200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, October 28, 2025

3:00 PM

SALINAS ROTUNDA

City Council

Mayor Dennis Donohue Councilmembers:

Jose Luis Barajas, District 1 - Tony Barrera, District 2 Margaret D'Arrigo, District 3 - Gloria De La Rosa, District 4 Andrew Sandoval, District 5 - Aurelio Salazar, District 6

> Rene Mendez, City Manager Christopher A. Callihan, City Attorney City Clerk's Office: (831) 758-7381

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PLEDGE OF ALLEGIANCE

ROLL CALL

CLOSED SESSION

Receive public communications from the audience on Closed session items. The City Council will recess to closed session pursuant to:

ID#25-467

a. Public Employee Performance Evaluation-California Government Code section 54957(b)(1), City Attorney.

THE CITY COUNCIL WILL RECONVENE IN THE ROTUNDA AT 4:00 P.M.

PUBLIC COMMENT PROCEDURES

If you wish to make a general public comment or comment on a specific agenda item, you are encouraged to attend the City Council meeting in person. Public comment may also be submitted via email at PublicComment@ci.salinas.ca.us and will be entered into the record. Public comments generally are limited to two minutes per speaker; the Mayor may further limit the time for public comments depending on the agenda schedule.

GENERAL PUBLIC COMMENTS

Receive public communications on items that are not on the agenda and that are in the City of Salinas' subject matter jurisdiction. Comments on Consideration, Public Hearing items, and the Consent Agenda should be held until the items are reached.

PRESENTATION

Councilmember comments on presentations are generally limited to three minutes.

ID#25-361 Transportation Agency for Monterey County - Monterey County Rail

Extension Project Update

CALIFORNIA GOVERNMENT CODE §84308 - LEVINE ACT

Government Code § 84308. Parties to any proceeding involving a license, permit or other entitlement for use pending before the City Council must disclose any campaign contributions over \$500 (aggregated) within the preceding 12 months made by the party, their agent, and those required to be aggregated with their contributions under Government Code § 82015.5. The disclosure must include the amount contributed and the name(s) of the contributor(s).

CONSENT AGENDA

Matters listed under the Consent Agenda may be enacted by one motion unless a member of the Council requests a separate vote or discuss. Members of the public may comment on the Consent Agenda items collectively during their public comment.

ID#25-478 Minutes

Recommendation: Approve minutes of October 14, 2025.

ID#25-453 Minutes

Recommendation: Approve minutes of June 10, 2025.

ID#25-345 Amendment No. 2 to the City-Wide Janitorial Services Agreement with Pedro

C. Estrada dba Estrada Janitorial Services

Recommendation: Approve a Resolution authorizing the City Manager to execute Amendment No. 2 to the

City-Wide Janitorial Services Agreement with Pedro C. Estrada dba Estrada Janitorial Services to add Ensen Community Park, the Hebbron Family Center, additional services to John Steinbeck Library, and for extra services to the city-wide janitorial scope of work; increase the annual compensation by \$41,540 for a total annual not to exceed amount of

\$840,320; and extend the terms of the current Agreement for one additional year.

ID#25-390 On-Call Agreements with Suppliers of Roadway Pavement & Concrete

Materials

Recommendation: A motion to approve a resolution authorizing the City Manager to enter into on-call

suppliers agreements with Granite Construction Company; Graniterock Company; Peninsula Ready Mix, Inc.; and Maxwell Products, Inc. as suppliers of roadway pavement and concrete materials to the City Street Maintenance Division for a combined amount not to exceed \$3,000,000; \$1,500,000 annually for fiscal years 2025-26 and

2026-27, subject to the appropriation of funds.

ID#25-417 Ordinance Adopting the 2025 California Building Standards Code, 2024

International Property Maintenance Code and Local Amendments

Recommendation: Adopt an Ordinance to implement the 2025 California Building Standards Code and the

2024 International Property Maintenance Code, including related local amendments.

ID#25-457 Amendment No. 3 to Agreement for Professional Services with TEF

Architecture and Interior Design, Inc. For Architectural Services

Recommendation: Approve a Resolution authorizing the City Manager to execute Amendment No. 3 to the

Agreement for Professional Services with TEF Architecture and Interior Design, Inc. for architectural services to increase the total compensation amount by \$104,329 for a

maximum compensation amount not to exceed \$840,889.

ID#25-465 On-Call Services for Traffic Control Devices

Recommendation: Approve a Resolution rejecting bids from Chrisp Company received for "Traffic Striping,

Curb and Pavement Markings" (Bid Items No. 1-59) for the On-Call Services for Traffic Control Devices; awarding a contract to Chrisp Company for "Signs and Markers" (Bid Items No. 60-72) and "Traffic Cushions" (Bid Items No. 73-74) for the On-Call Services for Traffic Control Devices for a three-year contract with an optional two-year contract extension for a not-to-exceed \$2,000,000, subject to the appropriation of funds; and

authorizing the Mayor to execute the Contract with the Successful Bidder.

ID#25-441 2026 City Council Meeting Calendar

Recommendation: Approve the 2026 City Council Meeting Calendar.

ID#25-481 Ordinance Amending Sections 30-91, 30-93 AND 30-94 of the Salinas

Municipal Code related to the structure of the City's Street Naming

Committee

Recommendation: Adopt an Ordinance amending sections 30-91, 30-93 and 30-94 of the Salinas Municipal

Code related to the structure of the City's Street Naming Committee.

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

Receive communication from Councilmembers on reports, appointments and future agenda items. Councilmember comments are generally limited to three minutes.

ADJOURNMENT

Patricia M. Barajas, City Clerk

AGENDA MATERIAL / ADDENDUM

Any addendums will be posted within 72 hours of regular meetings or 24 hours of special meetings and in accordance with Californian Government Code Section 54954.2 and 54956. City Council agenda reports and other writings distributed to the legislative body may be viewed at the Salinas City Clerk's Office, 200 Lincoln Avenue, Salinas, and are posted on the City's website at www.cityofsalinas.org in accordance with California Government Code section 54597.5. The City Council may take action that is different than the proposed action reflected on the agenda.

Disability-related modification or accommodation, including auxiliary aids or services, may be requested by any person with a disability who requires a modification or accommodation in order to participate in the meeting. Language interpretation may be requested as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Requests should be referred to the City Clerk's Office At 200 Lincoln Avenue, Salinas, 758-7381, as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Hearing impaired or TTY/TDD text telephone users may contact the city by dialing 711 for the California Relay Service (CRS) or by

telephoning any other service providers' CRS telephone number.

PUBLIC NOTIFICATION

This agenda was posted on October 23, 2025 in the Salinas Rotunda and City's website.

Meetings are streamed live at https://salinas.legistar.com/Calendar.aspx, televised live on Comcast Channel 25 and on http://www.youtube.com/thesalinaschannel at 4:00 p.m. on the date of the regularly scheduled meeting and will be broadcast throughout the day on Friday, Saturday, Monday and Wednesday following the meeting. For the most up-to-date Broadcast Schedule for The Salinas Channel on Comcast 25, please visit or subscribe to our Google Calendar located at http://tinyurl.com/SalinasChannel25. All past City Council meetings may also be viewed on the Salinas Channel on YouTube at http://www.youtube.com/thesalinaschannel.



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Legislation Text

File #: ID#25-467, Version: 1

a. Public Employee Performance Evaluation-California Government Code section 54957(b)(1), City Attorney.



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Legislation Text

File #: ID#25-361, Version: 1

Transportation Agency for Monterey County - Monterey County Rail Extension Project Update





Monterey County Rail Extension

Todd Muck, Executive Director Christina Watson, Director of Planning



Transportation Agency for Monterey County



- Regional Transportation
 Planning Agency
- Board of Directors:
 - 12 City elected officials
 - 5 County Supervisors
 - 7 ex-officios



TAMC Mission

Develop and maintain a multimodal transportation system that enhances mobility, safety, access, environmental quality, and economic activities in Monterey County.





TAMC's Role

Plan, fund and deliver projects:

- Highways
- Rail
- Bus
- Local Roads

- Bicycle/Pedestrian
- Regional facilitator
- Mobility Programs



Intermodal Transportation Center Memorandum of Understanding

Salinas/TAMC
 partnership to establish
 Salinas as a rail hub





Benefits of Rail

- Alternative to traffic
- Access to jobs, health care, education
- Creates jobs
- Improves air quality
- Supports mixed-use, transitoriented development







California's Central Coast: Closing the Gap

- Coast Rail Grant
- Positive Train Control
- Federal Railroad
 Corridor ID program
- Capitol Corridor



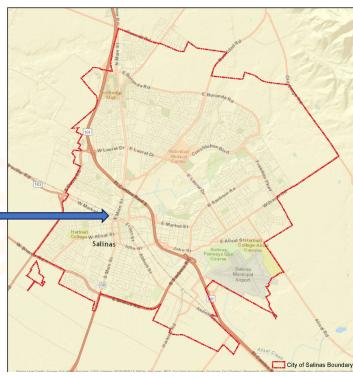


- Near term: Caltrain Gilroy-Salinas
 - 38 miles
 - 2 round trips
 - Weekdays
- Next step:
 - Pajaro/Watsonville station EIR/EA
- Future:
 - Castroville



Kick Start Project – Salinas Station Improvements

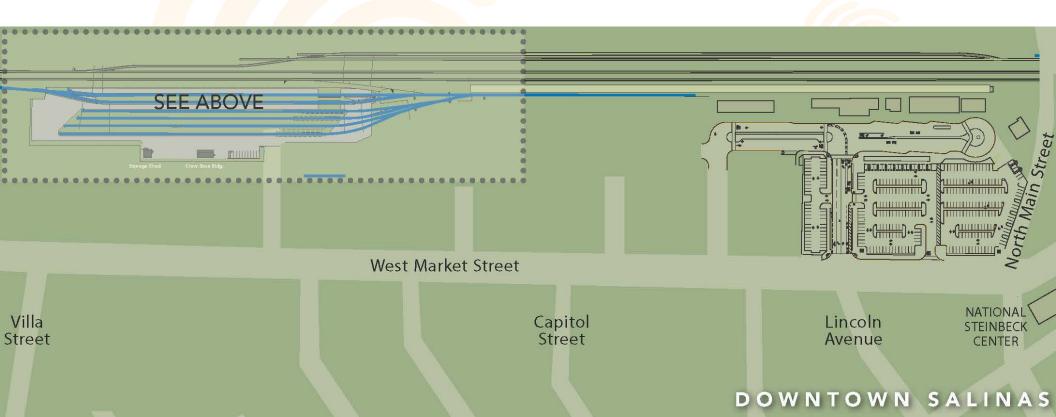






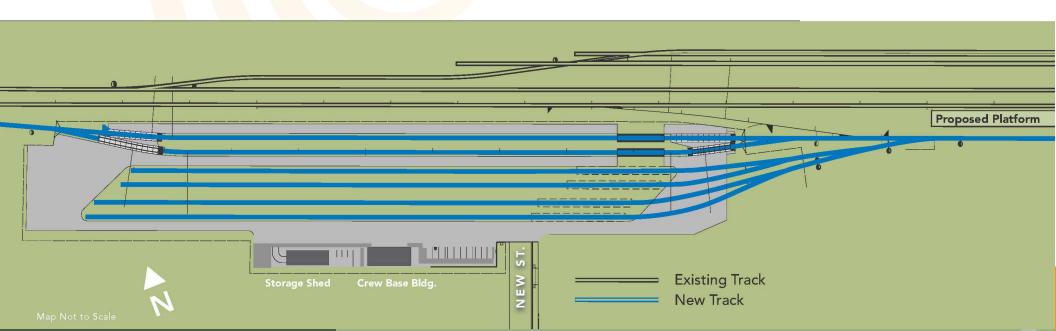
Kick Start – Salinas Layover Facility

Platform access via new station track

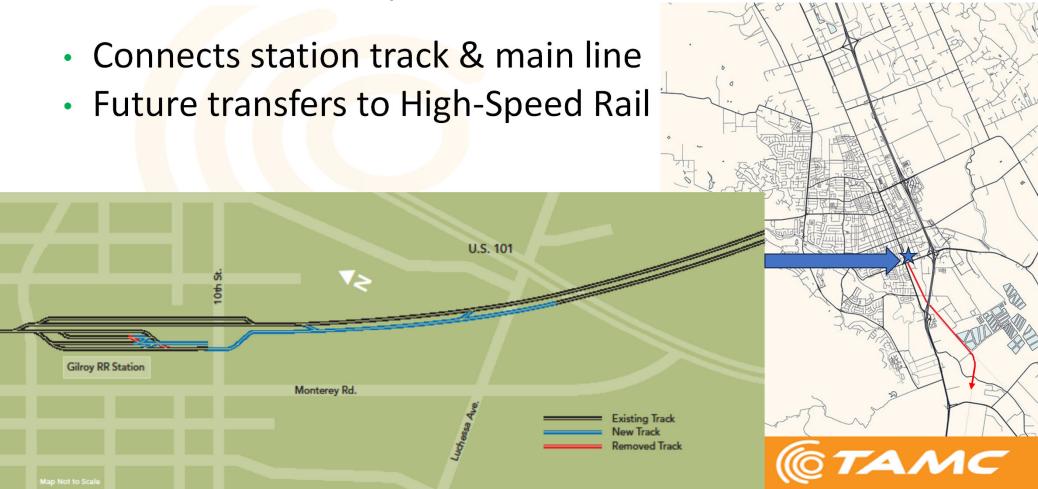


Kick Start – Salinas Layover Facility

- Train layover facility
- Crew base building & storage



Kick Start – Gilroy Track connections



Kick-Start Recent Progress

- Union Pacific design review:
 - Gilroy 25% review underway
 - Salinas 25% review complete
- Next Steps:
 - UPRR site visit Gilroy
 - UPRR Real Estate negotiations
 - UPRR maintenance agreement
 - Operations agreement





Todd Muck, Executive Director todd@tamcmonterey.org

Christina Watson, Director of Planning christina@tamcmonterey.org



Facebook: @TAMCMonterey



Twitter: @TAMC_News



Instagram: go_831



www.tamcmonterey.org





200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org

Legislation Text

File #: ID#25-478, Version: 1

Minutes

Approve minutes of October 14, 2025.



200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org

Meeting Minutes - Draft

City Council

Mayor Dennis Donohue Councilmembers:

Jose Luis Barajas, District 1 - Tony Barrera, District 2 Margaret D'Arrigo, District 3 - Gloria De La Rosa, District 4 Andrew Sandoval, District 5 - Aurelio Salazar, District 6

> Rene Mendez, City Manager Christopher A. Callihan, City Attorney City Clerk's Office: (831) 758-7381

Tuesday, October 14, 2025

4:00 PM

SALINAS ROTUNDA

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 7 - Councilmember Jose Barajas

Councilmember Tony Barrera Councilmember Margaret D'Arrigo Councilmember Gloria De La Rosa Councilmember Aurelio Salazar

Councilmember Jose Andrew Sandoval

Mayor Dennis Donohue

CLOSED SESSION

Received public comment from Eloise Shimm regarding the closed session matters.

The City Council recessed to closed session at 4:03 pursuant to:

ID#25-408

- a. **Public Employee Performance Evaluation** California Government Code section 54957(b)(1), City Attorney.
- b. **Public Employee Performance Evaluation** California Government Code section 54957(b)(1), City Manager.

THE CITY COUNCIL RECONVENED IN THE ROTUNDA AT 5:00 P.M.

PUBLIC DISCLOSURE

No disclosures reported.

NEW EMPLOYEE WELCOME AND INTRODUCTIONS

The City Council welcomed and introduced new employees and promotions for the month of September.

City of Salinas Page 1

PROCLAMATION

The City Council proclaimed the month of October as:

Cyber Security Awareness Month Domestic Violence Awareness Month Breast Cancer Awareness Month

GENERAL PUBLIC COMMENTS

Received public comment.

PRESENTATION

ID#25-454 Central Coast Community Energy (3CE) Annual Update

Received presentation from Sophia Schwirzke, Community Relations Manager for Central Coast Community Energy highlighting a number of projects 3CE is investing in to include resource adequacy, increasing renewal energy, and community engagement programs with a goal of making a difference in community investment. Programs include Plan Your Fleet, Electrify Bus Program, Charge Your Fleet, Electrify Your Fleet and Reach Codes Programs and other energy rebate and incentive programs that support all sectors of the community. The City of Salinas has received a total of approximately \$2.5 million in investment through grants and other funding. Legislative update includes EV and Home Energy Tax Credit, federal taxes and tax credits, Resource Adequacy Slice of Day and Pathway Initiatives SB540/AB825. 3CE is the largest community choice aggregate in the region working with multiple energy utility providers.

No action. Received presentation from Central Coast Community Energy (3CE).

CALIFORNIA GOVERNMENT CODE §84308 - LEVINE ACT

PUBLIC HEARINGS

ID#25-359 Vacation of New Street Right of Way

Received report from City Engineer Adriana Robles regarding the vacation of New Street right-of-way. She reported that the City of Salinas and the Transportation Agency for Monterey County (TAMC) entered into a Memorandum of Understanding to redevelop the Salinas Train Station into a transit facility to accommodate new commuter passenger rail services outside the region in support of the Monterey County Rail Extension Project. Vacating the northerly 124-feet of New Street right of way will allow TAMC to move forward with the layover facility. Report filed with the City Clerk as the official record.

The following members of the public commented on the report: Jose Guerra

Amit Pandya Eric Petersen

Upon motion by Councilmember Barrera, seconded by Councilmember Salazar,

Resolution vacating the northerly 124-feet of New Street right of way was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo,
Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval
and Mayor Donohue

Enactment No: RES 23343

CONSENT AGENDA

ID#25-452 Minutes

Upon motion by Councilmember D'Arrigo, seconded by Councilmember Salazar, the minutes of September 23, 2025 were approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo,
Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval
and Mayor Donohue

ID#25-453 Minutes

Tabled the minutes of June 10, 2025.

ID#25-368 Master Service Agreements for On-Call National Pollutant Discharge Elimination System (NPDES) Permit Compliance Implementation Support

Upon motion by Councilmember D'Arrigo, seconded by Councilmember Salazar, Resolution delegating authority to the City Manager to execute Master Service Agreements with 2NDNATURE Software, Inc; Dudek; and Surf to Snow Environmental Resource Management LLC to provide on-call National Pollutant Discharge Elimination System (NPDES) permit compliance implementation support services from October 14, 2025 to October 14, 2030 in an amount not to exceed \$10,000,000, \$2,000,000 annually, subject to appropriation of funds was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo,
Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval
and Mayor Donohue

Enactment No: RES 23344

ID#25-406 An Ordinance Amending Articles III and IIIA of Chapter 12 (Finance) of the Salinas Municipal Code Regarding Purchasing

Upon motion by Councilmember D'Arrigo, seconded by Councilmember Salazar, Ordinance updating Article III and Article IIIA of Chapter 12 of the Salinas Municipal Code related to purchasing policies and procedures was adopted. The motion carried by the following vote:

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo,
Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval
and Mayor Donohue

Enactment No: ORD 2689

ID#25-409 Fifth Amendment to the Agreement with Accountancy Corporation, DBA

Maze & Associates, for Accounting Services

Upon motion by Councilmember D'Arrigo, seconded by Councilmember Salazar, Resolution authorizing the City Manager to enter into a Fifth Amendment to the Professional Services Agreement with Accountancy Corporation, dba. Maze and Associates for accounting services to increase the compensation by \$600,000 for a new not to exceed amount of \$1,400,000 and extend the term for two (2) additional years from November 1, 2025 to October 31, 2027 was approved. The motion carried by the following vote:

Ayes: 7 -

7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo,
 Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Enactment No: RES 23345

ID#25-416 Agreement with One Workplace for Permit Center First Floor Workspace Improvements

Upon motion by Councilmember D'Arrigo, seconded by Councilmember Salazar, Resolution authorizing the City Manager to execute an agreement with One Workplace L. Ferrari, LLC to purchase and install workspace improvements on the first floor of the Permit Center for an amount not to exceed \$377,794 and a term from October 14, 2025, through June 30, 2026; and an expenditure appropriation increase of \$129,787 to the Permit Services Operating Fund from the Permit Services Fund balance was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo,
Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval
and Mayor Donohue

Enactment No: RES 23346

ID#25-418 Acceptance of the City Hall Build Back Project, CIP No. 8170

Upon motion by Councilmember D'Arrigo, seconded by Councilmember Salazar, Resolution accepting the City Hall Build Back Project, CIP No. 8170, for maintenance and responsibility was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo,
Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval
and Mayor Donohue

Enactment No: RES 23347

ID#25-433 Direct Purchase of AB 481 Equipment

Upon motion by Councilmember D'Arrigo, seconded by Councilmember Salazar, Resolution authorizing the City Manager and the Purchasing Agent to complete the direct purchase of AB 481 equipment from San Diego Police Equipment Company and Curtis Blue Line for a total cost not to exceed \$34,767.08 was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo,
Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval
and Mayor Donohue

Enactment No: RES 23348

ID#25-434

2025-2026 Prioritization of Restriping Projects

MOTION

Motion made by Councilmember Sandoval to approve a resolution approving the 2025-2026 Prioritization of Restriping Projects and a request to establish a formal street marking priority policy using criteria traffic volume, traffic safety, striping conditions, and equity; and consider a two year plan rather than a one year plan. Motion was second by Councilmember Barrera.

SUBSTITUTE MOTION

Substitute motion made by Councilmember Barajas to approve a resolution approving the 2025-2026 Prioritization of Restriping Projects and to direct staff to develop a criteria based restriping policy before the item is considered in 2026. Motion was second by Councilmember De La Rosa.

Upon motion by Councilmember Barajas, seconded by Councilmember De La Rosa, Resolution approving the 2025-2026 Prioritization of Restriping Projects and to direct staff to develop a criteria based restriping policy before the item is considered in 2026 was approved. The motion carried by the following vote:

Aves

7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo,
 Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval
 and Mayor Donohue

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Enactment No: RES 23349

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

ADJOURNMENT

Meeting adjourned at 7:23 p.m.



200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org

Legislation Text

File #: ID#25-453, Version: 1

Minutes

Approve minutes of June 10, 2025.

SPECIAL MEETING TUESDAY, JUNE 10, 2025 JOINT SALINAS CITY COUNCIL AND SALINAS PLANNING COMMISSION UNOFFICIAL MEETING MINUTES

Meeting called to order at 5:00 p.m. by Mayor Dennis Donohue and Commission Chair Lorisa McKelvey Daye

ROLL CALL – CITY COUNCIL

Present:

Councilmember Jose Luis Barajas Councilmember Tony Barrera Councilmember Margaret D'Arrigo Councilmember Gloria De La Rosa Councilmember Aurelio Salazar, Jr. Councilmember Andrew Sandoval Mayor Dennis Donohue

ROLL CALL - PLANNING COMMISSION

Present:

Commissioner Jessica Almanza-Larios, District 1 Commissioner Juan Gutierrez, Mayor's Appointee Commissioner John Meeks, District 2 Commissioner Carissa Purnell, District 5 Commissioner Marcelino Rocamora, Jr., District 6 Commissioner Maureen Wruck, District 4 Commission Chair Lorisa Mckelvey Daye, District 3

STUDY SESSION

25-199 Joint Study Session: Draft General Plan Update - Visión Salinas 2040

Received report from Jonathan Moor regarding the Draft General Plan Update – Vision Salinas 2040, quarterly progress reports to City Council. Throughout the process, staff held Study Sessions with City Council and Planning Commission to review draft policy on rising topics, including land use and circulation, health and safety and economic development. This Study Session focuses on the General Plan in its entirety and summarizes the update process, changes to state planning law, major themes and significant new additions to the document. The City is preparing a Public Review Draft of the General Plan for release this summer and is also working on the related Climate Action Plan and an Environmental Impact Report for both documents.

Commissioner Purnell inquired about the origin of data source used in the AMBAG population projections in the plan specifically related to age demographics and potential impacts on housing. Additionally, she inquired about the distribution of land use designation and zoning ratios.

Mr. Moore explained that the city uses a ratio of three acres per thousand residents for open space. Through the planning process staff can look at opportunities to increase the open space. He also added that Census data is use to make projections on population growth.

Commissioner Rocamora asked what progress has been made since the initial Economic Development (ED) Plan was implemented. He also asked about the slow growth of housing development.

Mr Moore clarified that since the EDE was adopted, the City has been able address the environmental impacts on specific neighborhoods and launched community planning efforts throughout the city including the Chinatown and Alisal areas that will become part of the overall general plan.

Community Development Director Lisa Brinton added that housing construction is dictated by the fluctuations in the market and delays in the adoption of the specific plans. The City is passed that phase and the city has received application for over 5,400 homes and over 1,600 units planned for development. She added that the city is understaffed and are diligently working on increasing staffing to increase permit processing. Additionally, there is a need to update the zoning code to more efficiently streamline the permitting process.

Chair McKelvey-Day asked for clarification regarding AB 821, General Plan and the connection with the zoning code and asked why the EDE was optional. She noted the importance of linking community involvement with economic and planning processes to ensure everyone can understand the plan and emphasizing greater engagement with commissions and long-term financial and economic planning with other portions of the general plan.

In response, Mr. Moore clarified that it is important to update the zoning code in tandem with the General Plan to ensure that implementation can be accomplished seamlessly and without confusion. It also creates an opportunity to elevate key elements of the plan all in one document. He added that the EDE is not required by state law to be included in the General Plan.

Mr. Brinton added that the development process helps ensure consistency among all elements of the plan. The plan was prepared in-house in collaboration with staff and the community to develop goals, policies, and actions as part of a work plan or strategic plan that will prepare the roadmap to the implementation of the general plan. Mrs. Brinton added that the General Plan will require state reporting and reports to Council.

Commissioner Wruck expressed concern regarding the limited connection between the Climate Action Plan, parks, the lack of open space, and the use of walkability spaces. She recommended open space and walkability spaces should be required as part of the plan. She noted that the rising cost of housing production may be the leading factor to lack of housing production.

Commissioner Meeks asked whether birth rates are factored into school enrollment projections.

Mr. Moore indicated that birth rate, death rate, migration rates and a number of other demographics are taking into account to plan the future growth area.

Councilmember D'Arrigo asked for clarification if Arts and Culture Element are added into the General Plan and expressed support of ensuring that the "optional" elements are being added to the General Plan including the Public Safety Element. She asked for clarification regarding the zonging code update process.

Mrs. Brinton clarified that the City Council will need to authorize contracting a consultant to support he work and then will work on establishing an advisory committee with stakeholder groups and public engagement.

Councilmember De La Rosa stated it is important to work with key stakeholders in the community as part of the General Plan process.

Councilmember Salazar asked when 600 housing units will be available. He also asked about coordination with other cities regarding traffic circulation and housing.

Mrs. Brinton explained that the City is finalizing the Final Map and working with the developer as model home applications are submitted. Mr. Moore clarified that coordination with other neighboring cities was a key part of the Housing Element and remains an ongoing effort.

Councilmember Barajas referenced annexation and target areas added to the General Plan and the sphere of influence and asked for clarification regarding the economic reserve areas. He also requested an explanation regarding the maintenance assessment districts and further asked why bike paths were removed from the circulation plan and suggested reinstating the eastern bicycle path for continuity.

In response, Mr. Moore and Mrs. Brinton explained that the full map will include the added target areas and annexed areas identified for growth for both the City and County which the city will work with LAFCO to increase the sphere of influence. They also explained that establishment of an assessment district function like lighting and landscape districts or a road maintenance district will fall under the Proposition 218 process.

City Manager Rene Mendez responded that such projects can be factored in to associated infrastructure and housing costs.

Councilmember Barajas recommended removing housing eviction references from the environmental justice element due to recent Council actions.

Councilmember Barrera asked about consistency between past and current Councils. He also asked how Council could support Community Development and whether staff retention or funding is an issue. Additionally, he inquired about the relationship between the city and stakeholder as it related to the Alisal Marketplace.

In response, Mr. Moore confirmed that the General Plan and other planning documents maintain policy consistency. He added that recent land use changes and renewed engagement with local businesses has increased flexibility and relationships with key community stakeholders. Mrs. Brinton added that ensuring budget allocations to Community Development for this effort is critical. City Manager Mendez emphasized that the General Plan defines the City's future and must be reviewed carefully, given the complexity of required environmental analyses. The City of Salinas has done incredible work on various planning efforts, and it is important for them to be reflected in the general plan.

In closing Councilmember Barrera also asked about bicycle lane maintenance and recommended adding maintenance to the safety component of the plan.

Councilmember Sandoval asked about seawater intrusion and further inquired about identifying pesticide impacts to the community. He additionally asked if staffing needs could be included in the General Plan.

In response, Mr. Moore stated seawater instrusion will be addressed regionally through the SVBGSA as a major infrastructure project. Mrs. Brinton added that pesticide impacts will be determined by the environmental impact studies as project mitigation measures.

Ms. Monica Gurmilan explained that pesticides are covered under the Environmental Justice Element and primarily fall under the County Agricultural Commissioner's jurisdiction, with the City focusing on education and interagency collaboration.

Received public comment from the following members of the public:
Peter Kasavan, Kasavan Architects/SPARC
Christie Cromeenes, Central Coast Builders Association
Karen Cameron
Yolanda Hayes
David Maisonneuve
Mary Ann Worden
Jose Guerra, Monte Bella
Peter Szalai

Commissioner Gutierrez expressed appreciation for the presentation and stated he looks forward to the future of Salinas.

Commissioner Almaza-Larios also thanked staff for their extensive work and emphasized the importance of maintaining consistency.

Commissioner Meeks expressed appreciation for the presentation and the work completed thus far.

Commissioner Wruck also thanked staff and expressed concerns with concern with transportation management and hopes it is properly vetted and as part of the General Plan implementation process.

Commissioner Purnell extended heartfelt thanks, especially to Ms. Gurmilan, the steering committee, the Alisa Vibrancy Plan team, and Alfred Diaz-Infante for their work through this process. She Praised inclusion of the Environmental Justice (EJ) plan and looks forward to future dialogue.

Commissioner Rocamora highlighted the need for developers, architects, and contractors to be involved in revising the permitting process. He suggested updating the permitting process with input from key stakeholders.

Commission Chair McKelvey-Day thanked the community for its engagement. Pointed out bottlenecks in current processes and suggested greater involvement of the Planning Commission. She emphasized the need for planning, economic development, and use of community talent.

Councilmember Sandoval thanked staff and community and noted the importance of focusing on lowand moderate-income housing, improving permitting processes, accountability, standardized community engagement, and intentional growth and maintenance.

Councilmember Barrera noted the importance of consistency and community engagement. He encouraged hiring professionals who are approachable and simplifying processes at the permit center.

Councilmember Barajas thanked staff and the steering committee. He stressed the importance of housing and continuing the conversations. He requested a presentation from SVBGSA.

Councilmember Salazar recommended reviewing the county's circulation plan and its impacts on Salinas. He stressed protection of the General Plan from legal challenges and urged proactive planning.

Councilmember De La Rosa thanked staff and encouraged innovative housing solutions, such as manufactured homes, and highlighted the importance of community engagement and support for the Alisal Vibrancy Plan and future growth.

Councilmember D'Arrigo thanked all stakeholders for their engagement. In closing, she requested prioritizing major projects, improving customer service, increase Planning Commission involvement, staffing, training, and improve infrastructure maintenance.

Mayor Donohue reflected on previous General Plan experience and noted that effective community outreach and timing of the current process is a critical component of this effort. In closing, he emphasized the importance of the role of the Planning Commission and all other City Commissions and Boards as part of this process. He noted that this is an opportunity to improve consistency and an opportunity for a zoning overhaul which will compliment the overall General Plan effort.

ADJOURNMENT

Meeting adjourned at 7:35 p.m.



200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org

Legislation Text

File #: ID#25-345, Version: 1

Amendment No. 2 to the City-Wide Janitorial Services Agreement with Pedro C. Estrada dba Estrada Janitorial Services

Approve a Resolution authorizing the City Manager to execute Amendment No. 2 to the City-Wide Janitorial Services Agreement with Pedro C. Estrada dba Estrada Janitorial Services to add Ensen Community Park, the Hebbron Family Center, additional services to John Steinbeck Library, and for extra services to the city-wide janitorial scope of work; increase the annual compensation by \$41,540 for a total annual not to exceed amount of \$840,320; and extend the terms of the current Agreement for one additional year.

DATE: OCTOBER 28, 2025

DEPARTMENT: PUBLIC WORKS

FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR

BY: JENNY DAVILA, PUBLIC WORKS ADMIN SUPERVISOR

TITLE: AMENDMENT NO. 2 WITH PEDRO C. ESTRADA DBA ESTRADA

JANITORIAL SERVICES FOR CITY-WIDE JANITORIAL

SERVICES

RECOMMENDED MOTION:

A motion to approve a resolution authorizing the City Manager to execute Amendment No. 2 to the City-Wide Janitorial Services Agreement with Pedro C. Estrada dba Estrada Janitorial Services to add:

- 1. Ensen Community Park, the Hebbron Family Center, additional services to John Steinbeck Library, and for extra services to the city-wide janitorial scope of work;
- 2. Increase the annual compensation by \$41,540 for a total annual not to exceed amount of \$840,320; and
- 3. Extend the terms of the current Agreement for one additional year.

