

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND SALLY
SWANSON ARCHITECTS, INC.



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND SALLY SWANSON ARCHITECTS, INC.**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 4th day of June, 201_, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **Sally Swanson Architects, Inc.**, a California corporation (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

- 1. Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
- 2. Term; Completion Schedule.** This Agreement shall commence on June 4, 2019, and shall terminate on June 4, 2021, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
- 3. Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in **Exhibit B**. The fixed fee amount of compensation to be paid under this Agreement shall be ninety-eight thousand-eight hundred and seventy dollars \$98,870.00. An additional amount of compensation of twenty-nine thousand-six hundred dollars \$29,600 shall be paid on a not-to-exceed basis. The total amount of compensation to be paid under this Agreement shall be one hundred and twenty-eight thousand-four hundred and seventy dollars, \$128,470.
- 4. Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date the services were performed;

- (C) The number of hours spent and by whom;
- (D) A brief description of any costs incurred; and
- (E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Meet & Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. Responsibility of Consultant. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Ray E. Corpuz, City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.** Pursuant to the full language of California Civil Code §2782, Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Consultant. The City agrees that in no event shall the cost to defend charged to the Consultant exceed that design professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

11. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Non-Assignability.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Sally Swanson Architects, Inc.
500 Sansome Street, Suite 410
San Francisco, California 94111
415.445.3045

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

36. The Request for Qualifications. The Request for Qualifications for this project are attached and incorporated hereto as Exhibit C.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Ray E. Corpuz, Jr.
City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney, or
 Rhonda Combs, Assistant City Attorney

CONSULTANT

By (Printed Name): _____

Its (Title): _____

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (A) **Commercial General Liability** (“CGL”): Insurance Services Office Form (“ISO”) CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (B) **Automobile Liability**: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (D) **Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or 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.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

Consultant Scope of Services, Rates, and Fees

SCOPE OF WORK DESCRIPTION

SSA agrees to provide professional access compliance consulting services to the client, City of Salinas upon request. Applicable standards are Title II of the Americans with Disabilities Act (ADA), the ADA Standards for Accessible Design, Title 24 of the California Code of Regulations (2016 edition). SSA will be working under the direct supervision of designated personnel only and will conduct the survey in a non-intrusive manner.

Work Scope to Include:

Task 1: Facilities Survey and Report – Fixed Fee: \$4,135.00

1. Access compliance survey (1 max.) and an access compliance survey report of the Permit Service Center & Garage (65 West Alisal Street, Salinas, California)

SSA will identify any code deviations and prepare and submit one draft and final report to the client that lists all identified access barriers including:

- Description of barrier.
- The individual location of barrier (Barrier Location Map).
- Photo of identified barrier.
- The as-built measurement.
- The applicable citation in the ADA or ADAAG and CCR Title 24.
- Proposed solution (structural alteration or administrative modification).
- Priority listing with preliminary/conceptual cost estimate.

Task 2: Finalize Self-Evaluation and Transition Plan – Fixed Fee: \$15,525.00

SSA will incorporate and integrate additional requested survey reports and changes to finalize the 2017 ADA Transition and Self-Evaluation Plan.

SSA will prepare and attend (1 max.) ADA Transition Plan Public Outreach meeting with interested constituencies and stakeholders.

SSA will prepare and submit meeting materials that include:

- Public outreach flyer.
 - Meeting agenda.
 - PowerPoint presentation.
 - Debrief meeting with outline of public requests.
 - Assist City staff with Council report writing.
 - Attend Council meeting for approval of ADA Transition Plan.
-

Task 3: Access Compliance On-call Consultation – Initial Not-to-Exceed Fee: \$29,600.00

SSA will be available to address any on-going and access compliance related questions or concerns.

Task 4: Citywide Transit Stop Survey and Reports (Optional) – Fixed Fee: \$79,210.00

- *ADA Survey of 293 Citywide transit stop locations.*
- *Provide detailed analysis and cost estimate for each location.*
- *Provide prioritization based on location, severity of identified non-compliant items and ridership data (to be provided by MST).*
- *Integrate barrier mitigation schedule information based on City PMP and or CIP projects and general fund.*
- *Integrate data into GIS geodatabase.*
- *Integrate data into ADA Transition Plan.*

Refer to the following page for the fee breakdown of all tasks.

Upon request SSA can provide the following optional services, not included in this scope of work.

- Construction cost estimate for proposed barrier removal.
- Development of a barrier removal project implementation schedule.
- Forensic code research.
- Preparation and appearance as expert witness.
- Additional site visits or meetings.
- Design and construction drawings and specifications.

CLIENT PROVIDED ITEMS

- a. Available site plan and floor plans of the specified facility in PDF format.
- b. GIS file of transit stop locations with survey details.
- c. Coordinate meeting location and provide handouts during Public Outreach meeting.

DELIVERABLES

Task 1: Facilities Survey and Report

- a. One Draft Access Compliance Survey report for the facility in an electronic PDF for comments.
- b. One Final Access Compliance Survey report for the facility in an electronic PDF.

