-14 weeks after the order is submitted.

Thank you for the opportunity to provide this quote for your consideration. Please let me know if you have any questions or if you need any additional information.

Denis Greathead, Government Fleet Sales Manager
MY Jeep-Chrysler-Dodge-Ram / MY Chevrolet / MY Nissan-Kia
600 Auto Center Circle
Salinas, CA 93907
831-320-6519

831.442.1000
From Monterey 372.7286
Fax 831.442.3616
600 Auto Center Circle
Salinas, CA 93907
www.mycars.com



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

October 3, 2018

Mr. Nick Borges
City of Seaside Police Department
440 Harcourt Ave
Seaside, Ca 93955
Delivery Via Email

Dear Deputy Chief Borges,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Seaside new/unused 2019 Dodge Durango Pursuit V-8 AWD responding to your requirement with the attached specifications for \$33,646.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. This Unit includes Black and White Paint and duel spot lights.

Selling Price	33,646.00
Sales Tax 9.25%	3,112.25
State Tire Tax	8.75
Delivery	379.00
Total	37,146.00

Terms are net 30 days.
Delivery 90-110 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F
Buzzard5150@gmail.com



Elk Grove Auto Group

Dwane Galatti | 916-429-4702 | dwanefleet@hotmail.com

Seaside PD

Prepared For: Deputy Chief Nick Borges

831.899.6748 x6892

[Fleet] 2019 Dodge Durango (WDEE75) Pursuit AWD

NON CONTRACT QUOTE

\$28,710.00
2,995.00 Upgrade to V8
820.00 Left & Right Side Halogen
Spot Lamps
1,163.00 2 Front Doors and Roof
Painted White

\$33,688.00
3,116.14 SALES TAX @ 9.25%
8.75 TIRE FEE
350.00 DELIVERY

\$37,162.89

ELK GROVE AUTO GROUP
8575 LAGUNA GROVE DRIVE
ELK GROVE, CA 95757

ATTACHMENT

B

emergency

vehicle specialists, inc.

300 Park Center Drive, Hollister, CA 95023
830 Ricardo Court, San Luis Obispo, CA 93401

Phone: 831-634-1600

Fax: 831-634-1602

QUOTATION

Quote Number: 2548

Quote Date: Sep 25, 2018

Page: 1

Quoted To:

Seaside Police Department
Attn: Accounts Payable
440 Harcourt Ave.
Seaside, CA 93955

Ship To:

Seaside Police Department
Attn: Accounts Payable
440 Harcourt Ave.
Seaside, CA 93955

Customer ID	Good Thru	Payment Terms	Shipping	Sales Rep
00165	10/25/18	Net 30 Days	Customer Pickup	Aaron Kakebeen
Qty	Item	Description	Unit Price	Amount
2.00	50LEG-CARB-EVS	Whelen 50" Legacy WC DUO/Carbide Package (Includes: GB8****, CCSRNT5, CANCTL*, SA315P, SAK**, CC5K*)	3,325.00	6,650.00
2.00		GB8DEDE		
2.00		CANCTL7		
2.00		CC5K1		
2.00		SA315P		
2.00		SAK1		
2.00	CANEM16	Whelen 16 Output Expansion Module, for Carbide Only	164.26	328.52
8.00	TLIB	Whelen ION T-Series, Blue - Mount (2) on push bumper, 1 in cargo window, (1) under hatch, PS	95.58	764.64
8.00	TLIR	Whelen ION T-Series, Red - Mount (2) on push bumper, 1 in cargo window, (1) under hatch, DS	95.58	764.64
2.00	FHL-CHG	Federal Signal Headlight Flasher, 15-17 Charger, 15-17 Durango, 15-17 Tahoe	52.57	105.14
2.00	FHL-TAIL	Federal Signal Universal Tail Light Flasher	48.68	97.36
2.00	RIG98003	Rigid Industries SRQ Flush Mount LED Light, Black, Pair	239.39	478.78
2.00	PTL4213	Pro Guard Two 3" Round Red/White LED's - Includes Switch and 15ft of cable	134.23	268.46
2.00	BK0534DUR11	Setina PB400 VS Aluminum Push Bumper, 11-18 Durango	311.20	622.40
2.00	PK0355DUR11	Setina #10VS Recessed Panel Partition, Horizontal Sliding Coated Poly-Carbonate Window, 11-18 Durango	687.20	1,374.40
2.00	GK10301S1UHKSSC	Setina Dual T-Rail Lock Shotgun & Universal Hand Cuff Key Override	327.20	654.40
2.00	WK0514DUR11	Setina Window Barrier VS Steel Vertical(Compatible with stock & TPO door panels), 11-18 Durango	170.24	340.48
2.00	DK0100DUR11	Setina Door Panel TPO Plastic, Black, 11-18 Durango	192.54	385.08
2.00	QK0635DUR11	Setina Replacement Prisoner Seat, Center Pull Seatbelt System, Includes #12VS Expanded Metal Partition, 11-18 Durango	974.40	1,948.80
2.00	TK0236DUR11	Setina CARGO BOX - TOA- Tray, Open Top with Anchor Points -	794.69	1,589.38

By signing this document I acknowledge that I have carefully examined the details and have found it to conform to my order specifications and accept full ownership of the products and all associated responsibility. I assume responsibility for any required shipping charges, even when omitted from my purchase order. Upon approval, equipment & parts will be invoiced at the time of order payment due within the above terms unless preapproved in writing. Installation will be billed separately at completion. 20% restocking fee for cancellation of order or return of parts within 30 days.

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued

Accepted By _____ Print _____

Title _____ Date _____



emergency

vehicle specialists, inc.

300 Park Center Drive, Hollister, CA 95023
830 Ricardo Court, San Luis Obispo, CA 93401

Phone: 831-634-1600

Fax: 831-634-1602

QUOTATION

Quote Number: 2548

Quote Date: Sep 25, 2018

Page: 2

Quoted To:

Seaside Police Department
Attn: Accounts Payable
440 Harcourt Ave.
Seaside, CA 93955

Ship To:

Seaside Police Department
Attn: Accounts Payable
440 Harcourt Ave.
Seaside, CA 93955

Customer ID	Good Thru	Payment Terms	Shipping	Sales Rep
00165	10/25/18	Net 30 Days	Customer Pickup	Aaron Kakebeen
Qty	Item	Description	Unit Price	Amount
2.00	TPA9289	BSC- Base Sliding with Combination Lock, 11-18 Durango		
2.00	TF0237DUR11	Setina Cargo Tray No Lock TRN FUI 12-18	283.98	567.96
2.00	C-VS-1600-DUR-2	Setina Free Standing Bracket Kit, 11-18 Durango	66.16	132.32
2.00	C-EB40-CCS-1P	Havis 2014-2017 Dodge Durango Vehicle Specific 16" Console	369.03	738.06
2.00	C-EB25--XTL-1P	Havis Cencom Face Plate 4"		
		Havis 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500		
2.00	C-AP-0625-L	Havis 6" Accessory Pocket W/Hinged Lid & Lock, 2.5" Deep	77.28	154.56
2.00	C-LP2-PS1-USB	Havis Two 12V dc "lighter plug" outlets with attached caps and 1 horizontal USB cut out, 1.5" Faceplate	95.48	190.96
4.00	C-FP-1	Havis 1" Blank Face Plate		
2.00	TA-2505-DUR	Hint Twin Arm System with G.R.I.P. Tilt/Swivel and Telescopic Post with Under the Seat Base for Dodge DURANGO (Specify Year)	494.55	989.10
2.00	AP-VESA-75	Hint VESA 75 Laptop Adaptor	55.00	110.00
2.00	DS-PAN-111	Havis Toughbook Certified Docking Station for Panasonic Toughbook CF-30 and CF-31 Laptops	667.33	1,334.66
2.00	LPS-104	Havis 120 Watt Power Supply for use with DS-PAN-110 Series Docking Stations	171.86	343.72
2.00	LP-IN1958-W	Panorama Antenna Wireless N-MIMO Cell & GPS Antenna	315.31	630.62
2.00	LGMM-EXT-R	Panorama Antenna Thick Panel Adaptor Kit	38.00	76.00
2.00	IBR900	Cradlepoint Modem	899.99	1,799.98
2.00	CH27-1-20	20' Harness, w/Timer, w/Circuit Breaker	484.00	968.00
2.00		MB-UNI27	40.00	80.00
2.00	SBR-38B-S	Junction Block, 3/8" Stud, Red	9.00	18.00
2.00	SBB-38B-S	Junction Block 3/8" Stud, Black	9.00	18.00
2.00	15A-600V	12 Position Terminal Block with Connector Strip	8.00	16.00
2.00	7008K82	Flex 90°Elbow .16"-.31" Cord Dia	14.00	28.00

By signing this document I acknowledge that I have carefully examined the details and have found it to conform to my order specifications and accept full ownership of the products and all associated responsibility. I assume responsibility for any required shipping charges, even when omitted from my purchase order. Upon approval, equipment & parts will be invoiced at the time of order payment due within the above terms unless preapproved in writing. Installation will be billed separately at completion. 20% restocking fee for cancellation of order or return of parts within 30 days.

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued

Accepted By _____ Print _____

Title _____ Date _____



emergency

vehicle specialists, inc.

300 Park Center Drive, Hollister, CA 95023
830 Ricardo Court, San Luis Obispo, CA 93401

Phone: 831-634-1600

Fax: 831-634-1602

QUOTATION

Quote Number: 2548

Quote Date: Sep 25, 2018

Page: 3

Quoted To:

Seaside Police Department
Attn: Accounts Payable
440 Harcourt Ave.
Seaside, CA 93955

Ship To:

Seaside Police Department
Attn: Accounts Payable
440 Harcourt Ave.
Seaside, CA 93955

Customer ID	Good Thru	Payment Terms	Shipping	Sales Rep
00165	10/25/18	Net 30 Days	Customer Pickup	Aaron Kakebeen
Qty	Item	Description	Unit Price	Amount
2.00	7008K87	Flex 90° Elbow .39"-.55"	18.76	37.52
6.00	50CB	50 Amp Circuit Breaker	7.00	42.00
2.00	4RD-933-332-01	SPDT 40 Amp Relay (376039)	10.00	20.00
2.00	INSTALL KIT	Install Kit	300.00	600.00
2.00	SL	Shop Labor	3,000.00	6,000.00
2.00	IBFC	In-Bound Freight Charge	750.00	1,500.00
(2) 2019 Dodge Durango. Purchase and install items listed along with customer supplied WatchGuard and radio (with antenna system).				

By signing this document I acknowledge that I have carefully examined the details and have found it to conform to my order specifications and accept full ownership of the products and all associated responsibility. I assume responsibility for any required shipping charges, even when omitted from my purchase order. Upon approval, equipment & parts will be invoiced at the time of order payment due within the above terms unless preapproved in writing. Installation will be billed separately at completion. 20% restocking fee for cancellation of order or return of parts within 30 days.

Accepted By _____ Print _____

Title _____ Date _____

Subtotal	32,767.94
Sales Tax	1,940.68
Freight	
TOTAL	34,708.62



ATTACHMENT

C

SETS
PACE.
KEEPS
PEACE.



The Legend Continues.

POLICE TESTED. PURSUIT READY.

Introducing the new, officer-centric Dodge Durango Pursuit SUV. Built specifically for municipal use, the Dodge Durango Pursuit is completely armed for upfits and features intuitive, easy-to-reach controls, maximum driver comfort and safety advantages designed to protect and serve.

In fact, the Dodge Durango Pursuit SUV is dramatically different from any competitive vehicle. And we've got the evidence to prove it. See how the Dodge Durango Pursuit – complete with the legendary 5.7L HEMI® VVT V8 engine – stacked up against the competition in a 2017 Michigan State Police Evaluation.





ACCELERATION 0-60 MPH DURANGO 7.1 SECONDS

QUICKER THAN:

- Chevy Tahoe 2WD and 4WD
- Ford Police Interceptor Sedan AWD and FWD
- Ford Explorer Interceptor SUV 3.7L AWD
- Ford Explorer Interceptor Hybrid
- Ford Explorer Interceptor EcoBoost 2.0L

STOPPING DISTANCE FROM 60-0 MPH DURANGO 133.94'

SHORTER IS BETTER:

- 13.95' shorter than Chevy Tahoe 4WD
- 12.30' shorter than Chevy Tahoe 2WD
- 9.01' shorter than Ford F-150 Responder
- 7.97' shorter than Ford sedan EcoBoost
- 2.23' shorter than Ford Utility EcoBoost
- 2.23' shorter than Ford Hybrid Responder

COMFORT AND CAPACITY IN CRUCIAL TIMES

Dodge Durango Pursuit gives officers space where it's needed. And compared to the Ford Explorer Interceptor, the differences in headroom and shoulder room are marginal, as are the hip room, leg room and cargo capacity behind the 1st row. Here's the breakdown:

Headroom	Dodge = 79.5"	Ford = 41.4"	+1.5"
Shoulder Room	Dodge = 58.5"	Ford = 61.3"	+2.8"
Hip Room	Dodge = 57.8"	Ford = 57.5"	+0.3"
Leg Room	Dodge = 40.3"	Ford = 40.6"	+0.3"
Cargo Capacity behind 1st Row	Dodge = 84.5"	Ford = 85.1"	+0.6"

PURSUIT SAFETY & SECURITY FEATURES

Dodge Durango Pursuit already comes loaded with critical features that are designed to ease the officer's job, to protect and serve the public:

- High-strength advanced steel safety cage, seven standard air bags, and comprehensive package with safety alert systems for maximum protection
- Pursuit equipment like a powerful battery that churns out an available impressive 800 cold-cranking amps
- Spotlight wiring pre-prep
- Ready Alert Braking anticipates situations when the driver may initiate an emergency stop and sets the brake pads against the rotors, decreasing the time required for full brake application
- Durango Pursuit has 8.1" of ground clearance over Ford Explorer Interceptor's 6.5" clearance making for safer pursuits, especially off-road



LAW ENFORCEMENT PURSUIT SUV COMPETITIVE COMPARISON

When it comes to key features in the pursuit utility category, the Dodge Durango Pursuit vehicle stacks up impressively versus the competition. The facts don't lie. Take a look for yourself.

PURSUIT UTILITY KEY FEATURES:	Dodge Durango Pursuit	Ford Explorer Interceptor	Chevy Tahoe PPV
Eight-Speed Automatic Transmission	Standard eight-speed	Standard six-speed	Standard six-speed
Rear Load Leveling Suspension	Standard	Not Available	Not Available
Three-Zone Automatic Temperature Control for Officer and K9 Comfort	Standard three zones	Two zones only	Two zones only
Towing Capability	Standard Max. 7,200 lbs. (AWD)	Standard Max. 3,000 lbs. (AWD)	Available Max. 4,000 lbs. (AWD)
Fuel Mileage	19 city / 26 hwy mpg	16 city / 21 hwy mpg	14 city / 19 hwy mpg
All-Wheel Drive	Standard	Standard	Available

The Legend Continues.





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: October 18, 2018

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE CITY OF MARINA FOR THE STORAGE OF RESERVE (BACK-UP) FIRE APPARATUS IN A CITY OF MARINA OWNED BUILDING.

PURPOSE & RECOMMENDATION

It is recommended that the City Council approve authorizing the City Manager to sign an agreement with The City of Marina for the storage of reserve (back-up) fire apparatus in a City of Marina owned building.

BACKGROUND

The Seaside Fire Department is an “all-hazards” agency, meaning we respond to all types of incidents. Certain incident types require specialty equipment and apparatus, and in order to carry out our mission, this equipment must be at the ready at all times. Our current location was built in 1978 and at the time, provided a sufficient amount of vehicle and equipment storage. Over the years as our mission has expanded and we find ourselves in need of additional storage of fire apparatus; in particular, reserve or back-up apparatus. Until recently, we housed two reserve pumpers in a building at CSUMB between 7th and 8th Avenues; the University now has plans to use the building and asked us to vacate by October 22nd.

In discussions with the Fire Chief in Marina, the City was offered storage in a building we previously utilized off 2nd Avenue between 7th and 8th Streets; the building is secure and will fit both pieces of apparatus. We will have use of this building until future plans for its use are finalized. This will allow us enough time to master plan the delivery of fire and emergency services to the City owned properties in the former Fort Ord. Marina is offering this space at no cost to the City.

RISK MANAGEMENT REVIEW

This agreement is essentially for the same purpose signed by CSUMB in February of 2018.

FISCAL IMPACT

There is no fiscal impact to the City of Seaside.

ATTACHMENTS

1. Resolution
 2. Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE CITY OF MARINA FOR THE STORAGE OF RESERVE (BACK-UP) FIRE APPARATUS IN A CITY OF MARINA OWNED BUILDING.

WHEREAS, the Seaside Fire Department is an “all-hazards” agency, meaning we respond to all types of incidents. Certain incident types require specialty equipment and apparatus, and in order to carry out our mission, this equipment must be at the ready at all times, and;

WHEREAS, our current location was built in 1978 and at the time, provided a sufficient amount of vehicle and equipment storage, and;

WHEREAS, over the years as our mission has expanded we find ourselves in need of additional storage of fire apparatus, in particular reserve or back-up apparatus, and;

WHEREAS, until recently, we stored two reserve pumpers in a building at CSUMB between 7th and 8th Avenues; the University now has plans to use the building and asked us to vacate by October 22nd, and;

WHEREAS, in discussions with the Fire Chief in Marina, the City was offered storage in a building the department previously utilized, off 2nd Avenue between 7th and 8th Streets, and;

WHEREAS, we have use of this building until future plans for its use are finalized; this allows us enough time to master plan the delivery of fire and emergency services to the City owned properties in the former Fort Ord, and;

WHEREAS, Marina is offering this space at no cost to the City.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to sign an agreement with the City of Marina for the storage of reserve (back-up) fire apparatus on the university campus.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of October, 2018, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

FACILITY USE AGREEMENT

This Facility Use Agreement is made by and between the City of Marina, (hereinafter referred to as "**MARINA**"), Marina, CA 93933, and City of Seaside, on behalf of **City of Seaside**, (hereinafter referred to as "**SEASIDE**"), Seaside CA 93955.

PURPOSE

SEASIDE desires to lease Building (address.) and its proximal secured fenced area located East of 2nd Avenue, South of 8th Street, for the purpose of temporary storage of firefighting vehicles and equipment. **MARINA** desires that this currently available and otherwise unused building and area be used for this temporary purpose. For the mutual benefit of both **SEASIDE** and **MARINA**, each agrees to the following terms and conditions.

SCOPE

1. **MARINA** grants to **SEASIDE** the temporary use of the designated areas as described above.
2. **SEASIDE** may use the designated areas only for the temporary storage indicated above. The space is not to be used for vehicle washing, cleaning or repair/maintenance.
3. **SEASIDE** agrees to completely vacate the designated areas within **seven (90) days notice** from City of **MARINA** to City of Seaside Fire Chief.
4. **SEASIDE** is responsible for maintenance and cleanup of the designated areas including all associated costs. Cleanup should be performed as needed. Any waste generated by SFD shall be removed daily. Waste storage is prohibited.
5. **SEASIDE** retains responsibility for vehicles and equipment. **MARINA** assumes no responsibility for loss or damage to any vehicles/equipment stored or operated by **SEASIDE** or its employees.
6. **MARINA** shall not charge a facility use fee to **SEASIDE** for use of the designated areas.

INDEMNIFICATION

SEASIDE shall hold harmless, indemnify, and defend the City of **MARINA**, from and against any and all liability, loss, damage, expense, costs of every nature, and causes of actions arising out of or in connection with the use by **SEASIDE** of said property under the terms of this agreement.

INSURANCE REQUIREMENTS

SEASIDE agrees to maintain liability insurance to meet **MARINA** requirements, and also agrees to name **MARINA** as special endorsement. A letter of self-insured status or an endorsement and certificate of insurance are required, either of which includes a waiver of subrogation for Workers Comp.

SEASIDE shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal liability, and property damage, \$3,000,000 aggregate;
2. Employer Liability: \$1,000,000;
3. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

SEASIDE must provide **MARINA** with documentation of this liability insurance prior to commencement of the facility use.

NOTICE PROVISION

Any official notice or other correspondence which any party may or is required to give, shall be given by mail, or by confirmed email, to **SEASIDE** and **MARINA** at the addresses and emails listed below.

Brian Dempsey
Fire Chief
Seaside Fire Department
1635 Broadway Ave.
Seaside, CA 93955
831-899-6790
BDempsey@ci.seaside.ca.us

Doug McCoun
Fire Chief
City of Marina
211 Hillcrest Avenue
Marina, CA 93933
Dmccoun@cityofmarina.org

TERMINATION

MARINA may terminate this Agreement for any reason, upon seven (90) days prior written notice. **SEASIDE** may terminate this Agreement at any time prior to **MARINA** terminating the

Agreement.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as of the day and year signed below.

City of Seaside

Craig Malin, City Manager

Date

City of Marina

Layne Long, City Manager

Date



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: October 18, 2018

**SUBJECT: APPROVE A RESOLUTION ADOPTING A
MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE
MANAGERS AND SUPERVISORY EMPLOYEES' ASSOCIATION**

PURPOSE & RECOMMENDATION

The purpose of this item is to request City Council approve a resolution adopting the Memorandum of Understanding with the Seaside Managers and Supervisory Employees' Association.