EXECUTIVE SUMMARY:

On August 17, 2025, the City opened Ensen Community Park and is preparing to open the new Hebbron Family Center in the near future. Both locations will require janitorial services. Staff has also determined that additional services are required at John Steinbeck Library. To accommodate this expanded scope, an increase to the existing janitorial services agreement is necessary. The current agreement is set to expire on December 1, 2025; however, Estada Janitorial Services has submitted an extension request.

BACKGROUND:

On June 21, 2022, a Request for Proposals (RFP) for City-Wide Janitorial Services was published via Planet Bids, an online bidding tool. A total of 45 vendors were notified, subsequently 13 registered as prospective bidders. A pre-proposal conference, attended by seven prospective bidders, was held on June 30. Proposals were due on July 22, at which time nine vendors submitted proposals for evaluation.

An evaluation committee, comprised of six, cross-departmental City staff members, was formed. The committee conducted a thorough evaluation of the proposals, based on the criteria set forth in the RFP. Proposals' rates were then evaluated using a points method and a final score assigned to each respondent per facility group. With the Points method, the proposal with the lowest cost does not necessarily receive the maximum points allowed but rather is based on all 4 categories scored. Any local vendor was allotted a 10%-point increase as identified in the RFP. After careful evaluation, staff determined that the Janitorial services agreement should be awarded to Estrada's Janitorial Service. The airport location decided that they will not be servicing that location as part of the city-wide janitorial agreement.

On December 3, 2024, Amendment No. 1 was approved by council, (N.C.S. 23176), adding seven additional facilities and extra work services to the original approved agreement. Amendment No. 1, increased by \$61,800 bringing the annual not to exceed amount to \$798,780.

The City of Salinas has recently acquired and opened Ensen Community Park and anticipates opening the new Hebbron Family Center in December of 2025. Both facilities require janitorial services. Given that Closter Park and the Natividad Creek Park restrooms are under construction, janitorial services will be temporarily shifted to Ensen Community Park. This shift will help cover the cost of janitorial services through the term of the proposed agreement extension.

In addition, staff has determined that the John Steinbeck Library requires monthly pressure washing services for its patron entrance to address persistent odors and to remove waste and debris commonly left behind by unhoused individuals. Furthermore, extra services are necessary to address unforeseen sanitation issues, such as individuals using public areas for restroom purposes, which require more frequent and intensive cleaning efforts. The chart below illustrates the added services and costs associated with the addition:

Facility	Annual Cost
Ensen Community Park	\$0 (Coast offset by Closter &
	Natividad Creek Parks restroom
	construction)
Hebbron Family Center	\$27,540
John Steinbeck Library	\$4,000
Additional Services	\$10,000
Total	\$41,540

The addition of facilities and services will increase the annual total compensation total by \$41,540 for a total not to exceed amount of \$840,320.

The City relies upon professional janitorial services to maintain its facilities clean and ready for the public and staff to utilize. The City and Pedro C. Estrada dba Estrada Janitorial Services have developed a good working relationship, with Pedro C. Estrada being reliable, responsive, and easy to work with. The current agreement is set to expire on December 1, 2025. Therefore, staff is requesting authorization for the City Manager to extend the agreement for one additional year.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

This Action supports the City of Salinas Strategic Plan Goals and Strategies of Economic Development, Infrastructure, City Services, Public Safety, and Youth and Seniors by maintaining City facilities clean for the public and staff.

DEPARTMENTAL COORDINATION:

The Environmental Maintenance Division within the Public Works Department worked alongside the Library and Community Services Department in the preparation of the Amendment.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1100	55.6241-63.4500	Outside Services-Maint. Janitorial	\$15,000	\$15,000
1200	55.5238-63.4500	Outside Services- Maint. Janitorial	\$120,400	\$26,540

The annual cost of \$840,320 for the City-Wide Janitorial Service agreement for multiple city facilities is funded with General Funds from multiple accounts and the extra work will be funded from the same multiple accounts detailed in the table above. The difference will be covered in the following fiscal year to cover the remaining months of the extended agreement.

ATTACHMENTS:

Resolution Amendment No.2 Original Agreement

RESOLUTION NO. _____ (N.C.S.)

A MOTION TO APPROVE AMENDMENT NO. 2 TO THE CITY-WIDE JANITORIAL SERVICES AGREEMENT

WHEREAS, on June 21, 2022, the City issued a request for proposals ("RFP") for city wide janitorial services at various city facilities; and

WHEREAS, Pursuant to Resolution No. 22477, the City and Pedro C. Estrada dba Estrada Janitorial Services ("Contractor") first entered into an agreement for Janitorial Services effective September 20, 2022, for Seven Hundred Thirty-Six Thousand, Nine Hundred Eighty Dollars (\$736,980) pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, On December 3, 2024, Pursuant to Resolution No. 23176, the City and Contractor agreed to Amend the Agreement to include additional facilities and add services to the scope of work for an increased compensation of Sixty-One Thousand, Eight Hundred Dollars (\$61,800) annually; and

WHEREAS, The City and Contractor agree to amend the Agreement to reflect the additional work to the current scope of services provided by the Contractor; to increase the annual compensation by Forty-One Thousand Five Hundred Forty Dollars (\$41,540) for a total not to exceed amount of Eight Hundred Thirty Thousand Three Hundred Twenty Dollars (\$830,320);; and

WHEREAS, The City and Contractor agree to add additional facilities, 99 La Posada Dr (Ensen Community Park) and 683 Fremont Street (Hebbron Family Center) to the current scope of service. Contractor will also provide necessary extra services to John Steinbeck Library; and

WHEREAS, The City and Contractor desire to extend the terms of the Agreement for one additional year.

- **NOW, THEREFORE, BE IT RESOLVED** that the Salinas City Council hereby authorizes the City Manager to execute Amendment No.2 with Pedro C. Estrada dba Estrada Janitorial Services to add additional facilities and services to the scope of work; and
- **BE IT FURTHER RESOLVED** that the Salinas City Council hereby authorizes the increase of the annual compensation by Forty-One Thousand Five Hundred Forty Dollars (\$41,540) for a total not-to-exceed amount of Eight Hundred Thirty Thousand Three Hundred Twenty Dollars (\$840,320); and
- **BE IT FURTHER RESOLVED** that the Salinas City Council hereby authorizes the extension of the current agreement for one additional year to end December 1, 2026.

PASSED AND APPROVED this 28th day of October 2025, by the following vote:

APPROVED:
Dennis Donohue, Mayor

AGREEMENT —AMENDMENT NO. 2 TO CITY-WIDE JANITORIAL SERVICES BETWEEN CITY OF SALINAS AND PEDRO C. ESTRADA DBA ESTRADA JANITORIAL SERVICE

This Amendment No. 2 to the City-Wide Janitorial Services Agreement (the "Amendment") is entered into this 7th day of October 2025, by and between the City of Salinas (the "City") and Pedro C. Estrada dba Estrada Janitorial Service, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into a/an City-Wide Janitorial Services Agreement effective September 20, 2022, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect the additional work to the current scope of services provided by the Contractor, to increase the annual compensation by Thirty-One Thousand Five Hundred Forty Dollars (\$31,540) and by an additional Ten Thousand (\$10,000) contingency to cover unforeseen extra services for a total not-to-exceed amount of Eight Hundred Forty Thousand Three Hundred Twenty (\$840,320); and

WHEREAS, the City and Contractor desire to add additional facilities, 99 La Posada Dr (Ensen Community Park) and 683 Fremont Street (Hebbron Family Center) to the current scope of service. Contractor will also provide necessary extra services to John Steinbeck Library; and

WHEREAS, the City and Contractor also desire to extend the current agreement for one additional year to end on December 1, 2026.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

- 1. The Agreement, Section 1, Scope, is amended to add the following additional facilities and services to the current scope of work. Additional facilities include 99 La Posada Dr (Ensen Community Park), 683 Fremont St (Hebbron Family Center), and additional services at John Steinbeck Library, including power washing the front entrance and the emergency exit by the children's section, each on a monthly basis.
- 2. The Agreement, Section 3, Term, is amended to extend the completed by date to December 1, 2026.
- 3. The Agreement, Section 4, Payment, is amended to increase the not-to-exceed amount by Thirty-One Thousand Five Hundred Forty Dollars (\$31,540) with an additional no-to-exceed Ten Thousand (\$10,000) extra work contingency amount available based on need and work authorized by the City Public Works staff member responsible for overseeing this Agreement for a new total not-to-exceed amount of Eight-Hundred Forty Thousand Three Hundred Twenty Dollars (\$840,320).
- 4. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

Page 1 of 2

René Mendez, City Manager APPROVED AS TO FORM: Christopher A. Callihan, City Attorney Rhonda Combs, Assistant City Attorney Rhonda Combs, Assistant City Attorney PEDRO C. ESTRADA DBA ESTRADA'S JANITORIAL SERVICE Docusigned by: PLYO ESTRADA 0F74FF293F184E3... Printed name: Pedro C. Estrada

Form: Agreement Amendment Version: July 2025

Title: ___Owner

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS AND PEDRO C ESTRADA DBA ESTRADA JANITORIAL SERVICE

JANITORIAL SERVICES FOR LIBRARIES, REC CENTERS, AND OTHER CITY FACILITIES

THIS AGREEMENT is executed this 20th day of September 2022, ("Agreement" or "Contract") between the City of Salinas, a California Charter city and municipal corporation (hereinafter "City") and Pedro C Estrada dba Estrada Janitorial Service, a sole proprietorship (Hereinafter "Contractor").

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- 1. <u>Scope</u>. Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: general janitorial services at libraries, rec centers and other city facilities. Scope of work is further discussed in City's Request for Proposal for City Wide Janitorial Services, <u>Attachment B</u> and Contractor's Proposal dated 07/22/22, <u>Attachment C</u>.
- 2. <u>Timeliness</u>. Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
- 3. **Term.** The work under this Agreement shall commence upon approval from council and shall be completed by December 1st, 2025, unless City grants a written extension of time as set forth in Section 2 above.
- 4. **Payment.** City agrees to pay, and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Sixty-One Thousand Four Hundred Fifteen Dollars (\$61,415) per month, plus an hourly rate for emergency call backs (Items A1-A2; B1-B6; C1-C4; C6 and C7) as outlined in the Pricing Proposal Form included in Contractor's Proposal, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
- 5. <u>Meet & Confer.</u> Contractor 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 City to insure timely and adequate performance of this Agreement.
- 6. **Insurance.** Contractor shall procure and maintain for the duration of this Agreement

insurance meeting the requirements specified in <u>Attachment A</u> hereto.

- 7. <u>Indemnification</u>. Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.
- 8. <u>Licensing</u>. Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.
- 9. <u>Termination</u>. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.
- 10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
- 11. <u>Non-Assignability</u>. The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.
- 12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.
- 13. <u>Validity</u>. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 14. <u>Counterparts</u>. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
- 15. <u>Laws.</u> Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. 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.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS
Steven S. Carrigan 04396AE44903419
Steven S. Carrigan
City Manager
APPROVED AS TO FORM:
DocuSigned by:
Christopher A. Callihan
Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney
CONTRACTOR
DocuSigned by:
Pedro Estrada
By (Printed Name): Pedro Estrada
,
Its (Title): Owner

Attachment A

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form 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 \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, 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.

Other Insurance Provisions

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

1. The City, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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).

- 2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO 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 Contractor's insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
- 4. A copy of the claims reporting requirements must be submitted by Contractor to the City.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor'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

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

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.

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Agreement for Services v. August 2022 Pedro C Estrada dba Estrada Janitorial Service

August 2022

Page 1 of 2

(Ed. 01-19)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA **BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calcula charge to derive the final cost of this endorsement.			
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Insurance Company: Oak River Insuran	ce Company		
	Countersig	gned by	
WC 00 04 40 C			

WC 99 04 10 C (Ed. 01-19)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER	CONTACT Jeff Senigaglia				
Senigaglia Insurance	PHONE (A/C, No. Ext): (408) 297-6686 FAX (A/C, No.): (400) 297-6686				
950 S Bascom Ave #2113	ADDRESS: jsenigaglia@farmersagent.com				
_		NAIC #			
San Jose CA 95128		552			
INSURED	INSURER B :				
Pedro Estrada, DBA: Estrada Janitorial	INSURER C:				
PO Box 1568	INSURER D :				
	INSURER E :				
Salinas CA 93902	INSURER F:				
COVERAGES CERTIFICATE NUMBER: JS/AU 2021					
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AUTHORIZED REPRESENTATIVE

Jeff Senigaglia/CF



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2022

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PRODUCER	CO	NTACT Jeff Tat	tro			
Professional Ins Associates		ONE (408)	280-2100	FAX (A/C, No): (408) 280	-2110
P.O Box 1266			tro@onepoi	ntbusinessinsurance		
				DING COVERAGE		NAIC #
San Carlos CA 94070	INS	URERA: Oak Riv	er Insura	nce Company		34630
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Pedro Estrada, DBA: Estrada Janitorial	INS	URER C :				
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Salinas CA 93902		URER F:		DEVICION NUMBER		
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City of Salinas 200 Lincoln Ave		ACCORDANCE WIT				

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AUTHORIZED REPRESENTATIVE

Jeff Tatro/CF

Salinas, CA 93905

Attachment B

CITY-WIDE JANITORIAL SERVICES REQUEST FOR PROPOSALS ("RFP")



City of Salinas 200 Lincoln Avenue Salinas, California 93901

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1. BACKGROUND

The City of Salinas incorporated in 1873 and has served as a "full-service" city for more than 150-years. With more than 600 employees, Salinas has its own libraries, recreation centers, parks, police headquarters, fire stations, and offices. These facilities are scattered throughout the 13 square miles of incorporated boundaries, that sits at the intersection of State Highways 101, 68 and 183. Salinas is 14 miles east of the Monterey Bay, and one hour south of San Jose.

The City is currently considering janitorial services for over 15 sites at various locations, all located within the City limits. Proposers are invited to submit a bid on all or a select few of the different locations, and each building will be awarded independent of the others to allow for the potential of more than one service provider to be awarded a portion of the work. The number of locations is subject to change and the City reserves the right to either add or delete locations, square footage and/or frequency of services(s). The successful contractor will be required to provide quality service with minimal call backs for service.

All contractors are required to register as a "Prospective Bidder" for this project on the Planet Bids Vendor Portal website when submitting a proposal and shall maintain their status as "Bidder" throughout the RFP process; Contractors that fail to do so shall be disqualified. Only registered "Prospective Bidders" for this RFP will automatically receive updates, notifications, and addenda when issued; However, it is the Contractor's responsibility to the ensure that the forgoing have been received.

Contractors can register as a "Prospective Bidder" in one of two ways:

- 1. For **FREE** through Planet Bids Vendor Portal for the City of Salinas at https://www.planetbids.com/portal/portal.cfm?CompanyID=22949,
- 2. Directly via Planet Bids' website for a FEE at https://vendorline.com/register and sign up for City of Salinas' bid opportunities.

For assistance in downloading the documents, contact Planet Bids online or by calling 818-992-1771.

2. OBJECTIVE

The purpose of these specifications is to define the janitorial services requirements for various facilities owned and operated by the City of Salinas. The objectives of the City are to secure a timely, consistent, and cost-effective janitorial service agreement from one or more contractors, to ensure clean and safe office facilities for employees and customers doing business with the City.

3. SCOPE OF WORK

The work covered in these specifications includes furnishing all labor, equipment, some supplies and supervision necessary for complete janitorial service. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices will be provided. The City supports the use of non-hazardous cleaning agents and other safety and environmentally conscious practices. The City will consider innovative solutions and alternatives that will best accomplish the desired outcome.

4. PROPOSAL SCHEDULE

T 4 O 1

The following schedule has been established for this RFP. The City of Salinas reserves the right to modify this schedule if it is in its best interest to do so. Notice of changes shall be posted on Planet Bids via an Addendum to the RFP.

	TASK	DATE
ĺ	Release of RFP	6-21-2022
	Non-Mandatory Pre-Proposal Meeting, Job Walk	6-30-2022
	Deadline to Submit Questions	7-5-2022
	Responses to Questions Posted on Web	7-8-2022
	Proposals Due	7-22-2022
	Evaluation & Interviews (If Needed)	8-10-2022
	City Council Award of Agreement	9-20-2022
	Contract Work Begins	12-1-2022

Dates are subject to change.

A. Pre-Proposal Conference (Non-Mandatory): A Non-Mandatory pre-proposal conference will be held on 6-30-2022 @ 0900 in the City Council Rotunda 200 Lincoln Avenue, Salinas, CA. 93901. The pre-proposal conference will allow for questions and clarifications concerning the City's RFP process and subsequent award of Agreement. All prospective Contractors will be required to signin prior to the Conference. In order to provide comprehensive answers and minimizes response time, Contractors are asked to submit questions in writing prior to the meeting. Questions can be submitted via Planet Bids project page:

https://www.planetbids.com/portal/portal.cfm?CompanyID=22949

B. Job Walk Site Visit (Voluntary): As a City-Wide service solicitation, facilities are scattered throughout. It is up to each Contractor to inspect these facilities during their normal business hours. However, the City's largest facilities can be inspected after the non-mandatory pre-proposal conference. The site inspections will allow the prospective proposers to become familiar with all conditions that may affect the performance and cost of the contract. Contractors should be familiar with the proposal prior to attending the informational meeting and the job walk.

A map of site locations is available in the solicitation (Attachment D).

5. EVALUATION AND SELECTION CRITERIA

The City will review all submittals and make a recommendation based upon the established evaluation criteria. After the proposals have been evaluated, if necessary, the highest ranked contractors will be interviewed. The City reserves the right to award this contract not necessarily to the contractor with the lowest cost proposal, but to the contractor that provides the best overall match to the service specifications, and which best serves the interest of the City. All contractors submitting a proposal will be notified in writing or via email as to their status in the selection process.

Proposals will be evaluated based on the following criteria:

- A. 25% Qualifications of Entity and Key Personnel Includes the ability to provide the requested scope of services, the contractor's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size and references.
- B. 15% Approach to Providing the Requested Scope of Services Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.
- C. 50% Price Proposal Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Attachment C.
- D. 10% Innovative and/or Creative Approaches Does the proposal seek efficiencies, safety, and other innovative ways to providing the services that provide additional efficiencies or increased performance capabilities.

Local Purchasing Preference: In accordance with Section 12-28.040 of the Salinas Municipal Code, contractors that qualify as a local business enterprise shall receive a credit of ten percent of the total points. If applicable, contractors should fill out and submit Attachment E-Declaration of Local Business Enterprise form.

The City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Contractor or withdraw the RFP.

6. PROPOSAL FORMAT AND CONTENT

So that competing proposals can be compared equally, contractors must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification of your proposal for being nonresponsive.

Proposals should be brief and concise, devoid of extraneous material and promotional information. They should be in sufficient detail to allow a thorough evaluation of the plan of work and its correlated costs.

The proposal must be assembled in the following order, with tabs separating each section:

COVER LETTER - Proposals shall be introduced by a cover letter signed by an individual authorized to bind the proposing entity. This letter should convey the company understanding of the contract scope and deliverables and the approach to successfully perform the required janitorial and porter services. The signature of an authorized representative must appear on the cover sheet of the contractor's proposal. The signature shall be interpreted to indicate the contractor's willingness to comply with all the terms and conditions set forth in this solicitation unless specific written exceptions are noted.

PROPOSAL QUESTIONNAIRE - Provide a signed Questionnaire. Refer to Attachment C1.

QUALIFICATIONS - The information requested in this section should describe the qualifications of the firm

or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 2. A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this RFP.
- 3. For private Proposers, provide at least three references that received similar services from your firm. The City the right of contract any of the organizations or individuals listed. Information provided shall include:
 - o Client Name
 - o Project Description
 - o Project start and end dates
 - o Client project manager name, telephone number, and e-mail address.
- 4. Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.
- 5. Submit a list of contracts that have not been renewed or have been terminated in the past five years. List names, addresses, telephone number and contact persons.
- 6. If contractor or individual is totally or partially owned by another business organization that will be providing services, supplies, material or equipment to contractor or in any manner does business with contractor under this agreement, a detailed statement of the aforementioned should be included in the proposal.

STAFFING - Provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to janitorial services similar in nature. Provide the number of full-time employees and the number of part-time employees performing the janitorial services as of the date of submission of your response to this RFP.

METHODOLOGY SECTION - Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

An implementation plan that describes in detail (i) the methods, including controls by which
your firm or entity manages projects of the type sought by this RFP; (ii) methodology for
soliciting and documenting views of internal and external stakeholders; (iii) and any other
project management or implementation strategies or techniques that the respondent intends to
employ in carrying out the work.

- 2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of this contract.
- 3. Detailed project schedule, a work plan, products, staffing, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
- Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be in order to complete the tasks specified in the Scope of Work.
- 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
- 6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.
- 7. Submit approach and understanding of requirements. Provide a detailed transition plan to begin services within 30 days after contract award.
- 8. Provide a detailed list of type and quantity of equipment that will be utilized at each location in the performance of this contract. The submitted equipment shall be kept current and operating in all facilities at all times for the life of the contract.
- 9. Provide the number of full-time employees and the number of part-time employees performing the janitorial services as of the date of submission of your response to this RFP.
- 10. Detailed written work plan, which shall include the following:
 - a) Backup staffing plan to cover absenteeism, vacations, etc.;
 - b) The number and level of supervisors proposed;
 - c) The type and quantity of equipment to be used per building;
 - d) Submit Employee background check procedures and security procedures.
 - e) Provide an employee handbook or supporting documents that details employment benefits for janitorial employees such as paid holidays, vacation time and accrual rates, health benefits and any additional benefits that are available.
 - f) Provide information on your safety program and how employees are trained.

PRICING PROPOSAL FORM – All Proposers are required to use the form in Attachment C to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

INSURANCE COVERAGE – All Proposers must include in their proposal a written statement acknowledging they can provide all the insurance required in the Insurance Requirements section as

referenced in the attached Certificate of Insurance Requirements Attachment B.

7. DIRECTIONS FOR SUBMITTING THE PROPOSAL

- > Submit one (1) original and three (3) hard copies plus one (1) thumb-drive copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or thumb-drive copy, the original shall control.
- On the outside of your submittal package, indicate the name of the RFP: CITY-WIDE JANITORIAL SERVICES-REQUEST FOR PROPOSALS
- Complete proposals must be submitted in sealed envelopes marked and received no later than 02:00 P.M. (P.S.T) on Friday, July 22, 2022, to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Salinas – City Hall Office of the City Clerk 200 Lincoln Avenue Salinas Ca 93901

RE: CITY-WIDE JANITORIAL SERVICES

This RFP does not commit the City to enter into an agreement or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Salinas. If any proprietary information is contained in the proposal, it should be clearly identified.

8. INQUIRIES

Requests for clarification regarding this RFP must be submitted in writing via Planet Bids' website Q/A tab and received no later than 5 pm on Tuesday, July 5, 2022. Written responses to timely inquiries will be posted on the Planet Bids website's project page as they are received until Friday, July 8, 2022.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

9. DISCRETION AND LIABILITY WAIVER

The City reserves the right to reject all proposals or to request and obtain from one or more contractor's submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals pursuant to the consultant selection criteria.

The City is not liable for costs incurred by contractors for the cost of the proposal. Contractors submitting a response to this RFP waive all rights to protest or seek any legal remedies whatsoever regarding any aspect

of this RFP. All proposals shall be binding for a period of 90 days after the proposal due date. The City also reserves the following rights and options with respect to this RFP:

- To re-issue this RFP with or without change or modification, at any time prior to the City's execution of a Professional Services Agreement pursuant to this RFP;
- To cancel this RFP with or without issuing another request for proposals;
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to the City's execution of a Professional Services Agreement pursuant to this RFP;
- To waive informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal;
- To request modification of some or all of the proposals following evaluation by the City;
- To request clarifications of any proposals;
- To negotiate simultaneously, or otherwise, with one or more Respondents; and
- To discontinue and resume negotiations with one or more Respondents

10. PROPOSERS RESPONSIBILITIES

Square footage is not the primary indicator of required service levels; proposers should fully review the specific performance schedule for each facility listed in Attachment D. By submittal of a proposal, the Contractor acknowledges it has evaluated the required services and can perform such services as indicated in the proposal specifications. The proposer, if awarded the contract, accepts the premises in their present physical condition and agrees to make no demands upon the City for any improvements or alterations thereof.

11. SAMPLE AGREEMENT

For the contractor's information, a sample copy of the standard Services Agreement is included to this RFP as Attachment A. By submitting a proposal, the Contractor agrees to be bound by the requirements under this Agreement.

12. FIDELITY BOND REQUIREMENT

The Contractor shall obtain Fidelity Bonding for all employees performing work under this contract against theft of personal property. Include a copy of bond endorsement affecting such coverage or provide a letter from surety stating that your firm is bondable for the limit required (minimum of \$5,000 per occurrence) if awarded the contract. Said bond must be furnished to the City within ten (10) days after notification of award. Such bond shall either name the City of Salinas as the insured oblige or include an endorsement naming the City of Salinas as an additional oblige and providing for customary property coverage in favor of the City of Salinas. If the Contractor does business as an individual, such Blanket Fidelity Bond shall cover himself or herself also as an individual as a protection to the City.

13. TERM OF THE CONTRACT

The contract entered shall be for three (3) years from the date of City Council approval, with the option of three one-year annual renewal extensions.

Sixty (60) days before the end of the initial term of this contract (from date Council awards initial contract), the Contractor shall advise the City in writing of its intent to extend the term of the contract for an additional term of one-year to commence on the first day following the last day of the initial term and on the same terms and conditions as prescribed for the mutual term, or upon different terms which the Contractor shall specify in writing. The City shall, within thirty (30) days of receipt of such advice, notify the Contractor in writing of its acceptance or rejection of such extension, and if any changes were made in the contract. These provisions regarding extension shall be applicable to each succeeding one-year term if granted.

14. LICENSE REQUIREMENTS

Contractor shall possess a valid City of Salinas business license and the license must be valid prior to award and throughout the term of the Agreement. The contractor is also required to comply with City of Salinas local hiring preference Ordinance 2330, Salinas City Code Chapter 12, Article IV, incorporated herein by reference, with respect to person(s) hired directly by the contractor to all persons hired by the contractor's subcontractor(s). All contractors that qualify must comply with the State of California Property Service Worker Protection Act, (effective January 1, 2018), and register with the Labor Commissioner's Office prior to the RFP due date of Friday, July 22, 2022. For more information concerning this requirement, please visit the Department of Industrial Relations website at:

https://www.dir.ca.gov/dlse/Janitorial_Providers_Contractors.html

15. SUBCONTRACTING

No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the City. Any subcontractor who will provide services shall have successfully passed a background check prior to commencing work. Contractor shall bear the expense of any subcontractor background checks. Any subcontractor that will provide services under this Agreement will be registered and be compliant with the Department of Industrial Relations Property Service Workers Protection Act.

16. GENERAL REQUIREMENTS / PROVISIONS

The contractor is responsible for the cleanliness and sanitation of the building. The description of each service area is to be used as a guideline. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the contractor.

The intent of these specifications is to define the janitorial services requirements for various facilities owned and operated by the City of Salinas included in this agreement. Both the task descriptions and the number of days per year that each task is to be performed are itemized. From that information and a non-mandatory job walk/inspection of each facility except Police and Communications facilities, the potential contractor is required to provide the Monthly Labor Hours and cost per facility, with a total for each on the Price Proposal Form Attachment C. All measurements provided are approximate and should be confirmed by the Contractor.

Notwithstanding any other provisions of this proposal, the Contractor warrants that the services, equipment, and supplies furnished shall be of the best quality as specified.

The City may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the City all information requested for this

purpose.

17. PERFORMANCE STANDARDS

These specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning. Some examples include but are not limited to; floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be cleaned to where all film, smudges, and streaks are removed, and the restroom facilities cleaned and polished to approach the sanitary levels of a hospital.

- 1. It is the objective of the City to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this Agreement. To this end, the City is contracting for the complete performance of each cleaning job as specified in this Agreement. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
- The City's Project Manager or designee shall contact the contractor by cell phone, telephone, fax, or email to notify them of performance issues. The City's Project Manager shall also notify the contractor of written complaint(s) received from building occupants.
 - a. Each site will have its own assigned point of contact for daily communication as required. All Communication with on-site point of contact should also include City Project Manager. Please see Section 20 (Contractor's Responsibilities) sub section C (Supervisor's and Project Manager).
- 3. The City's Project Manager or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the contractor was notified, or a copy of the notification letter and fax record.
- 4. Major problems require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are NOT limited to: toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash not removed, etc. The City's Project Manager or designee shall have authority to classify a complaint as major or minor.
- Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc.
- Failure by the contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this Agreement.
- 7. Proof of performance and adherence to specifications shall be upon the contractor. Support such as test results, technical data, or other pertinent information shall be supplied by the contractor at no cost to the City. The City shall be the sole judge as to the adequacy of supporting documentation.

- 8. Failure to clean an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all of the required nightly, weekly or monthly services as scheduled and outlined in the specifications, the contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the City, at its discretion, may begin default proceedings. The contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the contractor of being charged the deductions or this counting towards the three occurrences. If the contractor does not respond in two hours, the City's Project Manager may exercise the City's right to terminate for default.
- Failure of the contractor to appear on any scheduled workday without the advance approval of the City's Project Manager, or his designee, shall result in the deduction of the total daily cost for that location.
- 10. Contractor's billing shall be done on a timely basis. The successful contractor shall submit monthly invoices for work completed in the previous month.

18. EXPECTATIONS

The contractor shall render the City facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated." This includes timely removal of trash, dirt, dust, cobwebs, and other waste.

Frequency: Janitorial services will vary and shall be provided as noted in Attachment D-Facility Locations and Performance Schedule. The work schedule for completing daily services requirements is defined in the specifications for each location (See Attachment D). The task/frequency schedule indicates the minimum acceptable cleaning frequencies. Janitorial Services shall in no way interfere with the normal work of City employees.

Holidays / Meeting Schedules: There will be certain City holidays on which Contractor may need to provide service. All City facilities are dynamic due to their programmed use; and some locations will require service on holidays, and others will not. Maintenance Services will provide a schedule of which building will require holiday service.

It is expected that the awarded contractor shall be made aware of current meeting schedules, holidays and other work routines within the facility and conduct his/her work in such a manner as to cause no interference with the execution of City business.

Changes: Changes in the areas serviced and/or specifications may be necessary during the term of this agreement. Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Contractor. The City reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are requested, the vendor is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

Deficient Performance: City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction

calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the City's Project Manager to be defective or deficient in any of the requirements shall be remedied by the contractor at the contractor's expense and in a manner acceptable to the City of Salinas.

19. ADHERENCE TO ALL LOCAL, STATE AND FEDERAL LAWS AND REQUIREMENTS

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, and EPA.

20. CONTRACTOR'S RESPONSIBILITIES

A. GENERAL CONDUCT

Contractor shall be responsible for, but not limited to, the following:

- Adherence to schedules
- Maintenance or replacement of cleaning equipment
- Notifying city of any personnel changes
- Training of new personnel

B. KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- If key personnel are not available for work under this contract for a continuous period
 exceeding thirty calendar days or, are expected to devote substantially less effort to the
 work than initially anticipated, the Contractor shall immediately notify the City, and shall,
 subject to the concurrence of the City, replace such personnel with personnel of
 substantially equal ability and qualifications.

C. ON-SITE POINT OF CONTACT AND PROJECT MANAGER

The contractor shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall work with City of Salinas personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. Two working supervisors are required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing contractor's personnel each day.

The Contractor shall designate in writing to the City's Project Manager, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this Agreement. The Contractor's Project Manager shall have the capability to receive complaints by telephone or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 a.m. through 5:00 p.m.

Contractor shall meet in conference with the City's Project Manager or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. (City staff will be responsible for completing weekly inspection reports on all facilities). At a minimum, inspection reports for the previous one- month period shall be reviewed by the City's Project Manager or designee and the Contractor's Project Manager at the first meeting of the following month.

D. BACKGROUND CHECK

The contractor's employees who will work in buildings owned by the City of Salinas shall be required to be cleared through the City of Salinas Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the contractor. Upon receipt of notice of award from City of Salinas Public Works Department, the contractor must supply personnel information within ten (10) working days.

E. HEALTH

All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the contractor allow the use or presence of alcohol or drugs on the premises or in the building.

F. IDENTIFICATION AND UNIFORMS

All personnel shall wear uniforms, furnished by the contractor, at all times during the performance of this work. The contractor's work force shall be neat and clean in appearance and shall wear a uniform with the contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants and be mutually agreed to by the contractor and City. Uniforms will at all times be clean and neat in appearance. Employees shall not wear red or blue colored shirts, shoes, hats or scarfs that are often represented as gang related clothing or accessories. Closed toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement, which is to ensure only authorized contractor's employees are in City facilities.