Task 2: Finalize Self-Evaluation and Transition Plan

- a. One Final ADA Transition and Self-Evaluation Plan in an electronic PDF.
 - b. One Draft Access Compliance Survey report for the transit stops in an electronic PDF for comments.
 - c. Public outreach presentation and materials prior to scheduled meeting.
-

Task 3: Access Compliance On-call Consultation

- a. Service as requested by the City

Task 4: Citywide Transit Stop Survey and Reports (Optional)

- a. *Final Access Compliance Survey report for the transit stops in an electronic PDF.*
- b. *Final GIS geodatabase for transit stops.*

TERMS

Services will be billed monthly based on percentage of work and/or hourly service provided including applicable reimbursables. Payment terms are net 30 days.

HOURLY SCHEDULE					
TASK #	TASK DESCRIPTION	PERSON	HRS	RATE	FEE
1	FACILITIES SURVEY & REPORT - PERMIT SERVICE CENTER & GARAGE				
	Management/Supervision	Principal	1.0	\$225.00	\$225.00
	Management/Coordination	Project Manager	1.0	\$185.00	\$185.00
	Preparation	Technical Staff	1.0	\$125.00	\$125.00
	Survey	Survey Manager	12.0	\$145.00	\$1,740.00
	Review and Analysis of Survey Findings	Technical Staff	6.0	\$125.00	\$750.00
	Preparation and Submittal of Survey Reports	Project Manager	6.0	\$185.00	\$1,110.00
1	TOTAL		27.0		\$4,135.00
2	FINALIZE SELF-EVALUATION & TRANSITION PLAN				
	Management/Supervision	Principal	1.0	\$225.00	\$225.00
	Incorporate All Changes and Develop Final Draft of ADA Transition Plan Including Executive Summary	Technical Staff	4.0	\$125.00	\$500.00
	Preparation and Submittal of ADA Transition Plan	Project Manager	16.0	\$185.00	\$2,960.00
	Incorporate All Changes and Develop Final Draft of ADA Self-Evaluation Including Executive Summary	Policy Specialist	8.0	\$185.00	\$1,480.00
	Preparation and Submittal of ADA Self-Evaluation Plan	Project Manager	8.0	\$185.00	\$1,480.00
	Prepare program materials, coordinate and assist the City in eliciting input during public outreach/vetting	Project Manager	16.0	\$185.00	\$2,960.00
	Prepare and attend City Council meeting for approval of ADA Transition and Self-Evaluation Plans	Project Manager	16.0	\$185.00	\$2,960.00
	Assist the City staff with Council report writing	Project Manager	16.0	\$185.00	\$2,960.00
2	TOTAL		53.0		\$15,525.00
3	ACCESS COMPLIANCE ON-CALL CONSULTING SERVICES				
	On-going Access Compliance Consultation	Project Manager	160.0	\$185.00	\$29,600.00
3	TOTAL		160.0		\$29,600.00
4	CITYWIDE TRANSIT STOP SURVEY & REPORTS - 293 LOCATIONS (OPTIONAL)				
	Management/Supervision	Principal	8.0	\$225.00	\$1,800.00
	Management/Coordination	Project Manager	8.0	\$185.00	\$1,480.00
	Preparation	Technical Staff	8.0	\$125.00	\$1,000.00
	Survey	Survey Manager	360.0	\$145.00	\$52,200.00
	Review, Analysis and Integration of Survey Findings	Technical Staff	170.0	\$125.00	\$21,250.00
	Preparation and Submittal of Survey Reports	Project Manager	8.0	\$185.00	\$1,480.00
4	TOTAL		562.0		\$79,210.00
GRAND TOTAL FOR REQUESTED SERVICES (EXCL. TASK 4)			240.0		\$49,260.00
GRAND TOTAL FOR ALL REQUESTED SERVICES (ALL TASKS)					\$128,470

SSA HOURLY BILLING RATES

Following rates are effective as of January 1, 2019. SSA reserves the right to adjust these rates

Hourly Billing Rates for Access Compliance Services:

– Principal	\$225.00
– Policy Specialist	\$185.00
– Project Manager, CASp, ICC	\$185.00
– Sr. Technical Architect	\$175.00
– Survey Manager, ICC	\$145.00
– Technical Analyst	\$125.00

List of Reimbursable Expenses (if applicable):

- Project travel expenses – car rental/mileage, per diem, tolls, etc.
- Documents reproduction expenses
- Special delivery/messenger services, postage and delivery of documents

Reimbursable expenses are reimbursable and will be billed at 1.15 times the amount incurred by SSA Inc.

MISCELLANEOUS PROVISIONS

Client acknowledges that requirements of the Americans with Disabilities Act (ADA) and other federal, state and local accessibility laws may be subject to various and possibly contradictory interpretations. SSA, therefore, will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state, and local laws as they apply to the project. SSA, however, cannot and does not warrant or guarantee that the said project will fully comply with interpretations of these requirements by regulatory bodies or court decisions.