BACKGROUND

Representatives from the Seaside Managers and Supervisory Employees' Association and representatives of the City Council met to discuss a successor Memorandum of Understanding. The meetings were very productive as the two sides worked collaboratively to find a creative way to meet the needs of both parties. The association had two key concerns - maintaining wage equity with the labor market and obtaining an acceptable life / work balance for association members that are required to work regular weekends, evenings, and holidays.

Bringing salaries to the median of the market, in an affordable way, has been a priority for the City over the last several years. This agreement is consistent with the approach the City has taken to implement equity adjustments in an affordable manner.

The terms of this agreement include:

1. Three Year Term: Contract expires December 31, 2021
2. General Salary Adjustments:
 - a. 2% salary increase for all bargaining unit members on January 12, 2019.
 - b. 3% salary increase for all bargaining unit members on January 11, 2020.

- c. 2% salary increase for all bargaining unit members on January 9, 2021.
- 3. Equity adjustments: Positions behind the market as surveyed in July 2018 will receive equity adjustments as outlined in the attached chart.
- 4. Holidays: Exempt bargaining unit members who are required to work on a scheduled holiday will accrue holiday time for the day worked. That accrued holiday time must be used by March 31st of the following calendar year or it will be forfeited. Holiday time has no cash value.
- 5. Safety Boots: Represented employees who are required to wear safety boots on the job shall be reimbursed up to \$250 per year for the purchase of safety boots.
- 6. Dental and Vision Contributions: Bargaining unit members will follow the contribution schedule II (attached).
- 7. All other terms and conditions contained in the current MOU shall remain unchanged.

FISCAL IMPACT

It is estimated that the contract cost for Fiscal Year 2018/2019 will be \$27,000. Although this was not budgeted, it is anticipated this additional cost can be absorbed in the budget.

The total cost over the three year term of the contract is estimated to be \$160,000.

ATTACHMENTS

- 1. Resolution
- 2. MOU Attachment 1 Equity Adjustments
- 3. MOU Attachment 2 Dental and Vision Contributions

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE MANAGERS AND SUPERVISORY EMPLOYEES' ASSOCIATION

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Section 3500 et. seq., Government Code), representatives of the City Manager of the City of Seaside and the Seaside Managers and Supervisory Employees' Association, have met and conferred in good faith regarding wages, and other terms and conditions of employment; in an attempt to reach a Memorandum of Understanding; and

WHEREAS, the Seaside Managers and Supervisory Employees' Association, and the representatives of the City Manager of the City of Seaside have reached agreement with respect to matters herewith jointly set forth, and have developed a written understanding of such matters for the purpose of presenting it to the City Council of the City of Seaside for its determination; and

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding with the Seaside Managers and Supervisory Employees' Association shall be effective as stated therein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of October, 2018, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

Seaside Managers and Supervisory Employees' Association Equity Adjustments

Job Classification	Distance Behind Market (Using				
	Median of Comparators)	Equity Adjustment January 12, 2019	Equity Adjustment July 13, 2019	Equity Adjustment July 11, 2020	Equity Adjustment July 10, 2021
Recreation Superintendent	23.09%	6.00%	6.00%	8.00%	3.09%
Senior Civil Engineer	9.04%	0%	3.01%	3.01%	3.01%
Maintenance & Utilities Superintendent	7.22%	0%	2.41%	2.41%	2.41%
City Clerk	5.15%	0%	1.72%	1.72%	1.72%
Senior Planner	4.74%	0%	1.58%	1.58%	1.58%
Associate Civil Engineer	2.17%	0%	0.72%	0.72%	0.72%

The following classifications are at market based on the survey and will not receive equity adjustments:

Accountant II

Administrative Analyst II

Administrative Analyst

Associate Planner

Economic Development Manager

Maintenance & Utilities Field Supervisor

PAO / City Clerk

Utility Field Supervisor

2019 Dental Plan Premiums

Contribution Schedule for 2018
Plan I (SCEA and Confidential)

	Employee's Monthly Contribution	City's Monthly Contribution	Total Cost
Single	\$ 5.88	\$ 41.16	\$ 47.04
Emp +1	\$ 9.68	\$ 82.80	\$ 92.48
Emp + Children	\$ 10.76	\$ 91.64	\$ 102.40
Emp + Family	\$ 16.09	\$ 134.83	\$ 150.92

Effective January 1, 2019 - New SMSEA Schedule
Plan II (SPOA, SFFA, and SMSEA)

	Employee's Monthly Contribution	City's Monthly Contribution	Total Cost
Single	\$ 4.61	\$ 42.43	\$ 47.04
Emp +1	\$ 7.04	\$ 85.44	\$ 92.48
Emp + Children	\$ 7.84	\$ 94.56	\$ 102.40
Emp + Family	\$ 11.81	\$ 139.11	\$ 150.92

2019 Vision Plan Premiums

Contribution Schedule for 2018
Plan I (SCEA and Confidential)

	Employee's Monthly Contribution	City's Monthly Contribution	Total Cost
Single	\$ 2.90	\$ 5.05	\$ 47.04
Emp +1	\$ 5.74	\$ 5.78	\$ 92.48
Emp + Family	\$ 7.54	\$ 13.12	\$ 102.40

Effective January 1, 2019 - New SMSEA Schedule
Plan II (SPOA, SFFA, and SMSEA)

	Employee's Monthly Contribution	City's Monthly Contribution	Total Cost
Single	\$ 2.44	\$ 5.52	\$ 47.04
Emp +1	\$ 5.52	\$ 6.00	\$ 92.48
Emp + Family	\$ 7.14	\$ 13.52	\$ 102.40



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: October 18, 2018

**SUBJECT: AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT
WITH MID-COAST HOLDING GROUP, LLC A LIMITED LIABILITY
COMPANY**

PURPOSE & RECOMMENDATION

It is recommended that City Council adopt resolutions authorizing the City Manager to execute an amended Exclusive Negotiating Agreement with Mid Coast Holding Company, LLC for the property located South of Lightfighter and West of First Avenue on the Former Fort Ord extending the agreement for one year.

BACKGROUND

While no project has been presented, the developer intends to propose a luxury auto center that incorporates as much of the Fort Ord Regional Design Guidelines as practical. If the development is able to move forward, it will create significant employment and sales tax revenue for the City. This ENA was extended through July 2018 and has been subject to the tolling agreement (an extension triggered by the City asking the developer to wait) since. The delay was due to the pending 2040 General Plan, which will move the open space area contemplated on this parcel to several other parcels within the Former Fort Ord, and to areas with better, less fragmented habitat.

The amended agreement extends the Exclusive Negotiating Agreement for one year with an option to extend an additional 8 months if the developer is performing all of the tasks required. This extension will allow the new General Plan to be completed and to make the required changes to the City's current land-use map. The extension also allows for sufficient time to move through the FORA Base Reuse Plan Consistency Determination for the General Plan and underlying zoning ordinance.

FISCAL IMPACT

This action will have no fiscal impact, however, completing the project will result in significant new sales and property tax revenues.

ATTACHMENTS

1. Draft Resolution
 2. DRAFT - Revised Exclusive Negotiating Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY OF SEASIDE

**AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED EXCLUSIVE
NEGOTIATING AGREEMENT BETWEEN THE CITY OF SEASIDE AND MID
COAST HOLDING, LLC, A LIMITED LIABILITY COMPANY.**

WHEREAS, The Successor Agency entered into an Exclusive Negotiating Agreement with Mid Coast Holding, LLC to complete due diligence for the ~29 acre parcel south of Lightfighter Dr. and west of First Avenue with the APN 031-151-012 on April 16, 2016. ; and

WHEREAS, The City requires more time to complete the required entitlement actions;
and

WHEREAS, The Developer has continued to comply with the terms of the existing Exclusive Negotiating Agreement; and

WHEREAS, The City desires that this property be developed.

NOW, THEREFORE, BE IT RESOLVED that City of Seaside hereby authorizes the City Manager to execute an Amended and Restated Exclusive Negotiating Agreement between the City of Seaside and Mid Coast Holding Company, LLC a limited liability company including any non-substantive changes required, extending the due diligence period by a maximum of twenty (20) months.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of October, 2018, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

EXCLUSIVE NEGOTIATING AGREEMENT

This EXCLUSIVE NEGOTIATING AGREEMENT (this "ENA") is dated as of April October 16, 2016-2018 (the "Effective Date") and is entered into by and between the CITY OF SEASIDE, a municipal corporation (the "City") and MID COAST HOLDING GROUP, LLC. A limited liability company, a _____ (the "Developer"). The City and the Developer are sometimes individually referred to as a "Party" and are sometimes collectively referred to as the "Parties."

RECITALS

A. The Successor Agency to the Seaside Redevelopment Agency ("Successor Agency") owns the land in the City of Seaside, California that is generally depicted on the "Site Map" attached hereto as Attachment No. 1 (the "Site"). The Site is designated on the Successor Agencies Long Range Property Management Plan as property that is to be conveyed to the City and "retained for future development."

B. The City has received a proposal from Developer for the purchase of the Site by the Developer and the development of an Auto Center (the "Project") on the Site.

C. After considering the proposal of the Developer, the City has instructed the City's staff to proceed with this ENA between City and Developer to negotiate with each other on an exclusive basis to establish the terms and conditions of Disposition and Development Agreement (the "Agreement") that would result in the Developer's acquisition of the Site from the City at its appraised fair market value and the Developer's subsequent development of the project on the site (the "Project").

D. The Developer and the City are willing to enter into this ENA setting forth, among other things, the terms pursuant to which the City will negotiate with the Developer on an exclusive basis for a specified period regarding the terms of the Agreement.

E. Through the ENA Period (as defined below), the staff, consultants and attorneys' of the City will devote substantial time and effort in meeting with the Developer and its representatives, reviewing proposals, plans and reports, and negotiating and preparing the terms of this ENA and the Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The term of this ENA shall commence on the date hereof and shall end on the earlier of: (i) the date that is one (1) calendar year after the date of this ENA, as may be extended by the City Manager under this Section 1, or (ii) the date on which the City terminates this ENA as provided in Section 2 below (the "ENA Period"). Provided that the Developer is not in default under this ENA and the City has not terminated this ENA pursuant to Section 2 below, the ENA period may be extended by the mutual written agreement of Developer and the City Manager of the City (acting for the City) for five (5) calendar months and then for three (3) calendar months to September 21 March 16, 2017-2020 and then December 1 June 16, 2017, (Amended to July 1, 2018) respectively; provided, however, that the City Manager may only grant an extension if: (i) the Developer is not then in default under this ENA (including,

without limitation, Section 7 below); (ii) there are no material issues remaining to be resolved with respect to the Agreement; and (iii) the applicable extension is necessary only to complete the CEQA Documents (as defined in Section 8 below) and then obtain City Council approval of the Agreement (which approval may be given or withheld in the City's sole and absolute discretion).

2. The City may terminate this ENA if the Developer should fail to comply with or perform any provisions of this ENA, or if progress is not being made in negotiations hereunder, as determined by City in good faith but in its sole and absolute discretion.

3. If the Developer and the City staff have not fully negotiated and agreed upon the terms of the Agreement prior to the end of the ENA Period, then this ENA shall automatically terminate and, except as expressly provided herein, neither party hereto shall have any further rights or obligations under this ENA. In no event shall any such negotiated Agreement become effective unless duly approved by the City board after compliance with the California Environmental Quality Act and all other applicable laws.

4. During the ENA Period (as extended under Section 1, if applicable), the City shall not negotiate with any person or entity other than the Developer for the sale, lease or development of the Site.

5. The Developer shall deliver the materials and information identified on Attachment No. 2 attached hereto to the City within the times set forth on Attachment No. 2. At the beginning of each calendar month during the ENA Period (as extended under Section 1, if applicable), Developer shall provide a written report to the City describing in reasonable detail the Developer's activities with respect to the Project during the preceding calendar month.

6. During the ENA Period (as extended under Section 1, if applicable), the City shall use good faith efforts to complete (or cause to be completed) the matters set forth in Attachment No. 4 attached hereto.

7. Developer shall reimburse City for its actual out-of-pocket costs and expenses (including legal fees and costs) incurred in preparing this ENA and fulfilling its obligations under this ENA from the date hereof, including, but not limited to: (i) the cost of developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Site; (ii) the cost of preparing, reviewing and processing the CEQA Documents (as defined in Section 8 below); (iii) the costs of staff review of Developer submittals and the costs of consultants retained by City in connection with the Agreement or Project (including, without limitation, attorneys' fees and costs) at the rates set forth on Attachment No. 4; and (iv) the cost of negotiation and preparing the Agreement (collectively, the "Reimbursable Costs"). Concurrently with its execution of this ENA, Developer shall deposit with the City the sum of Fifty-Five Thousand and No/100 Dollars (\$55,000.00) and on or before the date that is six (6) calendar months after the date of this ENA, Developer shall deposit with City an additional didry thousand and NO/100 (\$55,000) (the "Reimbursement Funds"). The Reimbursement Funds may be used and applied from time to time by the City to pay itself for Reimbursable Costs not otherwise paid or reimbursed by the Developer. The Developer shall deposit with the City funds sufficient to replenish the Reimbursement Funds held by City within ten (10) days after written demand by the City with a description of the costs paid from the Reimbursement Funds (unless previously described in writing to Developer). Any remaining

amount of the Reimbursement Funds shall be delivered to the Developer (along with a final accounting of the City's application of the Reimbursement Funds) within thirty (30) business days after the earlier of: (i) the execution of the Agreement by the Parties, or (ii) the termination of this ENA. The provisions of this Section shall survive the expiration or earlier termination of this ENA. Notwithstanding anything to the contrary in this ENA, express or implied, City shall have the right in its sole and absolute discretion to cease evaluation of submittals relating to the Project, stop any other staff work and/or work of its consultants and stop negotiating or discussing the Project and/or Agreement, in whole or in part, in the event that City determines that the sums then on deposit with City are not sufficient to pay for all of the projected/established Reimbursable Costs projected/estimated by City.

8. The City and Developer acknowledge that all applicable requirements of the California Environmental Quality Act ("CEQA") must be met in order to execute and deliver the Agreement and develop the Site and that this may require an environmental impact report, supplemental environmental impact report and/or other reports or analyses for CEQA purposes (collectively, the "CEQA Documents"). The Developer will, at its cost, fully cooperate with the City in the City's preparation of the CEQA Documents as the lead agency for the CEQA Documents.

9. Developer acknowledges that (a) if the Site or any portion thereof was part of the former Fort Ord, prevailing wages shall be paid in connection with the development of and construction on the Site by Developer (and any transferee of Developer) pursuant to Section 2(a) of the Implementation Agreement between City of Seaside and the Ford Ord Reuse Authority and Section 3.03.090 of the Fort Ord Reuse Authority Master Resolution described therein; and (b) prevailing wages may otherwise be required to be paid if the City provides any financial assistance to the Developer in connection with the Project.

10. Developer acknowledges that Developer shall be required to comply with (and to cause its contractors, subcontractors, tenants to comply with) the City's Local First Source Recruitment Policy, a copy of which is available from City staff, and to give preference to contractors in the City and then to contractors in the County.

11. The Developer shall bear all costs and expenses of any and all title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses and other analyses or activities performed by or for the Developer.

12. The Developer and the City understand and agree that neither Party is under any obligation whatsoever to enter into a Agreement. In the event of the expiration or earlier termination of this ENA, the City shall be free at the City's option to negotiate with any persons or entities with respect to the sale, lease and development of the Site.

13. The Developer shall indemnify, defend, and hold the City and City harmless from any and all costs, expenses, losses, claims, liabilities, damages and causes of action arising out of Developer's entering into or performing this ENA and/or Developer's failure to perform any obligation of Developer under this ENA. The Developer's obligations under the preceding sentence shall survive the expiration or earlier termination of this ENA.

14. The Developer represents and warrants that its undertakings pursuant to this ENA are for the purpose of development of the Site and not for speculation in land, and the

Developer recognizes that, in view of the importance of the redevelopment of the Site to the general welfare of the community, the qualifications and identity of the Developer and its principals are of particular concern to the City; therefore, this ENA may not be assigned by the Developer without the prior express written consent of the City in its sole and absolute discretion. However, the City acknowledges that the Developer may intend to form a new entity controlled by the parties comprising the Developer that will be the Developer entity that will be a party to the Agreement. The City shall have the right to review and approve the organizational documents of such entity and the entities comprising such entity.

15. Any notice, request, approval or other communication to be provided by one Party to the other shall be in writing and provided by certified mail, return receipt requested, or a reputable overnight delivery service (such as Federal Express) and addressed as follows:

If to the Developer:

Mid Coast Holdings Group, LLC
c/o Autopilot Development Services, LLC
7459 E. De La O Road
Scottsdale, AZ 85255
Attn: Rick Cartell

If to the City:

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

Notices shall be deemed delivered: (i) if sent by certified mail, then upon the date of delivery or attempted delivery shown on the return receipt; or (ii) if delivered by overnight delivery service, then one (1) business day after delivery to the service as shown by records of the service.

16. For purposes of the negotiations contemplated by this ENA, the Developer's representative shall be Rick Cartel (Phone: (480) 473-0256; Email: cartel@autopilot.com) and the City's representative shall be Craig Malin (Phone: (831) 899-6700; Email: cmalin@ci.seaside.ca.us).

17. This ENA constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the Parties and no representations by either Party to the other as an inducement to enter into this ENA, except as expressly set forth herein. All prior negotiations between the Parties are superseded by this ENA. Neither the City nor its officers, members, staff or agents have made any representations, warranties or promises to the Developer other than as expressly set forth herein.

18. This ENA may not be altered, amended or modified except by a writing duly approved and executed by all Parties.

19. If any Party should bring any legal action or proceeding relating to this agreement or to enforce any provision hereof, or if the Parties agree to arbitration or mediation relating to this ENA, the Party in whose favor a judgment or decision is rendered shall be entitled to recover reasonable attorneys' fees and expenses from the other. The Parties agree that any legal action or proceeding or agreed-upon arbitration or mediation shall be filed in and shall occur in the County of Monterey.

20. The interpretation and enforcement of this ENA shall be governed by the laws of the State of California.

21. Time is of the essence of each and every provision hereof in which time is a factor.

22. This ENA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same ENA.

IN WITNESS WHEREOF, the Parties hereto have executed this ENA as of the day and year first written above.

CITY:

CITY OF SEASIDE

By: _____

Craig Malin, City Manager

Attest:

City Clerk

DEVELOPER:

MID COAST HOLDINGS GROUP,LLC,
a limited liability company

By: _____
Rick Cartell
Member

ATTACHMENT NO. 1

SITE MAP

(Attached.)

Standard Form

ATTACHMENT NO. 2

SPECIFIC DEVELOPER TASKS

1. Within 3 calendar months after the date of this ENA, Developer shall deliver the following items for City staff review and approval:
 - i) Preliminary site plan and revised architectural concept drawings identifying the location, general configuration traffic circulation, and proposed design characteristics of the Project.
 - ii) Conceptual development program (“Development Program”) for the Project that include a breakdown of the proposed scope of development including a range of building square feet by land use and acreage by land use, improvements, approximate number and mix of any residential units, any affordable housing units by level of affordability, proposed public parks/amenities, circulation acreage, and other general uses.
 - iii) Detailed market analysis for the Project demonstrating the marketability of the proposed conceptual development program. If appropriate, the findings of the market study may be used to modify and refine the development concept.
2. Within 3 calendar months after the date of this ENA, Developer and City staff shall determine the likely type and schedule for obtaining entitlements necessary for construction of the Project including, but not limited to, discretionary permits.
3. Within 3 calendar months after the date of this ENA, Developer shall deliver to City for City staff review and approval, a preliminary financing plan for the proposed Project.
4. Within 6 calendar months after the date of this ENA, Developer shall submit to City a schedule of development setting forth the proposed timetable for the commencement, substantial completion and final completion of the Project (the “Development Schedule”).
5. Within 6 calendar months after the date of this ENA, Developer shall deliver to City for City staff review and approval, an organizational chart of the Developer that corresponds to the proposed Development Program.
6. Within 6 calendar months after the date of this ENA, Developer shall deliver to the City a fully completed and executed development application including all items identified on the City of Seaside Development Application Submittal Checklist.
7. Developer shall promptly provide comments to the City on the initial draft of the Agreement and subsequent drafts submitted by City.
8. Within 6 calendar months after the date of this ENA, Developer shall obtain and review a preliminary report for the Site from a title company selected by Developer and copies of the documents listed as title exceptions therein and shall deliver copies of the

reports and documents to City together with a written description of any objections Developer may have to any of the title exceptions (and the rationale for the objections), it being understood that Developer shall have the right under the Agreement to perform/obtain an ALTA survey at Developer's cost and reasonably object to items (and locations of title exceptions) disclosed by such survey.

Prior to execution of the Agreement, the Developer shall submit to the City for its review and approval all organizational documents for the entities signing the documents (and, to the extent requested by City, information, certifications and/or documents relating to the ownership, control and signing authority of the direct and indirect owners, members or partners of each such entity).