G. PAYROLL & WAGE REPORT

The minimum pay rate for janitorial service personnel shall not be less than the California minimum

wage rate. Contractor shall complete a Payroll and Wage report in such form as to validate employee's employment with the firm, which shall be made available to the Public Works Director and/or his designee, upon request, concurrent with the monthly invoicing. The monthly payment will not be made until such report, when requested, is received and found acceptable by the Public Works Director and/or his designee.

H. NONDISCRIMINATION

The contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

I. EMPLOYEE LIST

The contractor shall provide to the City's Project Manager or designee an accurate list of all personnel who have any relationship to work performed within the scope of this Agreement, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers' licenses and social security cards. Changes to the list shall be reported, in writing, to the City's Project Manager within one working day. Employees terminated by the contractor shall be reported the same day to the City's Project Manager, unless it is after hours, then the next business morning shall be acceptable.

J. REMOVAL OF STAFF

The City requires the contractor to remove all contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the contractor shall remove that employee from all work under this contract. It is the responsibility of the contractor to provide the proper training for their employees.

K. BACK-UP STAFF

The contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

L. UNAUTHORIZED PERSONNEL

Employees of the contractor shall not be assisted nor accompanied by any individual that is not an employee of the contractor, while performing duties related to the Agreement. This includes friends, children and/or other relatives. Employees of the contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

M. PROHIBITED ITEMS

Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances.

Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

N. CITY & PERSONAL PROPERTY OF CITY PERSONNEL

The contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The contractor shall be responsible to see that contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the contractor's supervisor. The supervisor shall return the item(s) to the City's Project Manager within twenty-four (24) hours.

O. TELEPHONES

Telephones shall not be used by the contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '9-911') and notification to the Salinas Police Department of damage as required in this Agreement. Any calls to numbers other than those above will be considered a violation of this Agreement and grounds for immediate termination.

P. HOURS OF WORK

The contractor shall provide no less than the minimum number of estimated hours per evening as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

Q. SPECIAL SERVICES

In the event special or unusual conditions, the City Staff may require the Contractor to provide additional janitorial or cleaning services not covered by these specifications. Payment will be made at a rate negotiated with the Contractor. These services will be billed as part of the next regularly scheduled Contractor's invoice but will be listed separately on the invoice along with standard contract charges. Orders for special services may be placed orally (in the event of an emergency) or in writing by the City Staff designee. All written orders will describe the service to be provided and will state the negotiated fee which the Contractor will be compensated. Except in the event of an emergency, in no event shall the City be liable to the Contractor for payments for any extra work performed by the Contractor, unless the Contractor performs such work by WRITTEN directive of the City.

R. CARE OF FACILITIES

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor or lead custodian. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, and or in the event that someone blocks the gates from being closed or refuse to leave the facility/restrooms, contact 911. Contractor's employees shall notify the City's Communication Center by dialing 911 and shall then call City's Project Manager, or their designee, immediately. Contractor shall report all required non-emergency repairs by contacting the City's Project Manager, or his designee.

Security: Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the City's Project Manager or his/her designee. All workspaces shall be locked, and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the City to designated contractor employee and shall be returned to the City on demand. Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the contractor is in the space. The contractor is not to block open occupant or exterior doors for any reason. The contractor is not to assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall provide an incident report with photos to document any vandalism, graffiti, and other damages observed during janitorial shift to Project Manager. The Contractor's employees shall report to emergency personnel within twenty-four (24) hours, situations such as: fire, smoke, unusual odors, broken pipes, leaky faucets and valves, or floods, and take appropriate safety measures.

Keys: The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.

Alarm System: Where applicable, the contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

Damages: The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.

Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or

replacements shall be equal to original in all aspects.

Removal of items: The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Salinas in writing.

Energy Conservation: Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures ONLY IN THE AREAS where work is in progress and turning off all lights when work is completed.

S. EMPLOYEE TRAINING PROGRAM

The Contractor's employees shall be trained in the following areas, prior to being assigned to work under this contract:

- 1. Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract;
- 2. Specific location training;
- 3. Contract specification cleaning requirements, including the use of Green Seal certified cleaning products and other methods (micro-fiber clothes, etc.) to reduce the use of chemicals. This training will be performed at each facility. Each employee shall be required to sign a copy of the specifications to acknowledge cleaning requirements;
- 4. All personnel are also required to receive all appropriate safety training in all aspects of custodial/housekeeping operations from the contractor. Records to substantiate these requirements must be made available to the City within 24 hours of a request.

T. SAFETY PROGRAM

The Contractor shall submit to the City, a written safety program and IIPP. This program shall include at a minimum, detailed training procedures in the following:

- 1. Safe work habits:
- 2. Safe use of cleaning chemicals (right-to-know) MSDS Sheets;
- 3. Safe use of cleaning equipment;
- 4. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment;
- 5. Proper handling of hazardous materials and biological waste (blood-borne pathogens);
- 6. Recognizing hazardous or other materials, which are not allowed for use in this contract.

U. SAFETY PROCEDURES

All cleaning chemicals shall be stored in properly labeled containers at all times.

- 1. The Contractor shall provide a floor care procedure using products that meet American Society of Testing Materials (ASTM) and CSMA standards.
- Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the City facilities. Documentation of training completion shall be submitted to the City's Facility Maintenance Supervisor.

V. TOOLS & EQUIPMENT

The contractor shall furnish and maintain all equipment necessary for properly maintaining the City buildings. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment. The City of Salinas reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

W. MATERIALS & SUPPLIES

All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness required under this contract. All cleaning processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned. The City shall have the right to prohibit the use of any process, material, supply or tool which may damage City property, or which may be a risk to employees, the public, or others using City facilities.

The contractor shall provide all other chemicals, supplies, and equipment. All cleaning chemicals and other supplies used by the Custodial/Janitorial Services contractor must be used in accordance with all federal, state, and local laws, comply with Material Safety Data Sheets (MSDS) standards and be used in conjunction with necessary safety equipment. Material Safety Data Sheets (MSDS) must be on-site and available for all chemicals stored and used within a service area on the first day of the contract.

The contractor shall post copies of MSDS (Material Safety Data Sheets) for all chemicals used in each custodial closet in compliance with OSHA Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers. The City would prefer the use of "Green Seal" or other non- hazardous/biodegradable cleaning products in all of its buildings where possible.

The City will supply all toilet paper, paper towels, toilet seat covers, sanitary napkins and disposable bags, hand soap, and urinal screens to the Custodial/Janitorial Services contractor. All supplies remain property of the City and may only be used at the specified site. City shall also provide at its

expense all utilities, including lights, power and water. Contractor shall stock and refill all restroom dispensers, as outlined in this section of the RFP document.

Janitorial closets located in City facilities will be assigned to the Contractor for storing supplies. The closets used by Contractor shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any City janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to City staff, the public, or Contractor's employees. The Contractor will be required to sign out for City supply items. Usage of the City supply items will be closely monitored by the City's Facility Maintenance Supervisor. All products and supplies shall be fully used and any unauthorized usage of City supply items by the Contractor will be grounds for immediate termination of the contract.

X. CLEANING SCHEDULE

- Cleaning shall not start earlier than thirty (30) minutes after the end of normal business hours
 as related to each facility (see specific information on hours for each location listed in
 Attachment D). These times are subject to change under the direction of the City's Project
 Manager.
- 2. The Contractor shall provide the City's Project Manager a monthly schedule showing the estimated number of labor-hours, date to be accomplished, and task to be performed, to accomplish the contract requirements.
- In the event an evening meeting is being conducted in a facility, the Contractor shall be responsible for proper cleaning of the used area, provided the meeting ends by 11:00 p.m. All cleaning shall be completed before the start of next normal business day.
- 4. The Contractor shall maintain a schedule for floor stripping, waxing, carpet cleaning and hot water extraction for all City facilities and provide to the City's Project Manager a copy of the monthly completed and scheduled work on the first workday of every month.
- 5. Contractor shall notify the City Forty-Eight (48) hours in advance when floors or carpets are being cleaned so items can be removed from the floors.
- 6. The Contractor shall maintain a schedule for quarterly interior and exterior window washing and provide to the City's Facility Maintenance Supervisor a copy of the scheduled work a minimum of 2 weeks in advance, and a copy of the quarterly completed work on the first workday.

21. DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR

The successful contractor(s) shall submit the following items to the City within thirty (30) days of initiation of the contract award:

 Complete work schedule for weekly, monthly, quarterly, semi-annual and annual services for all facilities. Schedule shall include set day and location for monthly review meetings with the City's designee;

- B. Schedule of all employees of the Contractor and the buildings to which they are assigned, along with the labor-hours to perform the required work at each building;
- Copy of the current Material Safety Data Sheet (MSDS) for all chemicals that will be used in the performance of the contract;
- D. List of all cleaning products (brand names) to be utilized, how each will be used, and the Green Seal Standards (if applicable) that are met;
- E. Documented list of employee training programs showing that all employees have been trained according to specifications of the proposal prior to the commencement of the contract;
- F. Enter into a Services Agreement with the City of Salinas (form provided in Attachment A). The Agreement will be submitted to City Council for execution with the award of the contract.

(Items G through K are required within then (10) working days from notice of award)

- G. City of Salinas business license.
- H. Proof of Contractor's current registration with the State Department of Industrial Relations and it's in compliance with all provisions of the Property Service Workers Protection Act, California Labor Code Sections 1420-1434.
- Copy of Certificate of Insurance which shows compliance with the attached requirements and naming the City of Salinas as an additional insured (see Attachment B for detailed insurance requirements).
- J. Provide a completed and signed W-9 form for your company.
- K. Employee Dishonesty Insurance (Fidelity Bond). Contractor shall provide Employee Dishonesty Insurance including a Third-Party Fidelity/Crime Bond covering City of Salinas property in the care, custody or control of the Contractor with a liability limit of not less than \$50,000.

22. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and contractor, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If contractor believes any communication contains trade secrets or other proprietary information that the contractor believes would cause substantial injury to the contractor's competitive position if disclosed, the contractor shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Contractor may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if contractor requests that the City withhold from disclosure

information identified as confidential, and the City complies with the contractor's request, shall assume all responsibility for any challenges resulting from the non- disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the contractor information), and pay any and all costs and expenses related to the withholding of contractor information. contractor shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any contractor information. If contractor does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

23. EX PARTE COMMUNICATIONS

Contractor and contractors' representatives should not communicate with the City Council members about this RFP. In addition, contractors and contractors' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the submitting questions on the City's Planet Bids bid portal regarding this RFP until after Agreement Award. Contractors and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "contractor" or "contractors' representative" includes all of the contractor's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the contractor's proposal, and any individual or entity who has been requested by the contractor to contact the City on the contractor's behalf. Contractors shall include the Ex Parte Communications form with their proposals certifying that they have not had or directed prohibited communications as described in this section.

24. CONFLICT OF INTEREST

The contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The contractor further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

25. CONDITIONS TO AGREEMENT

The selected contractor will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Attachment A to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services.

26. DISQUALIFICATION QUESTIONNAIRE

Contractors shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a contractor, any officer of a contractor, or any employee of a contractor who has a proprietary interest in the contractor, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a contractor, any officer or employee of such contractor, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Attachment C-2.

27. LIQUIDATED DAMAGES

Once the work has commenced, should the contractor fail to perform, as specified, the services required and agreed to, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, contractor shall agree to the following liquidated damages:

- Should trained personnel not report to provide the services required by the contract, the City will
 incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per
 occurrence will be deducted from payments due the on the Contract or Contractor will be notified
 of the assessment of liquidated damages in writing within twenty-four (24) hours of failure to report.
- 2. Should Contractor fail to perform under the terms of the contract, the City will incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the City will incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will be deducted from payments due the Contractor.
- Liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will
 continue to be deducted from payments due the Contractor until the performance failure is
 remedied.

Liquidated Damages: Failure of the Contractor to respond to problems referred to them by the City within the time limits established above shall result in the following deductions from invoiced payments:

- 1. Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building;
- Minor problems not responded to within the established time limits will result in a deduction of one
 (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at
 the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that
 location);
- 3. Nonperformance deductions shall be equal to 100% of the monthly charge for the missed facility;
- 4. Continued reporting of major and minor compliance failures of 5 or more for any month will result in a 10% deduction of the total monthly contract cost;

5. Inspection reports (completed by City staff) for a one-month period will be reviewed at the first meeting of the following month. Should these inspection reports indicate an overall unsatisfactory rating for the prior month; the City will impose a 10% deduction of the total monthly contract cost on the next payment. (Inspection reports will be discussed weekly between the Contractors' Project Manager and the City's Project Manager or designee such that the Contractor will be informed by the City of the aforementioned process.

These liquidated damages are intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

ATTACHMENT A – SAMPLE AGREEMENT

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS AND XXX

THIS AGREEMENT is executed this day of, 201_, ("Agreement" or "Contract") between the City of Salinas, a California Charter city and municipal corporation (hereinafter "City") and [] (Hereinafter "Contractor").
IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:
1. Scope. Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services:
2. Timeliness. Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. Term. The work under this Agreement shall commence date of start of work and shall be completed by date of end of work unless City grants a written extension of time as set forth in Section 2 above.
4. Payment. City agrees to pay, and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. Meet & Confer. Contractor 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 City to insure timely and adequate performance of this Agreement.
6. Insurance. Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in hereto in Exhibit

7.

Indemnification. Contractor shall hold harmless, defend at its own expense, and

indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor,

anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

- 8. **Licensing.** Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.
- 9. **Termination.** City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.
- 10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
- 11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.
- 12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.
- 13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 14. **Counterparts.** This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
- 15. **Laws.** Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations, including all Department of Industrial Relations' State Labor law requirements. 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.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

ATTACHMENT B – INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form 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 \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: The Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, 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.

Other Insurance Provisions

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

- 1. The City, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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).
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO 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 Contractor's insurance and shall not contribute with it.

- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
- 4. A copy of the claims reporting requirements must be submitted by Contractor to the City.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor'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

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

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

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.

ATTACHMENT C - PRICING PROPOSAL FORM

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in this RFP. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of three (3) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for All Urban Consumers in area: San Francisco-Oakland-San Jose, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

BUIL	LDING	LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
A. L	IBRARIES				
A1	Cesar Chavez Library	615 Williams Road, 93905			
A2	John Steinbeck Library	350 Lincoln Ave, 93901			
	To	OTAL ANNUAL COST FOR	LIBRARIES		

BUIL	DING	LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
B. F	RECREATION CENTERS				
B1	Bread Box Recreation Center	745 S. Sanborn Road, 93905			
B2	Central Park Recreation Center	420 Central Avenue, 93901			
В3	El Dorado Recreation Center	1655 El Dorado Drive, 93906			
B4	Salinas Recreation Center	320 Lincoln Avenue, 93901			
B5	Fire House Recreation Center	1330 E. Alisal Street, 93905			
В6	Sherwood Recreation Center	940 North Main Street			
	TOTAL ANNUA	L COST FOR RECREATIO	N CENTERS		

BUIL	DING	LOCATION	MONTHLY LABOR HOURS	MONTHLY COST	ANNUAL COST
C. C	ITY FACILITIES				
C1	Maintenance Yard	426 Work Street, 93901			
C2	Train Station	11 Station Place, 93901			
C3	City Hall Rotunda	200 Lincoln Avenue, 93901			
C4	Permit Center	65 West Alisal Street, 93901			
C5	Salinas Municipal Airport	Multiple Locations			
C6	Sherwood Hall	940 N. Main Street, 93906			
C7	City Park Restrooms (Nightly gate locking / Daily restroom cleaning)	Various Locations			
	TOTAL ANNUA	L COST FOR OTHER CITY	FACILITIES		

ATTACHMENT C-1 – QUESTIONNAIRE

In addition to the written proposal that demonstrates the Contractor's understanding of the RFP, each Proposal shall also include responses to the questions below.

Brochures and advertisements will not be accepted as a direct response to the questionnaire. A qualifying proposal must address all items. Incomplete questionnaires may be rejected.

- 1) What sets your company apart from the rest? Why should City of Salinas utilize the services from your organization? 2) Describe your firm's qualifications to provide the service specified in this RFP. Provide the firm's vision and mission statements, and key services offered. 3) What are some of your firm's professional affiliations and accreditations? 4) Is your company, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution. 5) Has your organization ever failed to complete any work awarded to it? 6) What will be the mode of communication between onsite staff, shift leads, management and City of Salinas staff? 7) What will be the corrective action procedure to ensure that problems are solved quickly and not repeated? 8) Describe your firm's established "proactive" Quality Control program that you will be providing to the City to ensure a high level of performance is maintained on a consistent basis. Include any examples of forms currently being utilized and their particular function/use.
- 10) Will there be a dedicated site/account supervisor and what will be the duties and responsibility of this

9) Provide details on how your firm will meet the requirements of California Labor Code 1060-1065 Displaced Janitor Opportunity Act. How many employees do you plan to hire or retain to provide the services

specified in this RFP?

position? Will that person be responsible for other accounts/cont

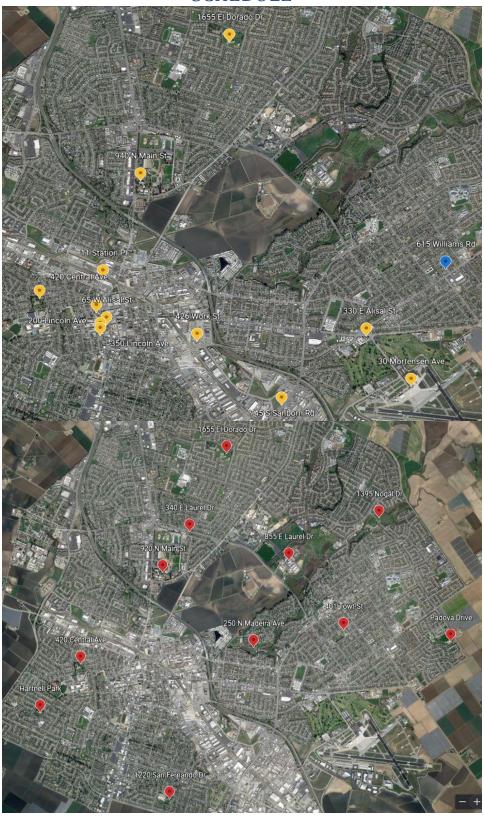
- 11) How will your organization handle shortages in staffing levels as a result of vacations, illness, terminations, etc.?
- 12) Include a summary of your firm's training and injury/illness prevention and safety programs.
- 13) Is your firm planning to subcontract portions of the work? Yes No If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted in each case.
- 14) Please provide a detailed list of the equipment that will be used to complete the requirements of this contract. Will there be equipment stored on site to perform the day-to-day duties?
- 15) What chemicals will be used in the course of cleaning? Please provide a detailed list of the product and their purpose. Do any of these chemicals conform to green cleaning methods as described in Green Seal Standards and the U.S. Green Building Council?

ATTACHMENT C-2 – DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire and submit with Proposal:

interest in the Contractor, ever b	of the Contractor, or any employee of the Cobeen disqualified, removed, or otherwise probal government project because of a violation	revented from bidding on, or
Yes	No	
If the answer is yes, explain the c	circumstances in the following space.	
	_	Signature of Contractor

ATTACHMENT D: FACILITY LOCATIONS AND PERFORMANCE SCHEDULE



A1 Cesar Chavez Library, 615 Williams Road

Approximately 25,000 square feet consisting of public library area, staff's work areas, and general office space and meeting rooms, and five (5) restrooms.

Normal Operating Hours: 10:00am to 8:00pm depending on day of the week

Days of Service: Six Days a Week

Monday, Tuesday, Wednesday, Thursday, Friday, Saturday

- Restrooms and General Daily Services: Six days a week, Monday thru Saturday.
- Carpet (including area rugs) Vacuuming: Three days a week: Monday, Wednesday, Friday.
- On Tuesday and Thursday of each week an additional restroom service is to be provided at approximately 1:30pm.

Daily Service to Include the Following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean title walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, bookshelves, tables and computer stations in the general public areas, etc.
- Empty all waste baskets and food waste receptacles. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes, and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces.
- Weekly, place recycle bins outside for pickup.
- Inspect towel dispenser batteries and change batteries if needed.
- Inspect kitchen and clean sink, counter tops, and floor as needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard surface floors throughout the library.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.

- Clean air supply and exhaust fans/vents in office area and restrooms.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and clean all non-fabric window coverings.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any semi-annual services. All semi-annual services are to be performed outside of normal hours
 of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all the carpet throughout the library using an extraction method, including area rugs.
- Provide a crew and all necessary equipment and materials to clean ALL upholstered furniture and treat with Scotch-Guard.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time, clean all non-fabric window coverings.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Annual Services:

• Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any annual services. All annual services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.

A2 Steinbeck Library, 350 Lincoln Avenue

Approximately 28,770 square feet consisting of public library areas, staff's work areas, and six restrooms.

Normal Operating Hours: 10:00am to 8:00pm depending on day of the week

Days of Service: Six Days a Week

Monday, Tuesday, Wednesday, Thursday, Friday, Saturday

- Restrooms and General Daily Services: Six days a week, Monday through Saturday.
- Carpet Vacuuming: Three days a week. Monday, Wednesday, Friday.
- Additional restroom service is to be provided six days a week, Monday thru Saturday, at approximately 3:30 pm.

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, bookshelves, tables and computer stations in the general public areas, etc.
- Empty all waste baskets and food waste receptacles. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop, as needed, not less than twice a week, all non-carpeted floors.

- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces.
- Weekly, place recycle bins outside for pickup.
- Inspect towel dispenser batteries and change batteries if needed.
- Inspect kitchen and clean sink, counter tops, and floor as needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Give City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean, strip, and wax all hard surface floor throughout the library.
- Provide a crew and all necessary equipment and materials to machine scrub the hard surface floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any semi-annual services. All semi-annual services are to be performed outside of normal hours
 of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all the carpet throughout the library using an extraction method including area rugs.
- Provide a crew and all necessary equipment and materials to clean ALL upholstered furniture and treat with Scotch-Guard.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B1 Bread Box Recreation Center, 745 S. Sanborn Road

Approximately 5,570 square feet consisting of a recreation center, fine arts & teen lounge, office spaces, and two restrooms.

Normal Operating Hours: 8:00 am to 10:00 pm

Days of Service: Five Days a Week

Monday, Tuesday, Wednesday, Thursday, Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacles. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp Mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets (including area rugs)
- Place recycle bins outside for pickup weekly.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

General Weekly Services at the Fine Arts & Teen Lounge and Offices:

- Vacuum upholstered surfaces and carpets (including area rugs).
- Empty waste receptacles.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any quarterly services. All quarterly services are to be performed outside of normal hours of
 operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extradition method.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside
 and outside and at the same time to clean all non-fabric window coverings.

B2 Central Park Recreation Center, 420 Central Avenue

Approximately 1,400 square feet consisting of a recreation center, two restrooms and kitchen.

Normal Operating Hours: 12:00 pm to 5:30 pm

Days of Service: Three Days a Week

Monday, Wednesday, Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.

- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Inspect kitchen and clean as needed sink, counter tops, oven, and floor.
- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacles. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets including area throw rugs.
- Place recycle bins weekly outside for pickup.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- · Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any quarterly services. All quarterly services are to be performed outside of normal hours of
 operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard floor surfaces in the Kitchen area and Multipurpose Room.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any semi-annual services. All semi-annual services are to be performed outside of normal hours
 of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extraction method.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B3 El Dorado Recreation Center, 1655 El Dorado Drive

Approximately 3,397 square feet consisting of a recreation center, staff work areas, two restrooms, and kitchen.

Normal Operating Hours: 8:00 am to 9:00 pm

Days of Service: Five Days a Week

Monday, Tuesday, Wednesday, Thursday, Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Inspect kitchen and clean as needed sink, counter tops, oven, and floor.
- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacle. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets including area rugs.
- Weekly, place recycle bins outside for pickup.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any quarterly services. All quarterly services are to be performed outside of normal hours of
 operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard floor surfaces in the office area and multi-purpose room.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services are to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extraction method.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B4 Salinas Recreation Center, 320 Lincoln Avenue

Approximately 16,207 square feet consisting of a recreation center, gymnasium, office space, three restrooms and one kitchen.

Normal Operating Hours: 8:00 am to 9:00 pm

Days of Service: Five Days a Week

Monday, Tuesday, Wednesday, Thursday, Friday

For ten weeks mid-January through March, Sunday service will also be required.

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacle. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets including area rugs.
- Weekly, place recycle bins outside for pickup.
- Inspect kitchen and clean as needed sink, counter tops, oven, and floor.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- · Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard surface floors in the main lobby and kitchen.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.
- Clean all glass inside and out in main office area and lobby area.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any semi-annual services. All semi-annual services to be performed outside of normal hours of
 operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extraction method.
- Clean and wax the floor in the gymnasium.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B5 Fire House Recreation Center, 1330 E. Alisal Street

Approximately 11,244 square feet consisting of a recreation center, staff work areas, four restrooms and one kitchen.

Normal Operating Hours: 8:00 am to 9:00 pm

Days of Service: Five Days a Week

Monday, Tuesday, Wednesday, Thursday, Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.
- Stock sanitary pad containers.

General Daily Services:

- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, etc.
- Empty all waste baskets/replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets including area rugs.
- Weekly, place recycle bins outside for pickup.
- Inspect kitchens and clean as needed sink, counter tops, oven, and floor.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- · Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any quarterly services. All quarterly services to be performed outside of normal hours of operation
 of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard floor surfaces in the Front Office, Hallway area, Multi-Purpose Room, and Meeting Room.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any semi-annual services. All semi-annual services to be performed outside of normal hours of
 operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extraction method.

 Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

B6 Sherwood Recreation Center, 920 North Main Street

Approximately 11,244 square feet consisting of a recreation center, gymnasium, workout room, office space, community room, four restrooms, and one kitchen.

Normal Operating Hours: 8:00 am to 9:00 pm

Days of Service: One Day a Week

Friday

Weekly Services:

- Provide a crew and all necessary equipment and materials to clean and scrub the gymnasium floor
- Turn on all faucets and allow water to run.
- Flush all toilets.

C1 Maintenance Yard, 426 Work Street

Approximately 3,397 square feet consisting of general office space and three restrooms.

Normal Operating Hours: 7:30 am to 5:00 pm

Days of Service: Five Days a Week

Monday, Tuesday, Wednesday, Thursday, and Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, windowsills, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacle. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Damp mop as needed, not less than twice a week, all non-carpeted floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces and carpets.
- Weekly, place recycle bins outside for pickup.
- Inspect towel dispenser batteries and change batteries if needed.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.

- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard floor surfaces in the Front Office area and Meeting Room.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

 Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

C2 Train Station, 11 Station Place

Approximately 5,000 square feet consisting of office space and four restrooms.

Normal Operating Hours: 10:00 am to 8:00 pm

Days of Service: Seven Days a Week

Daily service to include the following:

Public Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.
- Inspect towel dispenser batteries and change batteries if needed. Contractor to provide batteries.

Lobby Area:

- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop lobby hard surface floors.
- Wet mop lobby hard surface floors.
- Clean glass inside and out on glass doors at main building entrances.

Weekly services to include the following:

- Sweep and dust mop office hard surface floors.
- Wet mop office hard surface floors.
- Empty all wastepaper receptacles and food waste receptacles. Replace clean liners as necessary.
- Clean staff restroom per above specification.
- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard floor surfaces in the Front Office area and Meeting Room.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any semi-annual services. All semi-annual services to be performed outside of normal hours of
 operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Machine scrub all hard surface floors.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

C3 City Hall and Rotunda, 200 Lincoln Avenue

Approximately 50,000 square feet consisting of office space, ten restrooms and one kitchen.

Normal Operating Hours: 8:00 am to 8:00 pm

Days of Service: Seven Days a Week

Daily service to include:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- · Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.
- Inspect towel dispenser batteries and change batteries if needed. Contractor to provide batteries.

General Daily Services:

- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all non-carpeted floors.
- Empty all wastepaper receptacles and food waste receptacles. Replace clean liners as necessary
- Wet mop as needed, not less than twice a week, all non-carpeted floors.
- Clean glass inside and out on glass doors at main building entrances.
- Dust flat surfaces.
- Vacuum carpeted areas.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment to machine scrub the tile floors in the restrooms.
- Clean air supply and exhaust fans/vents in office area and restrooms.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any semi-annual services. All semi-annual services are to be performed outside of normal hours
 of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside
 and outside and at the same time to clean all non-fabric window coverings.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets including throw rugs using extraction method.

C4 Permit Center, 65 W. Alisal Street

Approximately 29,807 square feet consisting of office space, six restrooms and two kitchens.

Normal Operating Hours: 8:00 am to 6:00 pm

Days of Service: Five Days a Week

Monday, Tuesday, Wednesday, Thursday, and Friday

Daily service to include the following:

Restrooms:

- Empty all wastepaper receptacles and replace clean liners as necessary.
- Empty any other waste receptacles in restrooms.
- Polish all metal and mirrors.
- Clean and disinfect washbasins, toilet bowls and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution; clean tile walls and toilet partitions.
- Clean all dispensers.
- Refill soap, towel, tissue and seat cover dispensers.

General Daily Services:

- Dust office furniture, counter tops, ledges, handrails, picture frames, telephones, etc.
- Empty all waste baskets and food waste receptacle. Replace liners in wastebaskets only as needed.
- Spot-clean walls, glass, doors, doorframes and partitions.
- Sweep and dust mop all hard surface floors.
- Mop as needed, not less than twice a week, all floors.
- Empty shredders and recycle containers into the correct recycle bins.
- Vacuum upholstered surfaces.
- Weekly, place recycle bins outside for pickup.
- Inspect kitchen and clean as needed sink, counter tops, oven, and floor.
- Inspect towel dispenser batteries and change batteries if needed. Contractor to provide batteries.
- Vacuum carpet twice weekly.
- Clean glass inside and out on glass doors at two main building entrances.

Weekly Services:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.

- Inspect/Replace waterless urinal cartridges.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Clean air supply and exhaust fans/vents in office areas and restrooms.
- Clean all interior glass inside and out and all glass inside and out at two main entrances to the building.
- Provide a crew and all necessary equipment to clean, strip, and wax all hard surface floors.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any semi-annual services. All semi-annual services to be performed outside of normal hours of
 operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets and throw rugs using extraction method.
- Provide a crew and all necessary equipment and materials to wash all exterior windows inside and outside and at the same time to clean all non-fabric window coverings.

C5 Salinas Municipal Airport (Multiple Locations)

TERMINAL BUILDING, 30 Mortensen Avenue

Approximately 1,630 square feet consisting of lobby area and restrooms.

Normal Operating Hours: Seven days a week Monday thru Friday: 8:00 am to 5:00 pm Saturday and Sunday: 8:00 am to 4:00 pm

Days of Service:

• Restrooms & Lobby: Seven Days a Week

Daily service to include the following:

Restrooms (Seven Days a Week):

- Empty all waste-paper receptacles and replace liners as needed.
- Empty sanitary waste receptacles in restroom.
- Spot-clean doors as needed.
- Clean and disinfect washbasins, toilet bowls, and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution.
- Clean all dispensers, mirrors, tile walls, and partitions.
- Refill soap, towel, tissue, and seat cover dispensers.

Lobby (Seven Days a Week):

- Dust lobby furniture and counter tops.
- Empty all waste baskets and food waste receptacle. Replace liners as needed.
- Spot-clean walls, glass/wood doors, and doorframes.
- Sweep and dust mop vinyl floors and stairs.
- Damp mop vinyl floors and stairs (Three Days a Week and Spot Clean as needed).
- Vacuum door mats.
- Clean/disinfect drinking fountain.

Weekly service to include the following:

Restrooms:

- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean ledges and windowsills.

Lobby:

- Dust windowsills, picture frames, and clean/disinfect handrails.
- Empty recycle containers into the correct recycle bins.
- Wipe down furniture with neutral cleaner.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Quarterly Services:

• Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any quarterly services. All quarterly services to be performed outside of normal hours of operation of City facilities. In no event shall services interrupt normal activities at City facilities.

Restrooms:

- Machine scrub tile floors.
- Clean all windows surfaces inside/outside and exhaust fans cover.

Lobby:

- Clean all windows surfaces inside/outside and air supply vents.
- Dust fire suppression lines and remove cobwebs inside and outside.

BUILDING 240, 240 Mortensen Avenue

Approximately 1,235 square feet consisting of lobby, breakroom, and restrooms areas.

Normal Operating Hours: 8:00 am. to 6:00 pm.

Days of Service:

Restrooms: Three days a week. Monday, Wednesday, Saturday. Lobby: Three days a week. Monday, Wednesday, Saturday. Breakroom: Three days a week. Monday, Wednesday, Saturday.

Daily service to include the following:

Restrooms (Three Days a Week):

- Empty all wastepaper receptacles and replace liners as needed.
- Empty sanitary waste receptacles in restroom.
- · Clean and disinfect washbasins and toilet bowl.
- Disinfect underside and tops of toilets.
- · Clean floors with germicidal solution.
- Clean all dispensers, mirrors, vinyl walls, and doors.
- · Refill soap, tissue, and seat cover dispensers.

