



A G E N D A

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

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, January 17, 2019
5:30 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. CALL TO ORDER

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
Jon Wizard	Council/Agency Member
Vacant	Council/Agency Member

2. PLEDGE OF ALLEGIANCE

3. 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.

4. CONSENT AGENDA

A. APPROVE MINUTES FROM JANUARY 3, 2019

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of December 22, 2018 through January 4, 2019. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of January 3, 2019 is requested. Total Accounts Payable and Payroll for the above referenced period is \$0.

C. APPROVE A LETTER OF INTEREST TO BE SENT TO MONTEREY COUNTY BOARD OF SUPERVISORS REGARDING A POTENTIAL MULTI-JURISDICTIONAL HOMELESS SHELTER SITE IN SEASIDE

RECOMMENDATION: To approve the draft letter of interest authorizing Seaside staff to work with the County to discuss and develop a plan for a multi-jurisdictional homeless shelter in Seaside.

5. BUSINESS ITEMS

A. APPROVE A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO RANDAZZO ENTERPRISES INC. FOR AN AMOUNT NOT TO EXCEED TWENTY THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS (\$20,757) FOR THE DEL MONTE BLVD HAZARDOUS WASTE ABATEMENT, DISPOSAL AND BUILDING DEMOLITION PROJECT

RECOMMENDATION: The purpose of this item is to have the Successor Agency to the Redevelopment Agency consider awarding a contract to Randazzo Enterprises Inc. for the building demolition and hazardous waste abatement at 1561 and 1569 Del Monte Boulevard for an amount not to exceed Twenty Thousand Seven Hundred Fifty Dollars (\$20,757). The proposed demolition and removal of the buildings will provide nuisance abatement and prepare the site for affordable housing.

6. CLOSED SESSION

A. PURSUANT TO GOVERNMENT CODE 54957.7 -PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position Title: City Attorney

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

- **The Property Commonly Referred to As Main Gate** (Property bounded by Lightfighter, Divarty, Second Street and Highway 1) Negotiator for the City: Craig Malin, City Manager, Under Negotiation: Purchase and Sale Agreement Terms
- **Seaside Resort Development/Monterey Bay Resort** at 1 McClure Way. Negotiator for the City: Craig Malin, City Manager. Under Negotiation: Instructions to negotiator will concern price, terms of payment or both.
- **Parker Flats Medical Barracks Known as the Nurses Barracks buildings** located on the Former Fort Ord near the Department of Defense Building Located at Gigling Road and Parker Flats Cutoff Road. Negotiator for the City: Craig Malin, City Manager, Negotiator for Developer: Al Glover. Instructions to negotiator will concern price, terms of payment or both.
- **Marina Coast Water District Lift Station** proposed parcel of approximately 2,000 SF to located on Seaside property APN 031-051-023. Negotiator for the City: Craig Malin, City Manager, Negotiator for Developer: Marlina Coast Water District Representative. Instructions to negotiator will concern price, terms of payment or both.

7. ADJOURNMENT

Next Regularly Scheduled Meeting:
February 7, 2018
Seaside City Hall
5:30 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://cvp.telvue.com/player?id=T01629&video=52314&noplaylists=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.



DRAFT MINUTES

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

JOINT SPECIAL MEETING
COUNCIL CHAMBER
Thursday, January 3, 2019
5:30 PM

1. **CALL TO ORDER**

Mayor Oglesby called the meeting to order at 5:30 PM.

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

PRESENT: Campbell, Pacheco, Wizard, Oglesby

ABSENT: None

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

Mayor Oglesby invited comments from the public and had no requests to speak.

4. **CONSENT AGENDA**

On motion by None and seconded by None and passed by the following vote the City Council approved the consent agenda as presented.