ATTACHMENT NO. 3

SPECIFIC CITY TASKS

1. Within thirty (30) days after the Effective Date, City shall provide to Developer copies of all currently existing plans, studies and other written information regarding the Site in the possession of the City, to the extent not previously delivered to Developer and to the extent material to the Project. Thereafter, the City shall promptly provide to Developer within ten (10) days after receipt thereof copies of all plans, studies and other written information material to the Project which are received by the City.
2. As soon as they are available, the City shall provide the Developer with copies of contracts entered into between the City and its consultants for the Project. Developer shall have the right to review and provide input to any and all consultant contracts procured on its behalf prior to execution by the City.
3. Within _____3 months after the date of this ENA, Developer and City staff shall determine the likely type and schedule for obtaining entitlements necessary for construction of the Project including, but not limited to, the Discretionary Permits.
4. City shall use good faith efforts to diligently prepare and process the required CEQA Documents. City agrees to submit a CEQA status report to the Developer monthly during the term of this ENA or as mutually determined by the Parties.
5. City and City staff will review the Developer's development application and other submissions in a timely manner.
6. On or before _____, March 16, 2019, City shall provide an initial draft of the Agreement to Developer and shall thereafter revise the draft Agreement to the extent reasonably permitted by the Agreement negotiations.
7. No consents, approvals or comments by City staff or City staff shall diminish, affect or waive either: (i) rights of the City to later impose conditions and requirements under CEQA; (ii) the rights of the City not to approve the Agreement; (iii) the City's governmental rights, powers and obligations.

ATTACHMENT NO. 4

STAFF HOURLY RATES

(Attached.)

Standard Form



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer

DATE: October 18, 2018

**SUBJECT: APPROVE A RESOLUTION TO AWARD A CONSTRUCTION
CONTRACT TO THE GRANITEROCK COMPANY FOR THE
CUTINO PARK PHASE 1 IMPROVEMENTS FOR AN AMOUNT NOT
TO EXCEED \$3,061,427**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council consider awarding a construction contract to the Graniterock Company for the Cutino Park Phase 1 Improvements for an amount not to exceed Three Million Sixty-One Thousands Four Hundred Twenty-Seven Dollars (\$3,061,427).

BACKGROUND

Cutino Park is situated between San Pablo Avenue and La Salle Avenue east of Noche Buena Street adjacent to the Boys and Girls Club. In 2017, the City retained Verde Design Inc. (Verde) to design a multi-use synthetic sports field, skate park and ADA Improvements to the pathways, snack shack, and restrooms at Cutino Park. The ADA Improvements are funded through the Community Development Block Grant (CDBG). Due to the funding requirements, it was necessary to construct the ADA Improvements first. The ADA Improvement project is currently under construction with an anticipated completion date at the end of October 2018.

The construction of the multi-use synthetic sports field and skate park, Phase I, was put out to bid and advertised on July 5, 2018 and advertised again on July 19, 2018. A mandatory pre-bid meeting was held on Wednesday, July 18, 2018 in which several contractors were in attendance. A public bid opening was held on August 15, 2018 at 4:00 PM. The following bids were received:

Contractor	Base Bid	Add Alt. 1 Entrance Sign	Add Alt. 2 Vinyl Fencing	Add Alt. 3 Pathway Lighting	Total Base Bid + Alts
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Bothman Construction	\$3,062,815	\$46,000	\$52,000	\$12,000	\$3,172,815
Don Chapin Company	\$3,016,750	\$51,500	\$85,000	\$15,000	\$3,168,250
Graniterock Company	\$2,851,862	\$42,500	\$153,815	\$12,250	\$3,061,427

Upon an evaluation of the bid documentation and available funding, it is determined that Graniterock Company is the lowest responsive responsible bidder. The Graniterock Company has successfully completed similar projects.

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a construction contract to the Graniterock Company for an amount not to exceed Three Million Six-One Thousand Four Hundred Twenty-Seven Thousand Dollars (\$3,061,427) for the construction of Cutino Park Phase 1 Improvements.

FISCAL IMPACT

The City adopted the FY 2018/2019 Capital Improvement Program (CIP) on June 21, 2018. The CIP provides authorization for the proposed project using Bond funds. The construction contract will be funded through this bond with an additional 10% contingency. It is customary for a project this size and complexity to budget for a 10% contingency. The total contract value including the 10% contingency would not exceed \$3,337,570.

ATTACHMENTS

1. Draft Resolution
2. GraniteRock Contract

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

AUTHORIZE THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT TO THE GRANITEROCK COMPANY FOR AN AMOUNT NOT TO EXCEED THREE MILLION SIXTY ONE THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS (\$3,061,427) FOR THE CONSTRUCTION OF CUTINO PARK PHASE 1 IMPROVEMENTS

WHEREAS the City Council approved the design concept for a multi-use synthetic field and skate park at Cutino Park; and

WHEREAS Verde Design Inc. has completed the design and the project has been put out to bid; and

WHEREAS the project was put out to bid and advertised on July 5, 2018 and advertised again on July 19, 2018, and a mandatory pre bid meeting was held on Wednesday, July 18, 2018 in which several contractors were in attendance; and

WHEREAS at a public bid opening on August 15, 2018 three bids were received; and

WHEREAS based upon the review of the bid documents submitted by the Graniterock Company was the lowest responsive responsible bidder; and

WHEREAS the Graniterock Company has successfully completed similar projects.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside authorizes the City Manager to execute a construction contract to the Graniterock Company for the construction of Cutino Park Phase 1 Improvements for an amount not to exceed Three Million Sixty-One Thousand Four Hundred Twenty-Seven Dollars (\$3,061,427); and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorize the City Manager to execute up to an additional 10% contingency for written amendments to the Graniterock Company contract such that the full value of the contract may not exceed \$3,337,570.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 18th day of October, 2018 by the following vote:

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

Ralph Rubio, Mayor
City of Seaside

ATTEST: _____
Lesley Milton-Rerig, City Clerk

**CITY OF SEASIDE
CONTRACT AGREEMENT
CUTINO PARK PHASE 1 IMPROVEMENTS**

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

WITNESSETH:

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

The work to be done is specified in these special provisions and plans titled David Cutino Park Phase I Improvements dated July 5, 2018, approved by the City Engineer, which said special provisions, plans, and addendums are made part of this contract.

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

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

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

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

ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	1	LS	\$ 137,750.00	\$ 137,750.00
2	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	\$ 1,815.00	\$ 1,815.00
3	Demolition/Clearing & Grubbing	1	LS	\$ 99,875.00	\$ 99,875.00
4	Drainage and Utilities	1	LS	\$ 160,835.00	\$ 160,835.00
5	Hardscape Paving	1	LS	\$ 355,267.00	\$ 355,267.00
7	Synthetic Turf Field	1	LS	\$1,075,713.00	\$1,075,713.00
8	Site Furnishings	1	LS	\$ 78,850.00	\$ 78,850.00
9	Irrigation	1	LS	\$ 69,595.00	\$ 69,595.00
10	Landscape	1	LS	\$ 17,750.00	\$ 17,750.00
11	90 Day Landscape Maintenance Period	1	LS	\$ 1,425.00	\$ 1,425.00
12	Electrical	1	LS	\$ 144,500.00	\$ 144,500.00
13	Skate Park	1	LS	\$ 324,802.00	\$ 324,802.00
14	Project Closeout	1	LS	\$ 2,500.00	\$ 2,500.00
1B	Park Entrance Sign with Lighting	1	LS	\$ 42,500.00	\$ 42,500.00
2A	Black Clad Chain Link Fence	1	LS	\$ 535,000.00	\$ 535,000.00
3A	Pathway Lighting	1	LS	\$ 13,250.00	\$ 13,250.00
Total					\$3,061,427.00

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

Article VII. Indemnity. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

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

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

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

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

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

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

CITY OF SEASIDE
Rick Riedl, City Engineer
440 Harcourt Avenue
Seaside, CA 93955

GRANITE ROCK COMPANY
5225 Hellyer Avenue Suite 220
San Jose, CA 95138

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

CITY OF SEASIDE

CONTRACTOR

by: _____
Craig Malin, City Manager

by: _____
Rodney Jenny, Executive Vice President

Date

Date
Licensed in accordance with an act providing for the
registration of Contractors. License No. 22



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer

DATE: October 18, 2018

**SUBJECT: APPROVE A RESOLUTION AWARDING A PROFESSIONAL
SERVICE AGREEMENT TO PROJECT DIMENSIONS INC. TO
PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR THE CUTINO PARK PHASE 1 IMPROVEMENTS
FOR AN AMOUNT NOT TO EXCEED \$309,288.**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council consider awarding a professional service agreement to Project Dimensions Inc. to perform construction management and inspection services for the Cutino Park Phase 1 Improvements for an amount not to exceed Three Hundred Nine Thousand Two Hundred Eighty Eight Dollars (\$309,288).

BACKGROUND

Cutino Park Phase 1 Improvements consists of the construction of a multi-use synthetic sports field and a skate park. This project was put out to bid and advertised in July of this year. The Graniterock Company (Graniterock) was selected as the lowest responsive responsible bidder and a construction contract award to Graniterock will be considered at this meeting as well. Due to the complexity of this project and limited staffing, a Request for Proposal for Construction Management and Inspection Services was issued on August 3, 2018. On August 31st, staff received one proposal from Project Dimensions Inc., (PDI). PDI has provided construction management and inspection services specifically for park and recreation projects for a number of municipalities. PDI will administer the construction contract, oversee the contractors' day to day operations, as well as perform construction staking and inspection services.

Based upon the proposal, selected team, and references, it is recommended to authorize the City Manager to execute a professional service agreement with Project Dimensions Inc. for construction management and inspection services for the Cutino Park Phase 1 Improvements for an amount not to exceed Three Hundred Nine Thousand Two Hundred Eighty-Eight Dollars

(\$309,288).

FISCAL IMPACT

The City adopted the FY 2018/2019 Capital Improvement Program (CIP) on June 21, 2018. The CIP provides authorization for the proposed project using Bond funds. The Construction Management and Inspection Services will be funded through this bond with an additional 10% contingency. It is customary for a project this size and complexity to budget for a 10% contingency. The total contract value including the 10% contingency would not exceed \$340,217.

ATTACHMENTS

1. Resolution
 2. Project Dimensions Inc Contract
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH PROJECT DIMENSIONS INC. TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CUTINO PARK PHASE 1 IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED THREE HUNDRED NINE THOUSAND TWO HUNDRED EIGHTY EIGHT DOLLARS (\$309,288)

WHEREAS, the City Council approved the design concept for a multi-use synthetic field and skate park at Cutino Park; and

WHEREAS, Verde Design Inc. has completed the design and the project was put out to bid; and

WHEREAS, August 3, 2018, the City solicited proposals through a formal Request for Proposals (RFP) from firms to provide construction management and inspection services for the proposed project; and

WHEREAS, on August 31, 2018, the City received one proposal from Project Dimensions; and

WHEREAS, based upon the criteria outlined in the RFP and the proposal, staff determined that Project Dimensions Inc. is qualified to perform the construction management and inspection services for the Cutino Park Phase 1 Improvements.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council authorize the City Manager to execute a professional services agreement with Project Dimensions Inc. to provide construction management and inspection services for Cutino Park Phase 1 Improvements for an amount not to exceed Three Hundred Nine Thousand Two Hundred Eighty Eight Dollars (\$309,288); and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorize the City Manager to execute an additional 10% contingency for written amendments to the Project Dimensions' agreement such that the full value of the contract may not exceed \$340,217.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 18th day of October, 2018 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR CUTINO PARK PHASE 1 IMPROVEMENT**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES ("AGREEMENT"), is made and effective as of _____, 2018 between the ("CITY") City of Seaside, a municipal corporation and Project Dimensions Inc. ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on October 18, 2018 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2019 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. CITY MANAGEMENT

The City Engineer shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. The 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 CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The CITY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Nine Thousand Two Hundred Eighty Eight dollars (\$309,288.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the CITY Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by CITY Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The CITY Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the Governing Board.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The 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 CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

- B. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT 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 CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the CITY Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the CITY with a written plan for the cure of the default, the 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.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of 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; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work,

data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify 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 legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any CITY or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence.

B. Duty to defend

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONSULTANT shall defend the CITY at CONSULTANT's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by CITY is not a

condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole or active negligence of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT 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 CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at

law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

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

XIV. 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.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, 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 CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative

XVI. NOTICES

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

XVII. ASSIGNMENT

Packet Page 88

shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of 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 "E" hereto. In the event of conflict, the requirements of CITY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal

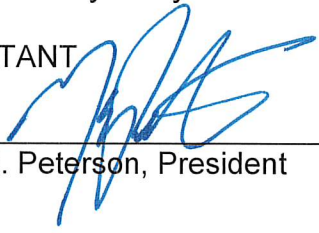
shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: 
George E. Peterson, President

City of Seaside
A Municipal Corporation

Craig Malin, City Manager

ATTEST:

Lesley Milton-Rerig, Agency Clerk

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A
TASKS TO BE PERFORMED

Exhibit A
Scope of Work

The Consultant will serve as the City's full time construction representative. The scope of services shall include management and inspection services related to the following aspects of the Project and more specifically detailed in the Consultant's Proposal attached hereto as Exhibit E:

Task 1 - Construction Management & Inspection Service

The consultant shall be responsible to provide complete construction management, inspection, quality assurance, technical and administrative services for the management and administration of the construction contract, as well as oversight of all activities taken by outside entities in connection with the project. In addition to a construction manager, the consultant shall provide a qualified individual to serve as Resident Engineer (RE). The consultant shall be responsible for but not limited to the following:

1. Providing inspection services during contractor working hours which may include some work during night and weekend hours. Consultant shall be responsible for compiling and organizing the information and documentation required to be kept on file.
2. Assisting the City with negotiations and decisions related to changes to the construction contract, e.g. contract change orders, and to methods to reduce the potential cost and impacts of the construction.
3. Provide weekly updates to the City regarding the ongoing and upcoming activities that impact, or may impact, the use of the project area by the public, nearby property owners, and tenants of properties in the vicinity of the project.
4. Creating and maintaining documents and logs of activities related to the construction of the project in accordance with generally accepted practices for the administration of the construction contracts.
5. Ensure that the materials incorporated into the construction of the project conform to the applicable provisions of the construction contract documents and to the City of Seaside's Quality Assurance Program ("QAP"). Consultant shall arrange for an accredited laboratory and qualified personnel to perform the oversight, testing and reviews required to ensure that the materials incorporated into the construction of the project conform to the construction contract documents and the City's QAP as applicable. The CM Consultant team shall include qualified personnel to perform inspection and review of welding activities associated with the project. The City's QAP is provided in RFP.
6. Perform the necessary construction survey staking for the construction of the project and the placement, and required recording, of survey monuments as indicated in the construction contract documents and required to maintain existing recorded monuments.
7. Provide a qualified, and appropriately registered, individual, or individuals, to act as Survey Resident Engineer responsible for the construction survey staking, survey monument installation and recording activities required for the project.
8. Maintain a set of full-sized construction contract plans and special provisions to markup and provide to City as a complete set of As-Built plans and special

Exhibit A
Scope of Work

provision redlined markups once construction activities have ended. The complete set of As-Built plans and special provision markups shall be legible and suitable for the City to provide the markups to the City's designer for developing electronic versions of the As-Built plans and special provisions.

Task 2 - Closeout of the Construction Contract

The consultant shall be responsible for the various activities and documentation required to close out the construction contract.

EXHIBIT B
PAYMENT SCHEDULE

City of Seaside

Construction Management Services

David Cutino Park Phase I Improvements

COST PROPOSAL

ITEM NUMBER	TASK DESCRIPTION	PRINCIPAL-IN-CHARGE	SR. PROJECT MANAGER	SR. CONSTRUCTION MANAGER	MATERIALS INSPECTIONS & TESTING SUB-CONSULTANT	RESIDENT ENGINEER	PROFESSIONAL SURVEYING
		Jonathan D. Conk \$ 200 Hr.	Robert E. Jones \$170 Hr.	David Ginlel \$130 Hr.	Butano Geotechnical Engineering (Rates Vary)	Butano Geotechnical Engineering \$150 Hr.	Monterey Bay Engineering, (Rates Vary)

CONSTRUCTION MANAGEMENT SERVICES - PDI (7 MONTHS)							
	CONSTRUCTION MANAGEMENT						
1.1	Contract Document Administration	Included	Included	Included	-	-	-
1.2	On-Site Construction Oversight	Included	Included	Included	-	-	-
1.3	Permit Coordination / Management	Included	Included	Included	-	-	-
1.4	Agency Coordination	Included	Included	Included	-	-	-
1.5	Utility Coordination	Included	Included	Included	-	-	-
1.6	Schedule / Budget Review & Comments	Included	Included	Included	-	-	-
1.7	Project / Contract Documentation	Included	Included	Included	-	-	-
1.8	Weekly Progress Meetings	Included	Included	Included	-	-	-
1.9	Shop Drawing Review Coordination	Included	Included	Included	-	-	-
1.10	Submittal Review & Coordination	Included	Included	Included	-	-	-
1.11	RFI Review & Coordination	Included	Included	Included	-	-	-
1.12	Change Order Review & Comments	Included	Included	Included	-	-	-
1.13	Cost Control Recording & Documentation	Included	Included	Included	-	-	-
1.14	Coordination with City / Design Team	Included	Included	Included	-	-	-
1.15	Job Safety Monitoring	Included	Included	Included	-	-	-
1.16	Progress Payment Review & Comments	Included	Included	Included	-	-	-
1.17	Community Relations	Included	Included	Included	-	-	-
1.18	Neighborhood Public Relations	Included	Included	Included	-	-	-
1.19	Site Photography / Video Tape Recordation	Included	Included	Included	-	-	-
1.20	Preliminary Site Walk & Punch List	Included	Included	Included	-	-	-
1.21	Final Site Walk & Punch List	Included	Included	Included	-	-	-
1.22	Certify Payroll	Included	Included	Included	-	-	-
1.23	Record Drawings & As-Built Plan Review & Comments	Included	Included	Included	-	-	-
1.24	Contract Close-Cut	Included	Included	Included	-	-	-
1.25	Issue Notice Of Completion	Included	Included	Included	-	-	-
	TOTAL HOURS	60	620	465	-	-	-
**	COST SUB-TOTALS	NO CHARGE	\$ 105,400.00	\$ 60,450.00	\$ -	\$ -	\$ -

CONSTRUCTION MANAGEMENT SUB-TOTAL:	\$ 165,850.00
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SUB-CONSULTANT SERVICES							
	GEOTECHNICAL TESTING & INSPECTIONS / RESIDENT ENGINEER SERVICES						
2.1	Project Meetings (City & Jobsite) - As Required	-	-	-	Included	-	-
2.2	Geotechnical Inspections	-	-	-	Included	-	-
2.3	Materials Testing & Inspection Coordination	-	-	-	Included	-	-
2.4	Field Observation Daily Reports	-	-	-	Included	-	-
2.5	Storm Water Pollution Prevention Plan Verification	-	-	-	Included	-	-
2.6	Special Inspection & Testing	-	-	-	Included	-	-
2.7	Welding Inspections (Fabrication & Site)	-	-	-	Included	-	-
2.8	Laboratory Tests & Results	-	-	-	Included	-	-
2.9	Resident Engineering Services - QAP Verification	-	-	-	-	Included	-
	SURVEYING / SURVEY RESIDENT ENGINEER						
3.1	Construction Survey Staking	-	-	-	-	-	Included
3.2	Monument Recording	-	-	-	-	-	Included
3.3	Daily Reports & Logs	-	-	-	-	-	Included
3.4	Record Drawings & As-Built Plan Review & Comments	-	-	-	-	-	Included
	TOTAL HOURS				*	300	*
	COST SUB-TOTALS				\$ 42,630.00	\$ 45,000.00	\$ 41,480.00

SUB-CONSULTANT SERVICES SUB-TOTAL:	\$ 129,110.00
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SUB-CONSULTANT MARK-UP (8%)	\$ 10,328.00
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REIMBURSABLE EXPENSES	
4.1	Miscellaneous Office Supplies, Reprographics, Xerox, Vehicle, Mileage (Per PSA)
REIMBURSABLE EXPENSES SUB-TOTAL:	\$ 4,000.00

CONSTRUCTION MANAGEMENT SERVICES GRAND TOTAL:	\$ 309,288.00
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ADDITIONAL SERVICES UPON REQUEST (Not Included in Scope of Services)		
A-1	ADA Compliance Review by CASp	TBD
A-2	24/7 Site Video Site Monitoring	TBD
A-3	SWPPP Preparation, QSP, QSD Services	TBD
A-4	Dust Mitigation Plan & Dust Monitoring (\$1,400 + \$100 per Unit Per Day)	TBD
A-5	Hazardous Soils Remediation Monitoring & Testing	TBD

* Sub-Consultant cost proposals with detailed breakdown of tasks, hours assigned and hourly rates are available upon request. The Butano Geotechnical Engineering, Inc. and the Monterey Bay Engineering, Inc. services will be provided by multiple personnel classifications at various hourly rates.

** Project Dimensions, Inc. is proposing to provide the requested Construction Management Services, not including the Geotechnical and Survey Services for an estimated 5.5% of the aproximate construction contract estimate of \$3M.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY 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 CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY 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 CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

CITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, 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

CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

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

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

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

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

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY 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 CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

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

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

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

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY 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 CITY.