Lobby (Three Days a Week):

- Dust lobby furniture and counter tops.
- Spot-clean glass doors and doorframes.
- Vacuum carpet.

Breakroom (Three Days a Week):

- Empty all wastepaper receptacles and food waste receptacle. Replace liners as needed.
- Sweep and dust mop all linoleum floors.

- Damp mop linoleum floors.
- Clean/disinfect kitchen sink and counter.
- Refill towel dispensers.

Weekly service to include the following:

Lobby:

- Dust windowsills, picture frames, and clean/disinfect handrails.
- Disinfect all doorknobs, desks, keyboards, phones, etc.

Breakroom:

- Inspect towel dispenser and change batteries if needed.
- Empty recycle containers into the correct recycle bins.

Quarterly Services:

Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
any quarterly services. All quarterly services to be performed outside of normal hours of
operation of City facilities. In no event shall services interrupt normal activities at City facilities.

Restrooms:

Clean exhaust fans cover and Scrub linoleum floors.

Lobby:

- Clean all windows surfaces inside/outside, air supply vents, and dust blinds.
- Machine scrub or scrub linoleum/tile floors.

Breakroom:

Scrub linoleum floor.

Semi Annual Services:

Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
any semi-annual services. All semi-annual services to be performed outside of normal hours of
operation of City facilities. In no event shall services interrupt normal activities at City facilities.

Lobby:

 Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets including throw rugs using extraction method.

Airport Office, 342 Airport Boulevard

Approximately 2400 square feet consisting of conference room, breakroom, restrooms and general office space.

Normal Operating Hours: 8:00 am. To 5:00 pm.

Days of Service: Two Days a Week

Tuesday and Friday

Office:

- Clean/Disinfect counter tops (front office-public counters), doorknobs, desks, keyboards, phones, etc.
- Empty all waste baskets and replace liners as needed.
- Spot clean walls and doors as needed.
- Clean/Disinfect kitchen sink and counter.
- Damp mop linoleum floors.
- Dust office furniture, counter tops, ledges, windowsills. Picture frames, telephones, etc.

- Vacuum carpet.
- Empty shredders and recycle containers into the correct recycle bins.
- Clean glass doors (entrance, conference room, and Manager's office).

Restrooms:

- Empty all waste-paper receptacles and replace liners as needed.
- Empty sanitary waste receptacles in restroom.
- Spot clean doors as needed.
- Clean and disinfect washbasins, toilet bowls, and urinals.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution.
- Clean all dispensers, mirrors, tile walls, and partitions.
- Refill soap, towel, tissue, and seat cover dispensers.
- Inspect towel dispenser and automatic air freshener, change batteries/cartridges if needed.
- Clean ledges and windowsills.

Breakroom:

- Empty all wastepaper receptacles and food waste receptacle. Replace liners as needed.
- Sweep and dust mop all linoleum floors.
- Damp mop linoleum floors.
- Clean/disinfect kitchen sink and counter.
- Refill towel dispensers.

Quarterly Services:

Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
any quarterly services. All quarterly services to be performed outside of normal hours of operation
of City facilities. In no event shall services interrupt normal activities at City facilities.

Restrooms:

- Machine scrub tile floors. Machine scrub or scrub shower wall and floor.
- Clean all window surfaces inside/outside and exhaust fans cover.

Offices:

Clean all windows surfaces inside/outside, air supply vents, and dust blinds.

Breakroom:

• Scrub linoleum floor.

Semi Annual Services:

Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
any semi-annual services. All semi-annual services to be performed outside of normal hours of
operation of City facilities. In no event shall services interrupt normal activities at City facilities.

Offices:

 Provide a crew and all necessary equipment and materials to clean all wall-to-wall carpets including throw rugs using extraction method.

Restrooms:

Machine scrub or scrub shower wall and floors.

SOUTHSIDE RESTROOMS, 1545 & 1595 Moffett Street

Approximately 256 square feet consisting of restrooms.

Normal Operating Hours: 24 hours

Days of Service: Three Days a Week Monday, Wednesday, Saturday

Daily service to include the following:

Restrooms (Three Days a Week):

- Empty all wastepaper receptacles and replace liners as needed.
- Empty any other waste receptacles in restrooms.
- Clean and disinfect washbasins and toilet bowl.
- Disinfect underside and tops of toilets.
- Clean floors with germicidal solution.
- Clean all dispensers, mirrors, and tile walls.
- Refill soap, towel, tissue and seat cover dispensers.
- Stock sanitary pad containers.

Weekly Services:

- Inspect towel dispenser and automatic air freshener change batteries/cartridges if needed.
- Clean windowsills and remove cobwebs.
- Disinfect all doorknobs.

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any quarterly services. All quarterly services to be performed outside of normal hours of operation
 of City facilities. In no event shall services interrupt normal activities at City facilities.
- Clean all window surfaces inside/outside and exhaust fans cover.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any semi-annual services. All semi-annual services to be performed outside of normal hours of
 operation of City facilities. In no event shall services interrupt normal activities at City facilities.
- Machine scrub or scrub linoleum/tile floors.

C6 Community Center / Sherwood Hall, 940 N. Main Street

Approximately 46,825 square feet consisting of a multipurpose auditorium, 4 dressing rooms with restrooms, 6 sets of restrooms (this includes 2 sets of restrooms in the community center side) and one unisex restroom for guest use and a commercial kitchen. The contractor selected to work at this site must have verifiable, hands-on experience operating a motorized retractable seating unit.

The auditorium can seat approximately 450 people for banquets, conferences or similar events. For stage events the auditorium can seat up to 1,500 people. The auditorium has a motorized retractable seating unit. The requirements for each event and the overall frequency of events will vary.

Prior to each event, the contractor will be required to:

• Set up per written direction. A set up could include moving the motorized seating unit and performing the necessary work to make the unit useable. Setting tables and chairs in the auditorium, lobbies, and meeting rooms in the Community Center as required.

After each event, contractor will be required to:

- Perform a thorough cleanup, which will include vacuuming the entire seating unit, balcony seating
 and carpet and dust mopping the stage. In the case of an open floor event the floor must be
 thoroughly dust mopped and damp mopped.
- Wipe down and properly store all tables and chairs used at the event.
- Thorough cleaning of all restrooms, mopping of all hard floor surfaces along with vacuuming and spot cleaning of all carpet surfaces. If the kitchen and/or bar was used for the event, a thorough

cleaning of the kitchen and/or bar. Removal of all fingerprints and smudges on all the entry doors to Sherwood Hall.

Normal Operating Hours: Varies

Days of Service: Varies

Quarterly Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any quarterly services. All quarterly services are to be performed outside of event hours. In no
 event shall services interrupt normal activities at City facilities.
- Clean, polish, and disinfect all brass or shiny door hardware railings.

Semi Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing any semi-annual services. All semi-annual services are to be performed outside of event hours. In no event shall services interrupt normal activities at City facilities.
- Clean the inside and outside of all windows and doors throughout Sherwood Hall.
- Clean using the extraction method all carpeting throughout Sherwood Hall.
- Machine scrub all hard surface floor in all restrooms throughout Sherwood Hall.

Annual Services:

- Contractor to give the City of Salinas a minimum of 10 days advance notice before performing
 any annual services. All annual services are to be performed outside of event hours. In no event
 shall services interrupt normal activities at City facilities.
- Clean, strip and wax all hard floor surfaces throughout Sherwood Hall.
- Clean using the extraction method all carpeting in the retractable seating unit.

C7 CITY PARK RESTROOMS, Various Locations

13 sets of restrooms at various City parks to be locked and/or cleaned at dusk. (In the event someone refuses to leave the restroom, Call 911)

Normal Operating Hours: Dawn to Dusk

Days of Service: Seven days a week including holidays

- Cesar Chavez Park, 250 N. Madeira Ave
- Natividad Creek Park, 1395 Nogal Drive
- Sherwood Park, 920 N. Main Street
- Closter Park, 401 Towt Street (2 sets of restrooms)
- Central Park, 420 Central Avenue
- Veterans Memorial Park, 855 E. Laurel Drive
- El Dorado Park, 1655 El Dorado Drive (2 sets of restrooms)
- Laurel Park, 340 E. Laurel Drive
- Hartnell Park, 725 W. Acacia Street
- Claremont Manor Park, 1220 San Fernando Drive
- Monte Bella Community Park, 1601 Monte Bella Blvd.

Park Gates to be locked at dusk:

- El Dorado Park weekends only
- Monte Bella Community Park
- Dog Park at Natividad Creek
- McKinnon Park

Daily restroom service to include the following:

- Scrub all toilets, urinals, sinks, and dispensers Use Cleaner and hose down and squeegee floor
- Lock doors

ATTACHMENT E: DECLARATION OF LOCAL BUSINESS ENTERPRISE FORM



Business Information (All information must be completed) (Please type or print clearly in ink)

Business Name:	
Business Address:	
Local Business Office Address: _	, Salinas, California
City of Salinas Business License I	Number:
No. of Employees:	No. of Full-Time Employees in Salinas
Current on all City of Salinas taxe	s, fees, assessments, and fines? □ Yes □ No
Currently subject to enforcement	action by the City or in litigation with the City? □ Yes □ No
Year began doing business withir	the city of Salinas:
the newly established business	ng business within the city of Salinas less than one year): is owned by an individual(s) formerly employed by a local of the second of the sec
Salinas Municipal Code shall so cert listed in Salinas Municipal Code sec be required to submit such declara Purchasing Officer if there is any ch of the preference. The City shall no	usiness enterprise as defined in Article III-A of Chapter 12 of the ify in writing under penalty of perjury that they meet all the criteria ction 12-28.020, subsection (d). A local business enterprise shall tion on an annual basis and shall immediately notify the City's ange in circumstances which would disqualify it from application of the responsible or required to verify the accuracy of any such iscretion to determine if a person meets the definition of "local"
	CERTIFICATION
application is true and correct to certify that all the information pr I am representing meets all of the 28.020, subsection (d) for a "local content of the	ge or older and the information contained in the foregoing the best of my knowledge. Under penalties of perjury, lovided herein is correct and that the business enterprise the criteria set forth in Salinas Municipal Code section 12 cal business enterprise." I declare that I am authorized to be behalf of myself and the organization described above
Signature	Date

DocuSign Envelope ID: BD83FE56-4BFA-4CDC-9CEE-4BFC35A6B39C

Attachment C

Estrada Janitorial Service

ATTACHMENT C - PRICING PROPOSAL FORM

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in this RFP. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of three (3) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for All Urban Consumers in area: San Francisco-Oakland-San Jose, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

BUII	LDING	LOCATION MONTHLY LABOR HOURS		MONTHLY	COST	
A. L	IBRARIES					
A1	Cesar Chavez Library	615 Williams Road, 93905	195	\$6,975	83,700	
A2	John Steinbeck Library	350 Lincoln Ave, 93901	253	\$8,860	\$106,320	
	1	OTAL ANNUAL COST FO	R LIBRARIES	\$19	0,020	

BUILDING		LOCATION MONTH LABOR HOURS		MONTHLY	ANNUAL					
B. RECREATION CENTERS										
B1	Bread Box Recreation Center	745 S. Sanborn Road, 93905	46	\$1,600	\$19,200					
B2	Central Park Recreation Center	420 Central Avenue, 93901	25	\$750	\$9,000					
В3	El Dorado Recreation Center	1655 El Dorado Drive, 93906	31	\$1,100	\$13,200					
B4	Salinas Recreation Center	320 Lincoln Avenue, 93901	78	\$2,800	\$33,600					
B5	Fire House Recreation Center	1330 E. Alisal Street, 93905	71	\$2,480	\$29,760					
B6	Sherwood Recreation Center	940 North Main Street	16	\$850	10,200					
	TOTAL ANNUA	L COST FOR RECREATI	ON CENTERS	\$11	4,960					

Estrada Janitorial Service

BUILDING		LOCATION MONTHLY LABOR HOURS		MONTHLY	ANNUAL				
C. CITY FACILITIES									
C1	Maintenance Yard	426 Work Street, 93901	40	\$1,500	\$18,000				
C2	Train Station	11 Station Place, 93901	100	\$3,900	\$46,800				
СЗ	City Hall Rotunda	200 Lincoln Avenue, 93901	250	\$8,750	\$105,000				
C4	Permit Center	65 West Alisal Street, 93901	130	\$4,550	\$54,600				
C5	Salinas Municipal Airport	Multiple Locations							
C6	Sherwood Hall	940 N. Main Street, 93906	30	\$2,400	\$28,800				
C7	City Park Restrooms (Nightly gate locking / Daily restroom cleaning)	Various Locations	426	\$14,900	\$178,800				
	TOTAL ANNUA	AL COST FOR OTHER CIT	Y FACILITIES	\$43	2,000				
HOURLY ON CALL REGULAR RATE				\$3	0.00				
	HOURLY ON C	ALL RATE AFTER HOURS	/WEEKENDS	\$4	0.00				



City of Salinas

200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org

Legislation Text

File #: ID#25-390, Version: 1

On-Call Agreements with Suppliers of Roadway Pavement & Concrete Materials

A motion to approve a resolution authorizing the City Manager to enter into on-call suppliers agreements with Granite Construction Company; Graniterock Company; Peninsula Ready Mix, Inc.; and Maxwell Products, Inc. as suppliers of roadway pavement and concrete materials to the City Street Maintenance Division for a combined amount not to exceed \$3,000,000; \$1,500,000 annually for fiscal years 2025-26 and 2026-27, subject to the appropriation of funds.

DATE: OCTOBER 28, 2025

DEPARTMENT: PUBLIC WORKS

FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR

BY: JENNY DAVILA, PUBLIC WORKS ADMIN SUPERVISOR

TITLE: ON-CALL AGREEMENTS WITH SUPPLIERS OF ROADWAY

PAVEMENT & CONCRETE MATERIALS

RECOMMENDED MOTION:

A motion to approve a resolution authorizing the City Manager to enter into on-call suppliers agreements with Granite Construction Company; Graniterock Company; Peninsula Ready Mix, Inc.; and Maxwell Products, Inc. as suppliers of roadway pavement and concrete materials to the City Street Maintenance Division for a combined amount not to exceed \$3,000,000; \$1,500,000 annually for fiscal years 2025-26 and 2026-27, subject to the appropriation of funds.

EXECUTIVE SUMMARY:

On August 8, 2025, a Request for Proposals (RFP) for Roadway Pavement & Concrete Materials was published via Planet Bids. On August 22, 2025, proposals were received from Granite Construction Company; Graniterock Company' Peninsula Ready Mix, Inc.; and Maxwell Products, Inc. to supply roadway pavement and concrete materials to the City Street Maintenance Division. Staff recommends approving the four companies as on-call material suppliers for a combined amount not to exceed \$1,500,000 annually for Fiscal Years 2025-26 and 2026-27.

BACKGROUND:

The City's Public Works Street Maintenance Division (Street Division) performs daily patch and repairs and other minor maintenance on the City's roadways and sidewalks in response to public requests, the City's Pavement Maintenance System, the City's sidewalk repair list, and to prepare roadways receiving surface treatments such as slurry seals, chip seals, or asphalt concrete (AC) overlays. Utilizing City forces is a quicker way to respond to public request. It is also a streamlined way to prepare a typical roadway to receive further surface treatments. The Street division can perform temporary concrete repairs and perform the patch and repair work while the plans and specs for slurry seals, chip seals, or AC overlays are being prepared for bid advertisement.

On August 22, 2025, a Request for Proposals (RFP) for Roadway Pavement & Concrete Materials was published via Planet Bids. Bid proposals were received via the PlanetBids website, an online bidding tool. Proposals were received from Granite Construction Company, Graniterock

Company, Peninsula Ready Mix, Inc., and Maxwell Products, Inc. Each supplier provided a price for materials that they supply (see attached Bid Tabulation Sheet for details).

City Streets Division staff recommends approving the four companies (Granite Construction Company, Graniterock Company, Peninsula Ready Mix, Inc. and Maxwell Products, Inc. as suppliers of roadway pavement and concrete materials. The recommendation is based on the companies' proximity to the City, the stated material prices are fairly reasonable, and there are certain materials that are only available from certain vendors. The bids are for materials supply only. It does not include delivery of materials and labor.

CEQA CONSIDERATION:

The City of Salinas has determined that roadway maintenance and concrete work is categorically exempt per the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1(c), because the work involves no expansion of an existing use.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

Yes.

STRATEGIC PLAN INITIATIVE:

This item relates to the City Council Infrastructure and Environmental Sustainability goal by improving local streets and sidewalks.

DEPARTMENTAL COORDINATION:

The purchasing process for roadway pavement materials was coordinated by Environmental Maintenance Division within the Public Works and Finance.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
5800	50.9438-62.6000	Supplies & Materials Street Materials	\$2,142,541.36	\$1,500,000

Street Maintenance work qualifies for both SB1 Road Maintenance and Rehab and Gas tax funds Funding is secure to procure roadway pavement and concrete materials in each of the next two fiscal years. Current budget for CIP 9438 for fiscal year 25/26 includes the following:

SB1 Road Maintenance & Rehab (2511) - \$1,500,000

ATTACHMENTS:

Resolution Bid Tabulation Sheet Granite Construction Company Agreement Graniterock Company Agreement Peninsula Ready Mix, Inc. Agreement Maxwell Products, Inc. Agreement

RESOLUTION NO. _____(N.C.S.)

A MOTION TO APPROVE GRANITE CONSTRUCTION COMPANY; GRANITEROCK COMPANY; PENINSULA READY MIX, INC.; AND MAXWELL PRODUCTS, INC. AS ON-CALL SUPPLIERS OF ROADWAY PAVEMENT AND CONCRETE MATERIALS TO THE CITY STREET MAINTENANCE DIVISION

WHEREAS, Request for Proposals were sent out to materials suppliers to supply pavement and concrete materials for use by the City's Public Works Street Maintenance Division (Street Division) in the amount not to exceed \$1,500,000 annually for fiscal years 2025-26 and 2026-27; and

WHEREAS, Electric bid Proposals were received via the PlanetBids website, and Proposals were opened on August 22, 2025, for the supply of roadway pavement and concrete materials; and

WHEREAS, City staff reviewed the results of the Request for Proposals and agreed to request approval from council all four vendors to supply roadway pavement and concrete materials the City Street Division.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council accepts the proposals submitted and authorizes the City Manager to execute on-call supplier agreements with Granite Construction Company; Graniterock Company; Peninsula Ready Mix, Inc.; and Maxwell Products, Inc. (hereinafter referred to as "The Suppliers"); and

BE IT FURTHER RESOLVED that the Public Works Director or Designee is hereby authorized and directed on behalf of the City of Salinas to execute the needed purchase orders related to the purchase of roadway pavement materials for use by the City Street Maintenance Division on an as needed basis for a combined amount not to exceed \$1,500,000 annually for fiscal years 2025-26 and 2026-27.

PASSED AND APPROVED this 28th day of October 2025, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	APPROVED:
	Dennis Donohue, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

BID TABULATIONS FOR

ROADWAY PAVEMENT AND CONCRETE MATERIALS; CIP9438

Bid Opening: 8/22/2025 @ 3:00pm Project Manager: Marcos Quintero Project Coordinator: Jenny Davila

	Proposal			Granite Construction		raniterock	Peninsula Ready Mix, Inc.	Maxwell Products
			Unit Price		Unit Price		Unit Price	Unit Price
1	1/2" Bituminous Hot Mix Asphalt (HMA) Materials Only City will pick up materials at plant, up to 100 tons/day as needed	Ton	\$	103.00	\$	112.00		
2	Cold Mix Asphalt Pavement (PMA) Materials Only City will pick up materials at plant, up to 100 tons/day as needed	Ton	\$	125.00	\$	170.00		
3	Class II Aggregate Base City will pick up materials at plant, up to 100 tons/day as needed	Ton	\$	18.00	\$	31.00		
4	Granite Patch City will pick up materials on an as-needed basis	Ton	\$	225.00	\$	265.00		
5	Dike Mix City will pick up materials on an as needed basis	Ton	\$	113.00	\$	121.00		
6	Fill Sand City will pick up materials on an as needed basis	Ton	\$	16.00	\$	27.00		
7	Tack Coat - RS1 City will pick up materials on an as needed basis (under 50 gal.)	GAL			\$	10.25		
8	Tack Coat - SS1 City will pick up materials on an as needed basis (under 50 gal.)	GAL	\$	7.00	\$	10.25		
9	Crack Seal City will pick up materials on an as needed basis	Pallet			\$	2,817.00		\$0.585/Pound
10	Mastic - GAP - Patch 550 City will pick up on an as needed basis	Pallet			\$	2,914.00		\$0.64/Pound
11	Top Soil City will pick up on an as needed basis	Ton			\$	55.24		
12	6-sack cement Mix	Yard			\$	209.00	\$ 185.00	



City of Salinas

200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org

Legislation Text

File #: ID#25-417, Version: 1

Ordinance Adopting the 2025 California Building Standards Code, 2024 International Property Maintenance Code and Local Amendments

Adopt an Ordinance to implement the 2025 California Building Standards Code and the 2024 International Property Maintenance Code, including related local amendments.

DATE: OCTOBER 28, 2025

DEPARTMENT: COMMUNITY DEVELOPMENT

FIRE

FROM: LISA BRINTON, DIRECTOR

SAMUEL KLEMEK, FIRE CHIEF

BY: ANGELINE ANZINI, CHIEF BUILDING OFFICIAL

CHRISTOPHER KNAPP, DIVISION CHIEF/FIRE MARSHAL

DOROTHY PRIOLO, DEPUTY FIRE MARSHAL

LORENZO SANCHEZ, CODE ENFORCEMENT MANAGER

ODED ZALMANOVITCH, MANAGEMENT ANALYST

TITLE: AN ORDINANCE ADOPTING THE 2025 CALIFORNIA

BUILDING STANDARDS CODE, 2024 INTERNATIONAL

PROPERTY MAINTENANCE CODE AND LOCAL

AMENDMENTS

RECOMMENDED MOTION:

A motion to adopt an ordinance to implement the 2025 California Building Standards Code and the 2024 International Property Maintenance Code, including related local amendments.

EXECUTIVE SUMMARY:

Every three years, the City adopts the latest edition of the California Building Standards Code and International Property Maintenance Code to maintain consistent minimum standards that protect public health, safety, and general welfare within the built environment. The California Building Standards Code is a comprehensive code which includes multiple parts, such as the California Fire Code and the California Green Building Standards Code. The California Building Standards Commission published the 2025 edition on July 1, 2025, with an effective date of January 1, 2026. The International Property Maintenance Code (IPMC) provides industry best practices to ensure that buildings are safe, sanitary, and habitable for occupants while maintaining the integrity of the property. Our jurisdiction is authorized to adopt local amendments to both Codes to address the unique local climatic, topographic, and geological conditions of Salinas.

BACKGROUND:

The City of Salinas last adopted a new code cycle on December 6, 2022, implementing the 2022 California Building Standards Code (CBSC), which took effect on January 1, 2023. At that time, the City also adopted local amendments to the California Green Building Standards Code related to construction debris recycling requirements and the California Fire Code was amended concurrently to reflect Salinas' unique local climatic, topographic, and geological conditions. In addition, the City adopted the 2021 edition of the International Property Maintenance Code (IPMC) to ensure that buildings are safe, sanitary, and habitable for occupants while maintaining the integrity of the property.

2025 Code Cycle

Alongside adoption of the 2025 edition of the CBSC, the City is adopting the 2024 edition of the IPMC. The updated IPMC continues to serve as the framework for enforcing minimum maintenance standards for existing structures, including requirements related to equipment, lighting, ventilation, heating, sanitation, and fire safety. It also outlines property owner responsibilities, regulates the use of existing buildings, and provides procedures for enforcement and penalties.

With the adoption of the California Building Standards Code by reference, the City may adopt local amendments as reasonably necessary based on climatic, topographical, or geological conditions, as authorized under Health and Safety Code Section 18941.5 (Building Standards Law), Section 17958 (State Housing Law) as modified under Assembly Bill No. 130 (Chapter 22, Statutes of 2025) Sections 29–31, and Section 13143.5. AB 130 aims to streamline the residential permitting process by establishing a six-year freeze on local building code modifications for residential construction from October 1, 2025, to June 1, 2031, except for emergency standards deemed necessary to protect health and safety, changes related to wildfire building hardening efforts or streamlining of the permitting process.

Salinas' local amendments to the CBSC are carried over from the previous code cycle amendments. Permit Services continued two changes. The first establishes a program to recover and divert materials from construction, deconstruction, and demolition, which aligns with CALGreen requirements and the Salinas Valley Solid Waste Authority's process. The second streamlines the rooftop solar process, which is required by the Solar Rights Act, as amended by Assembly Bill 2188 (Chapter 521, Statutes 2014).

A new 2025 California Fire Code amendment includes the removal of a prior amendment to Section 903.2 requiring fire sprinklers to be installed in existing non-sprinklered buildings when constructing additions based the submission and approval of alternate materials and methods by the Building Official and the Fire Marshal. Other Fire Code amendments previously adopted are modified only to reflect the structure and language changes of the 2025 edition of the California Fire Code for regulation of items like fireworks, and flammable and combustible liquid aboveground storage tanks.

Last code cycle the City adopted the 2021 International Property Maintenance Code without any local amendments. Proposed amendments to the 2024 IPMC provide clarifications such as naming the Code Enforcement Division, referencing the section of the Salinas Municipal Code which contains fees, and a more complete definition of an unlawful structure based on local experience.

To implement the 2025 CSBC and 2024 IPMC and local amendments, the City adopts an ordinance, provided as an attachment, which codifies the changes in Chapters 9 and 13 of the Salinas Municipal Code for the regulation and the governance of the conditions and maintenance of all property, buildings, and structures; for the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; for the condemnation of buildings and structures unfit for human occupancy and use and the demolition of structures; and for the issuance of permits and the collection of fees.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

Adoption of the 2025 California Building Standards Code, 2024 and local amendments supports the City Council's 2025-2028 Vision and Strategic Goals by promoting safe and sustainable housing development, ensuring that new construction meets modern public safety standards. The ordinance enhances infrastructure quality through updated building requirements, while local amendments reflect Salinas-specific needs, improving the delivery of city services. By streamlining building regulations, the ordinance also supports economic development through clearer permitting processes and reduced delays for residential and commercial projects. Additionally, the updated standards help create safer, more accessible environments that benefit youth and seniors in the community.

DEPARTMENTAL COORDINATION:

The report was developed through close collaboration between the Community Development and Fire Departments to ensure alignment with both building and fire safety standards. Input from both departments helped shape the proposed local amendments to reflect Salinas' specific operational needs and public safety priorities.

FISCAL AND SUSTAINABILITY IMPACT:

Adoption of the 2025 California Building Standards Code, 2024 International Property Maintenance Code, and related local amendments will not have a fiscal impact on the City's budget. Fees are collected to recover costs associated with plan check and inspection for all building permits.

	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
n/a	n/a	n/a	n/a	n/a

ATTACHMENTS:

- 1. Ordinance implementing 2025 California Building Standards Code, 2024 International Property Maintenance Code and related local amendments
 - a. Attachment A: Fire Findings and Table
- 2. Presentation

ORDINANCE NO. (N.C.S.)

AN ORDINANCE ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE, 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE AND LOCAL AMENDMENTS

WHEREAS, the City of Salinas has adopted and codified Chapters 9 and 13 of the Municipal Code for the regulation and the governance of the conditions and maintenance of all property, buildings, and structures; for the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary, and fit for occupation and use; for the condemnation of buildings and structures unfit for human occupancy and use and the demolition of structures; for the issuance of permits and the collection of fees therefore; and to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection for the hazards of fire, explosion, panic, or dangerous conditions in new and existing buildings, structures and premises, and to provide a reasonable level of safety to firefighters and emergency responders during emergency operations; and

WHEREAS, every three years, the California Building Standards Commission adopts specific language, codes and building standards applicable throughout California to provide consistent minimum requirements to safeguard public health, safety, and general welfare attributed to the built environment; and

WHEREAS, on December 6, 2022, the City adopted the last code cycle, the 2022 California Building Standards Code with local amendments to the California Green Building Standards related to recycling of construction debris and to the Fire Code to address the unique local climatic, topographic, and geological conditions of Salinas; and

WHEREAS, the California Building Standards Commission published the new California Building Standards Code on July 1, 2025; and

WHEREAS, amendments, additions, and deletions to the California Building Standards Code, adopted by a city pursuant to Health and Safety Code Section 18941.5 for Building Standards Law, Health and Safety Code Section 17958 for State Housing Law and Health and Safety Code Section 13143.5, together with all applicable portions of the California Building Standards Code, become effective 180 days after publication or January 1, 2026; and

WHEREAS, California Health and Safety Code Section 18941.5 for Building Standards Law, Health and Safety Code Section 17958 for State Housing Law and Health and Safety Code Section 13143.5 authorize the City to adopt local changes and modifications to the California Building Standards Code when the City makes findings that the local changes and modifications are reasonably necessary because of local climactic, topographical, or geological conditions; and

- **WHEREAS,** the Salinas City Council has made findings in support of the local changes and modifications set forth herein; and
- **WHEREAS,** the Salinas City Council hereby finds and determines that the City is committed to continuing protecting the public health, safety, welfare and environment by compliance with AB 939, Chapter 1095, Statutes of 1989, achieving a minimum of 50% reduction of tonnage going to landfills; and
- WHEREAS, in order to meet the aforesaid mandate, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 and subsequent additions and amendments (codified at California Public Resources Code section 40000 et seq.) requires the City to promote the reduction of solid waste and reduce the stream of solid waste going to landfills through the preparation, adoption and implementation of source reduction and recycling elements; and
- **WHEREAS,** the California Green Building Standards Code (Cal Green Code) requires 65% waste diversion from all new construction and demolition projects requiring building permits, as well as specific additions and remodels; and
- **WHEREAS**, the City's commitment to the reduction of waste and to compliance with State law requires the establishment of programs for recycling and salvaging construction and demolition materials and resulted in the passage of the Construction and Debris Ordinance, which was reaffirmed on December 6, 2022, with the adoption of the last code cycle in 2022; and
- **WHEREAS,** the City Council continues to recognize demolition and construction debris to be diverted from landfills and reused with adoption of the new Code; and 2025 California Building Standards
- **WHEREAS,** the International Code Council (ICC), an internationally recognized association of professionals, maintains, amends, and updates elective model codes and standards used by local jurisdictions related to building design, construction, and compliance processes, which include the International Property Maintenance Code; and
- **WHEREAS,** the City utilizes the International Property Maintenance Code as a basis for its local property maintenance code, which was reaffirmed on December 6, 2022, with the adoption of the last code cycle in 2021; and
- **WHEREAS**, the City wishes to adopt the 2024 International Property Maintenance Code with local amendments.
- **WHEREAS,** the Salinas City Council finds that the City of Salinas has certain climatic, geologic, and topographical features that can have a deleterious effect on emergency services such as fire protection and emergency medical services; and

WHEREAS, the Salinas City Council finds that the modifications and changes to the 2025 California Fire Code are reasonably necessary because of the following local climatic, geological, and topographical conditions as identified in Attachment A; and

WHEREAS, certain amendments to the 2025 California Fire Code serve to mitigate to the extent possible said deleterious effects; and

WHEREAS, Section 50022.1 through 50022.10, inclusive of the Government code and Sections 17958.7 and 18941.5 of the Health and Safety Code, provide authority for the adoption by reference of codes, or portion of such codes:

WHEREAS, the Salinas City Council held a duly noticed public hearing on October 28, 2025, where members of the public had an opportunity to comment on the code adoption and the proposed local amendments thereto; and

WHEREAS, the Salinas City Council finds this ordinance to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because adoption of this ordinance has no potential to cause a significant adverse effect on the environment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS AS FOLLOWS:

SECTION 1. Salinas City Code Chapter 9, Article I is hereby repealed in its entirety and replaced with the following:

Article I. California Building Standards Code and International Property Maintenance Code

The City of Salinas adopts the 2025 edition of the California Code of Regulations, Title 24, also referred to as the California Building Standards Code. The standards incorporate 12 parts of the official triennial compilation and publication. The provisions of the Standards Code apply to the regulation, construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures; The City adopts the 2024 edition of the International Property Maintenance Code. The provisions of the code set forth minimum maintenance standards for existing residential and non-residential structures; the same is made a part hereof, as if fully set forth in this ordinance, with the additions, insertions, deletions, modifications and changes as more particularly set forth in this article; providing for the issuance of permits and collection of fees therefore; repealing ORDINANCE No. 2661 of the City of Salinas and all other parts of laws in conflict therewith.

One (1) copy of the California Building Standards Code and the International Property Maintenance Code are on file and open to public inspection in the Permit Center at 65 W Alisal,

Salinas, California.

Article I - A - California Administrative Code

Section 9-1. Adopted by reference.

The California Administrative Code, Part 1, 2025 edition is hereby adopted as the Administrative Code for the City of Salinas, in the State of California.