RESULT: Approved

AYES: Dave Pacheco, Jon Wizard

NOES: None

A. **APPROVE MINUTES FROM DECEMBER 20, 2018**

Action: Approved

B. **APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

Action: Approved

5. **STUDY SESSION**

A. **PRESENTATION FROM THE MONTEREY BAY ECONOMIC PARTNERSHIP
REGARDING AFFORDABLE HOUSING**

Matt Huerta Housing Manager from the Monterey Bay Economic Partnership presented a study session on housing in Monterey County. He advocated for policies that are aimed at increasing the supply of housing, the development of potential sources of funding to create more affordable housing, and for policies that expand water allocations for housing. He indicated that there are three ways to measure housing needs regionally; affordability, adequacy (quality and enough housing) and availability and he provided details about how to assess each one of those factors. Federal statutory standard for affordable housing is defined as 30% of gross household income. He also detailed the income levels that qualify for the different thresholds for our local area. Mr. Huerta spoke positively to the fact that Fort Ord development opportunities are underway and can help meet the housing

needs for residents. He shared some ideas for collaboration, such as taking advantage of source sites, partnering with non-profit developers, student and faculty housing and unconventional partners for development. On question, Mr. Huerta explained the housing trust fund does the credit approval, processing and funding for projects and the MBEP would be the doorway. They assess the feasibility of the project to ensure that there is a fund repayment and then they would recommend funding.

Mayor Oglesby invited comments from the public.

- David Foster Executive Director for Habitat for Humanity indicated they are looking for projects and ways to get involved in Monterey. He spoke to their business model that is a part of the solution to affordable housing which works with community members to build houses and also has projects that work with seniors to build ADUs to help with affordability.
- An individual spoke saying the Monterey Bay Central Labor Council is a great starting point for the City of Seaside. He requested the Council consider two areas of concern: displacement and gentrification asking the Council to understand if they are making homes affordable for people who don't live in Seaside currently. Race is an issue and needs to be conscious when making policies.
- Mike Dilapa from Landwatch made observations and recommendations citing agreement with the majority of the MBEP policy paper. He noted that an inclusionary housing ordinance is a tax on the overall set of units, which Landwatch supports as requiring a developer to have a specific % of affordable housing will only increase the cost of other units. He said to keep in mind that inclusionary housing is a tax and slows the housing development over all. He closed by noting that Landwatch is looking at all the administrative and impact fees for each of the jurisdictions, they are developing a white paper which will also propose ways to reduce those fees to spur impact. He encouraged designing for affordability such as designing smaller units and to prioritize water for housing and mix use.
- Margaret Sedna Binget questioned the income ratios cited believing agricultural workers fall within a different income range than was discussed.
- Helen Rucker encouraged the Council to look at this as a regional approach rather than a Seaside problem but also cited not all of the work should be done by Seaside alone. She encouraged putting money into a fund to assist with the development of their workforce housing.
- Ester Malchen spoke in support of Helen Rucker's comment that it is a regional problem and it's up to Seaside to put pressure on the other local councils and the regional housing coalition. She encouraged changing the conversation to not only new development but existing development as residents are currently experiencing affordability issues.
- Roelof Wijbrandus spoke in agreement and spoke to Monterey who developed an ombudsman office that helps residents and property owners to mitigate the rent control increases.

Council Member Campbell expressed affordability of housing and wage issues are linked on a regional level and questioned what the process is to move these actions forward. City Manager Malin spoke to where the City can make changes. Housing stock additions will come online in the next 2 years, water availability will increase and the general plan housing element is being updated. Multiple development projects are to come before the Council in Fort Ord that will add up to 2,000 dwelling units to this community. During the next year budget discussions, the Council can make budget decisions lowering development fees; we can add resources toward affordable housing developments, in addition to our February 11, 2018 goal setting session where we can further discuss options. Mayor Oglesby also suggested we may need a housing specialist on staff to assist with implementation. Council Member Wizard spoke in support of the Mayor's suggestions for a

professional or technical expert and would like staff to potentially bring in that person during mid-year budget review because it's important to bring someone on in time to review the general plan, ordinances, and create a board to oversee the process.