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

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

EXHIBIT D
REQUEST FOR PROPOSAL

CITY OF SEASIDE

CONSTRUCTION MANAGEMENT SERVICES DAVID CUTINO PARK PHASE I IMPROVEMENTS

Proposal Due August 31, 2018

The City of Seaside ("CITY") issues this Request for Proposal (RFP) to request proposals from qualified firms to provide professional services related to the management and administration of the construction phase of the Cutino Park Phase 1 Improvement Project ("PROJECT"). The construction management services shall consist of the activities necessary to administer the construction contract for the PROJECT. The PROJECT is local funding. The selected firm ("CM CONSULTANT") will be responsible for ensuring that the construction of the PROJECT is administered in accordance with the construction contract documents and applicable local and state requirements.

I. BACKGROUND

The CITY has prepared final plans and specifications for construction of the PROJECT to renovate David Cutino Park. This project includes new synthetic turf field, new skate park, concrete walkways & stairs, new drainage, new fencing & netting, dugouts, bleachers, and water facet, accessible entry and signs, new electrical and irrigation.

The final plans, specifications and estimate ("PS&E"), along with the Caltrans 2015 Standard Plans and 2015 Standard Specifications as referenced in the PS&E, comprise the primary elements of the construction contract documents ("CONTRACT DOCUMENTS") to be executed with the construction contractor. The PS&E can be obtained online at www.ebidboard.com, or in person at the City of Seaside City Hall. The Caltrans 2015 Standard Plans and Specifications can be obtained online through the Caltrans website at www.dot.ca.gov.

The estimate for the cost of the construction contract is approximately \$4 million.

II. SCOPE OF WORK

The CM Consultant will serve as the City's full time construction representative. The scope of services shall include services related to the following aspects of the Project:

Task 1 – Construction Management & Inspection Service

The selected consultant shall be responsible to provide complete construction management, inspection, quality assurance, technical and administrative services for the management and administration of the construction contract, as well as oversight of all activities taken by outside entities in connection with the project. In addition to a construction manager, the consultant shall provide a qualified individual to serve as Resident Engineer (RE). The RE shall be a professional engineer registered in the State of California, shall have served as RE for a construction contract based on Caltrans standard specifications and special provisions within the last five (5) years. Experience with construction of municipal parks is desired. The selected consultant shall be responsible for but not limited to the following:

1. Providing inspection services during contractor working hours which may include some work during night and weekend hours. Consultant shall be responsible for compiling and organizing the information and documentation required to be kept on file.
2. Assisting the City with negotiations and decisions related to changes to the construction contract, e.g. contract change orders, and to methods to reduce the potential cost and impacts of the construction.
3. Provide weekly updates to the City regarding the ongoing and upcoming activities that impact, or may impact, the use of the project area by the public, nearby property owners, and tenants of properties in the vicinity of the project.
4. Creating and maintaining documents and logs of activities related to the construction of the project in accordance with generally accepted practices for the administration of the construction contracts.
5. Ensure that the materials incorporated into the construction of the project conform to the applicable provisions of the construction contract documents and to the City of Seaside's Quality Assurance Program ("QAP"). Consultant shall arrange for an accredited laboratory and qualified personnel to perform the oversight, testing and reviews required to ensure that the materials incorporated into the construction of the project conform to the construction contract documents and the City's QAP as applicable. The CM Consultant team shall include qualified personnel to perform inspection and review of welding activities associated with the project. The City's QAP is provided in Attachment A.
6. Perform the necessary construction survey staking for the construction of the project and the placement, and required recording, of survey monuments as indicated in the construction contract documents and required to maintain existing recorded monuments.
7. Provide a qualified, and appropriately registered, individual, or individuals, to act as Survey Resident Engineer responsible for the construction survey staking, survey monument installation and recording activities required for the project.
8. Maintain a set of full-sized construction contract plans and special provisions to markup and provide to City as a complete set of As-Built plans and special provision redlined markups once construction activities have ended. The complete set of As-Built plans and special provision markups shall be legible and suitable for the City to provide the markups to the City's designer for developing electronic versions of the As-Built plans and special provisions.

Task 2 – Closeout of the Construction Contract

The CM CONSULTANT shall be responsible for the various activities and documentation required to close out the construction contract.

III. FORM AND CONTENT OF PROPOSAL

Proposals should clearly state respondent's qualifications and approach to providing the required services. In reviewing the proposals, the City of Seaside will consider the quality of the proposal to be reflective of the potential quality of the work the Consultant is able to perform. The ability of the Consultant to clearly and concisely convey information will be considered in the review process. Consultants are encouraged not to submit lengthy and overly wordy proposals.

The proposal must be concise (maximum 15 pages) and include, at a minimum, the following:

- A. A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services. The proposal to provide services should remain valid for at least 90 days from the proposal due date.
- B. A statement confirming that the consultant and any sub consultants have obtained and reviewed the PS&E and are familiar with the 2015 Caltrans Standard Plans and Specifications to the extent applicable to the project.
- C. A description of the proposed approach to provide the requested services and associated deliverables, including a timeline showing the timing of the services and associated deliverables.
- D. A summary of the level of effort proposed to provide the requested services in accordance with the timeline included in the proposal. The level of effort should be expressed in hours segregated by labor classification, and by task breakdown as indicated by the tasks shown on the timeline. The proposed number of hours for the individuals for design, construction management, Resident Engineer, Survey Resident Engineer, Inspectors, and Material Testing should be presented for each individual.
- E. A summary of the qualifications and experience of each proposed team's experience working for public entities professionally engaged in construction management projects with experience in the public sector for a minimum of five (5) years.
- F. A list of references of relevant clients, including a contact person with their current telephone number and email address.

For each proposal submitted in accordance with this RFP, the consultant shall also provide a cost proposal in a separate PDF file, or separate sealed envelope (for hardcopy submittals) clearly marked as, "Cost Proposal," with a reference to the corresponding proposal so the cost proposal can be matched to the proposal. For PDF submittals of the cost proposal, the file name should include, "Cost Proposal," and the file should be protected from opening by use of a password selected by the proposer. The password for a cost proposal in PDF format shall only be provided to the City upon request by the City following the review of the proposals and notification that the proposer has been identified as the top-ranked. The cost proposal should correlate to the proposed approach to providing the services, the level of effort summary by classification and task, and the timeline submitted in the proposal.

IV. QUESTIONS AND ADDENDA

Please direct any questions regarding this RFP, including any request for the City of Seaside to issue a formal written clarification or correction of a discrepancy or an omission in this RFP, **via email** to Ms. Leslie Llantero at lllantero@ci.seaside.ca.us by the due date specified in the RFP Schedule. Emails with questions related to this RFP should include, **“Question Regarding CM Services for Cutino Park,”** in the subject line so they can be readily identified as a question related to this RFP.

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFP must be received by the City of Seaside by the due date for written (email) questions specified in the RFP Schedule. Any City of Seaside response to such a request will be made in the form of an addendum to this RFP and will be posted on the City’s website; www.ci.seaside.ca.us per the schedule below. All addenda shall become part of this RFP.

V. SUBMITTAL OF PROPOSALS

Please submit either one (1) electronic copy in PDF format of your Proposal and separate Cost Proposal (with password protection) via email to LLlantero@ci.seaside.ca.us; or two (2) copies in print of your Proposal (only one copy of Cost Proposal required) at the City of Seaside’s offices not later than 4:00 p.m. Pacific Time on Friday, August 31, 2018, addressed as follows:

Attn: Leslie Llantero, Assistant Engineer
Proposal for Construction Management Services – David Cutino Park Phase I Improvements
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6825

Proposals and Cost Proposals received by the City of Seaside after this deadline will not be accepted and will not be accepted if submitted by FAX. Emailed submissions cannot contain zipped files or file attachments larger than 5 Mbytes. It is incumbent upon the proposer to ensure that email transmissions are received at the email address listed above.

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

VI. EVALUATION PROCESS

City staff will review each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. References will also be verified. The proposal review will focus upon the following criteria:

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work?

2. *Staff*: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
3. *Experience*: Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
4. *Professional Standing*: Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?
5. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness*. Ability to perform services in the City of Seaside at a fair and reasonable cost. Ability to respond to request for service in a timely manner.

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

VII. SELECTION PROCESS

Based on staff recommendation, City Council will consider approval of consultant. The term of the agreement is for one year and may be extended in one year increments for up to three additional years. It may be determined that no proposal exhibits adequate qualifications. Therefore, consultant may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFP	August 3, 2018
Last Day To Submit RFI's	August 17, 2018
Response to RFI posted	August 24, 2018
Receipt of Proposals	August 31, 2018 at 4 PM
Interview Consultant(s), if necessary	TBD (if needed)
Consultant Selection	October 4, 2018

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the City of Seaside will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment B.

XI. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the Consultant Agreement (Attachment B).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City of Seaside with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFP.

XII. EXAMINATION OF PROPOSED MATERIAL

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

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of The City of Seaside. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the

Consultant as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City of Seaside shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

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

XIV. DISQUALIFICATION

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

- A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City of Seaside;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Consultant’s inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant’s default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

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

XVI. PROHIBITION OF GIFTS

The City of Seaside officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City of Seaside, or proposing to do business with the City of Seaside. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Consultants

should not offer any gifts or souvenirs, even of minimal value, to the City of Seaside officers or employees. The Consultant shall be subject to the City of Seaside's prohibition.

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFP process:

- A. It is anticipated that the award of the Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement (Attachment B). Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.
- B. This RFP does not commit the City of Seaside to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City of Seaside reserves the right without limitation to:
 - 1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the City of Seaside;
 - 2. Modify and re-issue the RFP;
 - 3. Take action regarding the RFP as may be deemed to be in the best interest of the City of Seaside.
- D. The City of Seaside reserves the right to verify any information provided during the RFP process. The City of Seaside may contact references listed or any other person known to have contracted with Consultant.
- E. An agreement shall not be binding or valid with the City of Seaside unless and until it is executed by authorized representatives of the City of Seaside, and of the Consultant.
- F. While it is the intent of the City of Seaside is to proceed with this project, this solicitation does not obligate the City of Seaside to enter into an Agreement. The City of Seaside retains the right to cancel this RFP at any time should the project be cancelled, the City of Seaside loses the required funding, or it is deemed in the best interest of the City of Seaside. No obligation either expressed or implied, exists on the part of the City of Seaside to make an award or to pay any cost incurred in the preparation or submission of an RFP.
- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.

- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City of Seaside may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

A – Quality Assurance Program (“QAP”)

~~B – Consultant Agreement~~



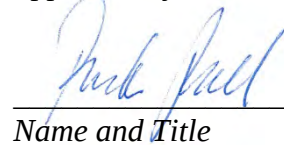
QUALITY ASSURANCE PROGRAM (QAP)

CITY OF SEASIDE

DEPARTMENT OF PUBLIC WORKS

440 Harcourt Avenue Telephone (831) 899-6825
Seaside, CA 93955 FAX (831) 899-6311

Approved By:

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

City Engineer

Name and Title

Date:

September 15, 2016

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I. PURPOSE OF QUALITY ASSURANCE PROGRAM (QAP)

The purpose of this Quality Assurance Program (QAP) is to provide assurance that the materials incorporated into construction projects implemented by the City of Seaside (City) conform with the contract specifications. This QAP should be updated every five years or more frequently if there are changes of the testing frequencies or to the tests themselves.

This QAP applies to three primary categories of projects:

1. Projects on the State Highway System (SHS);
2. Projects not on the SHS and on the National Highway System (NHS); and
3. Projects not on the SHS or NHS.

The QAP for projects implemented by the City of Seaside on the State Highway System shall be consistent with the State of California Department of Transportation (Caltrans) Construction Manual and QAP Manual for Use by Local Agencies (QAP Manual) in accordance with the provisions of a Cooperative Agreement and/or Encroachment Permit approved by Caltrans. The current Caltrans Construction Manual and QAP Manuals are available via the Caltrans website at www.dot.ca.gov.

The QAP for projects implemented by the City of Seaside on the NHS, but not on the SHS, shall be consistent with the QAP Manual and this QAP.

The QAP for projects implemented by the City of Seaside not on the SHS or NHS shall be this QAP.

Sections of the Caltrans Construction Manual or the QAP Manual referenced in this QAP are incorporated herein by reference.

II. DEFINITION OF TERMS

Quality Assurance Program (QAP): A sampling, testing and inspection program to provide assurance that the materials and workmanship incorporated into the project conform to the contract specifications. The main elements of a QAP are the Material Acceptance Program and the Independent Assurance Sampling and Testing Program. The quality assurance measures for an individual project are dependent on the type of project as indicated in *Section I: Purpose of Quality Assurance Program (QAP)* of this QAP.

Material Acceptance Program: Sampling, testing, inspection, and certification of project materials to determine compliance with the contract specifications.

Acceptance Testing (AT): Testing of project materials to determine compliance with the contract specification criteria.

Certificate of Compliance: A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications.

Source Inspection: Sampling, testing and/or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

Independent Assurance Program (IAP): A program that verifies that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipment.

Contract Documents: Contract documents shall consist of the contract plans, special provisions and technical provisions; and any standard plans, specifications and special provisions incorporated into the contract plans, special provisions and technical provisions by reference. The contract documents shall include agreed upon contract change orders executed during contract administration.

III. MATERIALS ACCEPTANCE PROGRAM

Material incorporated into the work shall be accepted by one or more of the following methods, as specified in this QAP and the contract specifications:

- Field Sampling and Acceptance Testing;
- Source Inspection and Testing;
- Manufacturer's Certificate of Compliance (with attachments if required); and/or
- Visual Inspection (typically for minor quantities).

Field Sampling and Acceptance Testing

Field sampling and acceptance testing shall be performed in accordance with the following general provisions:

- Acceptance sampling and testing shall be performed by certified materials personnel.
- Acceptance testing will be performed utilizing accredited materials laboratories and properly calibrated equipment.
- Certifications and accreditations shall be specific to the tests being performed.
- A materials testing results log shall be maintained for any test method performed more than once on a project.
- The test results for materials incorporated into the work shall be in compliance with the contract specifications.
- Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/re-test, and deduction contract changes orders.
- Justification shall be provided for any failing material allowed to remain in place.

Sampling and Testing Locations and Frequencies:

Attachment A

City of Seaside Quality Assurance Program
September 2016

Sampling and testing locations and frequencies shall be in accordance with the contract specifications. If not specified in the contract documents, sampling and testing locations and frequencies shall be as follows for the type of project indicated:

- Projects on the SHS – As required by the Caltrans Construction Manual and QAP Manual;
- Projects on the NHS and not on the SHS – As required by the QAP Manual; and
- Projects not on the SHS or NHS – As shown in *Attachment No. 1: Acceptance Sampling and Testing Frequencies for Projects not on the SHS or NHS* to this QAP.

When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials; the time of such sampling shall be varied with respect to the time of the day, insofar as possible, in order to avoid a predictable sampling routine.

Acceptance Test Methods:

The test methods used shall be as specified in the contract documents. For a material specified to comply with a property shown in the following table, the Agency tests using the corresponding test shown:

Test Property	Test
Relative compaction	CT 216 or 231
Sand equivalent	CT 217
Resistance (R-value)	CT 301
Grading (sieve analysis)	CT 202
Durability index	CT 229
Cleanness Value	CT 227

Acceptance Testing Laboratory:

Acceptance testing may be performed by a Local Agency Laboratory, a consultant laboratory, or other testing laboratory as determined by the City to satisfy the following conditions:

- The materials laboratory shall be under the responsible management of a *California Registered Engineer* with experience in sampling, inspection, and testing of construction materials;

Attachment A

City of Seaside Quality Assurance Program
September 2016

- The Engineer shall *certify* the results of all tests performed by laboratory personnel under the Engineer's supervision;
- Laboratories shall be properly accredited;
- Laboratory testing personnel shall be appropriately certified;
- Testing equipment shall be properly calibrated; and
- Laboratory shall comply with *Section IV. Independent Assurance Program (IAP)*, of this QAP.

Reporting Test Results:

Test results shall be reported to the RE as soon as possible by email and telephone. Copies of complete material test result reports, including data and calculation sheets, shall be provided to the RE in accordance with the timetable below:

Timetable for Providing Full Test Results to RE		
Location Sample Taken	Test Performed	Timing for Results to RE
at Material Plant	Sieve Analysis; Sand Equivalent (SE); or Cleanness Value (CV)	Within 24 hours of test
at Job Site	Compaction; and/or Maximum Density	Within 24 hours of test
	Sieve Analysis; Sand Equivalent (SE); or Cleanness Value (CV)	Within 72 hours of test
	R Value; or Asphalt Extraction	Within 96 hours of test

Acceptance Testing Summary Logs:

The RE shall maintain a testing summary log for each test method performed more than once on the project (CT 217, CT 202 etc.), and by salient feature (structure backfill, subgrade, etc.). The testing summary log shall be consistent with *Appendix H: Example of a Log Summary Sheet* of the QAP Manual. At a minimum, the testing summary log shall contain the following information related to the testing:

- Federal-Aid project number and title;
- City contract number;
- Name and ID number of the test method performed;
- Date sample taken;
- Location where sample was taken;
- Date of test;

- Name of tester;
- Location of test;
- Approximate quantity of material represented by the test;
- Required passing result;
- Actual test result; and
- Resolution of any failing results.

The logs shall be used by the RE to track that acceptance tests are performed at the required frequencies, that tester certifications are on file, and that all failing tests have been mitigated.

Source Inspection and Testing

Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (i.e. source inspected). Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include, but are not limited to: structural steel, precast prestressed concrete girders and pilings; reinforced concrete pipe (RCP) with a diameter greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, electrical items. The RE may reject source inspected material at the job site if determined not acceptable for reasons such as the material is damaged in shipment or installation, or defective material; source inspection is usually a random sampling and may not have checked 100% of the material.

Personnel and equipment involved in source inspection shall comply with *Section IV. Independent Assurance Program (IAP)*, of this QAP.

Manufacturer's Certificates of Compliance

Various manufactured materials may be accepted for incorporation into the work without sampling or testing, on the basis of a certificate from the manufacturer. The contractor shall submit certificates of compliance as required by the contract documents, including attachments to the certificate such as test data and other information pertaining to the compliance. The RE may perform sampling and testing on such materials at any time. Certificates of compliance shall satisfy the following requirements:

- Be submitted by the Contractor before the material is incorporated into the work;
- Accompany the material to the job site;
- Identify the lot (or heat) number for each lot delivered;
- Include the contract number;
- Include test data and other documents related to the compliance;

- Include a statement that the material complies with the contract documents; and
- Be signed by the producer of the material.

List of Materials Accepted by Certificate of Compliance:

Some materials can typically be accepted based on certificates of compliance as provided for in the contract documents and applicable standard specifications. A list of materials that can be typically accepted on the basis of certificates of compliance during construction can be found in Appendix F of the QAP Manual. All certificates of compliance shall conform to the requirements of the contract documents and applicable standard specifications.

Visual Inspection

Approximate quantities, as indicated below, of some materials may be accepted on the basis of visual inspection:

- Aggregates other than for use in Portland Cement Concrete, not to exceed:
 - o 100 tons per day, nor
 - o 500 tons per project;
- Bituminous Mixtures, e.g. hot mix asphalt, not to exceed:
 - o 50 tons per day, nor
 - o If project total is less than 500 tons., sample at RE's discretion; and
- Bituminous materials, e.g. liquid asphalt, not to exceed:
 - o 100 per project.

Relatively minor quantities of construction materials may be accepted without testing if the following three conditions are met:

1. Visual examination of the material is performed;
2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
3. The manufacturer (or supplier in the case of hot mix asphalt or concrete) provides certification that the material furnished complies with the contract specifications.

IV. INDEPENDENT ASSURANCE PROGRAM (IAP)

The Independent Assurance Program (IAP) shall verify the following:

- Sampling and testing procedures are being performed correctly;
- All testing equipment is in good condition and properly calibrated; and
- All Acceptance Testing (AT) performed on the project uses a qualified laboratory and certified testing personnel.

A complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the City, if unresolved discrepancies related to poor correlation between acceptance tester's results and other test results occur.

The IAP, including certification of testers and qualifications of laboratories, shall be executed by an IAP person (not involved in acceptance testing) designated by the City, Caltrans (for Catrans test methods only), or a consultant (not involved in acceptance testing) as determined by the City.

Independent Assurance Testing shall be performed on every type of materials test required for the project. Independent Assurance Testing samples and tests shall not be used for determining compliance with contract requirements.

The AT materials laboratory shall participate and comply with one or more of the following Correlation Testing Programs:

- AASHTO Materials Reference Laboratory (AMRL);
- Cement and Concrete Reference Laboratory (CCRL); and/or
- Caltrans Reference Samples Program (RSP).

The AT materials laboratory qualification shall occur annually and a copy of the laboratory qualification shall be kept in the project files.

Sampling and testing personnel shall be certified for a maximum of two years by one or more of the personnel certification programs identified in the QAP Manual.

Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

A copy of each tester's current and applicable certifications shall be kept in the project files.

The materials laboratory shall only use laboratory and testing equipment capable of performing the test required. Laboratory and testing equipment shall be in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

V. RESIDENT ENGINEER CERTIFICATION OF PROJECT MATERIALS

The Resident Engineer (RE) shall complete and sign a Materials Certificate upon completion of the construction project. For federally-assisted contracts, the Materials Certificate shall be consistent with *Exhibit 17-G: Materials Certificate* of the Caltrans *Local Assistance Procedures Manual* (LAPM). The signed certificate shall be kept in the project files.