Article I -B - California Building Code - Volume 1 and 2

Section 9-2. Adopted by reference.

The California Building Code Volumes 1 and 2, 2025 edition, are hereby adopted as the Building Codes for the City of Salinas, in the State of California for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, used and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Article I -C - California Residential Code

Section 9-3. Adopted by reference.

The California Residential Code, Part 2.5, 2025 edition is hereby adopted as the Residential Code for the City of Salinas, in the State of California for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every detached one-and two-family dwelling, townhouse not more than three stories above grade plane in height with a separate means of egress and structures accessory thereto throughout the State of California.

Article I -D - California Electric Code

Section 9-4. Adopted by reference.

The California Electric Code, Part 3, 2025 edition is hereby adopted as the Electric Code for the City of Salinas, in the State of California, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electrical systems as herein provided.

Article I -E - California Mechanical Code

Section 9-5. Adopted by reference.

The California Mechanical Code, Part 4, 2025 edition is hereby adopted as the Mechanical Code for the City of Salinas, in the State of California regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, replacement, addition to, use or maintenance of mechanical systems as herein provided.

Article I - F - California Plumbing Code Section

Section 9-6. Adopted by reference.

The California Plumbing Code, Part 5, 2025 edition is hereby adopted as the Plumbing Code for the City of Salinas, in the State of California regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation.

Article I -G - California Energy Code

Section 9-7. Adopted by reference.

The California Energy Code, Part 6, 2025 edition is hereby adopted as the Energy Code for the City of Salinas, in the state of California regulating and governing the design, construction, quality of materials, installation, alteration, repair, replacement, use or maintenance of energy conserving systems and components as herein provided.

Article I -H - California Historical Building Code

Section 9-8. Adopted by reference.

The California Historical Building Code, Part 8, 2025 edition is hereby adopted as the Historical Building Code for the City of Salinas, in the State of California regulating the preservation, restoration, rehabilitation, relocation or reconstruction of buildings or properties designated as qualified historical buildings or properties

Article I -I - California Fire Code

Section 9-9. [Adopted.]

See Chapter 13, Article II

Article I -J - California Existing Building Code

Section 9-10. Adopted by reference.

The California Existing Building Code, Part 10, 2025 edition is hereby adopted as the

Existing Building Code for the City of Salinas, in the State of California regulating the repair, alteration, change of occupancy, addition and relocation of existing buildings.

Article I -K - California Green Building Standards Code

Section 9-11. Adopted by reference.

The California Green Building Standards Code, Part 11, 2025 edition is hereby adopted as the Green Building Standards Code for the City of Salinas, in the state of California regulating and governing the design, construction, quality of materials, installation, alteration, repair, replacement, use or maintenance of energy conserving and green building systems and components as herein provided.

Section 9-11.1. Amendments to the California Green Building Standards Code.

The following changes and modifications are hereby made to Section 5.408 of the California Green Building Code referenced in Section 9-11:

(a) Replace Section 5.408 of the California Green Building Code with requirements of the "Ordinance of the City Council of the City of Salinas Establishing a Program to Require Deconstruction, Demolition and Construction Material Recovery and Diversion from Landfills" which is set forth in Section 9-11.2, et seq.:

Section 9-11.2. Definitions.

For purposes of this article the following definitions apply:

(a) "Bonafide processor/facility" means: A facility which recycles, composts or otherwise recovers materials or a re-use facility for which a permit has been issued by the Monterey County Integrated Waste Management Task Force.

A facility may be certified if the owner or operator of the facility submits documentation satisfactory illustrating:

- 1. That the facility has obtained all applicable federal, state, and local permits, and is in full compliance with all applicable regulations; and
- 2. The percentage of incoming waste from construction, demolition and alteration activities that is diverted from landfill disposal meets the required minimum percentages set forth in this article; and
- 3. All loads are weighed by scale(s) certified as accurate by the county of Monterey, division of weights and measures.
- (b) "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under the laws of the state of California, or who performs (whether as

- contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to buildings or accessory structures in the city of Salinas.
- (c) "Construction" means all building, landscaping, remodeling, addition, removal or destruction involving the use or disposal of designated recyclable and reusable materials as defined below.
- (d) "Construction and demolition debris" or "C&D debris" means means nonhazardous, recyclable and non- recyclable waste building materials, packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, foundations, houses, commercial buildings and other structures, and includes mixed waste, with more specific definitions for the purposes of this chapter, as follows:
 - 1. Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the deconstruction, demolition and construction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project.
 - 2. Clean cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.
 - 3. Non-construction and demolition debris wood scraps.
 - 4. Non-hazardous wastes that are generated at construction or demolition projects provided such amounts are consistent with best management practices of the industry; hazardous wastes such as materials contaminated with asbestos and lead-based paint are specifically excluded from C&D debris.
 - 5. Mixing of construction and demolition debris with other types of solid waste will not be classified as material recovery for C&D debris and will be charged as solid waste.
- (e) "Covered project" means any construction, demolition or renovation project that requires a permit and is subject to the diversion and reporting requirements set forth in this article, except as defined in Section 9-11.8.
- (f) "Demolition/deconstruction" means the removal or destruction involving the use or disposal of designated recovered and reusable materials as defined below.
- (g) "Designated recyclable and reusable materials" mean:
 - 1. Masonry building materials and all products generally used in construction, including but not limited to, asphalt, concrete, rock, stone and brick.
 - 2. Wood materials including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated or painted.

- 3. Vegetative materials including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use.
- 4. Metals including all metal scrap such as, but not limited to, pipes, siding, window frames, doorframes, slate and fences.
- 5. Roofing materials, including wood shingles as well as asphalt, stone and slate based roofing material.
- 6. Salvageable materials, including but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bathtubs, architectural remnants, and appliances.
- 7. Any other materials which the city or designee determines can be recycled or reused due to the identification of a recycling facility, reuse facility, or market accessible to the city, including facilities which can further sort mixed C&D debris through mechanical and/or manual processes in order to remove additional materials for reuse or recycling.
- (h) "Exclusive franchisee" means any person or association, or the agents or employees thereof, with whom the city shall have duly contracted under the terms hereinafter set forth in this article to collect, transport through the streets, alleys, or public ways of the city, and dispose of, all solid waste produced and/or collected within the limits of the city.
- (i) "Hardscape Improvements" means swimming pools, driveways, parking lots, walkways, patios and decks.
- (j) "Hazardous Materials" means any construction or demolition debris, such as asbestos or lead- based paint that exceeds state of California thresholds for such classification and is required to have special disposal procedures. Hazardous materials are specifically excluded from C&D debris.
- (k) "Inert solids" means excavated soil and landscape debris as defined in section 5.408.3 of the California Green Building Code.

Section 9-11.3. Transportation of demolition and construction debris.

In accordance with Chapter 14, Sections 14-10-070 and 14-10-110 of the Municipal Code, it is unlawful for any person or business, other than the city's exclusive franchisee, to collect or transport any C&D debris within the city. Accordingly, any generator of C&D debris within the city must enter into a contract with the exclusive franchisee for the removal of C&D debris, unless one or more of the following conditions are met:

(a) In cases where recyclable materials are source separated from C&D debris for sale or donation including, but not limited to those collected through private arrangements between the generator and the collector and where the generator is not paying for the material to be removed, as defined in Chapter 14, Section 14-12. a.2 of the Municipal Code; or (b) C&D debris (a) removed from a premises by a licensed contractor as an incidental part of a total construction, remodeling or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service using storage vehicles (debris boxes removed from vehicle do not comply) or similar apparatus, or (b) directly loaded into a fixed body vehicle owned by either the generator or generator's employee and hauled directly to a bonafide processing facility, as defined in Chapter 14, Section 14-12.a.1 of the Municipal Code.

Section 9-11.4. Diversion requirements.

For each covered project, at least sixty-five percent of the remaining C&D debris shall be diverted from landfill disposal in accordance with the provisions of this article, except as provided in Section 9-11.8.

Every applicant, general contractor, subcontractor and/or owner of property on which a covered project occurs shall be responsible for compliance with the provisions of this article. Diversion requirements shall be met by submitting and following a waste reduction and recycling plan that achieves the following:

- (a) Deconstructing and salvaging all or part of the structure as practicable; and
- (b) Directing one hundred percent of inert solids to bonafide facilities for reuse or recycling on all nonresidential projects; and
- (c) Either:
 - 1. Directing all mixed C&D debris to a bonafide processor approved by the city, or
 - 2. Source separating non-inert materials, such as cardboard and paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to a bonafide facility for recycling and taking the remainder to a designated transfer or disposal facility. In this option, calculations must be provided to show that sixty-five percent of demolition and construction debris (in addition to one hundred percent of inert solids for nonresidential) has been diverted.

Determination of acceptability and designation as C&D debris is solely the responsibility of the bonafide processor, landfill, or transfer station representative.

Section 9-11.5. Information required before issuance of permit.

As a condition precedent to issuance of any permit (in cases of federal property, before building or demolition is to commence) for a construction, demolition or renovation project that involves the production of C&D debris, the applicant must include a proposed waste reduction and recycling plan, on a form provided by the city, as part of the permit application. The plan shall

include the following information:

- (a) Project type, description, location, and contact information;
- (b) Types of C&D debris to be generated by the project;
- (c) How the C&D debris will be handled (source separated on-site and/or mixed);
- (d) Specify how the C&D debris will be transported to a bonafide facility;
- (e) Signed owner/agent attest.

The city shall provide to each permit applicant a current list of bonafide facilities that accept and recycle various types of materials generated from construction and/or demolition projects.

Section 9-11.6. On-site practices.

During the term of the demolition and/or construction project, the permittee shall demonstrate compliance with the diversion requirements of this article and maintain records of all diverted and disposed materials, measured by weight in tons. The city will evaluate and monitor each project to confirm the percentage of materials recycled, salvaged, or otherwise diverted from the project based on information provided by the permittee.

Structures and/or hardscape improvements planned for demolition shall be made available for deconstruction, salvage, and recovery prior to demolition.

It shall be the responsibility of the owner, the general contractor and all subcontractors to recover the maximum feasible amount of salvageable materials prior to demolition.

Recovered and reusable materials from the deconstruction phase may be given or sold on the premises or may be removed to a reuse warehouse or other reuse facility for storage or sale and shall be counted towards the diversion requirements of this article.

The use of debris boxes and/or the collection and removal of C&D debris by a hauler or business other than the exclusive franchise must be consistent with the provisions of this article and the city's franchise agreement.

Section 9-11.7. Reporting.

The permittee shall submit documentation to the city, which proves compliance with the requirements of this chapter, prior to the issuance of a certificate of occupancy or the final inspection. The documentation shall consist of a complete and final waste reduction and recycling report, describing diversion activities and showing actual tonnage data for all diverted and disposed materials, supported by legible receipts, weight tags, invoices or other records of measurement from bonafide facilities, the exclusive franchisee or a licensed contractor as prescribed in Section 09.04.030.2 of this article. The report shall include the following information:

- (a) Identify the type and quantity (in tons) of materials recycled, reused, salvaged and/or disposed;
- (b) Identify how the materials were handled (source separated or mixed);
- (c) Identify how the C&D debris was transported to a bonafide facility;
- (d) Identify where the materials were taken for recycling or disposal;
- (e) Identify construction methods employed to reduce the amount of construction and demolition waste generated.

Section 9-11.8. Diversion exemptions.

Neither a waste reduction and recycling plan nor an administrative fee shall be required for the following:

- (a) Projects that meet the exceptions set forth in Sections 4.408 and 5.408 of the California Green Building Standards Code, as amended;
- (b) The building official shall have the authority to render interpretations of this article and to adopt policies and procedures in order to clarify the application of its provisions, including diversion exemptions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this article. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this article.

Section 9-11.9. Voluntary compliance.

Applicants for permits exempted from the requirements of this article may voluntarily complete a waste reduction waste reduction and recycling plan.

Section 9-11.10. Administrative fee.

As a condition precedent to issuance of any permit (in cases of federal property, before building or demolition is to commence) for a building, roofing, or demolition project that involves the production of C&D debris, the applicant shall pay to the city a fee sufficient to compensate the city for expenses incurred in ensuring compliance with these provisions. The amount of this fee shall be determined in accordance with the turrent resolution of the city council determining the same.

Section 9-11.11. Compliance.

- (a) At any time during demolition or construction, a city building inspector may inspect the site and contractor's on-site practices to ensure compliance with this section. Should on-site practices not comply with this chapter, a 'stop-work' order may be issued until such time that compliance is demonstrated.
- (b) At the end of construction, the city may not approve a final inspection or certificate of

- occupancy unless the project has been determined to be in full compliance with the diversion requirements of this Chapter; or
- (c) The project may be determined to be in "substantial compliance" if the applicant has made a "good faith effort" to comply, but for an unforeseen reason could not fully comply. In the case of substantial compliance, the applicant shall present documentation of good faith efforts upon consultation with and verification by the Salinas Valley Solid Waste Authority, which shall serve as meeting the compliance requirements of this Chapter; or
- (d) The project may be determined to be "non-compliant", in which case the applicant is not in substantial compliance or has failed to submit the required documentation. If it is determined that the applicant is not in compliance, a civil penalty calculated as two percent of the total project valuation will be assessed, and the certificate of occupancy or final inspection may not be issued until the penalty is paid.

Article I -L - California Reference Standards Code.

Section 9-12. Adopted by reference.

The California Reference Standards Code, Part 12, 2022 edition is hereby adopted as the Reference Standards Code for the City of Salinas, California

Article I – M – Housing and Enforcement Code

Division I. - [Adoption; Administration.]

Section 9-13.1. Adopted by reference.

The International Property Maintenance Code 2024 edition is hereby adopted as the Property Maintenance Code for the City of Salinas, in the State of California, for regulating and governing the conditions and maintenance of all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties; and the same is adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions, modifications and changes, if any, as more particularly set forth in this article.

Section 9-13.1.1. - Administration.

In the event of any conflict between any provision of the Property Maintenance Code and Article II of Chapter 9 or any other provision or section of the City Code, the City Code shall take

priority and precedence, and the provisions and sections of the City Code shall control.

Section 9-13.1.2. Amendments to the International Property Maintenance Code (IPMC).

- (a) Section 101.1 of the 2024 IPMC is amended to read as follows:
 - 101.1 Title. These regulations shall be known as the International Property Maintenance Code (IPMC) of City of Salinas, hereinafter referred to as "this code."
- (b) Section 103 of the 2024 IPMC is amended to read as follows:

103.1 Creation of agency.

The City of Salinas Community Development Code Enforcement Division is hereby created and the official in charge thereof shall be known as the code official as defined in this code. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

(c) Section 104 of the 2024 IPMC is amended to read as follows:

104.1 Fees.

The fees for activities and services performed by the Code Enforcement Division in carrying out its responsibilities under this code shall be as indicated in the following schedule: The Salinas City Code Chapter 11B-4 Schedule of Fees and Service Charges.

(d) Section 109 of the 2024 IPMC is amended to read as follows:

109.1.4 Unlawful structure.

An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered, occupied or maintained contrary to law including Municipal Code Article I. - California Building Standards Code; or one that is partially constructed, reconstructed or demolished upon which work is abandoned. Work is deemed abandoned when there is no valid building or demolition permit.

109.8 Prohibited occupancy.

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who occupies a placarded premises or operates placarded equipment, and any owner, owner's authorized agent or person responsible for the premises who lets anyone occupy a condemned premises or operate condemned equipment shall be liable for the penalties provided by this code and Municipal Code Article I. - California Building Standards Code.

(e) Section 110 of the 2024 IPMC is amended to read as follows:

110.5 Costs of emergency repairs.

Costs incurred in the performance of emergency work may be paid by the city. Such costs shall be a debt owed to the city by the owner. The city attorney may institute appropriate legal action against the owner of the premises or the owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

(f) Section 302 of the 2024 IPMC is amended to read as follows:

302.1 Sanitation.

The owner or authorized agent shall maintain the property exterior and premises in a clean, safe and sanitary condition. Such owner or authorized agent shall remain liable for violations thereof regardless of any contract or agreement with any third party regarding such property. The occupant may also be held jointly and severally liable for causing or contributing violations of this section.

302.3 Sidewalks and driveways.

Maintenance shall include the removal and proper disposal of any unsightly or unsanitary conditions such as accumulations of garbage, refuse, rubbish, litter, dirt, gum or other sticky substances or items, which have been dropped or spilled upon the sidewalks.

(g) Section 304 of the 2024 IPMC is amended to read as follows:

304.14. Insect screens.

During the period from January to December, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tight fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition all year round.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

(h) Section 308 of the 2024 IPMC is amended to read as follows:

308.2.2. Refrigerators and appliances.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises.

(i) Section 309 of the 2024 IPMC is amended to read as follows:

309.1 Infestation.

All structures shall be kept free from insect, rodent and vermin infestation. When an

insect, rodent or vermin infestation is brought to the attention of the code official, he or she may require the owner or agent having charge or control of the building, lot or premise to hire a licensed exterminator or other qualified professional to inspect the building, lot or premise and provide a written report verifying the presence and severity of such infestation including in the report a recommendation for proper extermination of the infestation. All structures in which insect, rodent or vermin infestations are found shall be promptly exterminated by approved processes that will not be injurious to human health. After the extermination of the infestation is complete, the code official may request a written notice from a licensed exterminator or other qualified professional attesting to the completion and success of the recommended extermination procedures. After the infestation is eliminated, proper precautions shall be taken to prevent reinfestation.

(j) Section 602 of the 2024 IPMC is amended to read as follows:

602.3 Heat Supply.

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof and shall continuous provide the ability to heat and maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be 32°F (-1°C).

(k) Section 604 of the 2024 IPMC is amended to read as follows:

604.3 Electrical system hazards.

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation including the improper use of extension cords as permanent wiring, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

Division II. - Employee Housing Act.

Section 9-13.2. City responsibility.

Pursuant to the authority granted by the state law and regulations hereinafter specified, the city assumes the responsibility for the enforcement of Division 2, Part 9, Chapter 4 (commencing at Section 2610), of the Labor Code, known as the Employee Housing Act, and Title 25, Chapter 2 (commencing at Section 2000), of the California Code of Regulations, effective as of January 1,1972.

Section 9-13.3. County director of public health and city building official to enforce.

The Monterey County director of public health and his or her representatives pursuant to the provisions of Article II of Chapter 16 of this Code shall administer and enforce this article and the state law and regulations specified in Section 9-13.2 of this article, except that the building official of the city shall administer and enforce all laws, regulations and ordinances applicable to the construction of labor camps.

Section 9-13.4. Fees.

- (a) Every person applying for a permit to operate a labor camp shall pay a fee to the Monterey County director of health services in an amount set by the county of Monterey board of supervisors.
- (b) The fees for a permit to construct a labor camp shall be those specified in Article I of Chapter 9 of this Code relating to the construction of buildings, or any ordinance of the city superseding it, and shall be paid to the building official of the city.

Article I-N Delegation of Authority; Enforcement and Penalties.

Section 9-14. Authority of building official.

The building official of the City of Salinas is hereby designated to administer, implement and enforce this Article I and all codes and standards adopted and set forth herein.

Section 9-14.1. Enforcement and penalties.

- (a) Any person who violates a provision of this article or who fails to comply with any of the requirements set forth herein or in any of the codes adopted in this article or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under this article, shall be guilty of a misdemeanor, punishable by a fine or not more than one thousand dollars or by imprisonment not exceeding thirty days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Alternatively, and in the discretion of the city attorney, any such violation may be prosecuted administratively pursuant to the city's administrative remedies ordinance or pursuant to any other remedy available under the law or in equity.
- (b) The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Section 9-14.2. - Costs of enforcement.

Costs of enforcement, including administrative costs, penalties and attorney's fees shall be borne by and shall become a personal obligation of the property owner, property owner's agent, operator, occupant, and/or the responsible person or entity and may be recoverable by the city by all available legal remedies. In addition to this personal obligation and all other remedies provided by law, the city may collect any judgment, fee, cost or charge, including any permit fees, fines, late charges or interest incurred by it in enforcing the provisions of this chapter. In the event any such costs remain unpaid after ninety days, the same shall constitute a lien or, in the alternative, an assessment against the real property on which the violation occurred. The cost of enforcement shall constitute an assessment against the respective lots or parcels of land on which such violation exists, and as thus made and confirmed shall constitute a lien on the property for the amount of such assessments, respectively, until paid. Such lien shall, for all purposes, be on parity with the lien of state, county and city taxes.

Article I-O. - Rooftop Solar Energy Permitting Process

Section 9-15. Definitions.

Except where the context otherwise requires, definitions given in this section govern the construction of this article.

- (a) "Building official" means the chief building official or his or her assistants acting on his or her behalf.
- (b) "Electronic submittal" means the utilization of one or more of the following:
 - 1. Email;
 - 2. The Internet:
 - 3. Facsimile.
- (c) "Small residential rooftop solar energy system" means all of the following:
 - 1. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or thirty kilowatts thermal.
 - 2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and all state and city health and safety standards.
 - 3. A solar energy system that is installed on a single or duplex family dwelling.
 - 4. A solar panel or module array that does not exceed the maximum legal building height as defined by the city planning commission.
- (d) "Solar energy system" means either of the following:
 - 1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
 - 2. Any structural design feature of a building, whose primary purpose is to provide for

- the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.
- (e) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

Section 9-15.210. Purpose.

This article adopts an expedited, streamlined solar permitting process pursuant to the Solar Rights Act, as amended by AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This article encourages use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city, and expanding the ability of property owners to install solar energy systems.

Section 9-15.215. Applicability.

- (a) This chapter applies to the permitting of all small residential rooftop solar energy systems in the city of Salinas.
- (b) Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this article are not subject to the requirements of this article unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting.
- (c) Routine operation and maintenance or like-kind replacements shall not require a permit.

Section 9-15. 220. Solar energy system requirements.

- (a) All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the city.
- (b) Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.
- (c) Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the public utilities commission regarding safety and reliability.

Section 9-15. 225. Duties of community development department and building official.

- (a) All documents required for the submission of an expedited solar energy system application shall be made available to the public and accessible via the city website.
- (b) Electronic submittal of required permit applications and documents by email, the

- Internet, or facsimile shall be made available to all small residential rooftop solar energy system permit applicants.
- (c) An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.
- (d) The community development department shall create a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.
- (e) The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.
- (f) Fees prescribed for permitting of small residential rooftop solar energy system must comply with Government Code § 65850.55, Government Code § 66015, Government Code § 66016, and State Health and Safety Code § 17951, as the same may be amended from time- to-time.

Section 9-15. 230. Plan review and inspection requirements.

- (a) The community development department shall create an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems within thirty-days of the effective date of this article. The building official shall issue the permit within three business days of receipt of a complete standard or electronic application that meets the requirements of the approved checklist and standard plan.
- (b) Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.
- (c) If the building official determines the application would be in violation of local, state and/or federal health and safety requirements, the building official will make written findings, within three days, based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact.
- (d) Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.
- (e) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or

- specified performance.
- (f) If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.
- (g) Only one inspection may be required and performed by the community development department for small residential rooftop solar energy systems eligible for expedited review.
- (h) The inspection shall be done in a timely manner and should include consolidated inspections. An inspection will be scheduled within two business days of a request.
- (i) If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this article.

SECTION 2. Salinas City Code Chapter 13, Article II is hereby repealed in its entirety and is replaced with the following:

Article II. California Fire Code

Section 13-8. Adoption of California Fire Code.

The City of Salinas adopts the 2025 edition of the California Fire Code, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Salinas; providing for the issuance of permits and collection of fees therefore; repealing ORDINANCE No. 2584 2621 of the City of Salinas and all other ordinances or parts of laws in conflict therewith.

That a certain document, one (1) copy of which is on file in the Permit Center at 65 West Alisal Street, Salinas, California being marked and designated as the California Fire Code, 2025 edition, including Appendix Chapters B, C, D, E, F, G, & I as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Salinas, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Section 13-9. Amendments to the California Fire Code.

(a) Section 101.1 is amended to read as follows:

- **101.1 Title.** These regulations shall be known as the Fire Code of the City of Salinas, hereinafter referred to as "this code."
- (b) Section 103 is amended to read as follows:

103 Fire Prevention Bureau

- **103.1 Creation of agency.** The fire prevention bureau is established within the jurisdiction under the direction of the fire code official. The function of the bureau shall be the implementation, administration and enforcement of the provisions of this code.
 - 1) This code shall be enforced by the fire prevention bureau within the Salinas, California, fire department, which is established, and which shall be operated under the supervision of the chief of the fire department.
 - 2) A report of the fire prevention bureau containing statistics and information of all proceedings under this code shall be made a part of the annual Fire Department report and will be transmitted to the city manager and the city council. The chief of the fire department shall in his discretion recommend any amendments to this code.
- (c) Section 103.2 is deleted
- (d) Section 104.12 is added to read as follows:

104.12 – Cost Recovery

104.12.1 Purpose. The purpose of this Section is to establish authority to obtain reimbursement from responsible individuals for the expenses of any emergency response and/or enforcement action by the City of Salinas to protect the public from fire or hazardous substances and situations.

104.12.2 Reimbursement

- 1) In accordance with the Health and Safety Code Section 13000 et seq., an individual who acts negligently or in violation of the law and thereby requires the jurisdiction to provide an emergency response to a danger posed by a fire or hazardous substance shall be liable for reimbursement to the agency for the costs incurred.
- 2) In accordance with Government Code Sections 53150 through 53158, any individual who is under the influence of an alcoholic beverage or any drug or the combined influence of an alcoholic beverage or any drug, and whose negligent operation of a motor vehicle, boat or vessel or civil aircraft caused by that influence

proximately causes any incident and thereby requires the agency to provide an emergency response shall reimburse the agency for the cost incurred.

- (e) Section 105.1.1.1 is added to read as follows:
 - **105.1.1.1 Permits required.** All permits and inspections conducted by the Salinas Fire Department shall be charged a fee, as mandated in the Salinas City Code Chapter 11B-4 Schedule of Fees and Service Charges.
- (f) Section 105.3.9 is added to read as follows
 - **105.3.9 Expense Recovery**. The purpose of this section is to establish authority to obtain reimbursement from responsible individuals for permits, inspections, and associated enforcement action by the Salinas Fire Department, to protect the public from fire or substances and situations.
- (g) Section 105.5.60 is added to read as follows:
 - **105.5.60 Christmas Tree Lots.** An operational permit issued by the Salinas Fire Department and required in addition to any other permit or approval which may be required under the City Code, is required to operate a Christmas tree lot with or without flame proofing services.
- (h) Section 113.4 is amended to read as follows:
 - 113.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars or by imprisonment not exceeding thirty days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Alternatively, and in the discretion of the City Attorney, violations may be prosecuted administratively pursuant to the provisions of the City of Salinas Municipal Code or pursuant to any other remedy available to the City under the law or in equity. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.
- (i) Section 113.4.1 is amended to read as follows:
 - **113.4.1 Abatement of violation.** In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal

occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises. Any violation of this code shall be deemed a public nuisance pursuant to City of Salinas Municipal Code. In the event that a public nuisance is not abated in accordance with the fire code official's order or the order of the Board of Appeals, if any, the fire code official may proceed to abate the nuisance by force account, contract, or any other method deemed most expedient by the fire code official or the Board, as the case may be. The cost of such abatement may be charged to the owner of record or assessed to the property in a manner provided in the City of Salinas Municipal Code.

(j) Section 113.4.2 is added to read as follows

113.4.2 Enforcement. The fire code official and her/his designees, pursuant to the provisions of Section 836.5 of the Penal Code of the State of California, are hereby authorized to arrest a person without a warrant whenever they have reasonable cause to believe that the person has committed a violation of any of the provisions of this Code in their presence. Upon making such an arrest, the fire code official or her/his delegated subordinate shall prepare a citation and release the person arrested pursuant to Section 853.6 of the Penal Code of the State of California, the provisions of which are hereby adopted by reference as part of this Section.

(k) Section 113.5 is added to read as follows:

113.5 Recordation of notice of fire code violation.

1) Whenever the fire chief or his or her duly authorized representative finds a fire code violation in any building or on any premises, the fire chief may cause to be recorded in the office of the county recorder a notice of the pendency of fire code violation abatement proceedings.

Such notice shall describe the property and shall certify:

- a. That there exists as to any building on the property or upon the premises, as appropriate, a fire code violation; and
- b. That the owner has been notified.
- 2) Whenever the fire code violation has been corrected to the satisfaction of the fire chief so that the fire code violation no longer exists, and a notice has been recorded pursuant to the subsection 1 of this section, the fire chief shall cause to be recorded a new notice in the office of the county recorder certifying that there no longer exists a fire code violation as to any building on the property, or upon the premises, whichever is appropriate.

(1) Section 114.4 is amended to read as follows:

114.4 Failure to comply. It is unlawful for any person, firm or corporation to violate or fail to comply with any lawful order of the fire code official; fail to comply with an order by the Board of Appeals; within the time fixed therein. Every such violation shall be deemed a misdemeanor and shall be punishable by a fine of not more than \$1000.00 plus court assigned fees or by imprisonment not exceeding 1 year in the county jail, or both such fine and imprisonment. Alternatively, and in the discretion of the City Attorney, violations may be prosecuted administratively pursuant to the provisions of the Salinas Municipal Code or pursuant to any other remedy available to the City under the law.

(m) Section 202 is amended to add definitions as follows:

All weather driving surface. An all-weather driving surface shall be asphalt, concrete or other approved driving surface capable of supporting the imposed load of Salinas Fire Department fire apparatus weighing at least 75,000 pounds, and as approved by the Fire Code Official

Combustible Vegetation is material that in its natural state will readily ignite, burn and transmit fire from the vegetative growth to any structure; this includes ground fuels which are any native or landscape vegetation not considered a tree and generally in contact with the ground.

Fire Hazard is anything that increases or could create an increase of the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire or anything or act which could obstruct, delay, hinder or interfere with the operations of the fire department or egress of occupants in the event of fire.

Hookah. A smoking device that consists of a bowl mounted on a vessel of water which is provided with a long tube and arranged so that smoke is drawn through the water where it is cooled and up the tube to the mouth.

Legal representative of the jurisdiction. It shall mean the city attorney of the city of Salinas, or his or her designee.

Municipality. As applied to the area within the contiguous boundaries of the City of Salinas, it shall mean the City of Salinas.

Public Nuisance. The unreasonable, unwarranted and/or unlawful use of property, which causes inconvenience, danger or damage to others, either to individuals and/or to the general public. Nuisances may include, but not be limited to noxious smells, noise, burning,

unauthorized collections or storage of hazardous materials.

Structure means a residence and attached garage, building or related facility that is designed primarily for human use or habitation. Decking, fences, detached garages, sheds, gazebos, shade covers, and similar facilities are not considered structures for the purposes of determining fire protection requirements.

Travel time is the estimated time it would take for a responding agency to travel from the fire station to the furthest structure in a proposed development project, determined by measuring the safest, most direct, appropriate, and reliable route with consideration given to safe operating speeds for heavy fire apparatus.

Response Time is the elapsed time from the fire department's receipt of the first alarm to when the first fire unit arrives at the scene.

(n) Section 307.2.1 is amended to read as follows:

Section 307.2.1 is amended to read as follows:

307.2.1 Authorization. Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the Monterey Bay Air Resource District, provided that all conditions specified in the authorization are followed. During the "Declared open burn season" (As declared by the Monterey Bay Air Resource District) pile burning is allowed, at the discretion of the Fire Chief, when the "Guidelines for Pile Burning" (published by the California Department of Forestry and Fire Protection or Monterey Bay Air Resource District) are strictly adhered to.

(o) Section 307.6 is added to read as follows:

307.6 General burning prohibitions. Trash, yard waste, rubbish and paper are prohibited as fuel for bonfires, recreational fires, and fires in outdoor fireplaces. Smoke or odor emissions from bonfires, recreational fires and use of outdoor fireplaces that make such fires hazardous shall be prohibited. The fire code official is authorized to order the extinguishment of a fire which creates a nuisance to neighboring properties or adds to a hazardous situation. A complaint to the fire code official shall be prima facie evidence of a nuisance.