Request for Qualifications

**NOTICE
REQUEST FOR QUALIFICATIONS (RFQ)**

FOR



**2015 CITY OF SALINAS ADA TRANSITION PLAN
PROJECT NO. 9618**

You are invited to submit your Statement of Qualifications (SOQ) and a sealed cost proposal for providing consulting services for Americans with Disabilities Act (ADA) compliance and developing a 2015 City of Salinas ADA Transition Plan. Submissions are due in the Public Works Department Office, Engineering Division, Attn: Yumi Kimura at 200 Lincoln Ave. Second Floor, Salinas CA 93901, no later than

12:00 noon PST on Tuesday October 21, 2014

For a copy or further information, contact Yumi Kimura at (831) 758-7438 or via email at yumi.kimura@ci.salinas.ca.us. The full document may also be downloaded from the City of Salinas website at: <http://www.ci.salinas.ca.us/news.cfm#RFQ>

The City of Salinas is an Equal Opportunity Employer

**City of Salinas
Public Works Department
200 Lincoln Ave, Salinas CA 93901**

DATE: September 16, 2014
TO: Interested Consultants
THRU: Robert C. Russell, P.E., City Engineer
FROM: Gary Petersen C.A.E., Public Works Director
SUBJECT: Request for Qualifications (RFQ)

You are invited to submit a Statement of Qualifications (SOQ), together with a sealed cost proposal setting forth your proposed fee schedule for:

2015 CITY OF SALINAS ADA TRANSITION PLAN

Attachments:

- A. Description of Services Requested**
- B. Sample of City of Salinas Standard Master Service Agreement for Professional Services**
- C. List of City Facilities**

Attachment A

Description of Services Requested

ADA TRANSITION PLAN

I. INTRODUCTION

The City of Salinas' Public Works Department is currently seeking to retain one (1) professional firm experienced in the evaluation and development of program and facility accessibility plan to provide consulting services for Americans with Disabilities Act (ADA) compliance, professional services for site accessibility, assisting with self-evaluation of polices, buildings and public right of way deficiencies, and to develop a new City of Salinas ADA transition plan.

The City approved and adopted the current ADA Transition Plan in 1995 and it is in need of significant updates to meet current ADA Standards. Many of the City's properties/facilities were analyzed and assessed in the current Plan. Secondly, the City has purchased new properties and developed park areas that need to be analyzed to determine if upgrades are needed to meet minimum accessibility requirements. The City's sidewalk system (including pedestrian access ramps) that front nearly 260 miles of public streets in Salinas also needs to be analyzed for compliance.

GENERAL SCOPE/SERVICES

The term of the contract will be two years (2015-2017). Anticipated services includes the review of the City's ADA Procedures and Polices; the preparation, evaluation, prioritization and cost estimates of the top 10 City buildings; and evaluation of the public right of way.

DETAILED WORK ITEMS

The work will include but will not be limited to: General Consulting; Peer Review; Planning and coordination with the Disabled community and advocates to create a priority list for the retrofit of public facilities; preparation of the transition plan with priorities, budgets for the top 10 facilities, sidewalks and pedestrian ramps to be

taken before City Council for approval.

The Request for Qualifications describes the Scope of Services, the necessary components of the Statement of Qualifications, the consultant selection process, a sample copy of the Standard Professional Services Agreement, and the list of City owned facilities.

Description of the Project

The City currently has 28 public buildings, 47 public parks (that include minor buildings), 14 parking lots, 280 bus stops, 561 pedestrian access ramps and approximately 576 miles of public sidewalk. The consultant will conduct a survey to identify physical obstacles limiting accessibility, describe the method to make the site accessible, and complete a schedule and rough cost estimate to achieve compliance.

The City currently has a survey/study of City Facilities evaluated in 1995 as it relates to Title II, and Public Service. The survey contains findings and recommendations for correcting ADA compliance deficiencies and a cost estimate for the required improvements. The Salinas City Council adopted a resolution for an ADA Five-Year Improvement Plan to improve City Facilities to meet ADA compliance through the guidance/direction of a citizens review committee. Building retrofits were done over five years to five facilities, with limited follow up. The Consultant will be required to take the remaining list of buildings to a committee to determine priorities. The consultant is expected to work with the disabled community and advocates of the disabled community and guide the committee to determine the top 10 priorities; determine what facilities need immediate attention to meet ADA compliance prepare an estimate to retrofit the top 10; and create an action plan to address all the non-compliant facilities as well as facilities/pedestrian ramps in the public right of way.

The City also has a survey in AutoCAD format that identifies and locates all ADA pedestrian access ramps throughout the City. It identifies the areas that do not have pedestrian ramps, where the pedestrian ramp exists but are non-compliant, and pedestrian ramps that exist that are compliant, all within the City's Public Right of Way. This map also contains the various elementary school district boundaries, safe routes to school paths and crosswalks. A priority list has not been done. The consultant will need to assist the City in completing the priority list and transition plan to bring before applicable committees and for City Council approval.

The City currently does not have a sidewalk survey which the consultant will be required to complete to identify the sidewalk deficiencies; tree removal, and curb and gutter replacement. The consultant will need to survey and evaluate all sidewalks not meeting current ADA standards, inventory in the most efficient way, and provide dimensions that can categorize the degree of damage

This project will require the services of a consultant who can list all the City

deficiencies and upload them in a GIS database for staff to update as needed. Provide service to coordinate with City GIS Division to meet the software and format requirements.

II. BACKGROUND/PROCESS

The City of Salinas has identified the need to utilize a Consultant for the evaluation and development of the ADA Transition Plan, to be complete in one year. The extra year is for if the City should need additional services with the Consultant.