6. CLOSED SESSION

The City Council continued the closed session until after the 7:00 PM Meeting adjourned. The City Council reconvened the meeting at 9:49 PM and adjourned to closed session.

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

- **The Property Commonly Referred to As Main Gate** (Property bounded by Lightfighter, Divarty, Second Street and Highway 1) Negotiator for the City: Craig Malin, City Manager, Under Negotiation: Purchase and Sale Agreement Terms
- **Seaside Resort Development** at 1 McClure Way. Negotiator for the City: Craig Malin, City Manager. Under Negotiation: Instructions to negotiator will concern price, terms of payment or both.

7. ADJOURNMENT

The City Council reconvened to open session and there were no announcements for the public. Having no further business, the meeting was adjourned.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ian N. Oglesby, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 4.B.

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

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant

DATE: January 17, 2019

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE & RECOMMENDATION

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of December 22, 2018 through January 4, 2019. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the pay period of January 3, 2019 is requested. Total Accounts Payable and Payroll for the above referenced period is \$0.

BACKGROUND

In accordance with Government Code Section 37208, at each Agency Board meeting the Board 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 Agency Board for inspection and confirmation.

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

- There were no checks over \$10,000.00 for the period of December 22, 2018 through January 4, 2019.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 4.C.

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

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: January 17, 2019

SUBJECT: APPROVE A LETTER OF INTEREST TO BE SENT TO MONTEREY COUNTY BOARD OF SUPERVISORS REGARDING A POTENTIAL MULTI-JURISDICTIONAL HOMELESS SHELTER SITE IN SEASIDE

PURPOSE & RECOMMENDATION

To approve the draft letter of interest authorizing Seaside staff to work with the County to discuss and develop a plan for a multi-jurisdictional homeless shelter in Seaside.

BACKGROUND

There is no report for this item. The attached draft letter of interest was generated at the request of the City Council during the January 3, 2018 meeting.

It is recommended that the City Council approve the draft letter to initiate conversations with the County and other jurisdictions to identify a regional solution to elements of homelessness in our communities.

FISCAL IMPACT

There is no fiscal impact associated with approval of the letter of interest.

ATTACHMENTS

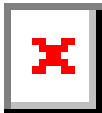
1. Draft Letter Monterey County BOS Shelter Letter of Intent
-

Reviewed for Submission to the
City Council by:

Meeting Date: January 17, 2019



Craig Malin, City Manager



SEASIDE CITY COUNCIL

440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6707
Fax 831-718-8594

January 17, 2019

The Honorable John M. Phillips
Chair, Monterey County Board of Supervisors
168 W. Alisal Street
Salinas, CA. 93901

Dear Chairman Phillips:

The City of Seaside has an interest in partnering with Monterey County, other peninsula cities and regional non-profits to contribute to solutions for homeless individuals.

The City understands Monterey County has a vacant building of approximately 4,300 square feet at 1292 Broadway which the County may dedicate to a homeless shelter, pursuant to a future agreement with the City, should the City, County and other partners find agreement on terms related to the renovation of the structure and operation of a shelter within the renovated structure. The parcel on which the building rests is appropriately zoned for an emergency shelter.

Given the City's present needs, challenges and resources, the City's ability to move forward with the planning and operation of a shelter at the location is predicated on two principal factors; one procedural and another practical. The first is an opportunity for community input on the potential operation of a shelter at the location. City officials are planning a community input session on the topic next month, and any final commitment to a grant application for renovation of the structure is dependent upon Council action which would follow that session.

The second, practical, factor that requires resolution is formulating a coalition of funding partners and building operational capacity. The City of Seaside, at present, has neither the operational nor budget capacity, on its own, to fund the operation of a 4,300 square foot homeless shelter. We are more than willing to work with the County, other cities and non-profits to share the expense of doing so, within our budgetary framework. To this end, we propose a 33.3% / 33.3% / 33.3% operational funding split between the County, peninsula cities and a non-profit funding partner [to an annual limit of _____ for Seaside].