(p) Section 310.2 is amended to add the following:

Section 310.2 Prohibited Areas. Exception: Smoking lounges, sometimes referred to as "hookah cafes" shall be subject to review and approval by the City of Salinas and Monterey County Health Department. The following is a list of Salinas Fire Department

requirements:

- Adequate ventilation is required when heating coals. A mechanical exhaust hood system that is listed shall be installed to provide ventilation. A building permit is required to install a mechanical exhaust hood system.
- 2) The mechanical exhaust hood fan shall be on at all times while coals are being prepared.
- 3) Whenever hot coals are removed from the preparation area, they shall be placed in a ceramic, metal, or other noncombustible container. Open mesh containers shall not be used.
- 4) Coal containers shall not be placed on combustible materials, such as tablecloths or furniture. All devices used to transfer coals from the container to the hookah pipe shall be of a non-combustible material.
- 5) Hookah pipes shall be securely fastened in place to prevent overturning. An approved clasp or hook may be used to secure the pipe to a table or other stationary object. A shield or other approved device shall be applied to the top of the pipe to prevent accidental contact of patrons to exposed coals. A protective device may be a cap constructed of aluminum foil so that the height is not less than two inches above the top of the coals.
- 6) Used coals shall not be discarded in such a manner that could cause ignition of combustible materials. Used coals shall be removed and placed into a sealed metal or ceramic container with a lid (no openings other than the lid). The container shall be labeled "Hot Coals Only". The container shall not be placed within ten feet of other combustible materials, including combustible floors, walls, partitions, or within two feet of openings of the building. Hot ashes shall be thoroughly cooled (at least 24 hours) before being discarded.
- 7) The occupant load of a business shall be determined by the Salinas Fire Department. If an occupant load is 50 or more all requirements of the California Fire and Building Code shall apply for assembly occupancy. Requirements for assembly occupancies shall apply.
- 8) 2-A:10-B:C type fire-extinguishers shall be installed in approved locations.
- (q) Section 503.1 is amended to read as follows:
 - **503.1 Where required.** Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3., and Appendix D

(r) Section 503.2.1 is amended to read as follows:

503.2.1 Dimensions.

1) Fire apparatus access roads shall have an unobstructed improved width of not less than twenty feet (20'), and twenty-six feet (26') where there is a fire hydrant or fire department connection present, exclusive of shoulders.

Exceptions:

- a. Approved security gates in accordance with Section 503.6. Gated entrances with card readers, guard stations or center medians, are allowed, provided that each lane is not less than fifteen feet (15') wide.
- b. Driveway and parking aisle reductions, in accordance with Salinas City Code, Chapter 37 Zoning. Article V, Division 2, as approved by the fire code official.
- c. All fire apparatus access roads shall have an unobstructed vertical clearance of not less than thirteen feet six inches (13'6"). Vertical clearances or road widths shall be increased when, in the opinion of the fire code official, vertical clearances or road widths are not adequate to provide fire apparatus access.

Exception: Upon approval of the fire code official, vertical clearances or road width may be reduced as long as the reduction does not impair access by fire apparatus. In cases where the vertical clearance has been reduced, approved signs shall be installed and maintained indicating the amount of vertical clearance.

(s) Section 503.2.3 is amended to read as follows:

Section 503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus not less than 75,000 lbs., unless authorized by the fire code official, and shall be provided with an approved all weather driving surface.

Alternate Fire Apparatus Access Surface. Alternative fire apparatus surfaces such as "Grass Crete", "Turf Block", or similar-type materials may be used under certain conditions. An Alternate Materials and Methods request in accordance with California Fire Code Appendix Chapter 1, Section 104.9 shall be submitted to the Fire Code Official prior to installation. The submittal shall include the design criteria based upon the imposed load of fire apparatus. The alternate surface shall be:

- a. Marked, with the lane at the curb delineated with lights, bollards, paint, and/or contrasting material.
- b. Structurally sound to preclude movement or disbanding with soil movement.

- c. Field tested by the contractor in the presence of the fire code official. Contact the local fire agency for specifications on testing. Testing may include driving the alternate surface by a weight-verified vehicle. Prior to testing, the soil shall be soaked.
- d. Prior to final approval, the engineer of record (civil or soils engineer) shall certify the installation.
- (t) Section 503.2.4 is amended to read as follows:

Section 503.2.4 Turning Radius. The turning radius of a fire apparatus access road shall be a minimum of 40 feet outside turning radius and 20' inside turning radius, or as approved by the fire code official.

(u) Section 503.2.6 is amended to read as follows:

Section 503.2.6 - Bridges and elevated surfaces. When a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HS-20 (25 ton). Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained when required by the fire code official.

(v) Section 503.2.7 is amended to read as follows:

Section 503.2.7 Grade. The gradient for a fire apparatus access roadway shall not exceed 10%. Grades exceeding 10% (incline or decline) shall not be permitted without mitigation. The fire code official may require additional mitigation measures as deemed appropriate.

(w) Section 503.2.8 is amended to read as follows:

Section 503.2.8 Angles of approach and departure. The angles of approach and departure shall not exceed 8 degrees, or as approved by the fire code official.

(x) Section 503.3 is amended to read as follows:

Section 503.3 Marking. Where required by the fire code official, fire apparatus access roads shall be marked or other approved notices or markings as a fire lane, as set forth in California Vehicle Code section 22500.1 (public) or 22658(a) (private), and Salinas Fire Department standards. Signs or notices shall be maintained in a clean and legible condition at all times and is replaced or repaired when necessary to provide adequate visibility. The designation shall be indicated by:

- A sign immediately adjacent from the designated place that include "NO PARKING - FIRE LANE" signs, on both sides of interior access roadways in locations where vehicle parking would encroach on the required 20 - 26-foot clear width of roadway at 30-foot intervals, and/or
- 2) All raised curbs shall be painted red with the words "NO PARKING FIRE LANE" stenciled 4 inches high at 30-foot intervals, or
- 3) In absence of raised curb, outline or paint the place in red, and in contrasting color, marking the outline of the roadway with the words "NO PARKING FIRE LANE" stenciled 4 inches at 30-foot intervals, and which are clearly visible from a vehicle.
- 4) Fire apparatus access roads utilizing an approved "Alternate Surface" in section 503.3.3 fire lane shall be marked immediately adjacent to the fire access edge, delineated with lights, bollards, paint, and/or contrasting material.
- (y) Section 503.4.2 shall be added to read as follows:
 - **503.4.2 Roadway Design Features.** Roadway design features, to included but not limited to, speed bumps, speed humps, speed control dips, modern roundabouts, raised medians, low-volume local streets, etc., which may interfere with emergency apparatus responses shall not be installed on fire access roadways, unless they meet design criteria approved by the fire code official.
- (z) Section 503.6 is amended to read as follows:

503.6 Security gates. No person shall install a security gate or security device across a fire access roadway without the fire code official's approval. All gates providing access from a road to a driveway shall be located a minimum of thirty feet (30') from the nearest edge of the roadway and shall be at least two feet wider than the width of the traffic lane(s) serving the gate. An automatic gate across a fire access roadway or driveway shall be equipped with an approved emergency key-operated switch overriding all command functions and opening the gate. A gate accessing more than four (4) residences or residential lots or a gate accessing hazardous institutional, educational or assembly occupancy group structure, shall also be equipped with an approved emergency traffic control-activating strobe light sensor or other device approved by the fire code official, which will activate the gate on the approach of emergency apparatus with a battery back-up or manual mechanical disconnect in case of power failure. An automatic gate shall meet fire department policies deemed necessary by the fire code official for rapid, reliable access. An automatic gate serving more than one (1) dwelling or residential lot in existence at the time of adoption of this chapter is required to install an approved emergency key-operated switch or other mechanism approved by the fire code official, at an approved location, which overrides all command functions and opens the gate. A property owner shall comply with this

requirement within ninety (90) days of receiving written notice to comply. Electric gate openers, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

(aa) Section 505.3 is added to read as follows:

505.3 Response map updates. Any new development, which necessitates updating of emergency response maps by virtue of new structures, hydrants, roadways or similar features, shall be required to provide map updates in a PDF and/or CAD format, as approved by the fire code official, or compatible with current department mapping services.

(bb) Section 506.1 is amended to add the following after the first paragraph:

Section 506.1 Where required. All buildings equipped with a monitored fire alarm system fire sprinkler system, and or other automatic fire protection system shall have an approved key box on site in an approved location. Where hazardous materials are stored an approved keyed cabinet shall be onsite in an approved location. The cabinet shall contain, but shall not limited to containing, hazardous materials data, MSDS (Material Safety Data Sheets), pre-fire plans, building floor plans and evacuation procedures.

(cc) Section 507.3 is amended to read as follows:

Section 507.3 Fire flow requirements. Fire flows for buildings or portions of buildings and facilities shall be based on Appendix B or the standard published by the Insurance Services Office, "Guide for Determination of Required Fire Flow".

(dd) Section 507.5 amended to read as follows:

Section 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6, Appendix C, and NFPA 291.

(ee) Section 510.1 is amended to add the following after Exception 4:

Section 510.1 Emergency responder communications enhancement systems in new buildings.

Exceptions:

5. Where public safety radio system signal levels are anticipated to fall below the acceptable limits as set forth in section 510.4, the Fire Code Official may allow for a mitigation fee to be assessed to augment the coverage of the regional public safety radio system to achieve the minimum signal strength standards as an alternate to a building specific communication system.

(ff) Section 903.3.1.3 is amended to add the following after the first paragraph:

Section 903.3.1.3 NFPA 13D Sprinkler Systems

- 1) Leak testing. All new fire sprinkler systems installed in Group R-3 occupancies shall be tested by installer at time of installation, and witnessed by fire code official, for leakage by undergoing a hydrostatic test made at 200 psi for a two-hour duration.
- 2) Local water flow alarms. Local water flow alarms shall be provided on all sprinkler systems. Local water flow alarms shall be powered from the main kitchen refrigerator circuit. The local water flow alarm shall be clearly audible from within the master bedroom at an audibility level of not less than 75 dBa. Where no kitchen exists in the building, the water flow alarm shall be powered from the bathroom lighting circuit.
- (gg) Section 903.3.5.1 is amended to read as follows:

903.3.5.1 Domestic services. Where the domestic service provides the water supply for the automatic sprinkler system, the supply shall be in accordance with this section.

Automatic sprinkler systems may be connected to the domestic water-supply main when approved by the fire code official, provided the domestic water supply is of adequate pressure, capacity and sizing for the combined domestic and sprinkler requirements.

Each water system supplying both domestic and fire protection systems shall have a single indicating-type control valve after the meter, arranged to shut off both the domestic and the sprinkler systems and may have a separate shut-off valve for the domestic system only. The location of any control valve shall be approved by the fire code official. A separate shut-off valve is not required for the domestic water supply in multi-purpose piping systems.

(hh) Section 907.8.5 is added as follows:

Section 907.8.5 False Alarms.

To reduce the number of false and nuisance alarms, and to encourage inspection, testing and maintenance of fire alarm systems, the Salinas Fire Department shall assess a fee to the responsible party, as established by the City Council pursuant to Salinas Municipal Code, Chapter 11B. Additional penalties and fees may be assessed for each and every subsequent response. A false alarm is defined as; "any alarm system activation that triggers a fire department response that is not the result of a fire or fire-related smoke conditions".

(ii) Section 5001.5.1.1 is added to read as follows:

5001.5.1.1 HMMP approved location. The hazardous materials management plan shall be placed in an approved location, in a keyed box or other method of storage as approved by the fire code official or designated representative.

(jj) Section 5601.1.3, Exceptions 3 and 4 shall be amended to read as follows:

Section 5601.1.3 Fireworks.

Exceptions:

- 3. The use of fireworks for fireworks displays pyrotechnics before a proximate audience and pyrotechnic special effects in motion pictures, television, theatrical or group entertainment productions as allowed in Title 19, Division 1, Chapter 6 Fireworks reprinted in Section 5608, Health and Safety Code Division 11, and Salinas Municipal Code Chapter 5, Article II.
- 4. The possession, storage,, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided that such fireworks and facilities comply with the 2006 edition of NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, DOTn 49 CFR Parts 100-185, as applicable for consumer fireworks, Health and Safety Code Division 11, and Salinas Municipal Code Chapter 5, Article II.
- (kk) Section 5704.2.9.6.1 is amended as follows:

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited.

Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the geographic limits of districts in the City of Salinas established as follows:

1) The limits in which the storage of flammable or combustible liquids in above-ground tanks outside of buildings, and in CFC Section 5706.2.4.4 in which these tanks are restricted or are prohibited, are hereby established and designated as, all land within the present or future corporate limits of the city except in certain zoning districts within the city as established by Chapter 37 of the Salinas Municipal Code, and is allowed as follows:

A	Agriculture
IGC	General Commercial
CT	Thoroughfare-Commercial
IBP	Business Park

IBP	Business Park
IG	General Industrial

- 2) In IG, IBP, CT, ICG and A zones, the aboveground storage of Class I flammable or Class II or IIIA combustible liquids shall be permitted providing that the tank is listed as an insulated, vehicle impact, and projectile-resistant aboveground tank for flammable or combustible liquids, and that no more than three tanks per parcel and business occupancy are installed that exceed two thousand gallons (12 618L) individual or six thousand gallons (50 472L) aggregate capacity.
- 3) This section shall not be applicable to be construed so as to prohibit the construction new bulk plants exclusively utilizing underground storage tanks and tank vehicle bottom loading procedures.
- (ll) Section:5806.2 is amended as follows:

5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the geographic limits of districts in the City of Salinas established as follows:

(a) The limits in which storage of flammable cryogenic fluids in stationary containers is prohibited and permitted by exception are established as follows:

A	Agriculture
IGC	General Commercial
CT	Thoroughfare-Commercial
IBP	Business Park
IG	General Industrial

(mm) Section 6104.2 is amended as follows:

Section 6104.2 Maximum capacity within established limits.

The limits restricting the bulk storage of liquefied petroleum gas are established and designated as, all land within the present or future corporate limits of the city except in certain zoning districts within the city as established by Chapter 37 of the Salinas Municipal Code, and is allowed as follows:

A	Agriculture
IGC	General Commercial
CT	Thoroughfare Commercial
IBP	Business Park
IG	General Industrial

- (a) In IG zones, individual tank capacity shall not exceed one thousand two hundred gallons water capacity, with an aggregate not to exceed two thousand four hundred gallons water capacity.
- (b) In IBP, CG, CT and A zones, the aggregate capacity shall not exceed five hundred gallons water capacity.
- (c) No stationary storage tank shall be located within one hundred fifty feet of any A, E, I or R occupancy as specified in the California Building Code.
- (d) No stationary storage shall be located less than ten feet from the nearest street or sidewalk.

SECTION 3. CEQA CONSIDERATIONS. The adoption of this Ordinance is "Not a Project" as defined by the California Environmental Quality Act (CEQA) Section 15378. In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect and be in force thirty days from and after its adoption. The Building Standards Code will take effect on January 1, 2026 consistent with State law.

SECTION 6. PUBLICATION. The City Clerk of the City of Salinas is hereby directed to cause the following summary of this ordinance to be published by one (1) insertion in The Monterey Herald, a newspaper of general circulation printed, published, and circulated in the city of Salinas and hereby designated for that purpose by the Council of Salinas: "Chapters 9 and 13 of the Salinas City Code is hereby amended to adopt the most recent editions of the California Building Standards Code and International Property Management Code with local amendments."

PASSED AND ADOPTED this 28th day of October 2025, by the following vote: **AYES:** NOES: ABSTAIN: ABSENT: APPROVED: Dennis Donohue, Mayor ATTEST: Patricia M. Barajas, City Clerk APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

ATTACHMENT "A" FINDINGS and EXPLANATIONS

FOR REVISION OF THE CITY OF SALINAS FIRE DEPARTMENT AMENDMENTS TO THE 2025 CALIFORNIA FIRE CODE OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9

As required by Health and Safety Code sections 17958 and 18941.5, the City of Salinas does herewith make express findings that amendments to the 2025 California Fire Code are necessary for the protection of the public health, safety, and welfare due to certain climatic, topographic, or geological features existing in the City of Salinas.

The following matrix lists the City of Salinas amendments and the corresponding express findings. Minor editorial changes or typographical corrections to the Fire Code are not shown in these findings. The full texts of the proposed California Fire Code amendments are shown in Ordinance Article II of Chapter 13 of the Salinas City Code.

Definitions:

<u>Climatic</u> The average course or condition of the weather at a particular place over a period of many years, as exhibited in absolute extremes, means and frequencies of given departures from these means (i.e., of temperature, wind velocity, precipitation and other weather elements). <u>Topography</u> The configuration of landmass surface, including its relief (elevation) and the position of its natural and man-made features that affect the ability to cross or transit a terrain. <u>Geological</u> Scientific study of the Earth, including its composition, structure, physical properties, and history. Geology is commonly divided into sub-disciplines concerned with the chemical makeup of the Earth

Webster's Third New California Dictionary.

Climatic Considerations:

There are two types of climates: macro and micro. A macroclimate affects an entire region and gives the area a general environmental context. A microclimate is a specific variation that could be related to the other two factors, topography and geography. A microclimate may cover a relatively small area or be able to encompass an entire community, as opposed to another community in the same county.

Climatic consideration should be given to the extremes, means, and anomalies of the following weather elements:

- 1. Temperatures
- 2. Relative humidity
- 3. Precipitation and flooding conditions
- 4. Wind speed and duration of periods of high velocity
- 5. Wind direction
- 6. Fog and other atmospheric conditions.

Topographical Considerations:

Topographic considerations should be given to the presence of the following topographical elements:

- 1. Elevation and ranges of elevation
- 2. Location of ridges, drainages and escarpments
- 3. Percent of grade (slope)
- 4. Location of roads, bridges and railroads
- 5. Other topographical features, such as aspect exposure

This information becomes an important part of creating an analysis of flood prone because topography and elevations are key elements (along with access roads) that create the need for fixed fire protection requirements in this code.

Geological Considerations:

Geological considerations should be evaluated to determine the relationship between man-made improvements (creating an exposure) and factors such as the following:

- 1. Fuel types, concentration in a mosaic and distribution of fuel types
- 2. Earthquake fault zone
- 3. Hazardous material routes
- 4. Artificial boundaries created by jurisdictional boundaries
- 5. Vulnerability of infrastructure to damage by climate and topographical concerns

Earthquake fault zones are the final component of the findings that suggest the need for fixed fire protection systems in a jurisdiction.

MATRIX OF FINDINGS and EXPLANATIONS 2025 California Fire Code Amendments

	Chapters or Sections	Description of Change	Finding Number(s) ¹							
	Salinas City Code Cha	Salinas City Code Chapter 13-9, Article II. Amendments to the California Fire Code								
(a)	Section 101.1	The code allows the local jurisdiction to fill in the jurisdictions name. This change provides the name 'City of Salinas'.	N/A							
(b)	Section 103.1	The first change (1) clarifies that the enforcement of the CFC shall be enforced by the fire prevention bureau and (2) sets the precedent for an annual Fire Department Report that is presented to council annually.	N/A							
(c)	Section 103.2	This section is removed as amendment (b) establishes enforcement responsibilities.	N/A							
(d)	Sections 104.12.1 and 104.12.2	Establishes the authority to obtain reimbursement from responsible individuals for the expenses of any emergency response and/or enforcement action by the City of Salinas.	N/A							

(e)	Section 105.1.1.1	Specifies that all permits and inspections shall be charged a fee and specifies that fee by referencing the current fee and charge report.	N/A
(f)	Section 105.3.9	Establishes the authority to obtain reimbursement from responsible individuals or entities for permits, inspections, and associated enforcement action by the Salinas Fire Department (SFD), to protect the public from fire or substances and situations.	N/A
(g)	Section 105.5.60	Adds the requirement for an operational permit to operate a Christmas tree lot.	N/A
(h), (i), (j), (k)	Section 113.4, 113.4.1, 113.4.2, and 113.5	Provides specific language in regard to persons who violate the provisions of the fire code without; or in violation, of a permit. It provides specific rules for Penalties, Abatement of the Violation, Enforcement of the Code with regards to the Penal Code and provides recordation requirements of the violation.	N/A
(1)	Section 114.4	Provides provisions to address failures of compliance with regards to violations of the code.	N/A
(m)	Section 202	Adds 10 definitions to the Fire Code.	All
(n)	Section 307.2.1	Adds required approvals from the Monterey Bay Air Resource District and the City prior to any "Open Burn" permits.	All
(0)	Section 307.6	Provides general burning prohibitions of Trash, yard waste, rubbish and paper as fuel for bonfires, recreational fires, and fires in outdoor fireplaces. Additionally, provides authorization for the SFD to extinguish a fire which creates a nuisance or adds to a hazardous situation.	All
(p)	Section 310.2	Requires smoking lounges or "hookah cafes" to be subject to review and approval by the City of Salinas and Monterey County Health Department.	4, 5
(q)	Section 503.1	Brings Appendix D – "Fire Apparatus Access Roads" into the body of the Fire Code.	1,2,3,4
(r),(s), (t),(u), (v) and (w)	Sections 503.2.1, 503.2.3, 503.2.4, 503.2.6, 503.2.7, and 503.2.8	Addresses maneuverability, access and turning radius in regard to fire department apparatus. Additionally, it sets limits for minimum designed imposed loads, elevated surfaces, maximum grades and approach and departure angles of access roadways.	ALL
(x)	Section 503.3	Provides specific locations and details for marking of curbs, fire lanes and access roads.	2, 4
(y)	Section 503.4.2	Provides requirements for roadway design features including speed bumps, modern roundabouts and other traffic calming devices to be reviewed by the Fire Code Official.	1,2,4
(z)	Section 503.6	Requires review of security gates or devices across a fire access roadway. It also provides specific widths and traffic requirements with regards to traffic lanes, functionality of electric and manual gates along with specific occupancy requirements.	2,3,4

(aa)	Section 505.3	Requires maps – in electronic format, to be submitted to the Fire Code Official, compatible with current department mapping services.	3,4
(bb)	Section 506.1	Requires buildings with Hazardous Materials to provide an approved access key box on site at an approved location. Additionally, the MSDS sheets, building floor plans and evacuations procedures shall be kept together in an approved location.	2, 3, 4, 5
(cc)	Section 507.3	References and provides an alternative standard by referencing the Insurance Services Office, "Guide for Determination of Required Fire Flow".	All
(dd)	Section 507.5	References and provides an alternative standard for Fire Hydrant Systems compliant with NFPA 291.	All
(ee)	Section 510.1	Provides an additional exception which would allow a mitigation fee to be paid to the city to augment to coverage of a regional public safety radio system.	TBD
(ff)	Section 903.3.1.3	Adds two additional requirements of 13D sprinklers. Leak testing and flow alarms are required prior to final of the installed system.	All
(gg)	Section 903.3.5.1	Allows for domestic water-supply connection when approved by the Fire Code Official; additionally, it requires a single indicating control valve after the meter, but may be provided with a separate shut off-valve.	All
(hh)	Section 907.8.5	Provides language to charge fees for false and nuisance alarms.	3, 4
(ii)	Section 5001.5.1.1	Requires the hazardous materials management plan shall be placed in an approved location	1, 2, 3, 5
(jj)	Section 5601.1	Amends the code to reference the State Fire Marshal's regulations for handling of explosives. Additionally, it references fireworks requirements back to Chapter 13A of Municipal Code.	3, 4, 5
(kk)	Section 5704.2.9.6.1	Amends the code to address locations of where and how certain above-ground storage tanks are allowed.	All
(11)	Section 5806.2	Amends to code to address locations of where and how certain fluids are contained based upon populated areas.	All
(mm)	Section 6104.2	Provides maximum capacity of bulk storage of LPG with established limits based upon populated areas.	All
1	Administrative Standards a	loes not require justification pursuant to HSC 17958, HSC 18941.5 or HSC 13869	

Findings for the Fire Code

Finding 1

The City of Salinas is situated in the Salinas Valley on California's Central Coast in between the Santa Lucia and Gabilan mountain ranges. Potential flood conditions are a concern in the City of Salinas. The most flood prone areas include either side of the creeks, in the vicinity of the airport, and the reclamation ditch which runs northwest-southwest through the City. The Natividad Creeks and Carr Lake are also prone to flooding during more intense storms. Flood in the low, central areas of the City of Salinas would affect the direct movement of fire apparatus. Two large fires at the same time during flood conditions would be disastrous. Automatic fire sprinklers may be the only fire control inside buildings within the flood area. Any delay in structural firefighting could allow a fire on our many wood shake or wood shingled structures to quickly involve a number of buildings. Additional fire apparatus and equipment from other communities responding on a mutual aid request may not be able to reach some fire areas. Access could be obstructed due to flooded streets and/or damaged bridges. Automatic fire sprinkler systems would reduce demands on firefighting forces and protect buildings, which may be otherwise inaccessible to the fire department during flood conditions.

Further, the flood conditions described above carry the potential for overcoming the ability of the fire department to aid or assist in evacuations, rescues, and the emergency tasks demands inherent in such situations. The potential for the aforementioned flooding conditions to result in limiting fire department emergency vehicular traffic, resulting in overtaxing fire department personnel, may further cause a substantial or total lack of protection against fire for the buildings and structures located within the jurisdiction.

Finding 2

All of Salinas is located within Seismic Design Category D according to Figure 1613.2(1) of the 2025 California Building Code. Category D consists of the second highest potential risk category due to the frequency and magnitude of earthquake activity nationwide. Seismic activity in this area occurs frequently and the real potential exists from four "active" faults. The greatest seismic threats are the San Andreas, and Calaveras Faults. The potential effects of earthquake activity include isolating the City of Salinas from the surrounding area and restricting or eliminating internal circulation due to the potential for collapsing of highway overpasses and underpasses, along with other bridges in the district, and the potential for vertical movement rendering surface travel unduly burdensome or impossible. Should an earthquake occur, built-in fire protection such as automatic fire sprinklers will allow the fire department to concentrate its efforts on areas of severe damage while the sprinkler systems will contain fires in areas where the water system still has pressure. Reduction in size of aboveground storage tanks containing flammable and combustible liquids and explosive materials will enhance the ability to contain fire as the result of such conditions.

Finding 3

Highway 101 bisects the City of Salinas. Transportation vehicles carrying known toxic, flammable, explosive, and hazardous materials heavily travel this highway. The potential for release or threatened release of a hazardous material along this route and others within the district is likely given the volume

transported daily. Incidents of this nature will normally require all available emergency response personnel to prevent injury and loss of life and to prevent, as far as practicable, property loss. Emergency personnel responding to such aforementioned incidents may be unduly impeded and delayed in accomplishing an emergency response as a result of this situation. With the potential result of undue and unnecessary risk to the protection of life and public safety and, in particular, endangering residents and occupants in buildings or structures without the protection of automatic fire sprinklers.

Finding 4

The City of Salinas is limited in its growth due to surrounding farmlands. This has caused high concentration of buildings and population density, whereby industrial areas of the City encroach and are in close proximity to commercial thoroughfare, business and residential areas. Restricting or prohibiting the storage, handling and use of certain explosive materials and flammable and combustible liquids is a means to reduce the hazard to life.

Finding 5

Prevailing north/south winds in the Salinas Valley increase the danger of a fire spreading from the place of origin, thereby increasing the need for built-in fire protection.



2025 California Building Standards Code Adoption

October 28, 2025 City Council

Angeline Anzini, Chief Building Official

Summary

- The California Building Standards Commission published the new California Building Standards Code, which is required to take effect on January 1, 2026.
- This code establishes minimum requirements to safeguard public health, safety, and general welfare within the built environment.
- The City is also adopting the 2024 edition of the International Property Maintenance Code which serves as the framework for enforcing minimum maintenance standards for existing structures.
- Jurisdictions can make amendments to this code based on local climatic, topographical or geological conditions.





Background

- Every three years, the California Building Standards Commission publishes the new California Building Standards Code.
- Codes are published in July to take effect on January 1st on the subsequent year.
- The City last adopted the 2022 California Building Standards Code and 2021 International Property Maintenance Code on December 6, 2022.

Amendments

AB 130 became effective July 1st, 2025.

- ☐ This law establishes a freeze on local building code modifications for residential construction from October 1, 2025, to June 1, 2031.
- ☐ Modifications for commercial construction are not frozen.
- Cities and counties can only modify building standards applicable to residential units if they meet specific criteria:
 - Emergency standard to protect health and safety
 - ☐ Wildfire building hardening efforts
 - ☐ Streamline the permitting process





Local Amendments



Permit Services retained the two amendments adopted last code cycle:

- One established a program to recover and divert materials from construction, deconstruction, and demolition, which aligns with the California Green Building requirements.
- The second streamlines the rooftop solar process, which is required by the Solar Rights Act, as amended by AB 2188 (Chapter 521, Statutes 2014).

The Fire Department provided amendments to the California Fire Code:

- Removed a previous amendment for fire sprinkler requirements in existing non-sprinklered buildings, when undergoing additions.
- The other amendments, previously adopted, update the wording for items such as fireworks and aboveground fuel storage tanks.

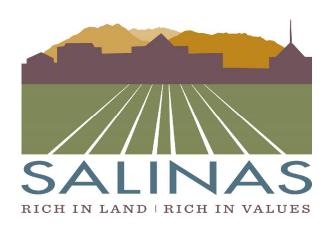
The International Property Maintenance Code was previously adopted without any amendments. This code cycle, Code Enforcement provided clarifications which:

- Identify the name of our code enforcement division.
- Reference the section of the Salinas Municipal Code which contains fees.
- Provide a more complete definition of an unlawful structure based on local experience.

Adoption of the 2025 California Building Standards Code and local amendments supports the City Council's 2025-2028 Vision and Strategic Goals by:

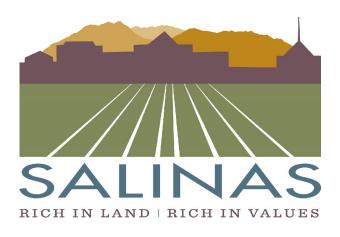
- Promoting safe and sustainable housing development, ensuring that new construction meets modern public safety standards.
- Enhancing infrastructure quality through updated building requirements, while local amendments reflect Salinas-specific needs, improving the delivery of city services.
- Streamlining building regulations and supporting economic development through clearer permitting processes and reduced delays for residential and commercial projects.
- Additionally, the updated standards help create safer, more accessible environments that benefit youth and seniors in the community.

Strategic Plan



Recommendation

A motion to adopt the 2025 California Building Standards Code and 2024 International Property Maintenance Codes along with the related local amendments



Questions?



City of Salinas

200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org

Legislation Text

File #: ID#25-457, Version: 1

Amendment No. 3 to Agreement for Professional Services with TEF Architecture and Interior Design, Inc. For Architectural Services

Approve a Resolution authorizing the City Manager to execute Amendment No. 3 to the Agreement for Professional Services with TEF Architecture and Interior Design, Inc. for architectural services to increase the total compensation amount by \$104,329 for a maximum compensation amount not to exceed \$840,889.



DATE: OCTOBER 28, 2025

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: LISA BRINTON, DIRECTOR

THROUGH: GRANT LEONARD, PLANNING MANAGER

TITLE: AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL

SERVICES WITH TEF ARCHITECTURE AND INTERIOR

DESIGN, INC. FOR ARCHITECTURAL SERVICES

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the City Manager to execute Amendment No. 3 to the Agreement for Professional Services with TEF Architecture and Interior Design, Inc. for architectural services to increase the total compensation amount by \$104,329 for a maximum compensation amount not to exceed \$840,889.

EXECUTIVE SUMMARY:

The City currently has a professional services agreement with TEF Architecture and Interior Design, Inc. to develop conceptual site plans and architectural renderings for a mixed-use affordable housing development to be located on City-owned property at 34, 36, 38, and 40, 37 and 39, and 45 Soledad Street. This Amendment expands the scope of services provided and increases the total compensation amount by \$104,329 for a maximum compensation amount not to exceed \$840,889.

BACKGROUND:

As part of the on-going efforts to implement the Chinatown Revitalization Plan (2019), the City purchased 34, 36, 38, and 40 Soledad Street in December 2022. In 2023 the City applied for and received \$1,555,000 in Regional Early Action Planning Grant (REAP 2.0) funding from the Association of Monterey Bay Area Governments (AMBAG) to complete predevelopment activities for the development of mixed-use affordable housing to be located at 34, 36, 38, and 40 Soledad Street in the Chinatown neighborhood.

In February 2024, the City entered into a professional services agreement with TEF Architecture and Interior Design, Inc. for an amount not to exceed \$82,250 to develop conceptual site plans and architectural renderings for a mixed-use affordable housing development to be located at 34-38 Soledad Street. In October 2024, the City received authorization from AMBAG to expand the

scope of work for the REAP 2.0 funding to include other properties within Chinatown that could be developed for mixed-use affordable housing. On November 19, 2024 the Council approved Amendment No. 1 to the TEF Architecture and Interior Design, Inc. agreement to further refine the design concepts, select a preferred concept for 34, 36, 38, and 40 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the contract term to December 31, 2025, and increase the not to exceed compensation amount to \$252,290. On July 1, 2025, the Council approved Amendment No. 2 to develop the design concepts for 34, 36, 38, 40 and 45 Soledad Street into schematic designs for entitlement prior to the preparation of a Request for Proposals for development of the sites. Amendment No. 2 also included design work for 37 and 39 Soledad Street, which is the location of the historic Republic Café and is a cornerstone of the Chinatown Revitalization Plan.

To date, TEF Architecture and Interior Design, Inc. has prepared conceptual site plans and architectural renderings for 34, 36, 38, 40 and 45 Soledad Street that have been informed by site visits, the historic context of the property and neighborhood, multiple stakeholder meetings, and consultation with affordable and market rate housing developers. A summary presentation of the work to date for 34, 36, 38, 40, and 45 Soledad Steet including conceptual renderings are included at Attachment 3. Renderings for 37 and 39 Soledad are currently being developed.