The Materials Certificate shall include an explanation and justification for all materials incorporated into the work which did not conform to the contract documents, including changes by virtue of contract change orders.

For federally-assisted contracts, the signed Materials Certificate (consistent with *Exhibit 17-G: Materials Certificate* of the Caltrans *Local Assistance Procedures Manual*) shall be included in the Report of Expenditures submitted to the Caltrans District Local Assistance Engineer (DLAE).

VI. PROJECT QAP RECORDS

Each project shall have the following quality assurance documents on file, organized and indexed in the project files:

- Copy of Quality Assurance Plan
- Certificates of Proficiency-Testers and Samplers (LAPM Exhibit 16-D TL-0111)
- Certificate of Accreditation of Testing Lab(s) (TL-0113)
- Notice of Materials to be Used (LAPM Exhibit 16-I)
- Acceptance Testing Summary Logs and Test Results
- Certificates of Compliance, including Buy American Certificates
- Source inspection records and reports.
- Materials Certification (LAPM Exhibit 17-G)

All project records shall be available in a single location for inspection by auditors and reviewers at any time during the project and for up to three years following the date of final project voucher.

VI. ATTACHMENTS

Attachment No. 1: Acceptance Sampling and Testing Frequencies for Projects not on the SHS or NHS

QAP Attachment No. 1: Acceptance Sampling and Testing Frequencies for Projects not on the SHS or NHS**Sampling and Testing Frequency Table
for projects OFF the SHS.****HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a)
Sand Equivalent	CT 217		
Asphalt Binder Content	CT 382		Loose Mix Behind Paver Per CT 125
In-Place Density and Relative Compaction (Nuclear)	Nuclear (b) CT 375 or ASTM D2950 (c)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c)
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

(a) Exact tonnage of sample location to be determined by Random Sampling Plans

(b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test

(c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test

(d) Report the average of 3 tested briquettes from a single split source

(e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density

(f) No testing required unless warranted by concern ; sample and store until completion of project

QAP Attachment No. 1: Acceptance Sampling and Testing Frequencies for Projects not on the SHS or NHS**SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 300 linear foot under sidewalk	Random locations as determined by the Engineer in place after compaction.

AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft	Random locations as determined by the Engineer in place after compaction.

STRUCTURE BACKFILL, SELECT BACKFILL

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.

QAP Attachment No. 1: Acceptance Sampling and Testing Frequencies for Projects not on the SHS or NHS**PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS****COARSE AGGREGATE**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleanness Value	CT 227		

FINE AGGREGATE

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		

WET MIX

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533	2 per day	Sample from truck/work site
Cylinders	CT 539/540	1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck.	

EXHIBIT E
CONSULTANT'S PROPOSAL



Proposal For Construction Management Services

for the
**David Cutino Park
Phase I Improvements**
City of Seaside, CA

Submittal Date: August 31, 2018
Submitted By: Project Dimensions, Inc.



August 31, 2018

Mr. Leslie Llantero
Assistant Engineer
City of Seaside
440 Hardcourt Avenue
Seaside, CA 93955

RE: Proposal for Construction Management Services
David Cutino Park Phase I Improvements Project

Dear Ms. Llantero:

Project Dimensions, Inc. (PDI) is pleased to submit our proposal to provide professional consulting services to the City of Seaside for the David Cutino Park Phase I Improvements Project. With over 30 years of experience in providing construction management services to our public-sector clients, and an extensive portfolio in parks and public works projects, PDI is uniquely qualified to manage this project for the City.

For this project, PDI has assembled key staff members, with the specific expertise required to manage the project and mitigate the unique challenges associated with the proposed scope of work. PDI's proposed Project Team is as follows:

- **Senior Project Manager, Robert E. Jones, ASLA, RLA** will be the City's primary point of contact and the Senior Project Manager assigned to this project. Rob is experienced in design and construction management of parks and recreation facilities. Rob is proficient in managing the daily information exchange and documentation of projects that are locally and federally funded.
- **Senior Construction Manager David L. Ginkel** will be PDI's Senior Construction Manager and will be on-site overseeing the operations of the contractor. David is a seasoned public works construction manager with 25 years of experience in managing parks and golf course projects. David is experienced in overseeing sports park projects that include artificial turf installations and places a priority on project safety.
- **Survey Resident Engineering & Professional Surveying Services** will be provided by **Monterey Bay Engineering, Inc. (MBE)** as a sub-consultant to PDI. MBE is headquartered in Seaside, has experience working with the City and is the surveyor of record for this project.
- **Resident Engineering, Materials Testing & Special Inspections** will be provided by **Butano Geotechnical Engineering, Inc. (BGE)** as a sub-consultant to PDI. BGE provides geotechnical testing, inspections, and laboratory testing services in the Monterey Bay Area. BGE is the author of the Geotechnical Engineering Report prepared for this project and is familiar with the project site.

PDI's Project Team members are familiar with this project and the site having provided consultant services to the City for both the Geotechnical Report as well as the topographic survey and base information utilized by the City's design team. PDI's Team Members are experts in managing the development of park projects similar to the Cutino Park Project, and our Senior Construction Manager is an expert in overseeing the installation of artificial sports fields. Our Team was assembled because of their qualifications, specific project experience and their familiarity with the City.

A critical aspect of this project will be to construct the park improvements with the least disturbance to the neighborhood and the local community. Scheduling the project to expedite the work, while mitigating impacts to the surrounding community will be a key focus. PDI will address this at the start of the project through a detailed review of the contractor's CPM schedule. Special attention will be given to scheduling the import and export of soils by determining the best approved 'Haul Routes' through the community, and to implement traffic control procedures that limit impacts.

PDI has completed our due diligence process, we have become familiar with the project site, the construction documents, and the City's QAP to gain valuable insight to the extent of the work required. As a result, we have identified in the Project Approach Section of this proposal what we see as the Key / Critical Project Issues requiring special attention and coordination by PDI, as well as our approach to being proactive in resolving these issues with minimal impact to the project schedule and budget.

I believe that you will find PDI to be extremely qualified to be the City of Seaside's Construction Manager and to coordinate the construction of the park improvements. We have assembled a Project Team specifically for this project that includes individuals selected for their park development experience, synthetic turf expertise and sub-consultants with a successful history on this project. I will personally oversee the efforts of our Project Team to assure that the work performed meets the City's expectations at all times.

We look forward to working seamlessly with City staff, the City's design consultants and to deliver a completed project that is in conformance to the construction documents and exceeds the expectations of the City and the stakeholders alike.

PDI's proposal to provide the professional services, as identified herein, shall remain valid for 90 days from the City's submittal deadline.

I look forward to meeting with you personally to introduce you to PDI's services, our Project Team members and to discuss in greater detail why PDI is the right choice to manage this most prestigious project for the City of Seaside.

Sincerely,



Jonathan D. Conk, Vice President
Project Dimensions, Inc.



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FIRM DESCRIPTION

Project Dimensions, Inc. (PDI)
Established: 1985
A California Corporation

Project Dimensions, Inc. (PDI) has been headquartered in California for over 30 years, partnering with our public-sector clients by offering our expertise in **Entitlement, Project Management & Construction Management Services** for their public works and capital improvement projects. PDI is not an A/E firm, and we are not a general contracting company, but a firm that specializes in all aspects of Project and Construction Management. Our services are provided by PDI's full-time, in-house management team and staff members. PDI's senior leadership oversees the following specialized management teams: Governmental Liaison Team, Public Works Team, Architectural Team, and our Parks & Recreation Team which includes seasoned professionals experienced in managing active sports, regional, community, neighborhood and passive park projects. We are experts in managing projects that are complex in nature and that are under the jurisdiction of multiple agencies.



STATEMENT OF QUALIFICATIONS

PDI's staff consists of Architects, Engineers, Planners, Landscape Architects, Scheduling and Budgeting Professionals, Construction Managers and Inspection Coordinators who bring decades of experience to their specific areas of work in a collaborative effort to seamlessly manage our client's projects from conception, through entitlement, design and construction. At all times PDI will preserve the integrity of the design while protecting the City's interests. We take pride in our ability to minimize our client's liability resulting from contractor claims and litigation. PDI has a track record of delivering CIP Projects within budget and on schedule. Our Construction Managers are highly experienced, understand the complexities of the public works process and they have the ability to identify and mediate challenges in advance.

As a service-oriented firm, PDI retains multi-year "On-Call" Services Agreements with numerous cities and counties throughout California assisting their Public Works, Community Development and Parks Departments with CIP Projects. Most recently PDI managed 75 park improvement projects for the County of Orange, O.C. Parks over a three (3) year period. PDI has entitled projects through local, state and federal agencies, the CCC and utility agencies, and we are experts at ensuring all necessary and procedural requirements are met. PDI's staff is proficient at managing projects under the requirements of Caltrans 2015 Plans and Standard Specifications, State Standard Specifications, Greenbook, and state, federal and local Quality Assurance programs.

PDI specializes in managing Parks & Recreation projects highlighted by sports facilities, regional parks, community parks, neighborhood parks, passive parks, wilderness parks, skate parks, swimming complexes, trail systems and golf courses. Our Parks and Recreation Team has managed the design, contractor bidding, construction management and project close-out of dozens of park projects.

PDI's Parks and Recreation Team members are experts in managing both the design process, and the daily on-site construction management of our park projects. These projects are diverse in size, scope and magnitude and often involve the development of specialized recreational facilities including skate parks, swimming pool complexes, splash pads, lake & stream systems, recreation centers, stadium facilities, bridges, water retention & bio-filtration systems and habitat conservation and mitigation.

REPRESENTATIVE PROJECTS

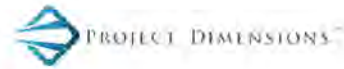
PDI's has vast experience in managing park projects similar to the David Cutino Park Project, including the retrofitting of existing park facilities. The following projects represent a small section of these projects:

REGIONAL PARK PROJECTS	DEVELOPMENT MGMT.	CONSTRUCTABILITY	CONTRACTOR BIDDING	CONSTRUCTION MGMT.	VERTICAL CONSTRUCTION	RECREATION FACILITIES	OPEN SPACE / HABITAT	ADA COMPLIANCE / TRAILS	MULTI-PURPOSE TRAILS	INFRASTRUCTURE	SQUARE FEET / ACRES
Regional / Wilderness / Openspace Parks											
Aliso Beach County Park County of Orange		*	*	*	*	*		*		*	5,000 S.F.
Burris Basin Park Anaheim, CA	*	*	*	*	*	*	*	*	*	*	8.5 AC
Casper's Wilderness Park County of Orange		*	*	*	*	*		*	*		8,000 AC
Craig Regional Park Headquarters Fullerton, CA	*	*	*	*	*	*		*	*	*	2,800 S.F.
Irvine Regional Park (Restroom) Irvine, CA			*	*	*	*		*		*	1,250 S.F.
Deer Canyon Park Anaheim, CA	*	*	*	*	*	*	*	*	*	*	103 AC
William R. Mason Regional Park Irvine, CA		*	*	*	*	*	*	*		*	2,500 S.F.
Mile Square Park (Vita-Course) Fullerton, CA			*	*		*		*			6,000 S.F.
O'Neil Wilderness Park Trabuco Canyon, CA	*	*	*	*	*	*		*	*	*	2000 S.F.
Pelanconi Park Anaheim, CA		*	*	*			*		*	*	27 AC
Ralph B. Clark Regional Park Buena Park, CA	*	*	*	*		*		*	*	*	50 AC
Salt Creek Beach County Park Laguna Beach, CA			*	*	*	*		*		*	5,000 S.F.
Santiago Oaks Wilderness Park Orange, CA	*				*	*		*	*		3,700 S.F.
Tracks At Brea - Linear Park Brea, CA	*	*	*	*	*	*	*	*	*	*	12.6 AC
Tri-City Park Placentia, CA			*	*						*	38 AC
Yorba Regional Park Yorba Linda, CA	*	*	*		*	*		*	*	*	7,200 S.F.

COMMUNITY PARK PROJECTS	DEVELOPMENT MGMT.												SQUARE FEET / ACRES
	CONSTRUCTABILITY	CONTRACTOR BIDDING	CONSTRUCTION MGMT.	VERTICAL CONSTRUCTION	RECREATION FACILITIES	SPORTS FIELDS	ADA COMPLIANCE	EXERCISE / FITNESS	INFRASTRUCTURE				
Community / Sports Facilities / Neighborhood Parks													
Betsy Ross Sports Park Anaheim, CA	*	*	*	*	*	*	*	*	*	*	*	4.8 AC	
Eastvale Community Sports Park Eastvale, CA	*	*	*	*	*	*	*	*	*	*	*	35 AC	
Eisenhower Community Park Orange, CA		*	*	*	*	*		*			*	23 AC	
La Palma Park - Baseball Stadium Anaheim, CA		*	*			*	*					5,500 S.F.	
La Palma Park - Football Stadium Anaheim, CA		*	*			*	*					24,800 S.F.	
Legacy Community Park Malibu, CA			*	*	*	*		*	*	*		22 AC	
Little People's Neighborhood Park Anaheim, CA		*	*	*	*	*		*			*	1.2 AC	
Maxwell Sports Park / Ball Fields Anaheim, CA	*	*	*	*		*	*		*	*		7.2 AC	
Meadowood Community Sports Park Irvine, CA	*	*		*	*	*	*	*			*	11.5 AC	
Palm Desert Sports Park - Soccer Park Palm Desert, CA		*		*	*	*	*	*	*	*	*	21.5 AC	
Stagecoach Community Park Corona, CA		*			*	*			*			8.5 AC	
Greenway Neighborhood Park Tustin, CA	*	*		*	*	*		*			*	2 AC	
Meadowood Park Swim Complex Irvine, CA	*	*		*	*	*	*	*			*	2 AC	
Santa Ana River Trail Eastvale, CA	*	*	*		*	*	*	*	*			.25 AC	
Galley Way Swim Complex Tustin, CA	*		*	*	*	*		*	*	*		1.5 AC	
Tri-City Regional Park (Office / Restroom) Placentia, CA			*	*							*	38 AC	
Yorba Regional Park Yorba Linda, CA	*	*	*		*	*		*			*	14,400 S.F.	

PROJECT TEAM INTRODUCTION

Project Dimensions, Inc. (PDI) will utilize a Project Team approach to best manage and expedite the David Cutino Park Phase I Improvements Project for the City of Seaside, by selecting in-house professionals and local Sub-Consultants specifically for this project, based on the City and project requirements:



- **Mr. Robert E. Jones, ASLA, RLA** will be assigned as the Senior Project Manager for this project. Rob will be responsible for managing all consultant services and will be the primary point-of-contact with the City. Rob will manage the exchange of information, project documentation and provide contract oversight. Rob has extensive experience coordinating with design teams, contractors and jurisdictional agencies.
- **David L. Ginkel, Senior Construction Manager** will be PDI's Senior Construction Manager and will be on-site overseeing the operations of the contractor. David is a seasoned public works construction manager with 25 years of experience in managing parks and golf course projects. David is an expert in artificial turf installations.

Monterey Bay Engineers, Inc. (MBE) as a Sub-Consultant to PDI will provide professional **Land Surveying Services**. MBE will provide all required construction survey staking, and all documentation necessary for the recording of survey monuments and to maintain existing monuments.



- **Steven C. Wilson, Registered Civil Engineer, Professional Land Surveyor** will be the Principal-in-Charge for MBE and will be responsible for managing the efforts of their Project Manager and field personnel for the project duration.
- **Mr. Brian M. Wilson, Professional Land Surveyor** will be assigned as the project's **Survey Resident Engineer** overseeing and managing all construction and features survey layout and staking in the field. Mr. Wilson will be responsible for verifying survey monument installations and he will be recording daily activities as required for the project.

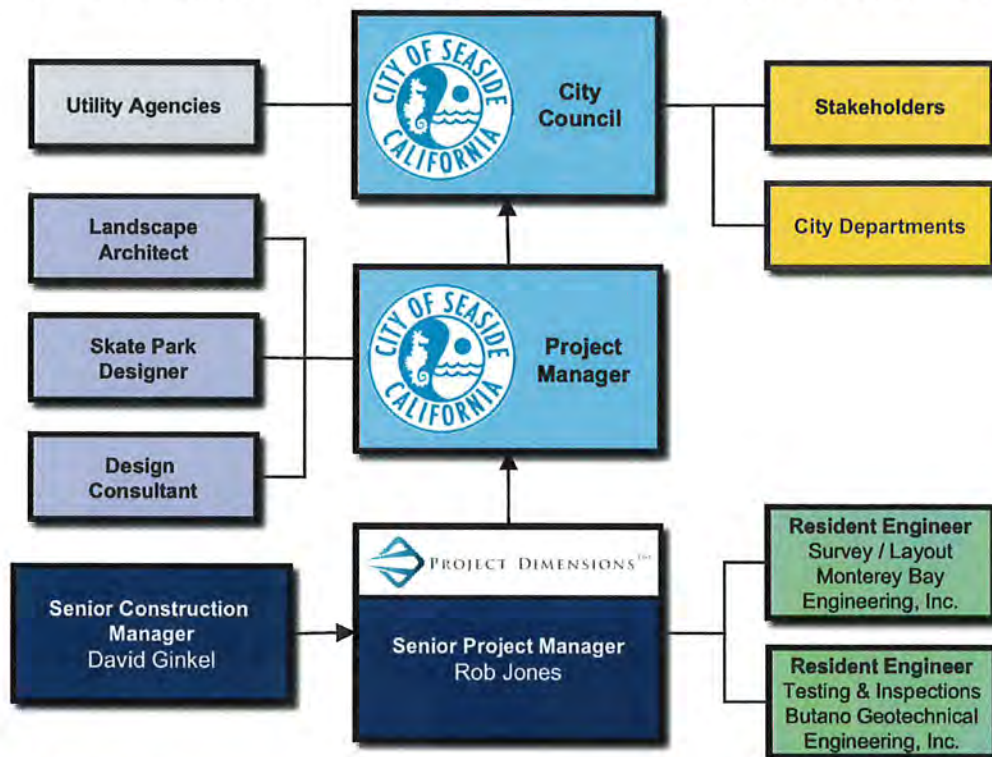
Butano Geotechnical Engineering, Inc. (BGE) will provide professional **Resident Engineering (RE), Testing & Inspection Services** as a Sub-Consultant to PDI. BGE will be responsible for providing Resident Engineering services to verify conformance of all material to the construction documents as well as testing, inspections and laboratory testing per the requirements of the City's Quality Assurance Program (QAP).



- **Mr. Greg Bloom, P.E., Registered Civil Engineer** is the Principal-in-Charge for BGE and will be responsible for managing the efforts of their field personnel for the project duration.
- **Philip Edwards, Inspections & Testing** will be assigned as the **Resident Engineer (RE)** overseeing and managing the geotechnical and materials testing and deputy inspections for the project. Philip will be responsible for performing quality control and quality assurance inspection and testing of concrete, soil, aggregate, asphalt and concrete materials in accordance with applicable AWS, ASTM, AASHTO, ACI and Caltrans standards.
- **Keith Sherwood, Field & Laboratory Technician** is a Senior Inspector / Technician for BGE, Mr. Sherwood is responsible for performing quality control and quality assurance inspection and testing of concrete, soil, aggregate, asphalt, and concrete materials in accordance with applicable AWS, ASTM, AASHTO, ACI, and Caltrans standards. Mr. Sherwood is ACI Certified.

ORGANIZATIONAL CHART

The following Organizational Chart identifies PDI's staffing assignments, the role of our sub-consultants, and how information will be managed between PDI, the City of Seaside, jurisdictional agencies and project stakeholders.



KEY PERSONNEL

Robert E. Jones, ASLA, Senior Project Manager - Rob is the Director of PDI's Parks and Recreation Division and is a licensed Landscape Architect with over 30 years of experience that includes a career that focuses on parks, recreational facilities, trails, open space conservation and golf course development. Rob will be directly responsible for all aspects of project documentation, information exchange and compliance to the requirements of the agencies. Rob will initiate and lead bi-weekly project meetings and provide all coordination with the City and agency representatives. The following are representative parks and recreation projects that Rob was assigned as the lead Project / Construction Manager:



EASTVALE COMMUNITY PARK

Client: Jurupa Community Services District

Eastvale Community Park is a 66-acre community park facility developed by the JCSD for the City of Eastvale, CA. Phase 2 includes the development of a 35-acre lighted sports facility that when complete will incorporate four (4) lighted ball fields, stadium facility, age appropriate play equipment, restrooms / concessions, maintenance buildings, street improvements and utilities.



ORANGE COUNTY REGIONAL PARKS

Client: County of Orange, OC Parks

PDI, as the County's on-call consultant, provided project scoping, budget / schedule development, design team solicitation, project management, contractor selection and construction management services for over seventy-five (75) projects.



PALM DESERT SOCCER PARK

Client: City of Palm Desert, CA

The 22.5-acre sports complex was designed to serve the community and to host major soccer tournaments on the five (5) championship fields that are lighted to accommodate extended nighttime use. The facilities include a recreation center, restrooms, gallery / spectator viewing areas, shades structures, tot-lot, basketball court, horseshoe pits, and parking lot.