The On-Call consultant agreement is for a two year period. The City will negotiate with the most qualified consultant on the total cost of the project, the scope of work for the project, and the terms of contract. If the parties cannot meet a mutual agreement, then the second consultant will be considered.

III. PROJECT SCHEDULE

- | | |
|--|----------------------------------|
| • Advertise RFQ | September 16 to October 21, 2014 |
| • Statement of Qualification
submittal deadline | October 21, 2014 before 12 noon |
| • Review and Ranking Period | October 22 to November 5, 2014 |
| • Conduct consultant interviews
(if necessary) | week of November 10, 2014 |
| • Notify min. of top 3 consultants | week of November 18, 2014 |
| • City Council approval of Master's
Service Agreement | December 16, 2014 |
| • Start of Contract | January 2015 |

IV. SCOPE OF WORK

Consulting Services are expected to include, but will not necessarily be limited to:

Document Survey:

- The Consultant is to review all of the City's existing or archived documents (including current ADA Transition Plan) and identify those that would form the basis to conduct the audit process and survey.

Policy Survey:

- The Consultant will review City's policies, documentation, and program procedures to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. The review should evaluate the current level of ADA Accessibility, including participation requirements, facilities used, staffing, transportation,

- communications and emergency procedures.
- The Consultant is to evaluate the ADA Grievance Procedures and City Standard Plans related to accessibility.
- The Consultant will identify and correct policies and procedures inconsistent with Title II of ADA.

Baseline Condition:

- The Consultant is to evaluate the City's baseline condition for sidewalks and curb ramps in the public right-of-way and develop a prioritized plan for accessibility compliance.

Transition Plan:

- The Consultant will prepare the 2015 City of Salinas Transition Plan to include the review of Policy Findings and Findings of Evaluation of City Programs, Activities and Services. The Transition Plan shall include recommendations and/or modifications to program policies and procedures language and practices and remedial measures and priorities to obtain compliance to current ADA standards. The Transition Plan shall include a program or tracking system detailing priorities, estimated costs and time frames; said system shall be amendable/updateable by the City Staff through the City's GIS.
- The Consultant shall provide a GIS/survey team to identify all public right of way deficiencies in the field, such as sidewalk, curb and gutter, and tree condition throughout the City. It is important that the survey include dimensions and identify the severity of the damage.

Preparation and Presentation of Findings:

- The Consultant shall plan to attend at least five meetings with City Staff and the Consultant's GIS/Survey team, including an initial kick-off meeting; interim progress meetings shall be at approximately 25%, 50%, 75% and 90% completion.
- The Consultant shall have a team to assist City staff to form the Advisory committee to assist in the action plan and prioritization of facilities that need immediate retrofit. The Consultant will attend a total of 5 meetings with advisory committee and conduct and manage these meetings. The Consultant shall also be aware of the needs of each facility prior to having these meetings. The City will provide the conference room and necessary translation equipment for the meeting, if needed. This process may require the preparation of a City council report to approve the advisory committee. The consultant is expected to prepare this report.
- The Consultant shall also attend and present the ADA Transition Plan to the Traffic and Transportation Commission (T&TC), as related to public transportation facilities; and then to the City Council at the public meeting and prepare the Council/Commission reports and Council resolution.

GIS Requirements

- The Consultant will be required to provide all data for project in GIS readable format. The following are acceptable:
 - ESRI standard format shapefiles or geodatabases
 - AutoCAD GIS format SHF files
 - AutoCAD DWG format files
- The preferred horizontal projection system is NAD 1983 StatePlane California IV FIPS 0404 US Feet. The preferred vertical projection system (if elevation data is important for the project), is NAVD 1988 (US Survey Feet). If the preferred system is not used, consultant to provide the projection systems used as part of the data submittal.

V. PROJECT SEQUENCE SCHEDULE

It is anticipated that the Items listed under Scope of Work, will require approximately one (1) year to complete; however, all consultants shall submit their proposed schedule with their cost proposal. The schedule and fee will be incorporated into the professional services agreement.

VI. CONSULTANTS GENERAL QUALIFICATIONS

Initial ranking of the Statement of Qualifications will be based upon consideration of the following general requirements:

Consultants shall have, as part of the design team, at least one Certified Access Specialist (CASp).

- Relevant experience and technical competence of the consultant, the personnel assigned to this project, and the degree of participation in the project by key personnel.
- Recent experience with similar-type projects demonstrating a clear understanding of ADAAG, and Title 24 accessibility requirements and the work to be performed.
- The degree of promptness and commitment in which the consultant can commence and complete the work to meet time schedules, and prepare the Plan in a timely manner.
- Excellent corporate, project, and individual references for which the consultant can commence and complete the work to meet time schedules.
- And other qualifications/criteria as deemed appropriate by the City RFQ team.

VII. SUBMITTAL REQUIREMENTS-

All interested firms are required to submit four (4) single sided hard copies (in four bound copies) and one (1) pdf copy on an electronic disc of the SOQ Submittal to perform the requested consulting services. The fee proposal must be submitted in a

separate sealed envelope at the back of one bound copy, and clearly labeled "fee proposal".

All information shall be kept brief and all pages shall be single sided only.