Amendment No. 3 allows the City and TEF Architecture and Interior Design, Inc. to complete additional design, historic structure analysis, structural engineering, and geotechnical work for 34, 36, 38 and 40, 37 and 39, and 45 Soledad Street. The expanded scope of work is detailed in the proposal from TEF Architecture and Interior Design, Inc. (Exhibit A).

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. The proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

Yes.

STRATEGIC PLAN INITIATIVE:

Development of the City-owned properties in Chinatown advances the City Council's 2025-2028 Housing and Economic Development initiatives by supporting the development of mixed-use affordable housing and the revitalization of the Chinatown neighborhood.

DEPARTMENTAL COORDINATION:

The Community Development Department is leading this effort with close coordination with Public Works and Finance Departments.

FISCAL AND SUSTAINABILITY IMPACT:

Funding for this project comes entirely from the Regional Early Action Planning Grant (REAP 2.0) funding from the Association of Monterey Bay Area Governments (AMBAG).

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
2953	30.3111-63.5010	Outside Professional Services	\$609,128	\$104,329

ATTACHMENTS:

- 1. Resolution
- 2. Amendment No. 3
 - a. Exhibit "A" TEF Architecture and Interior Design, Inc. Proposal/Scope of Work
- 3. Summary Report and Renderings
- 4. Professional Services Agreement
- 5. Amendment No. 1
- 6. Amendment No. 2

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND TEF ARCHITECTURE AND INTERIOR DEISGN, INC

WHEREAS, as part of the on-going efforts to implement the Chinatown Revitalization Plan, the City purchased 34, 36, and 38 Soledad Street in December 2022; and

WHEREAS, the City applied for and received \$1,555,000 in Regional Early Action Planning Grant (REAP 2.0) funding from the Association of Monterey Bay Area Governments (AMBAG) to complete predevelopment activities for the development of mixed-use affordable housing to be located at 34, 36, 38, and 40 Soledad Street; and

WHEREAS, In February 2024, the City entered into an Agreement for Professional Services with TEF Architecture and Interior Design, Inc. to develop conceptual site plans and architectural renderings for a mixed-use affordable housing development to be located at 34, 36, 38, and 40 Soledad Street; and

WHEREAS, in October 2024, the City received authorization from AMBAG to expand the scope of work for the REAP 2.0 funding to include other properties within Chinatown that could be developed for mixed-use affordable housing; and

WHEREAS, on November 19, 2024, the Council approved Amendment No. 1 to refine the design concepts further and select a preferred concept for 34, 36, 38, and 40 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the term of the contract to December 31, 2025, and increase the not to exceed compensation amount to \$252,290; and

WHEREAS, On July 1, 2025, the Council approved Amendment No. 2 to develop the design concepts for 34, 36, 38, and 40, 37 and 39, and 45 Soledad Street into schematic designs for entitlement prior to the preparation of a Request for Proposals for development of the sites, extend the term of the contract to December 31, 2026, and increase the not to exceed compensation amount to \$736,560; and

WHEREAS, TEF Architecture and Interior Design, Inc. has prepared conceptual site plans and architectural renderings for 34, 36, 38 and 40, 37 and 39, and 45 Soledad Street that have been informed by site visits, the historic context of the property and neighborhood, multiple stakeholder meetings, and consultation with affordable and market rate housing developers; and

WHEREAS, TEF Architecture and Interior Design, Inc. has submitted a proposal to complete additional design, historic structure analysis, structural engineering, and geotechnical work for 34, 36, 38, and 40, 37 and 39, and 45 Soledad Street; and

WHEREAS, the City has \$1,133,302 in REAP 2.0 funds available for predevelopment work at 34, 36, 38 and 40, 37 and 39, and 45 Soledad Street; and

WHEREAS, the City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council authorizes the City Manager to execute Amendment No. 3 to the Agreement for Professional Services between the City of Salinas and TEF Architecture and Interior Design, Inc. to expand the scope of services provided in Exhibit A, increase the total compensation amount by \$104,329.00 for a maximum not to exceed compensation amount of \$840,889.00.

PASSED AND APPROVED this 28th day of October, 2025, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	APPROVED:
	Dennis Donohue, Mayor
ATTEST:	
Patricia M. Barajas, City Clerk	



Additional Services Request #3: 37-39 Soledad Street, Additional Research & As-Built Services

From: Maryam Rostami ASR No.: 03

TEF Architecture & Interior Design, Inc Project No.: 22377.03

1420 Sutter Street, 2nd Floor San Francisco, CA 94109

Project: 37-39 Soledad Street HSR & Emergency Stabilization Client: Grant Leonard

City of Salinas

Date: September 02, 2025 Revised September 04, 2025

DESCRIPTION of ADDITIONAL SCOPE of SERVICES & FEES

TEF Design is requesting additional fees pursuant to extended scope items not anticipated by our proposal, including the items listed below, completed by both TEF and Groundwork Preservation.

Scope of Work

The scope of services included in this proposal includes:

- Additional Research to evaluate 39 Soledad Street for Historical Significance (by Groundwork Preservation)
 - a. Targeted Archival Research
 - b. Development of Additional site history and context
 - c. Update CPHR/HRHP evaluation
- 2. As-Built Documentation of 39 Soledad Street

(by TEF Design)

- a. Additional site visit to building to document existing conditions measurements
- b. Update of existing Revit model of the building.

A detailed breakdown of each discipline's services scope are included in attached fee documents.

PROPOSED FEE:

Fees will be invoiced monthly based on the percentage of work completed in that month.

 $\begin{array}{ccc} \text{Groundwork Preservation} & \$6,000.00 \\ \text{TEF} & $$\frac{\$1,960.00}{$\text{TOTAL}}$ & \$7,960.00 \\ \end{array}$

Estimated Reimbursables: \$293

Upon your agreement, please sign this Additional Services Proposal and/or please provide a Contract Modification. We will commence design services based on completion of a contract modification.



Agreed by:	
Client:	Architect:
Agreed by	Maryam Rostami, AIA, NOMA, LEED AP, LFA Principal TEF Architecture & Interior Design, Inc. 4 Sep 2025
Date	Date

09/02/25 Revised 09/04/25

TEF Design
37 Soledad Street HSR and Structural Upgrades
Additional Services Request 3
City of Salinas
TASK & HOURS SUMMARY: Design Team Summary

SCOPE of SERVICES

HSR	HOURS & FEES											
пэк		Principal	Rate	Project	Rate	Project	Rate	Arch	Rate	Clerical	Rate	Total
TASKS			\$350	Manager	\$250	Arch.	\$170	Staff	\$140	Staff	\$110	Fee
1.0	Update Revit Model	0	\$0	2	\$500	2	\$340	8	\$1,120	0	\$0	\$1,960
	Sub-Total	0	\$0	2	\$500	2	\$340	8	\$1,120	0	\$0	\$1,960

Project Name: Historic Structure Report, 37-39 Soledad Street, Salinas, CA - Addendum 1

Date: August 27, 2025

Prepared By: Preservation, LLC
Prepared For: Lindsey Moder, TEF Architects



						То	tals	Notes
								Task 4 includes targeted
								archival research,
								development of additional
								site history and context,
								and updated CRHR/NRHP
			5	Significance				evaluation to include 39
			Eva	luation for 39				Soledad and Criterion C/3
						La		significance.
	Rate		Qty		Qty		Cost	
	\$190.00	Hour	24		24	\$	4,560.00	
Historian	\$90.00	Hour	16	\$1,440.00	16	\$	1,440.00	
					Total	\$	6,000.00	
						Ехре		
Description	Rate	Unit	Qty	Cost	Qty		Cost	
5 1 15 .	40.570						40.00	
Federal Rate	\$0.670	Mile			0		\$0.00	
•	474.00						40.00	
, ,	\$74.00	Day			0		\$0.00	
County)	450.00				_		40.00	
	\$50.00	Flat rate		40.00				
				\$0.00			,	
					rotai		\$0.00	
						To	tals	
			EVE					
				Soledad				
1 Electronic deliverables only, no printing.				\$6,000.00		\$6,0	00.00	
. 0		Labor						
2 No rounds of review and comment from client.				\$0.00		\$0	.00	
, 3110110	-	Expenses						
3 Site visits are inclusive of travel time.				\$6.000.00		\$6.0	00.00	
		Cost	1	70,000.00	i e	70,0		
	mment from client	Description Rate Federal Rate \$0.670 Daily Rate (Monterey \$74.00 County) \$50.00 To printing.	\$190.00 Hour Historian \$90.00 Hour Description Rate Unit Federal Rate \$0.670 Mile Daily Rate (Monterey \$74.00 Day County) \$50.00 Flat rate Total Direct Labor Total Expenses avel time Total Project	Rate Unit Qty \$190.00 Hour 24 Historian \$90.00 Hour 16 Description Rate Unit Qty Federal Rate \$0.670 Mile Daily Rate (Monterey \$74.00 Day County) \$50.00 Flat rate Task Servation From client. Total Direct Labor Total Project	Significance Evaluation for 39 Soledad	Rate	Task 4: Research and Significance Evaluation for 39 Soledad Lai	Significance Evaluation for 39 Soledad Labor



Additional Services Request #4: 37-39 Soledad Street, Concept Design for 39 Soledad Street

From: Maryam Rostami ASR No.: 04

TEF Architecture & Interior Design, Inc Project No.: 22377.05

1420 Sutter Street, 2nd Floor San Francisco, CA 94109

Project: 37-39 Soledad Street Concept Design and Client: Grant Leonard

Entitlements Package City of Salinas

Date: September 19, 2025

DESCRIPTION of ADDITIONAL SCOPE of SERVICES & FEES

TEF Design is requesting additional fees pursuant to extended scope items not anticipated by our proposal, including the items listed below, completed by both TEF and Groundwork Preservation.

Scope of Work

The scope of services included in this proposal includes:

Task 1: Additional work to develop a conceptual design and stakeholder engagement for 39 Soledad Street

- a. Deliverables: Concept Design Presentation w/ 2 Renderings, Slidedecks and Notes from stakeholder engagement meetings
- b. Meetings: Three (3) stakeholder engagement meetings, 1 Concept Design Review Meeting
- c. Duration: 8 weeks (3 weeks Concept Design + 5 weeks Stakeholder Engagement)

Task 2: Additional work to proceed through Schematic Design (SD) for 39 Soledad Street

- Deliverables: 90SD Drawings (2 sets)
- Meetings: 1 client review meeting, 1 pre-app meeting with Planning
- Duration: 6 weeks

Task 3: Additional work to prepare Entitlements Packages for 39 Soledad and respond to comments, revise drawings

- Deliverables: Entitlements Package (2 packages)
- Duration: 6 weeks

PROPOSED FEE:

Fees will be invoiced monthly based on the percentage of work completed in that month.

TEF \$34,073.00

Estimated Reimbursables: \$613

Upon your agreement, please sign this Additional Services Proposal and/or please provide a Contract Modification. We will commence design services based on completion of a contract modification.



Agreed by:	
Client:	Architect:
Agreed by	Maryam Rostami, AIA, NOMA, LEED AP, LFA Principal TEF Architecture & Interior Design, Inc. 19 Sep 2025
Date	Date



Additional Services Request #5: 37-39 Soledad Street Structural Stabilization, Structural effort for Construction Documents and Construction Administration

From: Maryam Rostami ASR No.: 05

TEF Architecture & Interior Design, Inc Project No.: 22377.03

1420 Sutter Street, 2nd Floor San Francisco, CA 94109

Project: 37-39 Soledad Street HSR and Emergency Client: Grant Leonard

Stabilization City of Salinas

Date: September 19, 2025

DESCRIPTION of ADDITIONAL SCOPE of SERVICES & FEES

TEF Design and their consultant, Tipping Engineers, is requesting additional fees pursuant to additional work required to complete this project, including the items listed below, completed by both TEF and Tipping Engineers.

Scope of Work

The scope of services included in this proposal includes:

90% Construction Document for Building Permit and Pricing

- 1. Advance design documentation to 90% Construction Documents and Technical Specifications for Building Permit Submittal for City's approval and as bid documents.
 - a. Construction Drawings, Specifications, and structural calculations shall be sufficient for construction of the project.
 - b. Client and team will choose one schematic structural upgrade scheme to progress to Construction Documents.
- Update project construction cost estimate and review with the City.

Phase 4: Conformed Set (100% Construction Documents)

- 1. Meet with City permit review staff as needed to refine plans for resubmittal. Obtain final permit.
- After receipt of City's approval of Working Drawings, Technical Specifications, and results/changes based on external cost estimate and constructability review, assemble 100 % Final specifications and drawings.

Phase 5: Construction Administration and Project Closeout

1. Support the City and the Contractor in the construction of the project in accordance to the contract documents, schedule and budget; and in the turnover of a complete project.

PROPOSED FEE:

Fees will be invoiced monthly based on the percentage of work completed in that month.

 Tipping Engineers
 \$58,000.00

 TEF
 \$2,640.00

 TOTAL \$60,640.00



Estimated Reimbursables: \$750

Upon your agreement, please sign this Additional Services Proposal and/or please provide a Contract Modification. We will commence design services based on completion of a contract modification.

Agreed by:	
Client:	Architect:
Agreed by	Maryam Rostami, AIA, NOMA, LEED AP, LFA Principal TEF Architecture & Interior Design, Inc. 19 Sep 2025
Date	Date



September 10, 2025

Maryam Rostami TEF Design 1420 Sutter Street San Francisco, CA 94109

Re: 37-39 Soledad Street Stabilization - ASR#1 - CD-CA

Salinas, CA

Job No. 2024.294.00

Dear Maryam,

We are pleased to provide this proposal for additional services for the 37-39 Soledad Street Stabilization project. This proposal covers tasks and deliverables that are outside the scope of structural engineering services included in our original work agreement, dated August 18, 2025.

This additional services request is necessary to incorporate the design drawings, approvals and construction administration services associated with the implementation of structural stabilization measures identified as part of base scope of work in the August 18, 2025 agreement.

After visiting the site, reviewing relevant documents, drawings, and reports, and discussing the project goals with you and the client, we have identified a scope of recommended structural stabilization measures. We understand that due to funding requirements, the client now intends to complete the construction of the stabilization scope by March of 2026. As such, the design of this work is now proceeding on a faster track than originally anticipated.

The structural scope of stabilization work will include the following:

- Addition of wall to floor out-of-plane anchors at the second floor of both 37 and 39 Soledad (these were previously added at the roof level of 37 Soledad)
- Addition of new plywood roof sheathing at 39 Soledad and plywood floor sheathing at the second floor of both 37 and 39 Soledad (not that plywood roof sheathing was previously added to 37 Soledad).
- Addition of a new steel moment frame and footing to provide seismic strength in the building's transverse direction at the front facade
- Repair of damaged, rotated and detached framing at the front facade
- Repair of fire damaged wood framing at the roof and front elevation

• Coordination to ensure the preservation and/or temporary removal of historic elements at the entry facade that require rehabilitation.

As part of our work, we will provide a set of structural drawings for permit and construction. We will also provide substantiating calculations. We will respond to plan check comments and incorporate changes as required. We will provide typical construction administration services such as responding to contractor requests for information, making site observations, reviewing submittals, etc.

We propose to provide basic structural engineering services for the work described above for the fixed sums indicated below. Please note that this work is being done in accordance with the Additional Services Section of our original agreement referenced above, except the fee is fixed rather than hourly. Our fee shall be broken down by phase as follows:

Phase	Total Fee
Construction Documents	\$37,000
Approvals and Bidding	3,000
Construction Services	18,000
Total	\$58,000

If this proposal meets with your approval, please return a signed copy as our authorization to proceed.

We appreciate this opportunity to be of service to you. Please reach out directly if you have any questions or concerns about this additional services request.

Sincerely,	Accepted:	
Mar Styp	Signature	
Marc Steyer, SE, LEED AP Principal	Printed Name and Title	
	 Date	

AGREEMENT —AMENDMENT NO. [3] TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS

This Amendment No. [3] to the Professional Services Agreement (the "Amendment") is entered into this 28th day of October 2025, by and between the City of Salinas (the "City") and TEF Architecture and Interior Design, Inc., (the "Consultant"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into a/an Professional Services Agreement effective July 1, 2024, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, on November 19, 2024, the Council approved Amendment No. 1 to the TEF Architecture and Interior Design, Inc. agreement to refine the design concepts further and select a preferred concept for 34-38 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the term of the contract to December 31, 2025, and increase the not to exceed amount to \$252,290.00; and

WHEREAS, On July 1, 2025, the Council approved Amendment No. 2 to develop the design concepts for 34-38 37-39, and 45 Soledad Street into schematic designs for entitlement prior to the preparation of a Request for Proposals for development of the sites, extend the term of the contract to December 31, 2026, and increase the not to exceed amount to \$736,560.00; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect the additional scope provided by consultant and reflect the revised compensation to be paid to consultant.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

- 1. The Agreement, Scope of Services section, is amended to add the additional services outlined in the Consultant proposal, attached and incorporated by reference.
- 2. The Agreement, Compensation section, is amended to increase the not to exceed amount to \$840,889.00.
- 3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS	
René Mendez, City Manager	

APPROVED AS TO FORM:

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

TEF ARCHITECTURE AND INTERIOR DESIGN, INC.

Printed name: Maryam Rostami

Title: Principal_

Welcome!

6:00 Meeting Begins

6:45 Presentation

7:00 Break-out & discussion

7:45 Wrap-up



TEF

Salinas Chinatown

Soledad Street Redevelopment Community Meeting



City of Salinas | April 29 2025

We Craft Places People Love.

Established in 1997, our San Francisco-based staff of architects and interior designers provides large firm experience, delivered through the culture and care of a small practice.

25+

Years serving the Bay Area

50+

Architects, designers and support staff

MBE

Minority Business Enterprise, CA State











TEF Design at a Glance . . .

Based in San Francisco

Close proximity enables us to provide hands-on, responsive support at every phase.

50+ Employees

We provide a large firm experience delivered through the culture of a small practice.

- 16 CA Licensed Architects
- 5 Interior Designers
- 23 Technical Designers







Cultural District

- Asian Cultural Heritage District
- Period: 1893 1957
- Largest active Chinatown between
 San Francisco and Los Angeles
- Multicultural gathering place for immigrant laborers who formed the backbone of CA's agricultural economy (Chinese, Japanese, Filipinos, Mexican)
- Within City of Salinas "Areas of Historic and Architectural Merit"
- Architectural style is an emblem of multicultural heritage and historic buildings display Asian and Spanish influence: upturned roof eaves, tile roofs, and detailed balcony railings





Site Context

34 & 36 Soledad: Existing 1-story buildings, formerly commercial/ restaurant use

38 Soledad: Existing 2-story building, formerly Arre's Pool Hall + apartments, City of Salinas Historic Resource

40 Soledad: Empty lot

37 Soledad: Republic Cafe, NRHP listed property

45 Soledad: City-owned lot





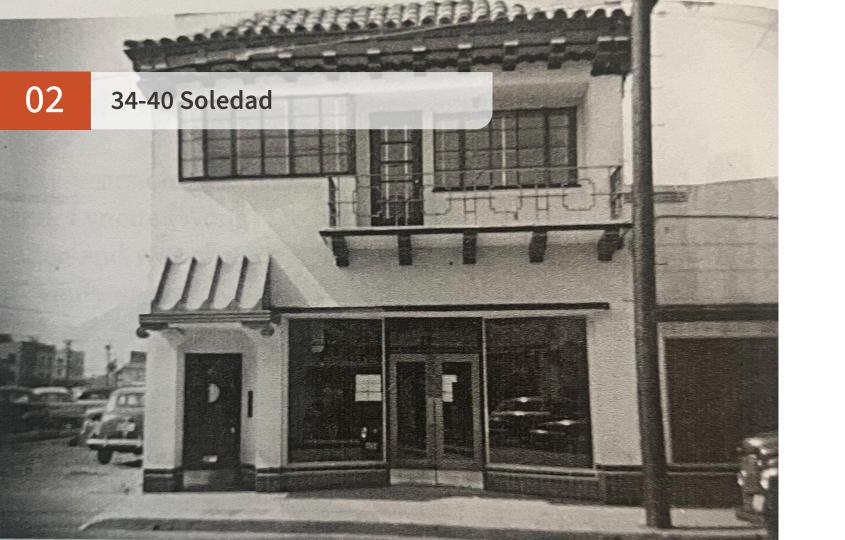
Overall Project Goals

Soledad Street Redevelopment

- Engage the community + build on revitalization work to date
- Celebate history, character + culture of Salinas Chinatown
- Focus on mixed use + affordable housing
- Emphasize energy efficiency







38 Soledad Street

City of Salinas Historic Resource

- Existing 2-story building
- Formerly Arre's Pool Hall with apartments above
- Recently red-tagged due to weather damage & safety concerns
- Proposed development would aim to salvage existing architectural elements and reconstruct the historic facade





34-40 Development

Mixed Use Commercial + Affordable Housing

Level 1

Commercial Space +/- 5000 SF Resident Lobby/Service +/- 2000 SF Resident Garage 26 spots

Level 2

Resident Green +/- 5600 SF

Levels 2-5

 Studios
 4
 10%

 1 Bed
 16
 40%

 2 Bed
 16
 40%

 3 Bed
 4
 10%





34-40





34-40



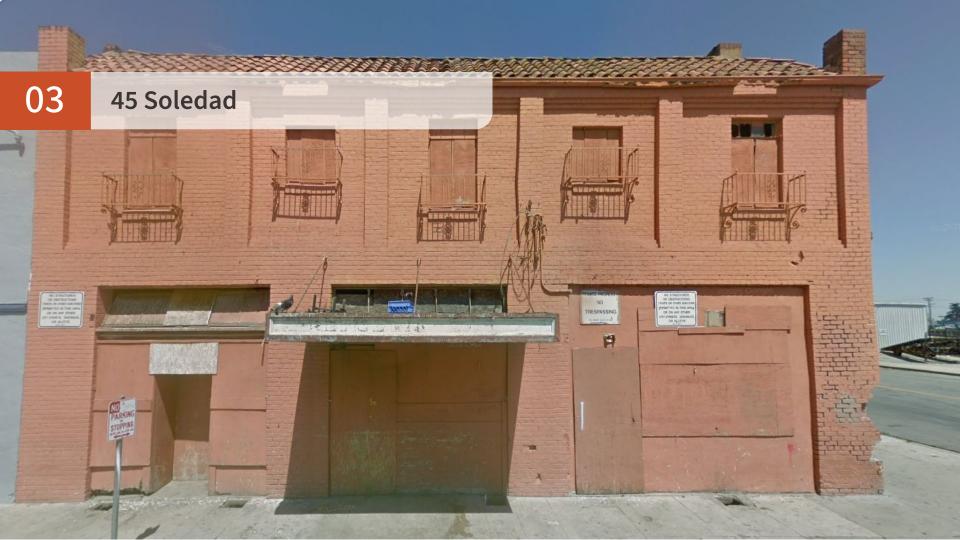


34-40 Soledad Proposed Development









45 Soledad Street

Lost Building - Former Republic Hotel

- Constructed c. 1932
- Building lost to fire in 2017
- Not a listed historic resource, but replacing the building in a future development would support the historic neighborhood character
- Lost Architectural Features:
 - Two-story masonry building
 - Hipped tiled roof with a subtle flare
 - Prominent awning at Soledad St over a central commercial entry
 - Inset windows of various sizes with ornate balconies at both facades





45 Soledad Development Options

Mixed Use - Commercial + Affordable Housing

3-Story Option			5-Story Option			
Level 1 Commercial Space Resident Lobby/Service Commercial Garage		+/- 3,630 SF +/- 980 SF 1 loading zone	Resident Lobby	<u>Level 1</u> Commercial Space Resident Lobby/Service Resident Garage		
Levels 2-3			Levels 2-5			
Studios	1	11%	Studios	2	12.5%	
1 Bed	4	44%	1 Bed	6	37.5%	
2 Bed	3	33%	2 Bed	6	37.5%	
3 Bed	1	11%	3 Bed	2	12.5%	
Roof			Roof			
Resident Green		+/- 2,870 SF	Resident Green	l	+/- 3, 120 SF	



















45 Soledad Development Options





3-Story Option

5-Story Option





37 Soledad Street

Republic Cafe

- NRHP listed property & City of Salinas Historic Resource
- Built in 1941 by Wallace Ahyte and Bow Chin
- Significant gathering place for Chinese, Filipino and Japanese community members
- Planned as future museum & cultural center to commemorate Salinas Chinatown

39 Soledad Street

Lotus Inn and Mi Cantina





37 and 39 Soledad

Concept Plans from previous planning efforts by the Asian Cultural Experience of Salinas (ACES)









Courtesy of ACE (Asian Cultural Experience)



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND TEF ARCHITECTURE AND INTERIOR DESIGN, INC.



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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND TEF ARCHITECTURE AND INTERIOR DESIGN, INC.

This Agreement for Professional Services (the "Agreement" and/or "Contract") is made and entered into this 1st day of February, 2024, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter "City"), and **TEF Architecture and Interior Design, 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. <u>Scope of Service.</u> The project contemplated and the scope of Consultant's services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
- 2. <u>Term; Completion Schedule.</u> This Agreement shall commence on February 1, 2024, and shall terminate on June 30, 2024, 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. <u>Compensation.</u> 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 <u>Exhibit B</u>. The total amount of compensation to be paid under this Agreement shall not exceed <u>Eighty-Two Thousand Two Hundred and Fifty Dollars</u> (\$82,250).
- 4. <u>Billing.</u> 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.** <u>Meet & Confer.</u> 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.
- **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.
- **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.
- **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) Jim Pia, Interim 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. <u>Acceptance of Work Not a Release</u>. 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.

Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder, including the performance of work of any of Consultant's subcontractors or agents, or Consultant's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

Pursuant to the full language of California Civil Code §2782, design 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 design 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 design Consultant. The City agrees that in no event shall the cost to defend charged to the design Consultant exceed that 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. <u>Insurance.</u> 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. <u>Non-Assignability.</u> 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. <u>Compliance with Laws, Rules, and Regulations.</u> 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. <u>Independent Contractor.</u> 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.** <u>Integration and Entire Agreement.</u> 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. <u>Jurisdiction and Venue.</u> 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. <u>Severability</u>. 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:

Douglas Tom, Founding Principal TEF Design 1420 Sutter Street San Francisco, California 94109

doug@tefarch.com

(415) 350-4323

(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.
- **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.** <u>Non-Exclusive Agreement.</u> 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.** <u>Rights and Obligations Under Agreement.</u> 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. <u>Licenses.</u> 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. <u>Counterparts.</u> 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.
- **132.** 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.
- **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.

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

— DocuSigned by:	
Jim Pia	
95AF7118EAC649A Jim Pia	
Interim City Man	ager

CITY OF SALINAS

APPROVED AS TO FORM:

Rhonda Combs

□ Christopher A. Callihan, City Attorney, or honda Combs, Assistant City Attorney

By (Printed Name): _

Douglas Tom

Its (Title): Founding Principal

Exhibit A- Insurance Requirements

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 Dat*e 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.

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Exhibit B-Scope of Service



tef design

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1420 Sutter Street, 2rd Floor San Francisco, CA 94108



Jessica Shull Associate Planner City of Salinas 65 W. Alisal Salinas, CA 93901

Dear Ms. Shull,

TEF Design is very excited for the opportunity to submit this proposal to provide professional design and engineering services for 34-38 Soledad Street in Salinas's Chinatown. This project is a cornerstone of the City's ambitious revitalization plan for the area and a big step towards the transformation of the long-neglected area.

This project also aligns with the mission and values of our firm: to strengthen community through design. At TEF, we accomplish this by putting listening, inclusion and exceptional partnership at the core of our practice to deliver smart, sensitive and responsible design solutions. Our experience and core strengths are also particularly well-suited to the challenges and opportunities of the project site:

- » Historic preservation expertise and powerful place-making through the adaptive reuse and integration of historic buildings and histories for new uses
- » Planning analytics including studies and conceptual design for multifamily housing
- » Public engagement processes that integrate community voices

I am a native of Salinas — the third generation of Chinese Americans to call the city home. I graduated from Salinas High School and Hartnell College, and have deep roots in the area. My mother was born and raised a few blocks from this property and my parents met in the 1940s at a dance at the Confucius Church. It would give me great personal and professional fulfillment to bring our firm's experiences directly to the City of Salinas under this contract.

We look forward to working with you, your team and community stakeholders to establish sound project criteria to advance the realization of the community's vision for the revitalization of Chinatown. We're excited to share our capabilities and approach with your in more detail in the next phase of your selection process.

Warm regards,

Douglas Tom, FAIA, LEED AP

Founding Principal TEF Design

doug@tefarch.com (415) 350-4323

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Cover Letter

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4.	Fees	14

FIRM OVERVIEW

WE CRAFT PLACES PEOPLE LOVE.

Creating places that connect people is at the heart of our work

Established in 1997, TEF provides planning, architecture and interior design solutions that integrate the social, economic and political dynamics of urban development throughout California, with a diverse portfolio encompassing workplace, healthcare, educational, infrastructure, and government/community projects. Our practice is distinguished by the convergence of "large firm" experience delivered through the culture and care of a small practice. And, our leadership offers decades of planning, programming and design experience, coupled with a deep commitment to supporting a transformative design process for our clients.

MISSION-DRIVEN DESIGN

Our mission is to strengthen community through design. Our staff of 45+ are focused on delivering caring and responsible design solutions that deepen human connection and advance the mission of our clients, whether they be a community of place, culture or purpose. We place people at the center of our practice and integrate research, technology, and robust processes to create enduring places where people come together to share ideas and build community.

COLLABORATION + PARTNERSHIP

Teamwork is innate to our work ethic. We believe genuine partnership between design team, client, builders, and the community is fundamental to outcomes of long term meaning and relevance. Establishing a shared culture of trust and open dialog is an essential part of authentic collaboration and a focus of our management approach that facilitates communication, efficiency, confident decision-making, and innovation.

YEARS
Serving the
Bay Area

STAFF
San Francisco
Office

STATE of CA Minority-Owned Business Entity



AUTHENTICITY + IDENTITY

While every project we design is an original expression, each shares a common framework of design principles. We seek modern, economic, and responsible solutions that are optimistic, open, and warm; that foster community, health, and well-being; and that are emotionally-satisfying to those who visit, work, and live in them. Through inquiry and collaboration, we strive to define and reveal the human foundation that gives identity to each unique project and that will maintain its lasting relevance to the community it serves.

TEF integrates the <u>AlA Framework for Design Excellence</u> – and its 10 Principals and questions – as part of our design process to advance the development of sustainable, resilient, and inclusive outcomes in our practice.

ECOLOGY + EQUITY

As a signatory to the AIA 2030 Commitment, we are committed to combating climate change through our practice and consider each assignment an opportunity to advance sustainable and healthy building design and construction practices in our community.

TEF has been responsible for the design of more than **25 LEED Certified projects** – including 1 LEED Platinum and 10 LEED Gold – and the the first Net-Zero electrical switchgear building designed to the International Living Future Institute's (ILFI) Zero Energy Building (ZEB) CertificationTM. Our staff comprises 12 LEED Certified Professionals and 3 Living Futures Accredited professionals who provide leadership across projects with a focus on decarbonization, social and environmental health, and water efficiency.

TEF is also proud to be an ILFI (International Living Future Institute) **Just. organization**. We display our pledge to these principles of equity and sustainability proudly – publicly committing to practices that exemplify social justice and corporate social responsibility while using these measurements to drive improvement.

SERVICES

- » Site Planning
- » Building Investigation + As-Built Drawings
- » Feasibility Analyses
- » Budget Verification / Cost Analyses
- » Test Layout / Fit Plans/Space Planning Projections
- » Master Planning / Alternative Development Schemes
- » Implementation Planning / Phasing / Scheduling
- » Stakeholder / Neighborhood Engagement
- » Programming / Design / Interior Design
- » Construction Documentation / Administration
- » Specification Writing
- » State Historic Building Code Expertise
- » Construction Phasing Strategies
- » Value Engineering Reviews
- » LEED certification
- » Local Entitlements / Compliance+ Permitting



Organization Name: TEF Design Organization Type: Architecture Headquarters: San Francisco, California Number of Employees: 34

Diversity & Inclusion

Sender Diversity

Ethin Diversity

Ethin Diversity

Englishment

Englishment

Equity

Stewardship

Frantion and Association

Living Wags

Employee Benefits

Health Care

Refurement Provision

Family Medical Leave

Training Education

Stewardship

Stewardship

Charitache Giving

Prositive Products

Employee Health

Privateal Health

Privateal Health

Purchasing & Supply Chain

THE SOCIAL JUSTICE LABEL 2.0

THE SOCIAL JUSTICE LABEL 2.0
TEF-001 EXP. 11/01/2025

INTERNATIONAL LIVING PUTURE DISTILLIE

RELEVANT EXPERIENCE

TEF brings ample experience relevant to addressing the challenges and opportunities of the 34 - 38 Soledad project. Example projects are provided in the pages following.