With recognition of the preceding matters to be resolved in advance of any final Council decision, should the County be interested in moving forward with a joint HEAP application, or other such funding support to help alleviate homelessness, Seaside stands ready to assist.

Sincerely,

Seaside City Council



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.A.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: January 17, 2019

SUBJECT: APPROVE A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO RANDAZZO ENTERPRISES INC. FOR AN AMOUNT NOT TO EXCEED TWENTY THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS (\$20,757) FOR THE DEL MONTE BLVD HAZARDOUS WASTE ABATEMENT, DISPOSAL AND BUILDING DEMOLITION PROJECT

PURPOSE & RECOMMENDATION

The purpose of this item is to have the Successor Agency to the Redevelopment Agency consider awarding a contract to Randazzo Enterprises Inc. for the building demolition and hazardous waste abatement at 1561 and 1569 Del Monte Boulevard for an amount not to exceed Twenty Thousand Seven Hundred Fifty Dollars (\$20,757). The proposed demolition and removal of the buildings will provide nuisance abatement and prepare the site for affordable housing.

BACKGROUND

The former commercial buildings located at 1561 and 1569 Del Monte Boulevard have been vacant for the last several years. The property is owned by the Successor Agency to the Redevelopment Agency of the City of Seaside. The removal of the buildings will provide hazardous waste abatement, nuisance abatement and prepare the site for affordable housing.

The Del Monte Blvd Hazardous Waste Abatement, Disposal, and Building Demolition project was put out to bid and advertised on December 13, 2018 and advertised again on December 27, 2018. A pre-bid meeting was held on Wednesday, December 20, 2018 at which two contractors were in attendance. A public bid opening was held on January 8, 2018 at 4:00 PM. The following bids were received:

Contractor	Base Bid
Randazzo Enterprises Inc.	\$20,757
Demolition Services & Grading Inc	\$66,485
Coastwide Environmental Technologies, Inc.	\$54,000

Upon an evaluation of the bid documentation and available funding, it is determined that Randazzo Enterprises Inc. is the lowest responsive responsible bidder. The Randazzo Enterprises Inc. has successfully completed the demolition of the Overhead Sign on Lightfighter Drive for the City and similar demolition projects.

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a contract to the Randazzo Enterprises Inc. for an amount not to exceed Twenty Thousand Seven Hundred Fifty Dollars (\$20,757) for the hazardous waste abatement, disposal and building demolition located at 1561 and 1569 Del Monte Boulevard.

ENVIRONMENTAL REVIEW

This project is Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance with Title 14 of the California Code of Regulation, Chapter 3 Article 5, Section 15601 b (3).

Evidence: The project would result in the abatement of hazardous waste and demolition of two single story buildings. It can be seen with certainty that there will be no impact to adjacent property with circulation or air quality.

FISCAL IMPACT

The proposed contract value to Randazzo Enterprises Inc. is for an amount not to exceed Twenty Thousand Seven Hundred Fifty Dollars (\$20,757). It is customary for a project of this size and complexity to budget for a 20% contingency, or \$4,151, increasing the total project budget to \$24,908. The project will be paid for by appropriating \$24,908 from the Merged Housing Account.