The following information must be included in the SOQ submittal in the order listed:

SECTION 1:

FIRM PROFILE- A Cover letter, a table of contents page, and a two page summary that identifies likely project managers and a brief description of the consultant's firm, firm specialties, 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.

SECTION 2:

PROJECT TEAM-A one page organizational chart (up to 11x17 size) depicting the staffing proposed by the firm for this effort, and a two-page table summarizing the roles and responsibilities of the key team members who will be assigned to the project. Also, include a separate one-page chart of a standard sub-consultant list to be used, if any, and their relevant expertise (one page resumes may be included in the Appendix).

SECTION 3:

RELEVANT PROJECT EXPERIENCE -Provide no more than eight pages of brief summaries of relevant project experiences with ADA Transition Plans and project management services to achieve the completion of the various tasks. Include specific types of projects with local agencies. Also describe in detail the expected method of surveying the facilities and those within the public right of way.

SECTION 4:

SPECIFIC MANAGEMENT APPROACH- Provide up to five pages describing the firm's approach to the public project delivery process and its ability to achieve budget and project delivery goals for projects of a similar size and nature as described in the scope of work. Indicate how firm will apply its management techniques and resources towards these goals. Include Quality Assurance/Quality Control (QA/QC), measures to be used in preparing the plan.

SECTION 5:

REFERENCES- A one-page list of at least five references from recent clients for projects of similar types, size and complexity is to be provided. Include contact person, email address and phone number.

SECTION 6:

APPENDIX- A brief appendix may be included (up to ten pages maximum) to provide other information that will assist the City of Salinas in selecting the most

qualified consultant, including one page resumes for the project manager and key staff, and brief summaries for sub-consultants that are used.

SECTION 7:

PROPOSAL- Prepare a Proposal for the project that includes the project approach. Outline the various phases of the project for the review of policies and procedures relating to ADA; Facilities Transition Plan; sidewalk transition plan; and ADA ramp transition plan. Describe the public relations aspect with the Advisory Committee; the GIS and Survey approach to all the facilities.

Provide a one to two page summary for each classification of employees who will be assigned to the anticipated project and the fees for related support costs (mileage, prints, reproductions, etc.) **The actual cost with the hourly rates must be submitted in a separate sealed envelope and will not be used as part of the evaluation criteria.**

All RFQ submittals shall be submitted in a single package to:

City of Salinas, Department of Public Works, RFQ Package, 200 Lincoln Ave., Salinas, CA 93901, no later than October 21, 2014 at 12:00 pm PST; Attn: Yumi Kimura

Late submittals will not be accepted, nor considered.

VIII. EVALUATION PROCEDURES

An evaluation committee consisting of City Staff will review each Submittal of Qualifications (SOQ) for completeness and content. Each SOQ will be evaluated based upon the relevant experience of the consultant. The evaluation committee will review and rank the SOQ and may conduct interviews, if necessary. The rankings will be based upon the following criteria:

- 1. Project Approach (100 points max):** Each project team will be evaluated on how thorough its approach to the project seems to be. The evaluation committee will award high scores to those teams that clearly explain what procedures it plans to conduct, how the data will be used to determine what impacts there may be on the project and what consideration should be taken into account when producing the final document. The proposal submitted will be evaluated on these criteria.
- 2. Project Team's Capabilities (80 points max):** Each Project Team will be evaluated on its demonstrated capabilities and experiences to provide the Scope of Work. The Proposal should demonstrate a clear understanding of the ADAAG, Federal Public Right of Way Access Advisory Committee (PROWAAC) Guidelines, California MUTCD and Title 24 accessibility requirements and the work to be performed. List the ADA Transition plans prepared for other local government agencies.

3. **Projects Team's Organization (40 points max):** Each Project Team will be evaluated on the technical competence of the consultant, experience; education of the key personnel that will be assigned to the project; and its Certified Access Specialist.
4. **Ability to Accomplish the Work (80 points max):** Each Project Team will be evaluated on its ability to provide the Scope of Services in a timely manner covered below. Items to be considered include number of qualified staff, support staff, available equipment and facilities as well as recent experience with similar-type transition plans.
5. **Public Outreach (80 points max):** Each firm will be evaluated on its ability to conduct public presentations for projects, and its ability to communicate and engage with the local community. Firms must have experience working with the disabled community. List the successes in dealing with the Public Disabled Community, Commissions, and City Council and briefly describe how the firm made the presentation a positive outcome.
6. **GIS/SURVEY Team (100 points max):** It is a priority of the City, that the team that is collecting the information has the educational background to understand ADA compliance, and be familiar with the technical tools to conduct the surveys.
7. **Proposal (80 points max):** Each firm will be evaluated on how they outline the phases of this project. How this approach is most efficient and effective.
8. **Other (40 points max):** Each Project Team will be evaluated on any supportive information that demonstrates its capabilities to best suit the needs of the City of Salinas and complete the project on time and within budget.

Total of 600 points possible

An evaluation committee will review the SOQ's and forward its recommendation to the Salinas City Engineer, Designated ADA Coordinator. The City Engineer will finalize the ranking, and recommend one consultant to the City Council for final approval along with signed master service agreements and Proposal.