STEVE AMBRIZ SPORTS PARK

Client: City of Orange, CA

This 10.5-acre community park features two (2) lighted softball fields, tennis courts, basketball court, and community building, picnic pavilion, tot-lot with three play structures suitable for children ages 2-12, a walking / jogging path, and a concrete bike path connecting the park to the Santa Ana River Trail.

David Ginkel, Senior Construction Manager – PDI is assigning Mr. David Ginkel as the Senior Construction Manager for this project. Dave is a seasoned public works Construction Manager who will be on-site overseeing the activities of the contractor and sub-contractors. Dave has over 25 years of experience performing Construction Management Services for public-sector clients.

Dave has a degree in Landscape Architecture, is an associate member of the American Society of Golf Course Architects (ASGCA) and has designed new and renovated golf courses throughout California. Important to note is that Dave is an expert at managing projects that include the installation of artificial turf fields. Dave has worked as a district representative for a major turf manufacture in northern California overseeing the installation of over 20 sports facilities. His turf projects include residential, commercial and public installations that ranged in size from 5,000 SF. to over 70,000 SF. His experience includes project management, construction administration and inspection coordination services for contracts based on the GREENBOOK and Caltrans Standards. Dave is familiar with the City of Seaside's Quality Assurance Program (QAP) that will apply for this project. The following are representative projects that Dave was assigned as the lead Senior Construction Manager. These projects included the installation of artificial / synthetic turf sports facilities, recreational amenities as well as utilities and infrastructure:



CAMP PARKS ARMY RESERVE MULTI-PURPOSE FIELDS

Client: U.S. Army Reserve

A 70,000 SF multi-purpose sports field designed for use in training, fitness and recreational for the U.S. Army Reserve facilities. The synthetic fields were manufactured by 'Field Turf' and were installed utilizing silica sand to eliminate the rubber infill materials. The total construction cost was \$1.5M



MONTE VISTA SCHOOL – BASEBALL & MULTI-PURPOSE FIELDS

Client: Monte Vista Christian School

Synthetic Turf field installation for the school's new varsity baseball stadium and multi-purpose common areas throughout the school campus. The baseball field was installed using 'Field Turf' and included striping and site amenities. The total construction cost was +/- \$300,000.

REPRESENTATIVE PROJECT LIST: SOMA Skatepark, San Francisco, CA; JL Stanford Middle School, Palo Alto, CA; San Jose Christian School, San Jose, CA; North Creek Academy, Walnut Creek, CA; Fairyland Park, Oakland, CA; Humane; Society of Silicon Valley, San Jose, CA.

SUB-CONSULTANTS

Monterey Bay Engineers, Inc. (MBE) – Founded in 1978 and incorporated in 1982, MBE is a professional Civil Engineering and Land Surveying firm serving Monterey County. MBE provides services to cities and agencies throughout the central coast including the cities of Seaside, Monterey and Marina, as well as the Monterey Peninsula Unified School District. MBE offers complete civil engineering services for projects that include commercial and residential subdivisions, road and street improvements, grading and drainage, structural analysis, utility systems and SWPPP preparation and monitoring.

- **Steven C. Wilson, Civil Engineer, Professional Land Surveyor** – Mr. Wilson is the President and founder of MBE, a Registered Civil Engineer and Professional Land Surveyor with over 40 years of experience. Mr. Wilson provide oversight of all construction survey and site survey activities.
- **Brian M. Wilson, Professional Land Surveyor** – Mr. Wilson is a licensed Professional Land Surveyor and will serve as the **Survey Resident Engineer** for this project. Mr. Wilson will be responsible for supervising office and field personnel, verifying field data, and the preparation of all documentation and recordation required.

Butano Geotechnical Engineering, Inc. (BGE) - As a certified Disadvantaged Business Enterprise (DBE) and certified Small Business Enterprise (SBE) BGE has been providing quality geotechnical and environmental consulting services since 2006 to the Monterey Bay and San Francisco Bay Areas. BGE specializes in geotechnical engineering, engineering geology, construction inspection and testing and hydrogeology. BGE offers fully equipped, well-staffed, state-of-the-art laboratory facilities performing a range of laboratory testing services under the supervision of a registered civil engineer.

- **Greg A. Bloom, Principal-In-Charge** - As a Principal for BGE Mr. Bloom will provide oversight for geotechnical evaluations, materials testing, and inspections for a variety of public works projects. Mr. Bloom oversees geotechnical analysis for flexible and rigid pavement, as well as geotechnical design parameters and recommendations for grading and earthwork, foundations, and retaining structures. Mr. Bloom manages all of the firm's projects from the design phase through the completion of construction.
- **Philip Edwards, Inspections & Testing, Staff Engineer** - As a Senior Project Manager for BGE, Mr. Edwards oversees and manages geotechnical and materials testing and deputy inspection services for various types of underground pipeline, roadway, and new building or structure type projects, as well as provides construction management services on various types of large earthwork construction in order to ensure that each project is constructed in accordance with the project plans and specifications, as well as appropriate building code requirements. He also prepares and submits close-out documentation at the conclusion of each project.
- **Keith Sherwood, Field & Laboratory Technician** - As a Senior Inspector / Technician for BGE, Mr. Sherwood has extensive experience providing both field and laboratory testing of soils and construction materials and maintains his current testing certifications from ACI. Mr. Sherwood's experience includes deep and shallow foundation excavation, micro piles, drilled piers and standard shallow foundations.

RESUMES

Technical Resumes of the key personnel assigned to this project in the rolls identified above can be found in the **Attachment Section** of this proposal.

DOCUMENT REVIEW

PDI and our sub-consultants have secured, reviewed and thoroughly understand the construction documents, PS&E, for the Phase 1 Improvements. Our Team Members are familiar with the 2015 Caltrans Plans and Specifications and the City's Quality Assurance Program (QAP).

DUE DILIGENCE

As with any project for which PDI proposes Construction Management Services, we contribute a great deal of time and effort doing our due diligence prior to submitting our proposed scope of work and fee proposal. The better we understand the project scope, the intent of the City, the potential site constraints, and the agency requirements, the more accurately we can determine the extent of our role, staffing assignments and submit fees that are aligned with the required tasks and services.



To date, PDI's due diligence for this project includes:

- **Construction Document Review** - PDI's staff has prepared an initial 'redline' review of the plans in order to be proactive in understanding the project scope and magnitude.
- **Geotechnical Investigation Review** - PDI has reviewed the report prepared by BGE to better understand all site limitations, or special requirements placed on the project. PDI has secured the services of BGE as our geotechnical sub-consultant due to their familiarity with the project and the City of Seaside.
- **Pre-Bid Meeting Attendance** - PDI attended the City's Pre-Bid Meeting and gained insight to the project history, goals and potential issues that may arise prior to and during construction.
- **Consultant Interviews** - Prior to receiving the City's RFP, PDI initiated interviews and phone conversations with the City's design consultants, Verde Design, Inc., Wormhoudt, Inc., Butano Geotechnical, Inc. and Monterey Bay Engineering, Inc. to gain insight into the project, design intent and any critical path issues. We have interviewed the manufacturer of the synthetic turf proposed, 'Field Turf' and understand their requirements for installation and quality control procedures.
- **Site & Area Familiarity** - PDI's staff have visited the project site and observed the existing on-site and off-site conditions. Our staff walked and photographed the site and surrounding neighborhood to become familiar with the existing conditions, site interactions with the Boys and Girls Club of Monterey, and the proposed construction areas. PDI has prepared a photograph and video library that will be utilized as a basis for referencing the existing site conditions as the project construction progresses.



KEY / CRITICAL PROJECT ISSUES

There are several strategic considerations for this project that must be addressed prior to and during construction, in order to maintain public's safety, control unforeseen cost overruns and to avoid un-timely scheduling delays. These critical issues require special coordination efforts and attention by the construction manager. PDI understands that timely coordination and resolution is imperative to maintaining the project's schedule. Critical project issues that PDI has identified and how these issues will be proactively addressed include:

- **Public Health, Safety & Welfare** - PDI will monitor Public safety and protection during working operations, jobsite safety and worker protection during construction and the safety of the public especially during weekdays and school hours.
- **Traffic Control** - The implementation of traffic control measures will be critical to minimizing disturbance to the adjacent community, and in minimizing safety concerns for pedestrians and the Boys and Girls Club members. PDI will expedite the review of the contractor's TCPs for conformance to City and Caltrans requirements, and verify conformance in the field. PDI will verify required traffic controls, site ingress / egress, closures and detours during work hours and when work occurs within or adjacent to streets, sidewalks and rights-of-way.
- **Survey Staking & Layout** - The City is requiring the Construction Manager to provide all construction survey, staking and layout of the park features and components, to be utilized as the bases for the contractor's work. This layout must be accurate to avoid field discrepancies, potential cost / schedule overruns. For this reason, PDI has secured the sub-consulting services of **Monterey Bay Engineering, Inc. (MBE)** to provide these services. MBE is the surveyor of record for the project base / topographic information utilized by the City's design team and is very familiar with the project and City of Seaside.
- **Quality Assurance Program (QAP)** - PDI understands the City's desire to receive documentation that the materials incorporated into the project conform with the contract specifications. PDI and our sub-consultant **Butano Geotechnical Engineering, Inc. (BGE)** will assign a Resident Engineer to this project to initiate the required *Quality Assurance Program (QAP)*, *Materials Acceptance Program*, *Acceptance Testing (AT)*, *Certificate of Compliance*, *Source Inspections* and *Independent Assurance Program (IAP)*. The RE will assure that all materials meet the project requirements.
- **Soils Excavation & Hauling** - The exporting and importing of soils and materials must be quantified, and sensitivity given to accommodate the hauling of these soils through the adjacent residential communities and on City streets. The contractor's 'Haul Route Plan' will be reviewed by PDI to minimize disturbance to the surrounding neighborhoods. Working hours may require 'early or late start' times, and potential overtime work beyond working hours to minimize traffic impacts at the peak hours.
- **Long-Lead Items** - The City's construction documents will include plans, details, specifications and structural calculations required for the all custom manufacturing. Shop drawings submittals will be required of the contractor for review and approval by the designer and structural engineer of record. Special attention will be required by PDI to coordinate materials certification and welding inspections during fabrication of the backstops, to coordinate field testing and inspections during installation, and to verify conformance to the approved submittal requirements in regard to colors, finishes or special installations.
- **Synthetic Turf Installation** - Quality control and inspections during the sub-base preparation, of the field is critical. Materials verification via testing, accurate survey of the subgrades and drainage flows and inspection during turf installation will be monitored continuously.



PROJECT APPROACH

As the City's Construction Manager for the David Cutino Park Phase I Improvements, PDI brings value to the City by serving as the City's liaison, partner and their advocate for the project. Our objective is to successfully deliver a project that meets the requirements of the construction documents, meets all agency requirements, is documented beyond repose and meets or exceeds the expectations of the City and its residents alike.

PDI's primary goal in providing Construction Management Services is to avoid or minimize risk to the City, Project Team, stakeholders and the surrounding community. PDI believes in the presence of strong leadership, effective communication among the project participants and agencies, a team-building spirit, an atmosphere of cooperation and

strong management procedures as the foundation to meeting these objectives. PDI also believes that public sector projects are unique in nature in that the client, whether a City or public agency, has the responsibility to answer to the public, who are in essence, the client's shareholders. Public sector projects are therefore by nature, high profile and require special attention.

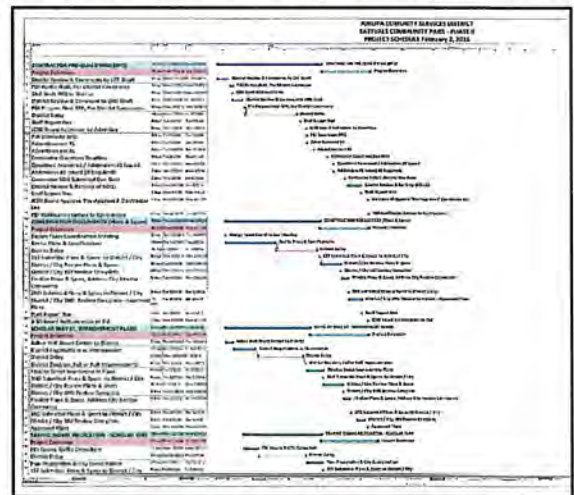
PDI has assigned a Senior Project Manager, Senior Construction Manager and Support Team who were selected from our in-house professional staff and whose experience best meets the requirements of the RFP scope of work. This Project Team brings decades of experience in managing similar projects to a successful completion, on schedule and in budget. PDI's in-house management team will meet every Monday morning where the Project Manager will present a project update for discussion purposes. The focus will be on the project schedule, current and upcoming work tasks, current issues and potential resolution, and PDI staffing assignments. The management team offers their collaborative input to the Project Manager for all key project issues.

This screenshot displays a detailed project schedule in a Gantt chart format. The chart is organized into columns representing time periods, likely months and years. Each row represents a specific task or activity, with horizontal bars indicating the duration of each task. The tasks are color-coded and include various labels and codes, providing a comprehensive overview of the project timeline and task dependencies.

At the outset, PDI will develop all required forms and outline procedures to expedite the submittal and review of all required documents including RFIs, submittals, change order requests, payment applications, etc. PDI will create a Work Breakdown Structure (WBS) and establish specific assignments for each activity required to complete the project. The assignments created will be designed to avoid micro managing and also minimize unnecessary paperwork and meetings and focus on project results. Staffing and loading of manpower to obtain the best productivity will also be another primary focus.

For this project PDI will consult with the City and design team to develop and create an accurate and reasonable baseline schedule. This schedule will acknowledge any pre-purchased equipment and or any other outside vendor(s) coordination and lead-time.

Prior to Contractor award and with the assistance of the City's Project Manager, PDI will establish a realistic financial control document. This will be used to assess and review all financial considerations required during the build out of the project. The project budget will take into consideration the established schedule.



PDI will work with its construction team to establish a Task Risk Assessment (TRA) for each notable construction activity. This management and control document will outline the work to be done and the potential risks that are possible. The control document will include CAL-OSHA as well as City related safety requirements that should be implemented and observed. These documents will be distributed to all personnel occupying or visiting the delineated project site. Weekly safety meetings will be required and mandatory reporting of such will be included in the project

On a bi-weekly basis, PDI will initiate the Construction Meetings at the project site, or City Hall. PDI will prepare the agenda, compile meeting minutes / actions items, and lead these meetings. Meeting topics will include the contractor's schedule, work completed, work in progress, outstanding action items, project safety, scheduling issues, submittals, RFI's, shop drawings, City / agency requirements and general project issues.

CONSTRUCTION MANAGEMENT SERVICES

PDI understands the Scope of Work required of the City's Construction Manager as outlined in the City's RFP. Following is a list of those City requested services, as well as additional services and work tasks that PDI believes will be essential in managing this project through completion. PDI developed a systematic process to initiate these specific tasks to best manage and document the project from the outset through project turnover. As the City's Construction Manager, PDI will manage the daily site activities, coordinate all inspections and testing, verify conformance to the plans, specifications and jurisdictional agency requirements throughout the construction phase of work. PDI's Construction Management Services include:



- **Administration of the Construction Contracts** - Manage, supervise and coordinate all construction activities in accordance with the Construction Documents and project schedule. Provide onsite management of the project as necessary. Ensure that City requirements regarding collection of certified payrolls and subcontractor and material supplier releases are carried out.
- **On-Site Construction Management** - Maintain site presence and sufficient personnel and equipment for daily onsite monitoring and coordination of construction activities, as an agent of the City.
- **Storm Water Pollution Prevention Plan** - Ensure that responsibility for the Storm Water Pollution Prevention Plan is carried out.
- **Insurance Certificates** - Monitor Contractors' insurance certificates for applicable coverage, endorsements, limits, and expiration dates.
- **Contractors Licenses** - Monitor Contractors' State contractor's licenses for current active status and expiration dates. Verify compliance with state worker's compensation requirements.
- **Document Standards / Tracking Control** - Prepare project correspondence and other forms of communication in accordance with industry standard procedures. Manage the receipt, logging, control, tracking, and timely processing of project documentation including correspondences, project communications, technical documents, shop drawings, calculations, RFIs, submittals, manuals, and materials/product samples.
- **Project Records** - Maintain records of inspections, tests, results, and reports derived by the contractor, Resident Engineer, inspectors, design engineer and manufactures. Maintain log of construction activities and conditions. Conduct and record weekly jobsite progress meetings and submit work and cost progress reports at least monthly to the City.
- **Pre-Construction Site Conditions** - Review the project site prior to construction to confirm existing conditions, adjacent work areas, work limits and site access. Review school and residential areas. Compare site surveys with verification survey performed by the construction management firm for discrepancies. Identify pre-existing damage and document during construction any damage to public or private improvements.
- **Digital Photo Library** - Prepare and maintain a digital photographic library of the daily and significant construction activities. Photographically document new installations, connections to existing utilities, differing site conditions. Provide photographic documentation for change order and claims items.
- **Bi-Weekly Construction Meetings** - Schedule and conduct the bi-weekly meeting with city, design team and contractor. Prepare agendas for meetings and summarize all actions and direction in meeting minutes. Lead discussions on the schedule, near-term activities, clarifications, problem solving. Review contractor RFIs, Change orders, submittals, safety, OSHA site visits, citations and other topics. Identify action items and assign responsibilities. Secure contractor concurrence with meeting minutes and distribute. Coordinate, attend, and keep minutes of weekly job-site progress meetings with the City, Architect, Inspector, and Contractors.
- **Additional Meetings** - Attend other construction / project related meetings as required by the City.
- **Shop Drawings & Submittal Review** - Review contractor submittals for conformance to the plans and specifications. Verify potential schedule impacts. Coordinate the review by the City and design engineer
- **Submittal Logs** - Log track and monitor the status of shop drawings and related correspondence. Update logs weekly and prepare exceptions report identifying outstanding submittals. Review submittal status at weekly project meetings.
- **Plan and Specification Interpretation (RFIs)** - Log, process and expedite contractor requests for information (RFI's), change order requests, field orders, substitution requests, and submittals. Analyze and evaluate time and cost impacts of suggestions for modifications and make recommendations to the City and design team.
- **Budget Control and Maintenance** - Prepare regular, cumulative project budget reports with construction cost and soft cost data.

- **Schedule of Values** - Review and reconcile each contractor's schedule of values for each of the activities included in the construction schedule. Incorporate this report into the project standard billing package and use as the basis for all future progress payments during the construction phase.
- **Monthly Billing Procedures** - Generate a standard billing process and confirm billing information from the contractors. Review and obtain Inspector and Architect approvals. Forward monthly contractor billing packages to the City.
- **Payroll Monitoring** - Review Preliminary Progress Pay Applications with the Contractor's supervisor and make recommendation for changes and corrections. Review Final Payment Requests for conformance with the work performed during that pay period and make recommendations for processing.
- **Change Order Management** - Establish and implement a change order processing system that provides review of scope, price, and added contract time. Investigate, estimate, negotiate, recommend, and prepare and process contract change orders. Prepare and submit to Project Manager change order monitoring and impact reports describing work, cost and progress.
- **Contractor Claims** - Evaluate and mitigate all claims for additional cost or time due to any alleged cause.
- **Quality Control Assurance** - Provide ongoing Quality Assurance and Quality Control of all construction work at all times, including thorough documentation of findings and results. Provide inspections to ensure materials and workmanship are in conformance with the control documents.
- **Materials Testing, Inspection and Special Services** - Provide a Resident Engineer to review all work performed in the field by the contractor, including electrical, structural pavement, landscape, irrigation, concrete and masonry walls. Coordinate and monitor inspection of materials per Caltrans standards and coordinate lab testing services (ASTM), site surveys, utilities, geotechnical and other services, as required.
- **Traffic Control** - Review and make recommendations daily to the traffic controls required to best manage traffic during the construction process.
- **Daily Inspection Reports** - Prepare daily inspection report to Caltrans standards of construction activities. Include weather conditions, contractor equipment and labor, work performed, materials installed. Document site visitors, work delays, safety issues, and deficiencies. Provide proactive measures to ensure compliance with environmental mitigation measures as well as local, state and federal regulations.
- **Weekly Reports** - Prepare weekly reports that identify completed work, work in progress, labor and equipment utilized, material quantities and labor force.
- **Safety Program** - Monitor contractors' compliance with safety program, maintain safe conditions at the site, respond to deficiencies and hazards, investigate and report on accidents.
- **Punch lists** - In conjunction with the Architect, develop a punch list of defective work. Create a punch list schedule for completion. Verify completion of punch list items.
- **Preliminary Walk-Through** - Conduct a Preliminary Walk-Through with the contractor and sub-contractors to review completed installations, identify deficiencies or non-conforming work, verify completeness of the project and create a Preliminary Punch-List. A second walk-through and punch-list will be created if required, prior to scheduling the Final Walk-Through with the City staff and design team.
- **Final Walk-Through** - Conduct a Final Walk-Through with the contractor, design team and City Staff. Verify that all corrective measures and Preliminary Punch-List items are complete. Prepare a Final Punch-List and verify contractor completion. Determine the start date for the required maintenance period.
- **Contract Close-Out** - Coordinate the turnover of all construction documents, files, as-built plans, manufacture's warranties and guarantees. Prepare a Contractor Warranty & Product Information Manual that incorporates all product information, maintenance recommendations and warranty information for use as a resource by the City's Parks Maintenance personnel.
- **As-Built Plans** - Review contractual requirements for As-Built Documents and create appropriate procedures to ensure the completeness and timeliness of these documents.
- **Project Closeout and Warranties** - Create Operation and Maintenance Manuals. Compile all contractor turnover items and deliver to the City. Process and coordinate all post construction project warranty and guarantee claims.
- **Final Project Records** - Coordinate and expedite all activities in connection with the contractors' obligation to provide "as-built" documents. Ensure that all as-builts are incorporated into a single set of Project Record Documents.