ATTACHMENTS

1. Draft Resolution
2. Contract

Reviewed for Submission to the
City Council by:

Meeting Date: January 17, 2019



Craig Malin, City Manager

RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE**

**AWARDING A CONSTRUCTION CONTRACT TO RANDAZZO ENTERPRISES, INC.
FOR AN AMOUNT NOT TO EXCEED TWENTY THOUSAND SEVEN HUNDRED
FIFTY SEVEN DOLLARS (\$20,757) FOR THE DEL MONTE BLVD. HAZARDOUS
ABATEMENT, DISPOSAL AND BUILDING DEMOLITION**

WHEREAS, the two single story buildings located at 1561 and 1569 Del Monte Boulevard have been vacant for several years; and

WHEREAS, the property is owned by the Successor Agency to the Redevelopment Agency of the City of Seaside; and

WHEREAS, the removal of the buildings will provide hazardous waste abatement, nuisance abatement and prepare the site for affordable housing; and

WHEREAS, in accordance with Title 14, California Code of Regulations, Chapter 3, Article 5, Section 15601 b (3), the proposed project is Categorically Exempt from the California Environmental Quality Act (CEQA); and

WHEREAS, the project was put out to bid and three bids were received; and

WHEREAS, based upon the review of the bid documents, Randazzo Enterprises, Inc. was the lowest responsive responsible bidder and has completed similar projects for the City.

NOW THEREFORE, BE IT RESOLVED by the City Council and the Successor Agency to the Redevelopment Agency of the City of Seaside awards a construction contract to Randazzo Enterprises Inc., for the Del Monte Blvd. Hazardous Waste Abatement and Building Demolition for an amount not to Twenty Thousand Seven Hundred Fifty Seven Dollars (\$20,757) and authorize the City Manager to execute the contract; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Council and the Successor Agency to the Redevelopment Agency of City of Seaside authorize the City Manager to execute an additional 20% contingency for written amendments to Randazzo Enterprises, Inc. contract such that the full value of the contract may not exceed Twenty Four Thousand Nine Hundred Eight Dollars (\$24,908) and to authorize Finance to make the necessary adjustments to appropriate \$24,908 from the Merged Housing Account.

PASSED AND ADOPTED at a joint special meeting of the City Council and the Successor Agency of the Redevelopment Agency to the City of Seaside duly held on the 17th day of January, 2019 by the following vote:

AYES:	COUNCIL/AGENCY MEMBERS:
NOES:	COUNCIL/AGENCY MEMBERS:
ABSENT:	COUNCIL/AGENCY MEMBERS:
ABSTAIN:	COUNCIL/AGENCY MEMBERS:

Ian N. Oglesby, Mayor/Chair

ATTEST: _____
Lesley Milton-Rerig, Agency Clerk

**CITY OF SEASIDE
CONTRACT AGREEMENT**

**DEL MONTE BLVD. HAZARDOUS WASTE
ABATEMENT, DISPOSAL, AND BUILDING DEMOLITION**

This Agreement, made and concluded in duplicate this 9th day of January, between the CITY OF SEASIDE, herein referred to as "City", and RANDAZZO ENTERPRISES INC., herein referred to as "Contractor". 2019

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, approved by the City Engineer, which said special provisions and plans are made part of this contract.

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

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

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

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

ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Construction Demolition Debris Waste Management Plan	1	LS	\$ 250.00	\$ 250.00
2	Abatement of Hazardous Materials	1	LS	\$ 4,895.00	\$ 4,895.00
3	Disposal of Lead Based Paint Containing Materials	10	LB	\$ 30.00	\$ 300.00
4	Disposal of Asbestos Containing Materials	100	LB	\$ 5.00	\$500.00
5	Disposal of Lighting Waste and Mercury Waste	100	LB	\$ 3.50	\$ 350.00
6	Building Demolition	1	LS	\$14,462.00	\$14,462.00
Base Bid Amount					\$20,757.00

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

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

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth 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

Randazzo Enterprises, Inc.
13550 Blackie Road
Castroville, CA 95012

Contractor's Name and Mailing Address

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

CITY OF SEASIDE

CONTRACTOR

by: _____
Craig Malin, City Manager

by: Mark Randazzo
Mark Randazzo, President

Date

1/9/19

Date
Licensed in accordance with an act providing for the
registration of Contractors. License No. 471936