If needed, interviews will be held. Based on the submittals, possible interviews, and fee proposals, a consultant will be recommended to the City Manager and/or City Council for a contract award. Should the City of Salinas and the selected Consultant be unable to agree on contract terms, the award of the contract will be offered to the second-ranking project team, and so forth, as necessary.

IX. INTERVIEW

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If interviews are conducted, in addition to those criteria listed in “Consultant’s General Qualifications”, final selection interviews will focus on the following criteria:

- Expressed understanding of the work contemplated.
- Recent, relevant experience in the like-issue areas associated with a project of this type.
- Work program and schedule
- The ability to meet deadlines.
- The ability to meet the City’s insurance requirements for consultants.
- Demonstrate experience in keeping the City informed by providing a weekly reporting update.
- Team management organization.
- Overall capabilities of the firm in terms of personnel and technological resources (number of CASp staff members on the team).
- History of completing projects within budget.

The proposed project team leader and members will be a prime consideration. Consultants will be required to indicate an estimated percentage of time commitment for each team member throughout the project. The Consultant will be required by contract to commit these personnel through the life of the project. The project team leader shall give the presentation at the interview and describe his/her personal qualifications and other project work he/she will be involved with during the period of this contract.

X. RECORDS AND FINANCIAL DATA

All correspondence with the City, including responses to this Request for Proposals, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request for Proposals will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement. During the selection process, until a firm is selected the City will not disclose proposals, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that information may not remain private and may be publicly disclosed. Rates for services are not considered confidential or proprietary and are subject to disclosure.

The following will be general information for the proposers:

- a. Prospective firms are responsible for making necessary investigations and examination of records. Failure to do so will not act to relieve any condition of the proposed agreement or the requirements set out in this Request for Qualification. It is mutually understood and agreed that the submission of a proposal shall be considered conclusive evidence that the prospective firm has made such examinations and investigations. No request for modification of a

proposal shall be considered after its submission on the grounds that the prospective firm was not fully informed as to any fact or condition.

- b. A prospective firm may withdraw their proposal at any time prior to the date and the time which is set forth herein as the deadline for submittal of Submittal of Qualification.
- c. Each prospective firm submitting a proposal in response to this Request for Qualification agrees that the preparation of all materials for submittal to the City and all presentations are at the prospective firms' sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective firm. In addition, each prospective firm understands and agrees that all documentation and materials submitted with a proposal will remain the property of the City and will become a public document.
- d. The City reserves the right to request additional information from any and all prospective firms as deemed necessary by the City in order to evaluate the proposals. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original RFQ.
- e. All SOQs will remain in effect and legally binding for at least one hundred twenty (120) days from the date of submission.
- f. This Statement for Qualification shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

The City of Salinas reserves the right to (1) reject any or all responses, (2) postpone award of the contract for a period not to exceed ninety (90) calendar days from the date replies are due, (3) waive informalities in the responses, and (4) take whatever action or make whatever decision it determines to be in the best interest of the City. The City of Salinas assumes no obligation in this general solicitation of Proposals and all costs and expenses of responding to this RFQ shall be borne by the individual parties preparing and/or submitting a proposal.

XI. PROJECT ADMINISTRATION AND CONTRACT AGREEMENTS

The City reserves the right to award the contract to any firm judged to be in the City's best interest, or cancel or postpone the selection process at any time. The City will not be obligated to reimburse any firm for its efforts in pursuing the project. Please complete Attachment B found in this packet.

XII. PROCEDURE FOR SUBMISSION

Submittal of Qualifications shall be submitted to:

**City of Salinas
Public Works Department Office, Engineering Division
Attn: Yumi Kimura, Engineering Aide I
200 Lincoln Ave. Second Floor
Salinas CA 93901**

The deadline for receipt of Proposal is **12:00 noon PST on Tuesday October 21, 2014**. Submittals shall be either mailed or hand-delivered. Faxed or emailed statements will not be accepted.

XIII. INQUIRIES

For questions regarding this RFQ, please contact Yumi Kimura, Engineering Aide I with City of Salinas at (831) 758-7435 or by email at yumi.kimura@ci.salinas.ca.us.

Should you have several questions on the RFQ, an e-mail would be preferred no later than 10 calendar days before submittal deadline.

J:\p\9618-GIS MAP ADA\Office\Word\RFQ.MECHN\RFQ.ON CALL CONSULTANTS.docx

Attachment B

SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND _____

This Agreement for Professional Services (the "Agreement") is made and entered into this 16th day of December, 2014, by and between the **City of Salinas**, a California charter city and municipal corporation (hereinafter "City"), and _____, a California corporation, (hereinafter "Consultant" or "XX").