SURVEY & STAKING

Monterey Bay Engineering, Inc. (MBE), as a subconsultant to PDI will perform the construction survey staking for the construction of the project and the placement and recording of survey monuments. MBE will provide a qualified, registered / licensed Professional Land Surveyor to act as Survey Resident Engineer under the direction of a registered Civil Engineer. Services will include:

- **Meetings** - Attend and participate in the Pre-Construction Meeting, Bi-Weekly field meetings, and meetings with other City inspection staff, contractors and/or design professionals, as required.
- **Staking & Layout** - Perform all required construction survey and features staking to be utilized by the contractor for construction.
- **Survey Monuments** - Construction survey for the placement and required recording of survey monuments and maintaining existing recorded monuments.
- **Topographic Map** - Topographic exhibit showing improvement locations based on engineer's plans.
- **County Filing** - "Corner Record" to be filed with the County surveyor identifying new property corners.
- **As-Built Plans** - Review contractor As-Built plans on a weekly basis to ensure the accuracy and completeness.

INSPECTIONS & TESTING SERVICES

Butano Geotechnical Engineering, Inc., as a subconsultant to PDI will manage and perform all soils, materials and concrete testing required by the construction documents and as required for the asphalt concrete, concrete flatwork, sub-base compaction, base materials, pre-fabricated metal bridge and CMU retaining wall, per the requirements of the geotechnical report and the City. Services will include:

- **Geotechnical Review** - Inspectors will review project geotechnical reports, plans and specifications, attend preconstruction meeting, observe and test during all grading operations, site utility trench backfilling, subgrade and aggregate base testing for roadways and parking areas.
- **Permit Review** - Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable.
- **Inspections** - Field technician services to provide observation, sampling and testing during concrete placement including checking slump, temperature and casting a set of cylinders for each batch. Inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.
- **Sub-Grade Inspection** - Field technician services to provide observation during sampling and testing of subgrade preparation, trench backfill, aggregate base placement, and asphalt concrete pavement operations.
- **Steel Fabrication** - Field inspection services during structural steel construction of the bridges (2) at the fabrication plant and at the site.
- **Staff Availability** - Inspection staff will be available to meet, and aid in resolving any inspection issues that may arise.
- **Meetings** - Inspectors shall attend and participate in the Pre-Construction Meeting, as-needed field meetings, and meetings with other City inspection and plan review staff, contractors and/or design professionals.
- **Reporting** - Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.
- **Recordation** - Inspectors will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system.
- **Schedule Impacts** - Inspectors will employ such techniques as necessary to minimize delays and provide helpful advice and counsel to the City, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement.
- **Field Changes** - Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.
- **Laboratory Testing** - Provide field sampling and laboratory testing of materials based on the requirements of the approved plans. Laboratory testing includes Proctor density, sieve analysis, sand equivalent, durability index, R-value, compression testing of concrete cylinders, Hveem stability / unit weight and extraction/gradation on representative samples obtained in the field.

RELEVANT CLIENTS / REFERENCES

County of Orange, O.C. Parks

Contact: Stacy Blackwood, Director (714) 923-3742

Stacy.blackwood@ocparks.com

Scott Thomas, Design Manager (714) 923-3795

Sr. Project Manager: Robert Jones

Completion Date: Current On-Call Contract

Project Costs: \$17M

Project Description: PDI was selected by the County of Orange, O.C. Parks Department, as the most qualified firm to assist the County with entitlement, development management and construction management services, following the County's solicitation of over 50 CM firms. The County's park system includes beaches, harbors, active recreation, passive parks, libraries, regional / wilderness parks, camping facilities and a zoo. PDI provided full-time and "as-needed" project management and construction management services to the County overseeing the design, plan checking, constructability review, entitlement, construction management and inspections of more than seventy-five (75) parks, landscape and street improvement projects between 2009 and 2011. Most recently, PDI was again selected as the most qualified firm to provide these services to the County for the period of 2013 through 2015. Projects ranged from new park development to the retrofitting of facilities within existing park sites. As the County's Project Manager, PDI was responsible for leading the design team efforts, preparing project budgets, maintaining project schedules, LEED registration, overseeing materials purchasing, contractor bidding, construction and project close-out.

"Project Dimensions, Inc. has successfully completed over 75 projects for OC Parks that include project scoping, cost estimating, scheduling, design oversight, permitting, project bidding, construction management, inspections and closeout. During all phases of work PDI completed their work in a timely manner and did an excellent job of coordinating with OC Parks management and Park Rangers"....Scott Thomas



Tracks At Brea, Brea, CA

Contact: Kathie DeRobbio, Economic Dev't Mgr. (714) 671-4403

Raul Lising, P.E., Assistant City Engineer (714) 671-4450

Raul@ci.brea.ca.us

Sr. Project Manager: Robert Jones

Completion Date: 2017

Project Costs: \$6M

Project Description: PDI is an On-Call consultant to the City of Brea Public Works Department and Mr. Jones is the Project and Construction Management for the City's Track at Brea, linear trail/park project. The project includes the development of a linear, multi-trail system and linear park bisecting the city within a 100-year-old abandoned Southern Pacific Railroad line. Soils remediation and mitigation of hazardous soils was required prior to construction of the trails and amenities that included utilities, restroom building, parking lots, exercise equipment stations, water play area, passive recreation and educational signage program.

PDI Services Provided: For Segments 2, 3 and 6 Mr. Jones managed the revisions to the Grading & Soil Remediation Plans, provided constructability review of the grading plans and specifications, prepared and maintained project schedules, coordinated the surveying and 'potholing' of the existing utilities, prepared the RFP to solicit the design team, managed the contractor bidding and contract award process, and provided construction management services during the construction process.

"Project Dimensions, Inc. was diligent in overseeing the contractor's efforts, and managed the City's \$1.7M grant funded investment for our Tracks at Brea Project. Their staff was proactive in controlling the City's budget, minimized change orders and successfully negotiated cost overruns on the City's behalf. Their ability to manage the project schedule, anticipate delays and monitor resources, equipment and materials delivery way key to the success of this project".... Raul Rising



City of Anaheim – Parks & Recreation On-Call Consulting

Contact: Larry Pascoe, Community Services Director (714) 765-5191
Lpascoe@anaheim.net

Sr. Project Manager: Robert Jones

Completion Date: Current On-Call Contract

Project Costs: \$15M

Project Description: For the past 15 years PDI has maintained On-Call Consulting contracts with both the City's Community Services and Public Works Departments. Representative park projects under Mr. Jones' leadership include the Maxwell and Betsy Ross sports parks, La Palma Park stadium renovation, The Coves a linear park & trail system, Deer Canyon Park Preserve a wilderness park, as well as expansions to existing parks, and the retrofitting of recreational facilities within the City's park system.

PDI Services Provided: Mr. Jones, as PDI's Project Manager assigned to the City, has provided Development and Construction Management Services that include Pre-Construction Services, Construction Management Services and Post-Construction Services for the City's parks, recreation and CIP projects, with a combined construction cost of over \$20,000,000.



"Project Dimensions, Inc. has maintained their "On-Call" services contract with the City's Community Services and Public Works Departments for the past 12 years and has been responsible for overseeing the design, constructability, bidding and construction management for our new parks, recreational facilities and habitat restoration projects. In my experience with PDI, I have found their staff to be professional, team players, represent our City well and have been able to manage significant challenges during the construction process"... Larry Pascoe

Eastvale Community Park & S.A. River Trail - Jurupa Community Services District

Contact: Richard Welch, Director of Parks (951) 727-3524

rwelch@jcsd.us

Rafael Gonzalez, Parks Manager (951) 727-3524

rgonzalez@jcsd.us

Sr. Project Manager: Robert Jones

Completion Date: In Progress

Project Costs: \$17M

Project Description: The Eastvale Community Park is a 66 acre active sports park developed by the JCSD for the City of Eastvale, CA. Phase 2 includes the development of a 35 acre lighted sports facility that when complete will incorporate four (4) lighted softball and Little League ball fields, a premier stadium facility for hosting soccer, football and lacrosse tournaments, multi-age appropriate tot-lot play equipment, separate restrooms, concessions and maintenance buildings, group picnic shelters, public street improvements, underground dry and wet utilities and the relocation and undergrounding of SCE 35Kv overhead power lines. The total engineer's estimate for the design and construction was \$17,000,000.

PDI Services Provided: Mr. Jones is the Project Manager overseeing the districts design team in the preparation of the construction documents; coordinating the submittals and plan approvals through the City, county and jurisdictional agencies; providing community outreach to the adjacent homeowners and landowners; constructability review and value engineering; managing the pre-qualification of contractors and the bidding process, overseeing the pre-purchase of products; and will be onsite during the construction process.



TECHNICAL RESUMES

Following are the technical resumes of the key personnel assigned to the Project Team. These individuals have been selected for their expertise and experience that is a perfect match for the scope of work proposed:

RESUME



YEARS OF EXPERIENCE:
35 Years

YEARS WITH PDI:
21 Years

EDUCATION:
BS, Landscape Architecture,
California State Polytechnic
University, Pomona

REGISTRATION:
Licensed Landscape
Architect, State of California
License No. 3535
Expiration Date: 4/30/18

AFFILIATIONS:
American Society of
Landscape Architects;
Member Parks & Recreation
Society;
SCCASLA Past Vice
President;
SCCASLA Executive Board



ROBERT E. JONES, ASLA
SENIOR PROJECT MANAGER

Qualifications & Responsibilities:

Mr. Jones has over 35 years of experience in the fields of landscape architecture, and project management and has held senior positions in leading design, planning and project management firms. Mr. Jones has an extensive background overseeing project development and construction of capital improvement projects for local cities, counties and agencies throughout southern California. His project experience encompasses urban and regional planned communities, public works / infrastructure and public facilities. Mr. Jones specializes in managing recreational oriented projects including parks, trails, recreational facilities, golf courses, open space enhancement, and habitat conservation.

Relevant Experience:

PUBLIC WORKS

Mr. Jones' Public Works experience includes on-site construction management oversight and inspection coordination services for a variety of infrastructure improvements that include street improvements, intersection signalization, backbone utility infrastructure, and the installation of wet and dry utilities. Mr. Jones has managed multi-disciplinary consultant teams in the research, survey, design, relocation and initiation of temporary installations and for key infrastructure projects and has managed and documented the on-site construction of these improvements. Mr. Jones is responsible for all coordination and communication with the local utility providers as well as the inspection agencies.

CITY OF ANAHEIM, COMMUNITY SERVICES / PUBLIC WORKS DEPARTMENTS

Anaheim, CA - As PDI's representative, for over fourteen (14) years, Mr. Jones assisted the City of Anaheim with development and construction management services for various parks and recreation projects, including the Santa Ana River Trail (SART) along the OCWD Burris Basin (Anaheim Coves); the restoration of a 130-acre native canyon and passive wilderness park (Deer Canyon); a 5.5-acre neighborhood park, including lighted ball fields, restroom facilities, infrastructure and street improvements (Ross Park); and the construction management of the golf course renovation for the Tiger Woods Foundation (Dad Miller Golf Course).

JURUPA COMMUNITY SERVICES DISTRICT, CA

Eastvale, CA - Mr. Jones has managed multiple park development projects for the JCSD providing Project and Construction Management services including design oversight, constructability review, contractor bidding and Project/Construction management for various park and trail projects. Noteworthy is a segment of the Santa Ana River Trail and the Eastvale Community Sports Park, a 35-acre, \$15 million Sports Park that includes in addition to lighted softball and soccer fields, a premier stadium for club sports play, restroom and concessions buildings, age appropriate tot-lots, parking lot, infrastructure, utilities, SCE relocations, street improvements, hazardous soils remediation and biological mitigation.

COUNTY OF ORANGE, OC PARKS

Orange County, CA - Acting as the County's 'On-Call' Project Manager, Mr. Jones has managing fourteen (14) facility related projects within the county's park system. Responsibilities include managing the design and development of plans and specifications; coordinating the public bidding process from RFP to contract award; developing and procuring contracts for professional services, construction projects and vendor services; and developing schedules and cost estimates. Mr. Jones' projects include facility rehabilitation, retrofitting and ADA compliance for a variety of public recreational facilities.

RESUME

**YEARS OF EXPERIENCE:**

25 Years

YEARS WITH PDI:

5 Years

EDUCATION:

BS, Landscape Architecture,
California State Polytechnic
University, San Luis Obispo

REGISTRATION:

American Society of Golf
Course Architects, Associate
Member

AFFILIATIONS:

California State Polytechnic
University, San Luis Obispo
Visiting Faculty Lecturer,
Landscape Architecture
Department



David L. Ginkel, ASGCA Associate
SENIOR CONSTRUCTION MANAGER

Qualifications & Responsibilities:

Mr. Ginkel has over 25 years of experience in the fields of landscape architecture, project management and golf course design and has held senior design positions in leading planning and project management firms. Mr. Ginkel has an extensive background overseeing project development and construction of projects including parks and landscapes for cities, counties and agencies throughout California and golf courses throughout the western U.S. and internationally. His construction management experience includes on-site supervision of the contractor's work, coordination with multiple agencies and project documentation and recordation. Dave is an expert in the installation of artificial turf products and has managed installation for numerous public agencies primarily in northern California.

Relevant Experience:**CAMP PARKS ARMY RESERVE MULTI-PURPOSE FIELDS**

Dublin, CA – Mr. Ginkel was the construction manager for the installation of a 70,000 S.F. multi-purpose sports field designed for use in training, fitness and recreational for the U.S. Army Reserve facilities. The synthetic fields were manufactured by 'Field Turf' and were installed utilizing silica sand to eliminate the rubber infill materials. The total construction cost was \$1.5M

MONTE VISTA SCHOOL – BASEBALL & MULTI-PURPOSE FIELDS

Watsonville, CA – Mr. Ginkel supervised the contractor's work efforts for the installation of the school's Synthetic Turf field for the school's new varsity baseball stadium and multi-purpose common areas throughout the school campus. The baseball field was installed using 'Field Turf' and included striping and site amenities. The total construction cost was +/- \$300,000.

COYOTE CREEK GOLF CLUB – COURSE RENOVATION

Morgan Hill, CA - Mr. Ginkel was the Owner's Representative for the renovations to the 18-Hole golf facility providing Project Management services including overseeing the preparation of the plans and construction documents, budget preparation, scheduling, contractor bidding and contract negotiations. As the Construction Manager, Mr. Ginkel was on site daily monitoring the contractor's work efforts, site safety and quality control as well as managing all submittals, RFI's, field measurements, inspections and testing and monthly payment requests.

HEAVENLY GREENS CONSTRUCTION - ARTIFICIAL SPORTS TURF

San Jose, CA – Mr. Ginkel was the Account Manager for Heavenly Greens, a California based contractor specializing in the installation of artificial / synthetic turf products for sports fields and public facilities. Mr. Ginkel was the PM/CM for all commercial and public projects throughout northern California ranging from 1000 SF to over 80,000 SF multi-purpose fields and military installations. Mr. Ginkel was responsible for maintaining client relations, overseeing the design, estimating, scheduling and the contractor bidding. During construction Mr. Ginkel provided on-site construction management to verify that all products and installations were per the requirements of the specifications, and public works projects.

GOLF DESIGNS UNLIMITED, INC.

Salinas, CA – Mr. Ginkel is the owner and founding principal of Golf Designs Unlimited, Inc. a full-service golf course design firm specializing in land planning and course design for projects throughout the western United States and internationally. Dave is responsible for overseeing all aspects of design, client relations, estimating and construction management for private, public and daily-fee golf courses.



Monterey Bay Engineers, Inc.

Civil Engineering • Land Surveying

Steve C. Wilson, RCE 25,136 / PLS 5,207
Brian M. Wilson, PLS 7,771
Benjamin C. Wilson, RCE 72,928

607 Charles Ave. Suite B, Seaside, Ca 93955
Phone (831) 899-7899 Fax (831) 899-7879
Email : mbayengr@mbay.net

RESUME OF STEVEN C. WILSON

EDUCATION:

Golden Gate University, San Francisco, CA - Monterey Extension. Completed 27 semester units toward a B.S. in Business Management, 1978 to 1979.

Monterey Peninsula College, Monterey, CA A.S. Degree, February 1967. Returned to Monterey Peninsula College 1971 to 1977 for additional Engineering, General Education and Business Courses prior to attending Golden Gate University.

Monterey High School, Monterey, CA Graduated June 1964.

LICENSES:

Registered Civil Engineer, California
Professional Land Surveyor, California
Registered Civil Engineer, Arizona

License No. 25,136, dated Feb. 12, 1975
License No. 5,207, dated Apr. 21, 1982
License No. 24,874, dated Jan. 17, 1991

RELEVANT EXPERIENCE:

March, 1978 to present: Principal Owner of Monterey Bay Engineers, Inc. Founded in 1975 as "S.C. Wilson, Civil Engineer", and incorporated as Monterey Bay Engineers, Inc. on July 1, 1982. The services offered to the public include Land Surveying, consisting of boundary surveys, topographic mapping, construction staking, ALTA surveys, hydrographic, and global positioning surveys, (GPS). Civil Engineering services include subdivisions, residential and commercial developments, road improvement plans, grading plans, drainage studies, utility systems for water and sewer, structural analysis, retaining walls, and construction observation / inspections.

June, 1991 to August 2008: Subcontractor to CTB McGraw-Hill, to Professional Management and Evaluation Services (PMES), and to Human Resources Research Organization (HumRRO) as an "Autocad" draftsman/designer. This engagement was to provide assistance with the development of professional licensing examinations for the California Board of Registration for Professional Engineers and Land Surveyors. Tasks included preparation of all drawings used in the Special Civil Engineering, Land Surveyor, and Geotechnical Engineer examinations and in the scoring process. This work required broad knowledge in the Civil Engineering and Land Surveying disciplines, and was done with very rigid security measures.

1989 - 1994: Part-time instructor at Monterey Peninsula College. Taught an introductory course in Land Surveying during the evening for four semesters. The course was entitled "Engineering 110, Surveying".

October, 1972 to March, 1978: Senior Designer for Mobileparks West, Monterey, California. Designer of large mobile home parks in California, Oregon, Washington, Nevada, Arizona and Utah. Supervised up to four draftsmen or survey crewmen. Performed construction staking of each project that was built during my employment, and also acted occasionally as a construction superintendent.

November, 1970 to October, 1972: Engineering Technician for the City of Seaside, California. As Chief of Survey Party, provided layout work for streets and drainage, organized a comprehensive Second Order Benchmark system for the city, and initiated a Traffic Counting program.

September, 1970 to November, 1970: Engineering Aide with the County of Monterey, California. Worked as a Survey Party crewman.

December, 1967 to September, 1970: Active Duty, U.S. Naval Reserve, Naval Air Station, Glenview, Illinois. Aircraft Maintenance for A-4, S-2 and P-2 aircraft. Aircrewman in the SP-2E and SP-2H antisubmarine patrol planes.

June, 1966 to December, 1967: City of Monterey, Engineering Department. Performed drafting and minor design work. Key member of Survey Party.

PROFESSIONAL AFFILIATIONS:

Member of the American Congress on Surveying and Mapping (ACSM) since 1979

1984-1995 Board of Directors Northern California Section, ACSM

1989 Chairman, Northern California Section, ACSM

Life Member of the California Land Surveyors Association (CLSA), member since 1984

1991-2000, 2015-2016 Board of Directors, CLSA

1998 President of CLSA

1999-2000 CLSA Representative to the Board of Governors, ACSM-NSPS

Member of the Consulting Engineers and Land Surveyors of California (CELSOC) since 1992

Organization name is now ACEC-California

1997-1998 President, Monterey Bay Area Chapter, CELSOC

2016-2019 Member of the Nevada Association of Land Surveyors (NALS)

2016-2019 California Board of Registration for Engineers, Land Surveyors and Geologists, appointed by Governor Brown to serve as the Professional Land Surveyor Member

2017-2019 Appointed to serve on the Land Surveyors Examination Development Committee, National Council of Examiners for Engineers and Surveyors (NCEES)



Monterey Bay Engineers, Inc.

Civil Engineering • Land Surveying

Steve C. Wilson, RCE 25,136 / PLS 5,207
Brian M. Wilson, PLS 7,771
Benjamin C. Wilson, RCE 72,928

607 Charles Ave. Suite B, Seaside, Ca 93955
Phone (831) 899-7899 Fax (831) 899-7879
Email : mbayengr@mbay.net

RESUME OF BRIAN M. WILSON

LICENSES:

Professional Land Surveyor, California

License No. 7,771, dated July 27, 2001

EDUCATION:

Monterey Peninsula College, Monterey, CA, Associate of Science Degree in Fire Protection Technology, August, 1998.

Salinas High School, Salinas, CA, Graduated June 1989.

RELEVANT EXPERIENCE:

Land Surveyor - Monterey Bay Engineers Inc. November, 1993 to present.