RECITALS

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The Project contemplated and the scope of Consultant's services are described in **Exhibit A**, attached hereto and incorporated herein by reference. Consultant shall not proceed to perform any such service until City and Consultant have established a project cost, a completion schedule, and a time period for performance and the City has given its written authorization to perform. Written approval for performance and compensation may be granted by the Deputy City Manager/ City Engineer.
2. **Term; Completion Schedule.** This Agreement shall commence on January 5, 2015, and shall terminate on January 5, 2017, unless extended in writing by either party upon thirty (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of Section 17 of this Agreement. Consultants shall fully comply with all time-lines for performance of its consulting services set forth in Exhibit A.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement, in accord with Consultant's Standard Terms and Rates in an amount no to exceed XXX as shown on **Exhibit A**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:
 - a. A brief description of services performed;
 - b. The date the services were performed;
 - c. The number of hours spent and by whom;

RFQ- September 16, 2014

- d. A brief description of any costs incurred; and
- e. The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

6. Responsibility of Consultant.

a. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

b. Consultant shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Consultant. **Name, Title** _____, is hereby designated as the Project Director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

7. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

a. Assist Consultant by placing at his disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

b. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

c. **Frank Aguayo, Senior Civil Engineer**, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

d. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

8. Acceptance of Work Not a Release. Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

9. Indemnification and Hold Harmless. Consultant shall indemnify, defend, and hold City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Consultant, its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant shall reimburse the City for all costs and expenses including, but not limited to court costs, incurred by the City in enforcing the provisions of this section.

10. Insurance.

a. Consultant shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the Consultant, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

b. Consultant shall maintain the following limits:

General Liability - Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The coverage afforded to the additional insured is under the

Contractor's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Contractor shall maintain "tail coverage" no less than ten (10) years after the expiration date of the policy or policies. Any policy or policies carrying a deductible of more than \$25,000.00 may be subject to review by the City of the Contractor's financials.

Umbrella or Excess - Contractor shall provide limits on the Declarations Page but not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence and Two Million and 00/100 (\$2,000,000) in the aggregate on a follow - form basis having an A.M Best rating of A-Class VIII or better.

Auto Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 (\$1,000,000.00) combined single limit for bodily injury and property damage having an A.M Best rating of A - Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have "Non-owned and Hired" coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

Workers' Compensation – Contractor shall provide Workers' Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of California and Employer's Liability Insurance for One Million and 00/100 Dollars (\$1,000,000). Waiver of Subrogation for Workers' Compensation in favor of the City of Salinas is required.

Professional Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence and One Million and 00/100 Dollars (\$1,000,000) in the aggregate having an A.M Best rating of A-Class VIII or better.

The insurance shall include a Waiver of Subrogation in favor of the City. For the avoidance of doubt, Contractor agrees that it presently releases all claims against the City that may arise in the future within the scope of the required subrogation waiver.

c. All insurance companies with the exception of "Worker's Compensation" and "professional errors and omissions" affording coverage to the Consultant shall be required to add the City of Salinas, its officers, and, agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.

d. All insurance companies affording coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

e. All insurance companies affording coverage shall provide thirty (30) days written notice by certified mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

f. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Human Resources Department, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the Consultant, its agents or representatives" does not satisfy the requirements of this subsection. The Consultant shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

g. Consultant shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant. In the event Consultant is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Consultant shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

h. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

11. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

12. Assignment. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

13. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Standard Terms and Rates shown in **Exhibit A** of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

14. Notice to Proceed; Progress; Completion. Upon execution of this Agreement by both parties, City shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Subcontractors. Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultants by this Agreement.

17. Termination.

a. City shall have the authority to terminate this Agreement, upon written notice to Consultant, as follows:

- (1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or
- (2) For any reason whatsoever.

b. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of based upon Standard Terms and Rates shown in **Exhibit A**, except that:

- (1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

c. In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

d. In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

e. The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

18. Audit and Examination of Accounts.

a. Consultant shall keep and will cause any assignee or subcontractor under this Agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this Agreement.

b. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.

c. Consultant hereby agrees to disclose and make available any and all information, reports or books of records or accounts pertaining to this Agreement to City and any City of the County of Monterey or state or federal government which provides support funding for this project.

d. Consultant hereby agrees to include the requirements of subsection (B), above, in any and all contracts with assignees or consultants under this Agreement.

e. All records provided for in this section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals or claims.

19. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

20. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby

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incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

21. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not representing, at any time or in any manner, that Consultant is an employee or servant of the City.

22. Integration and Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

23. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey.

24. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

25. Notices.

a. Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Engineer
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a Copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

b. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Need contact name and address

c. The execution of any such notices by the City Manager of the City shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

d. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

26. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

27. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

28. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

29. Multiple Copies of Agreement. Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of the document.

30. Attorney's Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

31. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

32. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

33. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

35. Legal Representation. Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

36. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

37. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

38. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Ray Corpuz Jr., City Manager

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Date

Consultant

By:
Its:

Date

By:
Its:

Date

END OF DOCUMENT

ATTACHMENT C



CITY OF SALINAS FACILITIES

(Yellow have been upgraded to meet ADA Compliance)

Buildings	Address
Animal Services	144 Hitchcock Rd.
Armory	100 Howard St.
Church of Nazarine	331 North Sanborn Rd.
City Hall	200 Lincoln Ave.
City Yard- Maintenance Facilities	426 Work St.
Community Development/ Permit Center	65 W. Alisal St.
John Steinbeck Library	350 Lincoln Ave.
Cesar Chavez Library	615 Williams Rd.
El Gabilan Library	1400 North Main St.
Firehouse	210 Salinas St.
First Mayor's House (Train Station)	20 Mayor Place
Freight Building	3 Station Place
Police Department	222 Lincoln Ave.
Public Works	200 Lincoln Ave.

REA (Train Station)	26 Station Place
Train Station	11 Station Place

Parks	Address
Acacia Court	327 & 328 Acacia Street & Alameda Ave.
Bataan Memorial Park	15 E. Market St. & Salinas St.
Bread Box Recreation Center	745 Sanborn Rd.
Carmel Corner	5 Carmel Ave. & Santa Lucia Ave.
Central Community Park	420 Central Ave.
Cesar E. Chavez Community Park	250 N. Madeira Ave.
Claremont Manor Neighborhood Park	1220 San Fernando
Claystreet Play Lot	70 Clay St.
Closter Community Park	401 Towt St.
Constitution Soccer Complex	1440 Constitution Blvd.
Cornell Corner	465 Front St. & Summer St.
Creekbridge Neighborhood Park	1793 Declaration St.
El Dorado Community Park	1655 El Dorado Dr.
Azahel Cruz Park	10 E. Laurel Dr.
Exposition Grounds (Expo Site)	295 Sun Way
Firehouse Recreation Center	1330 E. Alisal St.
Gabilan Play Lot	263 Toro Ave.

Harden Ranch Neighborhood Park	1819 Emerald Dr.
Hartnell Neighborhood Park	725 W. Acacia St.
Hebbron Heights Community Center	683 Fremont St.
Jaycee Tot Lot	1415 Bardin Way
La Paz Neighborhood Park	560 Roosevelt St.
Laurel Heights Neighborhood Park	751 Circle Dr.
Laurel Neighborhood Park	340 W. Laurel Dr.
Laurelwood Neighborhood Park	915 Victor St.
Los Padres Neighborhood Park	1210 John St. (Maintained by the School District)
Maple Play Lot	860 Los Palos Dr.
McKinnon Neighborhood Park	1700 McKinnon St.
Myrtle Court Play Lot	33 Myrtle Court and Towt St.
Mission Neighborhood Park	110 W. Romie Ln.
Monte Bella Community Park	1601 Monte Bella Blvd.
Natividad Neighborhood Park	1450 Lassen Ave.
Natividad Creek Park Skateboard & BMX Course	1395 Nogal Dr.
Northgate Neighborhood Park	1600 Seville St.
Northgate Tot Lot	1611 Cherokee Dr.
Rossi Rico Linear Parkway	701 Victor St.
Salinas Fairways Golf Course	45 Skyway Blvd.
Santa Lucia Playground	320 Elmwood St.
Salinas Recreation Center	320 Lincoln Ave.
Santa Rita Neighborhood Park	290 Bolivar St.
Sherwood Community Park	940 N. Main St.

Soberanes Neighborhood Park	1140 Paseo Grande & Towt St.
Soto Square	2140 N. Main St.
Steinbeck Neighborhood Park	1700 Burlington Dr.
Williams Ranch Neighborhood Park	1530 Falcon Dr.
Woodside Neighborhood Park	1045 Iverson St.
Twin Creeks Golf Course	1551 Beacon Hill
Williams Ranch Neighborhood Park	1530 Falcon Dr.

Community Centers	Address
Salinas Community Center/ Sherwood Hall	940 N. Main St.
Breadbox Recreation Center	745 N. Sanborn Rd.
El Dorado Park Recreation Center	1655 El Dorado Dr.
Salinas Recreation Center	320 Lincoln Ave.
Fire House Recreation Center	1330 E. Alisal St.
Central Park	420 Central Ave.
Hebborn Family Center	683 Fremont St.
Women's Club	215 Lincoln Ave.

Athletic Facilities	Address
Closter Park Softball Field	401 Towt St.

Constitution Soccer Complex	1440 Constitution Blvd.
Municipal Stadium	175 Maryal Dr.
Old Municipal Pool	920 N. Main St. (to be an indoor basketball court)
Municipal Pool	1 E. Bernal Dr.
Salinas Fairways	45 Skyway Blvd.
Sherwood Park Tennis Center	930 N. Main St.

Others	Address
Fire Station 1	216 W. Alisal St.
Fire Station 2	10 West Laurel Dr.
Fire Station 3 (Includes Training Tower)	827 Abbott Place
Fire Station 4	308 Williams Rd.
Fire Station 5	1400 Rider Ave.
Fire Station 6	45 East Bolivar St.
Municipal Airport	30 Mortensen Ave.

Parking Lot Address	
Intermodal Transit Center (Section)	8 W Market St.
Intermodal Transit Center (Section)	CP/L W Market St. (on W Market & Main St)

Parking Lot # 3	222 Monterey St.
Parking Lot # 8	210 Salinas St.
Parking Lot # 1	219 Salinas St.
Parking Lot # 5	300 Monterey St.
Parking Lot # 2	345 Salinas St.
Parking Lot in Front of the Freight Building	3 Station Pl
Intermodal Transit Center Parking Lot (Section)	15 N Main St.
Parking Garage	20 E Market St.
Parking Lot # 16	30 Lincoln Ave.
Parking Lot # 12	122 Lincoln Ave.
Parking Lot # 10	128 Salinas St.
Parking Lot # 15 (Behind the Rec Center)	321 Church St.
Parking Lot # 17	101 W. Alisal St.
Parking Lot by Child Development Center	323 California St.