Responsible for the coordination, planning and supervision of office and field survey projects.

Supervising office and field personnel on land surveying projects. Projects include boundary surveys, deed retracement, boundary analysis, subdivisions, lot mergers, topographic surveys, planimetric surveys, ALTA surveys, as-built surveys, utility surveys, lot line adjustments, elevation certificates, leveling, construction staking and legal descriptions. These surveys include the use of conventional surveying techniques, as well as the use of a Global Positioning System (GPS) for static control and kinematic surveys. Drafting of various survey maps and engineering plans using Autodesk Land Desktop drafting software. Preparing officially recorded documentation of field work including major subdivision maps, Parcel Maps, Records of Survey, Corner Records, boundary legal descriptions, easement legal descriptions and Official Maps.

Captain - North County Fire Protection District (Monterey) November, 2017 to present.

Lieutenant - North County Fire Protection District (Monterey) July, 2009 to November, 2017.

Firefighter - North County Fire Protection District (Monterey) March, 1999 to June, 2009.

Member of the Monterey County Urban Search and Rescue Team (USAR) since 2000.

Reserve and Full Time experience as a firefighter dealing with a variety of emergency and public relation situations, including fires, medical aids, technical rescues and fire prevention.

Seasonal Firefighter – California Department of Forestry and Fire Protection August, 1990 to 1995.

PROFESSIONAL AFFILIATIONS:

Member of California Land Surveyors Association (CLSA)

Member of the Nevada Association of Land Surveyors (NALS)

Member of International Association of Firefighters (IAFF)

Member of California Professional Firefighters Association (CPF)



BUTANO GEOTECHNICAL ENGINEERING, INC.

231 GREEN VALLEY ROAD, SUITE E, FREEDOM, CALIFORNIA 95019

PHONE: 831.724.2612

WWW.BUTANOGEOTECH.COM

Greg A. Bloom, Owner Principal Geotechnical Engineer

- Bachelor of Applied Science in Civil Engineering, California Polytechnic State University, San Luis Obispo
- Civil Engineer – California License No. 58819
- Geotechnical Engineer – California License No. 2691
- Member, ASFE (Associated Soil and Foundation Engineers)



Mr. Bloom has practiced geotechnical engineering in the greater Monterey Bay and San Francisco Bay areas for the past 15 years. His completed projects include educational facilities, commercial developments, single family residences, and public works. He has provided numerous design recommendations for foundation systems, retaining walls, pipelines, roadways and pavement sections, trail projects, dams, and cell towers. Investigations include feasibility level studies, new construction, repairs, additions, and forensic analysis. Project environments have varied from soft and liquefiable soils to karstic bedrock, each with their own design requirements. Mr. Bloom manages all of the firm's projects from the design phase through the completion of construction.

Mr. Bloom has managed the construction (from a geotechnical perspective) of several subdivisions including Woods Cove in Scotts Valley, Benson Avenue in Santa Cruz, and multiple minor land divisions in Santa Cruz and Monterey Counties.

BUTANO GEOTECHNICAL ENGINEERING, INC.

231 Green Valley Road, Suite E, Freedom, CA 95019
831.724.2612



BUTANO GEOTECHNICAL ENGINEERING, INC.

231 GREEN VALLEY ROAD, SUITE E, FREEDOM, CALIFORNIA 95019

PHONE: 831.724.2612

WWW.BUTANOGEOTECH.COM

Philip T. Edwards Senior Engineer

- Bachelor of Applied Science in Civil Engineering, University of California Davis
- MS from San Jose State University in Civil Geotechnical Engineering
- APWA Monterey Bay Board of Directors, 2014 through present
- ASCE Monterey Bay Sub-Branch President, 2016 through present
- Civil Engineer, California License No. 86451



Mr. Edwards has been with Butano Geotechnical Engineering, Inc. for the past six years. He uses his practical and technical knowledge to develop an understanding of clients' needs in the creation of design and or rehabilitation strategies that offer the leading-edge in methods and materials for their geotechnical constraints.

Mr. Edwards design work has included foundation systems for retaining walls, residences, commercial buildings, schools, libraries, and bridges. He specializes in pavement design including alternative restoration procedures like full depth reclamation, rigid-pavement overlays, pavement sections on fat and soft clays, and rural road remediation. His pavement sections can be seen at UCSC, the City of Scotts Valley, Mt. Umunhum Road, the City of Sacramento, and the City of Capitola.

Mr. Edwards is actively involved in local professional organizations and is currently the president of American Public Works Association (APWA) and the president of the Monterey Sub-branch of the American Society of Civil Engineers (ASCE).

BUTANO GEOTECHNICAL ENGINEERING, INC.

231 Green Valley Road, Suite E, Freedom, CA 95019
831.724.2612

COST PROPOSAL (SEPARATE ENVELOPE)

Per the terms of the City's Request for Proposal, PDI's "Cost Proposal" is being submitted in a separate sealed envelope and includes our Fee Proposal, Qualifications and Assumptions, Fee Schedule and Resource and Cost Allocations.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer

DATE: October 18, 2018

SUBJECT: **APPROVE A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH VERDE DESIGN INC. CONTRACT TO PROVIDE DESIGN SERVICES DURING CONSTRUCTION FOR THE CUTINO PARK PHASE 1 IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS (\$70,925).**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council consider approving a resolution authorizing a second amendment to a professional service agreement with Verde Design Inc. to provide design services during construction for the Cutino Park Phase 1 Improvements not to exceed Seventy Thousand Nine Hundred Twenty Five Dollars (\$70,925).

BACKGROUND

Cutino Park is situated between San Pablo Avenue and La Salle Avenue east of Noche Buena Street adjacent to the Boys and Girls Club. In 2017, the City retained Verde Design Inc. (Verde) to prepare preliminary design for a multi-use synthetic sports field, skate park and complete design and construction documents for ADA Improvements at Cutino Park. The ADA Improvements are funded with Community Development Block Grant funds and is currently under construction and is estimated to be completed at the end of October 2018. On February 1, 2018, the City Council approved the first amendment to Verde's professional service agreement for \$220,580 to complete the design and prepare construction documents for a multi-use synthetic field and skate park, Cutino Park Phase 1 Improvements. The design and construction documents for Phase 1 are complete and the project was put out to bid and advertised in July 2018. The Graniterock Company (Graniterock) was selected as the lowest responsive responsible bidder and a construction contract award to Graniterock will be considered at this meeting.

The unique nature of design for skate park and synthetic field requires experienced professional design support services during construction. Verde was requested to provide a proposal for supporting during construction which include responding to requests for information on the contract documents including clarifications on the design and specifications, review of submittals and shop drawings, assisting with change orders, and to preparing as-built record drawings upon completion of construction. The second amendment to the professional service contract for design support services during construction will extend through the construction phase and close out, which is estimated to be Spring 2019.

It is recommended to adopt a resolution authorizing the City Manager to execute a second amendment to the professional service agreement with Verde Design Inc. for an amount not to exceed Seventy Thousand Nine Hundred Twenty Five Dollars (\$70,925) to provide design support services during the construction of Cutino Park Phase 1 Improvements.

FISCAL IMPACT

The City adopted the FY 2018/2019 Capital Improvement Program (CIP) on June 21, 2018. It is customary for a project of this size and complexity to establish a 10% contingency. The CIP provides authorization for the proposed project using Bond funds. The second amendment to Verde Design Inc. and 10% contingency will be funded through this bond.

ATTACHMENTS

1. Resolution
 2. Amendment #2
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH VERDE DESIGN INC. TO PROVIDE DESIGN SUPPORT DURING CONSTRUCTION OF THE CUTINO PARK PHASE 1 IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND NINE HUNDRED TWENTY FIVE DOLLARS (\$70,925)

WHEREAS, the City Council approved the preliminary design for a multi-use synthetic field and skate park at Cutino Park with Verde Design Inc. (Verde) for an amount not to exceed \$217,674; and

WHEREAS, on February 1, 2018, the City Council awarded Verde Design Inc. the first amendment to their contract to complete the design and prepare construction documents for Cutino Park Phase 1 Improvements for a multi-use field and skate park for an amount not to exceed \$220,580; and

WHEREAS, the design and construction documents are complete for Phase 1 Improvements and the project was put out to bid; and

WHEREAS, additional design support is need during construction to respond to design clarifications, review of submittals, review of shop drawings, assist with change orders, and prepare as-build record drawings upon completion of the project; and

WHEREAS, Verde Design Inc. has submitted a proposal to provide design support during construction in which the total contract values would be increased by Seventy Thousand Nine Hundred Twenty Five Dollars (\$70,925).

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council authorize the City Manager to execute a second amendment to the professional services agreement with Verde Design Inc. to provide design support during construction for Cutino Park Phase 1 Improvements for an amount not to exceed Seventy Thousand Nine Hundred Twenty Five Dollars (\$70,925); and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorize the City Manager to execute an additional 10% contingency for written amendments to the Verde Design Inc.'s agreement such that the full value of the second amendment may not exceed \$78,018.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 18th day of October, 2018 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

CONTRACT AMENDMENT #2
Agreement for Consultant Services
Cutino Park Improvements

Change Requested by: X City Contractor

Contract Date

July 24, 2017

Project Name

Cutino Park Improvements

To (Consultant): Verde Design Inc.
2455 The Alameda, Suite 200
Santa Clara, CA 95050

You are directed to make the following changes from 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. The contract terms and conditions shall not be modified except for as stated herein.

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

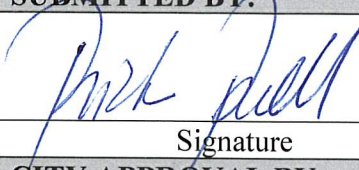
Consultant shall perform the tasks described and set forth in Exhibit A, Exhibit A1 and Exhibit A2, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, Exhibit A1 and Exhibit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

MODIFY the following text in **Section 21, "Contents of Request for Proposal and Proposal."**

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

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$217,674.00	\$220,580.00	\$70,925.00	\$509,179.00
Original Contract Time	Original Completion Date	CCO Days To Date (Including This CCO)	Revised Completion Date
12 months	July 30, 2018	12 months	August 31, 2019

CONTRACT AMENDMENT #2
Agreement for Consultant Services
Cutino Park Improvements

SUBMITTED BY:		
	Rick Riedl City Engineer	10-5-2018
Signature	Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Title	Date

CONTRACTOR ACCEPTANCE BY:		
	Derek McKee Principal	9.25.18
Signature	Name and Title	Date

May 14, 2018

Mr. Rick Riedl
City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955



SUBJECT: Cutino Park Improvements
Verde Design Proposal No. 1706003M

Dear Rick,

In response to your request, Verde Design is respectfully submitting the following request for additional design services, for the above-mentioned project. This proposal shall remain valid for a period of sixty (60) days.

Project Understanding

Verde Design has been requested to provide a proposal for Construction Support for Phase 1 of the project; the field and skate park. These items were discussed as beyond the original Scope that was provided to the City for design and bid support services. The following services and fee are representative of services being provided by Verde Design and the design team to include; Wormhoudt Inc. (Skate Park), Salas O'Brien (Electrical) and Mesiti-Miller (Structural):

1. Attend Pre-Construction Meeting (1)
2. Review and respond to Requests for Information
3. Review Submittals and Shop Drawings
4. Construction Meetings with Site Reviews and Observation Reports (18)
5. Assist with Change Order Reviews
6. Substantial Completion Punch Walk and Punch List (1)
7. Final Site Walk (1)
8. Review As-builts and provide CAD Updates
9. Project Administration

For these additional design services, we respectfully submit an additional fee of \$70,925 for approval and to be added to our original agreement with the City of Seaside for Phase 1 of the Cutino Park Field and Skate Park project. Please sign and return an original copy or signed scanned copy for our records.

Respectfully Submitted,
Verde Design Inc.

Approved:
City of Seaside

A handwritten signature in green ink, appearing to read "C. M. E. Schneider".

Corbin M.E. Schneider, RLA, PIC, CLIA, WSP
Senior Associate

Rick Riedl, City Engineer

cc: Verde Design Distribution

Date: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.E.

TO: City Council

BY: City Attorney Don Freeman

DATE: October 18, 2018

SUBJECT: **APPROVE A CONTRACT FOR THE PURPOSE OF CONDUCTING A FORENSIC AUDIT AND TO FREEZE CITY COUNCIL EXPENDITURES**

PURPOSE & RECOMMENDATION

To approve a contract for the purpose of conducting a forensic audit for City Council expenditures and to freeze City Council expenditures.

BACKGROUND

Authorization for the City Attorney to conduct and oversee a forensic audit and investigation of financial expenditures, authorizations and conformances with city policies of all members of the City Council of the City of Seaside, including potential authorizations of such expenditures by the City Manager and possible other City staff, for the period of July 1, 2015 to the present.

Proposed action: In an effort to avoid any potential, actual or potential appearances of a conflict of interest, the City Council of the City of Seaside hereby authorizes the City Attorney to retain the City's auditors, the firm of Clifton Larsen Allen, to conduct a forensic audit and investigation of City Council expenses commencing July 1, 2015 to present, and to remove the responsibility for such forensic audit/investigation from the Director of Finance and the City Manager. This authorization also allows the City Attorney to potentially include peer review prior to final acceptance of the audit as being complete.

In addition, the City Council immediately freezes all City Council expenditures and as well, requires all City Council Members to immediately surrender their city-issued purchasing cards to the Director of Finance.

Further, effective immediately, any and all expenditures by City Council Members shall have prior public review and City Council action prior to authorization.

ATTACHMENTS

1. CLA Expense Audit Engagement
-



CliftonLarsonAllen LLP
CLAAconnect.com

October 2, 2018

Mr. Craig Malin
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Re: City of Seaside – Forensic Accounting and Investigative Services

Submitted Electronically

Confidential

Dear Mr. Craig Malin:

This letter will confirm the engagement with the City of Seaside (“the City”) for forensic accounting and investigative services. The overall scope of our work and our approach will be conducted under your direction and we will perform our engagement in accordance with the Statement on Standards for Consulting Services, *Consulting Services: Definitions and Standards* (codified as CS Section 100 in *AICPA Professional Standards*) of the American Institute of Certified Public Accountants (“AICPA”) and the Code of Professional Standards of the Association of Certified Fraud Examiners (ACFE). The professional standards promulgated by the AICPA and the ACFE prohibit CLA from rendering an opinion as to whether there has been any fraud or other criminal activity by anyone associated with this engagement. Therefore, CLA will not render such opinions.

SCOPE OF WORK AND TIMING

The scope of our engagement will be as determined through discussion with you and the management of the City of Seaside.

Based on our discussions with you, we will conduct a forensic examination of Calcard and expense reimbursement activity for all City Council members for the period from July 1, 2015 to September 24, 2018 for compliance with City policies, including the City’s *Expense and Use of Public Resources Policy*. Our forensic accounting and investigative procedures may include, but not be limited to, the review of transactions, records, and supporting documents; computer forensics; and interviews of City employees and City Council members. Additional procedures may be identified based on our findings throughout the engagement. We will conduct our work in a phase approach, as follows:

- Phase 1: Review each transaction and supporting documentation for Calcard and expense reimbursement activity for all City Council members for the period from July 1, 2015 to September 24, 2018. Identify activity that does not comply with City policies and/or appears unusual or questionable in nature.



- **Phase 2:** Conduct appropriate and legal investigative procedures of those transactions identified in Phase 1 that do not comply with City policies and/or appear unusual or questionable in nature. Investigative procedures may include, but will not be limited to, computer forensics and interviews of City employees and City Council members.

At the completion of our consulting work, we will present our findings to you verbally or in a written report as you may require. However, the estimate included in the STAFFING AND FEES section below does not include the cost associated with preparing a written report. We will verbally update you periodically or at your discretion as to our progress and estimated budget.

STAFFING AND FEES

Appropriate CliftonLarsonAllen LLP resources will be used on this engagement, as we deem necessary. Rich Gonzalez, Principal, will be responsible for this engagement. Jenny Dominguez, Director, will help oversee this engagement. Other professionals will be assigned to this engagement as deemed necessary.

We will be compensated for fees and expenses incurred on this engagement. Our fee is not contingent upon the final results of the engagement. Our fees are based upon the actual hours of professional service rendered by hourly rates of the professional. The hourly rates are based upon the experience and qualifications of the professional. The hourly rates by level are as follows:

Principal	\$375 - \$435
Director	\$325 - \$400
Manager	\$200 - \$300
Senior Associate	\$170 - \$190
Associate	\$135 - \$160
Clerical/Admin	\$100 - \$125

We bill at our cost, direct expenses incurred during the course of the engagement.

Bills for services are due when submitted and City of Seaside is responsible for payment. Invoices must be paid within thirty (30) days from the date of the invoice. We will submit monthly bills for charges and expenses incurred. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement. Fees unpaid 30 days past the billing date are subject to an interest charge of 1.5% per month. In the event we must undertake any collection efforts to collect unpaid balances due us, reasonable attorney's fees and expenses shall be recoverable.

Phase 1:

Based upon the current available budget of the City of Seaside, we will conduct this first phase for a fee not to exceed \$15,000, including travel related costs. Based on this estimate, we will not exceed 80 hours, including travel related time which is billed at 50% of actual travel time. If it is determined that additional hours are needed to complete the scope identified above, we will notify you immediately.

Phase 2:

We will conduct the second phase for an estimated fee of \$25,000. Based on this estimate, we will not exceed 130 hours, including travel related time which is billed at 50% of actual travel time. If it is determined that additional hours are needed to complete the scope identified above, we will notify you immediately.

Estimates are only for the accommodation of the City and are not quotes. We cannot anticipate or control the amount of time required to properly complete the matters that we are retained to handle. For example, the volume of records might be greater than anticipated and require more time to analyze. Many other factors, too numerous to describe, can have a similar effect. Accordingly, despite our desire to provide our clients with useful estimates, it is difficult to do so and our actual fees normally vary, in some cases considerably, from the estimates we provide.

GENERAL TERMS AND CONDITIONS

Fraud and irregularities by their very nature are most often hidden, and no absolute assurance can be given that all such matters will be detected. Our engagement cannot be relied on to disclose all irregularities or illegal acts, including fraud that may exist. However, we will inform you of any such matters that come to our attention.

We will hold any documents or records provided to us concerning this engagement subject to your direction with respect to possession and control. We will treat our work for you and any work papers we create about this engagement as confidential and will not disclose them to anyone unless required to do so by law. If legally permitted, we will immediately notify you of any requests or demand to inspect or copy either the documents in our possession or our work papers.

While our work may involve analysis of accounting records, our engagement does not include an audit in accordance with generally accepted auditing standards or any other attest function. It is our understanding that the primary intent of engaging our services is for the benefit of management and the Board of the City of Seaside. Our services are not intended to benefit or influence any other person or entity.

If we present our findings to you in a written report, you may not reproduce, distribute, or extract our report in whole or in part for any purpose other than this engagement without our expressed written permission. If we grant limited permission in this letter or elsewhere and/or you reproduce or extract our report in whole or in part, we must approve the masters or printer's proofs of the reports we prepare before they are reproduced or published for distribution outside your management if CliftonLarsonAllen LLP's name is to be connected with the report in any way.

Our services are for use only in connection with the above referenced engagement. You agree that any reports or other documents produced by us will not be provided to any third parties, except for the parties to this engagement, their respective legal counsel, appropriate regulatory agencies and judicial representatives and otherwise required by law.

By approving this arrangement, the City of Seaside agrees to indemnify and hold harmless CliftonLarsonAllen LLP, its principals and employees against and from any losses, claims, damages, or liabilities to which we may become subject in connection with this assignment.

In the event CliftonLarsonAllen LLP, its principals and employees are requested pursuant to subpoena or other legal process to produce its documents or appear in person relating to this engagement in judicial or administrative proceedings to which CliftonLarsonAllen LLP is not a party, the City of Seaside shall reimburse CliftonLarsonAllen LLP at standard billing rates for its professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests.

With regard to any claims by you, our maximum liability relating to services rendered under this letter (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the fees paid to us for the portion of our services or work product giving rise to liability. In no event shall we be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs etc.) even if advised of their possible existence.

We do not anticipate any difficulties. However, in the unlikely event that there are any disagreements regarding our services, any claims against CliftonLarsonAllen LLP as a result of this engagement must be brought within one year from the date our report is delivered or our work is completed.

This letter constitutes the entire agreement regarding services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us, whether oral or written. This agreement may be supplemented by other written agreements.

The laws of the State of California shall govern this contract. The federal or state courts of the State of California shall have exclusive jurisdiction of any claim arising out of this engagement.

CliftonLarsonAllen LLP and the City of Seaside mutually agree that all parties may execute this engagement letter electronically.

If the above accurately reflects the terms and conditions of our engagement, please sign this letter and return it to Rich Gonzalez at Rich.Gonzalez@CLAconnect.com. We look forward to working with you on this engagement.

Very truly yours,



Rich Gonzalez, CPA

Principal

916-677-5760

Rich.Gonzalez@CLAconnect.com

The above accurately reflects our engagement agreement and I accept the above terms and conditions.

CRAB MAEIN, CITY MANAGER
Print Name & Title – City of Seaside

Signature

Date

10/4/18

— NOTE: PHASE 1 IS APPROVED
PHASE 2 WILL BE A
CITY COUNCIL DECISION,
FOLLOWING PHASE 1