SITE PLANNING + FEASIBILITY STUDIES

TEF has a long history of developing site plans, feasibility studies and renderings for governmental, institutional and private clients. With this work we strive to find solutions that are cost effective and sustainable while also addressing cultural, community and historic contexts. We are currently completing work helping the University of California at Santa Cruz to identify the best ways to develop housing for their employees in order to address the shortage and high cost of housing in the area. We have identified the most suitable sites for housing, developed site and building plans with a wide variety of housing types and layouts, integrated historic preservation issues, and engaged stakeholders.

MULTIFAMILY HOUSING

TEF's housing work has typically been at an urban and community scale, with contextual infill developments and the adaptation of historic structures forming the majority of our experience. We always look for straightforward solutions that respect the neighborhood context, are livable and equitable and provide places for residents to connect and thrive. For our work on the adaptive reuse of Building 2 at the Pier 70 shipyard in San Francisco, we developed compact unit plans that allow each apartment to enjoy great light and views, while maximizing the total number of units.

HISTORIC

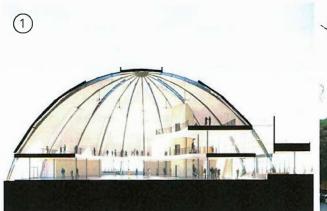
Unleashing the power of historic places for modern use is a core competency of our practice. We believe that preserving and adapting historic sites allows us to create places rich with meaning, texture and scale. Repurposing existing structures is also one of the most environmentally sustainable approaches to development. The award-winning Bayview Opera House is a significant historic building in a formerly marginalized African American neighborhood in San Francisco. We worked closely with the City and surrounding neighborhood to rehabilitate this building in a way that best serves the community, respects the building's character-defining features and honors its storied past.

COMMUNITY MEETINGS

Collaboration and engagement with local communities is essential to creating meaningful and successful projects, especially in historic urban contexts. We have extensive experience in this area — ranging from our work with multiple public agencies and their departments to a panoply of University student organizations and clubs — for a single project, and are adept at listening, communicating, and responding to stakeholders towards consensus. We are currently working on the Dogpatch Hub, a community center in San Francisco's rapidly developing Dogpatch neighborhood, with a design significantly shaped by neighborhood input. The work included surveys, direct outreach to key groups and potential partners and public community meetings.



SITE PLANNING + FEASIBILITY STUDIES



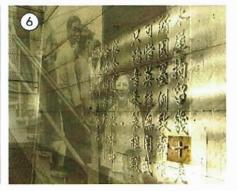


3		
	SCHEME 1 : Idealand School	SCHEME 2: New School
Square Feet (sf)	104,700	1#4,000
Construction Cost	\$77908,498	\$114,118,193
Const \$/sf	574411	\$792.49
Project Costs	5111 (600.000)	\$160,700,000
Project S/sf	\$1.065	\$1.116
*Project Cost school to Deep lost 11 W	\$121,500,000	\$175,200,000
Project S/sf	\$1.160	\$1,217

Project Cost seminimum in the control	\$14,600,000	
Project Cost see	\$1,995,000	







(1)

CENTURY 21 DOMED THEATER

San Jose, CA Size/Scope: 38,800 sf. Adaptive reuse of historic domed theater into mixed use commercial uses

Completed: 2022 (concept)

(2)

55/60 FRANCISCO OFFICE TO HOUSING STUDY

San Francisco, CA Size/Scope: 50,000 sf., feasibility study including test fits, structural analyses, concept design and cost analyses.

Completed: 2023

UC BERKELEY MINOR HALL **EXPANSION STUDY**

Berkeley, CA Size/Scope: 145,000 sf. programming and site and cost analyses for expansion of School of Optometry

Completed: 2018



UCSC COOPERAGE **FEASIBLITY STUDY**

Santa Cruz, CA Size/Scope: 2,100 sf; Feasiblity study and concept design for restoration of historic lime kiln cooperage structure

Completed: 2022

UCSC EMPLOYEE HOUSING

STUDY (w/Kennerly Architects) Santa Cruz, CA

Size/Scope: Analyses of 4 sites, including various unit typologies and mixes, and potential

yield and financing; Completed: 2022

ANGEL ISLAND **IMMIGRATION STATION MASTER PLAN**

Angel Island State Park, CA Size/Scope: 66,500 sf. assessment, rehabilitation plan for historic structures and grounds; phasing and associated costs Completed: 2002

MULTIFAMILY HOUSING















PIER 70 BUILDING 2

San Francisco, CA Size/Scope: 97,000 sf; adaptive reuse of historic warehouse structure to multifamily housing Completed: 2020 (DD + site permit)



3525 17TH STREET

Redwood City, CA Size/Scope: 12,000 sf., rehabilitation of 4-story historic, 16 unit complex

Completed: 2021



1300 EDDY ST.

San Francisco, CA Size/Scope: 42,200 sf., 30 3-story townhome development (design development thorugh

construction) Completed: 2007



915 NORTHPOINT

San Francisco, CA Size/Scope: 27,700; new 4-story, 49 unit apartments in two adjacent buildings Completed: 2016 (design)



THE SUTHERLAND

San Francisco, CA Size/Scope: new 33,600 sf.; 45-unit complex with retail and garage in two, 4-story adjacent buildings.

Completed: 2019



UCSC KRESGE COLLEGE STUDENT HOUSING

Santa Cruz, CA Size/Scope: 68,200 sf. renovation and upgrade of existing student dormitory; 160 beds

Completed: 2022



HISTORIC











BAYVIEW OPERA HOUSE

ty in a long neglected area.

Size/Scope: 9,32a1 sf. renova-

tion of landmark multiuse facili-

San Francisco, CA

Completed: 2016



(1)

SWISSNEX

San Francisco, CA Size/Scope: 27,700 adaptive reuse of waterfront landmark structure into flexible workplace and event space; building systems upgrade, access and fire/ life safety compliance. Completed: 2016



MISSION ARMORY

Completed: 2021

Redwood City, CA Size/Scope: 160,000 sf., seismic upgrade, systems upgrade, access, and fire/life safety of landmark building

San Francisco, CA Size/Scope: 41,000 sf. adaptive reuse of historic warehouses for commercial use

GORGAS WAREHOUSES

Completed: 2019

(2)

TAPSCOTT BUILDING

San Francisco, CA Size/Scope: 51,100 sf. award-winning, core and shell

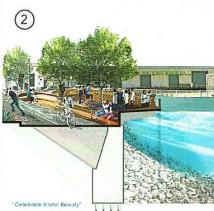
rehabilitation. Completed: 2022

PRESIDIO BLDGS 1201 + 1202

San Francisco, CA Size/Scope: 48,500 sf., LEED Gold/Silver adaptive reuse of historic structures at Ft. Scott Completed: 2013

COMMUNITY ENGAGEMENT















DOGPATCH HUB

San Francisco, CA Size/Scope: 10,800 sf. adaptive reuse for mixed-use community serving spaces. Completed: 2023



GARFIELD CENTER

San Francisco, CA Size/Scope: 22,000 sf natatorium rehabilitation and new clubhouse.

Completed: 2021



SF WATERFRONT RESILIENCE PROGRAM

San Francisco, CA Size/Scope: Evaluation and development of adaptation strategies to address climate change impacts (TEF is part of multidisciplinary team)

Completed: Ongoing



GOLDEN GATE VALLEY BRANCH LIBRARY

San Francisco, CA Size/Scope: 7,400 sf.renovation of historic branch Carnegie

library

Completed: 2011



HUNTERS POINT SUBSTATON

San Francisco, CA Size/Scope: new 28,900 sf. electrical substation with community plaza

Completed: 2018



DON FISHER CLUBHOUSE

San Francisco, CA Size/Scope: 36,800 sf., award-winning LEED Gold education and recreation center for Boys + Girls Clubs of SF Completed: 2016

tef design

KEY STAFF

Your project will be led by senior staff who bring significant experience in the analyses and crafting of development concepts. Their deep knowledge of urban development in cities throughout California, including the transformation of historic assets, will support outcomes that are strategic, cohesive, sustainable and feasible. Each brings substantial experience working in the public realm, with municipal agencies, commissions, elected officials, and community stakeholders.

LEADERSHIP

DOUGLAS TOM, FAIA, LEED AP | Principal-In-Charge Bachelor of Arts in Architecture, University of California, Berkeley Licensed Architect - C12405

A native of Salinas, Doug brings more than 40 years of experience to the team on a wide range of public and community-serving projects, ranging from recreational and educational facilities to non-profit social services centers. Notable projects under his leadership include a feasibility study to convert offices to multifamily housing at 55 Union Street in San Francisco, the adaptive reuse of a trio of landmark structures into leasable commercial spaces in the Presidio, and the award-winning renovation of the Bayview Opera House, located in a long neglected San Francisco neighborhood and entailing extensive community engagement.



MARYAM ROSTAMI, AIA, LEED AP BD+C, LFA | Managing Principal Bachelor of Architecture, Honors Liberal Arts, University of Texas, Austin, TX Licensed Architect - C37717

A talented architect and committed advocate for her clients, Maryam brings leadership and enthusiasm for design to each project, regardless of scale or scope. Her recent experience at UC Santa Cruz — a feasibility study for Employee Workforce Housing, design and criteria documents for renovating student housing at Kresge College, and feasibility study for the adaptive reuse of the historic Cooperage and Lime Kilns — and her background in affordable housing design, will be an asset to the team.



ANDREW WOLFRAM, AIA, LEED AP BD+C, LFA | Advising

Preservation Specialist

Master of Architecture, Planning and Preservation, Columbia University, Graduate School of Architecture, New York, NY Licensed Architect - C27838

Andrew has led some of the Bay Area's most significant and transformative adaptive reuse projects. He integrates innovative solutions with design acumen and a powerful commitment to environmental and social sustainability into every project. He collaborated with Maryam on housing projects at UC Santa Cruz and also provided leadership to a feasibility study/design for multifamily housing at 915 Northpoint and the design and delivery of 37 apartments at 915 Minna Street.



ELIZABETH MACKAY | Project Designer

Bachelor of Fine Arts, Academy of Art

Elisabeth is a versatile designer who brings considerable strength in multifamily housing development. Notable projects include Nevin Plaza in Richmond — which encompassed the rehabilitation of 140 units of affordable housing and new construction of 75 - 80 units on an adjacent site — as well as the 96-unit Elegance Senior Housing development in Berkeley and the 89-micro-unit Electric Lofts in Oakland. She also worked on the permit set for 1064 Mission Street, San Francisco's largest supportive housing project for formerly homeless seniors, featuring modular construction. Her experience working with the City of Salinas at City Hall is also a plus.



SUBCONSULTANT

As trusted civil engineering experts to TEF, BKF Engineers will leverage their considerable knowledge of and experience in Monterey County and the City of Salinas, to provide site utility, stormwater management, and surveying analyses and design.

JON TANG, PE, LEED AP, QSD/P | Associate Principal B.S., Civil Engineering, University of California, Davis Licensed Civil Engineer, CA, No. 67726

Jon has recently led the civil engineering for well over 1000 units of affordable and workforce housing and thousands of additional units of multifamily housing and mixed-use developments, involving transportation, circulation and utility infrastructure, and stormwater planning. Recent projects include the Balboa Reservoir, and workforce housing at 361 Turk Street and 145 Leavenworth Street in San Francisco.





2. APPROACH

UNDERSTANDING + APPROACH

The success of the 34-38 Soledad Street will depend on clearly identifying the project scope, establishing a shared vision for the development, then creating the path that will lead to project feasibility. Our efforts will be shaped by the Core Value and Guiding Principles of the *Chinatown Revitalization Plan*. And, our focus will be on bringing the community's vision, goals and aspirations for this site into alignment with the array of critical issues that will shape planning strategy.

Key considerations will include near and long term budget resources, identifying development partners, allowable zoning envelope, and other existing site and building assessment findings.

ROBUST INQUIRY

Establishing a deep understanding of the project will be our first priority. We will begin with extensive data gathering related to the project site, its history and context, existing site and building conditions, historic status and local zoning impacts, and the vision and goals of City staff and community stakeholders. The many years of public engagement and planning represented by the December 2019 *Chinatown Revitalization Plan* provides a strong foundation and jumping off point for the team.

Research and exploration will continue as we proceed with the development of early concepts, while engaging in initial stakeholder and community meetings to confirm our understanding of project opportunities, constraints and priorities.

ECONOMY, FLEXIBILITY + VALUE

These intertwined virtues are a priority in our work and central to our design ethic in relationship to conservation, social responsibility, and design excellence. We strive for efficiency, economy, integration, and collaboration and seek answers that deliver long term relevance. We will focus on the potential that the existing building and site have to offer and what is allowed under current zoning regulations. Simultaneously, we will advise the City

on issues ranging from cost considerations and performance metrics to environmental impacts and development phasing through the lens of feasibility.

EMPOWERING COMMUNITY + BUILDING CONSENSUS

TEF brings significant experience collaborating with diverse stakeholders within the framework of public decision-making processes and protocols. We will draw upon an array of strategies and tools — ranging from surveys, workshops, observational studies, focus groups, and story mapping — that enable us to engage in authentic listening and careful observation. We will also prioritize an efficient methodology of iteration with stakeholders to co-create and distill viable design concepts that have the support of the community and that are economically and technically feasible.

Developing design information that clearly communicates challenges, opportunities, variables and solutions are crucial to a process that empowers stakeholders to process data and make decisions. TEF takes great pride in leveraging BIM and parametric tools to rapidly render information-rich graphics that depict the quantitative and qualitative aspects of a design strategy.

MANAGEMENT APPROACH

Our project management approach emphasizes clarity of goals, expectations, roles and responsibilities, and continuous alignment of project parameters, supported by continuity of team leadership, clear communication protocols, and an arsenal of powerful tools. We strive to cultivate a shared culture of teamwork, honest communication, trust and transparency with our clients and stakeholders through a model of shared risk, goalsetting, problem-solving and collaboration.

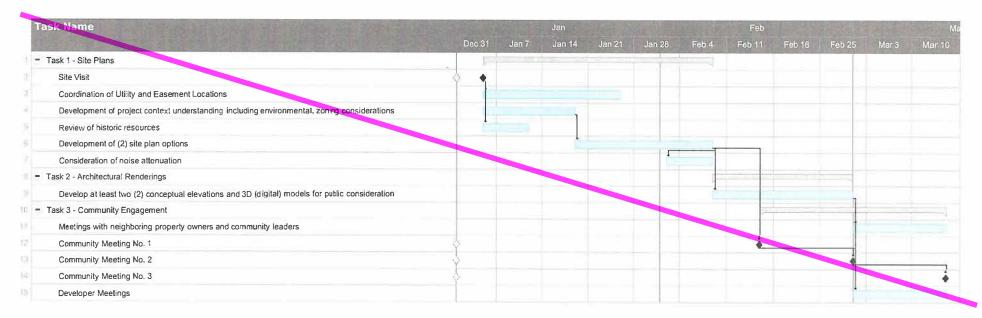
A detailed breakdown of tasks and deliverables is provided as part of our Fee on page 14.

3. SCHEDULE

SCHEDULE

Our proposed schedule anticipate roughly 10 weeks for project delivery. We look forward to further discussions with the City of Salinas to address any timeline constraints and adjustments.

SCHEDULE TO BE RENEGOTIATED WITH CITY OF SALINAS BASED ON CHANGE OF START DATE.





4. FEES

FEE PROPOSAL

TASK + HOURS SUMMARY

BASIC SERVICES		PHASES			
Firm	Discipline	Concept Design	Renderings	Community Engagement	Total
TEF	Architecture	\$19,575.00	\$14,815.00	\$14,560.00	\$48,950.00
BKF	Civil Engineering	\$9,600.00	\$0.00	\$0.00	\$9,600.00
	Boundary and Topographic Survey				\$20,000.00
	Utility Locating				\$3,700.00
TOTAL	3	\$29,175.00	\$14,815.00	\$14,560.00	\$82,250.00

Estimate of Reimbursable Expenses

\$881.00

TEF TASK + HOURS

		HOURS &	FEES								
rask 1 -	SITE PLANS	Principal	Rate \$275	Sr PM	Rate \$200	Arch Lovel 3	Rate \$180	Arch Staff 1	Rate \$145	Total Fee	
1.0	Site visit	4	\$1,100	4	\$800	4	\$720	0	\$0	\$2,620	
2.0	Coordination of Utility and Easement Locations	1	\$275	3	\$600	1	\$180	0	\$0	\$1,055	
3.0	Development of project context understanding including historic, environmental, zoning considerations	4	\$1,100	6	\$1,200	10	\$1,800	0	\$0	\$4,100	
4.0	Development of (2) site plan options	4	\$1,100	6	\$1,200	27	\$4,860	32	\$4.640	\$11,800	
	Sub-Total Task 1	13	\$3,575	19	\$3,800	42	\$7,560	32	\$4,640	\$19,575	
TASK 2 -	ARCHITECTURAL RENDERINGS Review of historic resources for the property and the level of preservation required	4	\$1,100	4	\$800	4	\$720	0	\$0	\$2,620	
6.0	Consideration of noise attenuation by design given the site's proximity to the railroad	1	\$275	2	\$400	4	\$720	0	\$0	\$1,395	
7.0	Develop at least two (2) conceptual elevations and 3D (digital) models for public consideration	4	\$1.100	8	\$1,600	16	\$2,880	36	\$5,220	\$10,800	
	Sub-Total Task 2	9	\$2,475	14	\$2,800	24	\$4,320	36	\$5,220	\$14,815	
TACK 2	COMMUNITY ENGAGEMENT										
8.0	Up to (4) zoom meetings with neighboring property owners and community leaders, as agreed upon by Stakeholders	2	\$550	4	\$800	0	\$0	0	\$0	\$1,350	
9.0	Preparation for community meetings, including creation of boards and stakeholder engagement materials	1	\$275	4	\$800	12	\$2,160	0	\$0	\$3,235	
10.0	Up to (3) 2-hour long in-person community meetings in Salinas	18	\$4,950	18	\$3,600	0	\$0	0	so	\$8,550	
11.0	Up to (3) zoom meetings with affordable housing developers previously agreed upon by Stakeholder group, using previously created site plan options for discussion	3	\$825	3	\$600	0	\$0	0	\$0	\$1,42	
	Sub-Total Task 3	24	\$6,600	29	\$5,800	12	\$2,160	0	\$0	\$14,560	

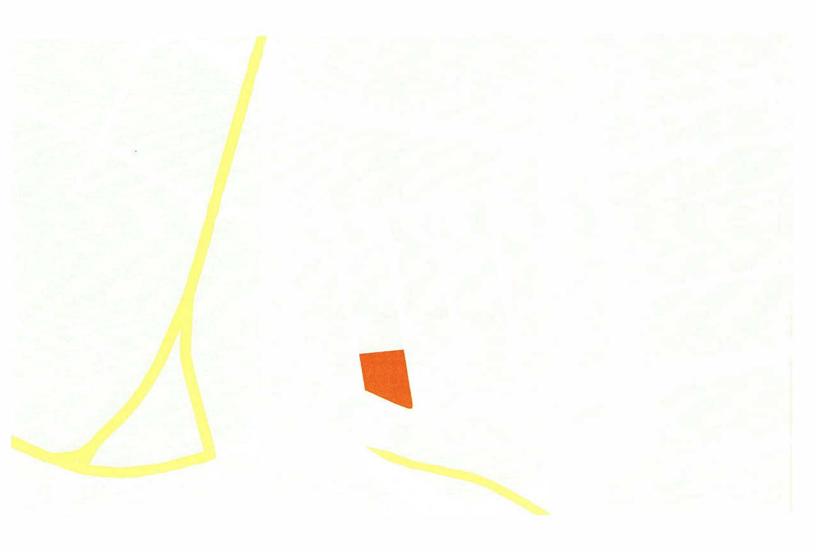
Reimbursable Expenses (estimated at 1.8% of fee)

\$881.00

SUBTOTAL TEF PROPOSED FEE + REIMBURSABLES

\$49,831





tefdesign

1420 Sutter Street, 2nd Fl. San Francisco, CA 94109

415.391.7918

TEFarch.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
-	DUCER	o tire	Cent	incate noider in neu or si		CONTACT NAME: Nancy Ferrick						
AssuredPartners Design Professionals Insurance Services, LLC												
3697 Mt. Diablo Blvd., Suite 230						PHONE (A/C, No, Ext); 510-272-1400 (A/C, No):						
Lafayette CA 94549						ADDRESS: nancy.ferrick@assuredpartners.com						
						INSURER(S)AFFORDING COVERAGE				NAIC#		
License#: 6003745						INSURER A: XL Specialty Insurance Co. 3						
	IRED F Architecture + Interior Design, Inc			TEFARCH-01	INSURE	RB: Sentinel	Insurance Co	ompany		11000		
	20 Sutter Street	•			INSURER C: HARTFORD INSURANCE COMPANY					38288		
	n Francisco CA 94109				INSURER D :							
					INSURE	RE:						
					INSURE	RF:						
СО	VERAGES CER	TIFI	CATE	NUMBER: 1536255916				REVISION NUMBER:				
IN C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REME	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER IS DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO	OT TO V	WHICH THIS		
INSR LTR		INSD	WYD	POLICY NUMBER	_		POLICY EXP (MM/DD/YYYY)	LIMIT	S			
В	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	57SBWRI6634		4/1/2023	4/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,			
								MED EXP (Any one person)	\$ 10,000			
								PERSONAL & ADV INJURY	s 1.000.			
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000			
	POLICY X PRO- JECT LOC					1		PRODUCTS - COMP/OP AGG	\$ 2,000,	000		
	OTHER:								s			
В	AUTOMOBILE LIABILITY	Υ	Υ	57SBWRI6634		4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	ANY AUTO					ľ .		BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)) \$			
	X HIRED X NON-OWNED AUTOS ONLY					1		PROPERTY DAMAGE (Per accident)	\$			
	AUTOS ONET				Ý			(Fer accident)	s			
В	X UMBRELLA LIAB X OCCUR	Υ	Υ	57SBWRI6634		4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 6,000,	000		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 6,000.			
	DED X RETENTION\$ 10,000							.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$			
С	WORKERSCOMPENSATION		Y	57WEGGC 3286		4/1/2023	4/1/2024	X PER OTH-				
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/ PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$ 1,000,	000		
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A							\$ 1,000,			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,			
Α	Professional Liability			DPR5010875		4/1/2023	4/1/2024	Per Claim	\$5,000	0,000		
	Includes Pollution Liability							Aggregate Limit	\$5,000	,,000		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if more	space is require	ed)				
hire	brella Liability policy is a follow-form unded/non-owned auto is the maximum cover	erlyii	ng Ge	enerai Liability/Auto Liability applies	//Emplo	yers Liability.	insured own	s no company vehicles; th	eretore			
RE	: All Operations of the Named Insured, T	he C	ity of	Salinas, its officers, official	ls, emp	loyees and vo	lunteers are	named as Additional Insu	red for C	3eneral		
	bility and Non-Owned and Hired Auto Lia								per pol	icy form		
WUI	ang. modrance coverage includes walve	UI UI	30010	ganon per ine anachied en	a or a Cil	icin(a). JU Da	, HOUGE OF C	anochanom.				
CE	RTIFICATE HOLDER	- 1			CANC	ELLATION 3	0 Days Notic	ce of Cancellation				
								ESCRIBED POLICIES BE CA				
	City of Collins							REOF, NOTICE WILL E Y PROVISIONS.	E DEL	IVEKED IN		
	City of Salinas City Attorney											
	200 Lincoln Avenue				AUTHO	RIZEDREPRESEN	ITATIVE					
	Salinas, CA 93901				2.()							

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Policy # 57SBWRI6634



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

- A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - WHO IS AN INSURED is replaced by the following:
 - (2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:
 - (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
 - (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
 - (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
 - (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
 - (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - OPTIONAL ADDITIONAL INSURED COVERAGES. These paragraphs do not attach or amend the language of any of the other subsections of Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

 a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

BUSINESS LIABILITY COVERAGE FORM

- b. Coverage under this provision does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

BUSINESS LIABILITY COVERAGE FORM

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "productscompleted operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "productscompleted operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

→ 6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual:
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b**. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or



That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the BUSINESS LIABILITY COVERAGE FORM not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

- B. Paragraph B. EXCLUSIONS is amended as follows:
 - Exclusion g. Aircraft, Auto or Watercraft does not apply to a "hired auto" or a "non-owned auto".
 - Exclusion e. Employers Liability does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
 - Exclusion f. Pollution is replaced by the following:
 - "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - a. That are, or that are contained in any property that is:
 - Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".
 - b. Before the "pollutants" or any property in which the "pollutants" are contained are

- moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
 - Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:
 - (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
 - (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs 15.b. and 15.c. of the definition of "mobile equipment".

Paragraphs **b**. and **c**. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto"
- 4. With respect to this coverage, the following additional exclusions apply:

a. Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. WHO IS AN INSURED is deleted and replaced by the following:

The following are "insureds":

- a. You.
- b. Your "employee" while using with your permission:
 - (1) An "auto" you hire or borrow; or
 - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
 - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- **c.** Anyone else while using a "hired auto" or "nonowned auto" with your permission except:
 - (1) The owner or anyone else from whom you hire or borrow an "auto".
 - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - (4) A partner (if you are a partnership), or a member (if you are a limited liability

- company) for an "auto" owned by him or her or a member of his or her household.
- d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.
 - However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".
- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

 "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

- "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
 - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
 - b. Customer's "auto" that is in your care, custody or control for service.

Form SS 04 38 09 09



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT **EXTENDED OPTIONS**

Policy Number: 57WEGGC3286

Endorsement Number:

Effective Date: 04/01/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TEF Architecture + Interior Design, Inc.

1420 Sutter Street San Francisco, CA 94109

Section I of this endorsement expands coverage provided under WC 00 00 00. Section II of this endorsement provides additional coverage usually only provided by endorsement. Section III of this endorsement is a Schedule of Covered States. You may use the index to locate these coverage features quickly:

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Form WC 99 03 03 B Printed in U.S.A. (Ed. 8/00)

Process Date: 3/29/2023

Page 1 of 6 Policy Expiration Date: 04/01/2024

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

- D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and
- E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

- reasonable expenses incurred at our request, INCLUDING loss of earnings;
- premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. litigation costs taxed against you;
- interest on a judgment as required by law until we offer the amount due under this law; and
- 5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within sixty days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION !!

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
- 2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

- The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
- 4. Bodily injury by accident must occur during the policy period.
- 5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

- any obligation imposed by workers' compensation or occupational disease law or any similar law.
- bodily injury intentionally caused or aggravated by you.
- officers or employees who have elected not to be subject to the state workers' compensation law.
- partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

- 1. Release you and us, in writing, of all responsibility for the injury or death.
- 2. Transfer to us their right to recover from others who may be responsible for the injury or death.
- Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

- bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
- 13. bodily injury sustained by any member of the flying crew of any aircraft.
- 14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the **Information Page** is replaced by the following:

B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee
OR		

The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from \$500,000 to \$1,000,000 in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- The bodily injury must be sustained by an officer or employee.
- The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
- 3. Bodily injury by accident must occur during the policy period.
- Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

- voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
- sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

- any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
- any obligation imposed by a workers' compensation or occupational disease law, or similar law.
- 3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

- release you and us, in writing, of all responsibility for the injury or death,
- transfer to us their right to recover from others who may be responsible for their injury or death,
- 3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

- actually sustain and pay the loss or expense in money after trial, or
- secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

- 1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
- in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the of provisions law that any provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

- A. This endorsement only applies in the states listed in this Schedule of Covered States.
- C. Schedule of Covered States:

CA

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

Countersigned by ______Authorized Representative

RESOLUTION NO. 22560 (N.C.S.)

A RESOLUTION APPROVING MASTER SERVICE AGREEMENTS BETWEEN THE CITY OF SALINAS AND WALD, RUHNKE & DORST ARCHITECTS, AETYPIC, BUREAU VERITAS, TEF DESIGN, AND LDA PARTNERS FOR ON-CALL ARCHITECTURAL SERVICES

- WHEREAS, the Public Works Department has identified the need to utilize on-call consultants to provide architectural services to assist the department with any building projects, and other services related to design and construction of various public works projects; and
- WHEREAS, on September 16, 2022, the City of Salinas engaged in a Request for Qualifications (RFQ) process to identify firms with the requisite qualifications to provide architectural services; and
- WHEREAS, on October 14, 2022, Public Works staff received nine (9) statements of qualifications (SOQ) from consultants; and
- WHEREAS, an evaluation committee consisting of Public Works staff reviewed each SOQ and selected the top five (5) based on the criteria set forth in the Request for Qualifications; and
- WHEREAS, the award of projects to the selected architectural firms will be based on an additional qualifications-based selection process.
- **NOW, THEREFORE, BE IT RESOLVED** that the Salinas City Council approves the Master Service Agreements between the City of Salinas and Wald, Ruhnke & Dorst Architects, Aetypic, Bureau Veritas, TEF Design and LDA Partners to provide architectural services for various public works projects; and
- **BE IT FURTHER RESOLVED,** that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the attached Master Service Agreements; and
- **BE IT FURTHER RESOLVED,** that the City Manager is authorized to execute extensions and/or modifications to the Agreements and to take whatever additional action may be necessary to effectuate the intent of this resolution; and
- **BE IT FURTHER RESOLVED,** that the City Engineer or his/her designee is hereby authorized to approve the Consultant's on-going performance of services without the need for subsequent Professional Service Agreements provided the Consultant is, at all times throughout the term thereof, in compliance with the terms and conditions of the Master Service Agreement approved through this Resolution.

PASSED AND APPROVED this 10th day of January 2023, by the following vote:

AYES: Councilmembers: Barrera, Gonzalez, McShane, Osornio, Rocha, Sandoval and Mayor

Craig

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

— DocuSigned by:

Kimbley Craig, Mayor

ATTEST:

— Documented by: Patricia Barajas

Patricia M. Barajas, City Clerk

AGREEMENT - AMENDMENT NO. [1] TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS

This Amendment No. [1] to the Agreement for Professional Services (the "Amendment") is entered into this 19th day of November 2024, by and between the City of Salinas (the "City") and TEF Architecture and Interior Design, Inc., (the "Consultant"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Consultant first entered into an Agreement for Professional Services effective July 1, 2024, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement to reflect the additional scope to be provided by Consultant, reflect the revised Compensation to be paid to Consultant, and extend the term of the Agreement.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

- 1. The Agreement, Scope of Services section, is amended to add the additional services outlined in the Consultant proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.
- 2. The Agreement, Compensation section, is amended to increase the not to exceed amount to \$252,290.00.
- 3. The Agreement, Term; Completion Schedule section, is amended to extend the term through December 31, 2025.
- 4. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

Pocusigned by:

Reve Mendez

Rever Wendez, City Manager

APPROVED AS TO FORM:

Liristopher A. Callilian

Signed by:

Chilstopher A. Callihan, City Attorney

TEF ARCHITECTURE AND INTERIOR DESIGN, INC.

Printed name: Maryam Rostami

Title: Principal

AGREEMENT — AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS

This Amendment No. [2] to the Professional Services Agreement (the "Amendment") is entered into this 1st day of July 2025, by and between the City of Salinas (the "City") and TEF Architecture and Interior Design, Inc., (the "Consultant"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into a/an Professional Services Agreement effective February 1, 2024, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, on November 19, 2024, the Council approved Amendment No. 1 to the TEF Architecture and Interior Design, Inc. agreement to refine the design concepts further and select a preferred concept for 34-38 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the term of the contract to December 31, 2025, and increase the not to exceed amount to \$252,290.00; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect the additional scope provided by consultant, reflect the revised compensation to be paid to consultant, and extend the term.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

- 1. The Agreement, Scope of Services section, is amended to add the additional services outlined in the Consultant proposal, attached hereto and incorporated by reference.
- 2. The Agreement, Compensation section, is amended to increase the not to exceed amount to \$736,560.00.
- 3. The Agreement, Term; Completion Schedule section, is amended to extend the term through December 31, 2026.
- 4. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

PocuSigned by:

René Mendez, City Manager

APPROVED AS TO FORM:

-Signed by:

Christopher a. Callilian

- ☐ Christopher A. Callihan, City Attorney
- ☐ Rhonda Combs, Assistant City Attorney

TEF ARCHITECTURE AND INTERIOR DESIGN, INC.

-DocuSigned by:

Maryam Rostami

Printed name: Maryam Rostami

Title: Principal_



Grant Leonard City of Salinas Community Development Department, Planning Manager 65 West Alisal Street, 2nd Floor Salinas, CA 93901 grantl@ci.salinas.ca.us

April 24, 2025

RE: City of Salinas 37 Soledad & 34-40/45 Soledad Street Affordable Housing Developments, Community **Engagement and Entitlements Package**

Dear Grant,

TEF Design (TEF or architect) is excited to submit this proposal to continue our work with the City of Salinas on affordable housing development at three parcels: 37 Soledad Street, 45 Soledad Street, and 34-40 Soledad Street in Salinas' Chinatown. Our scope will include concept design and facilitation of stakeholder engagement with the City, HRB and community stakeholders for 37 Soledad Street. Additionally, TEF will develop the conceptual design schemes to a 90% schematic design (SD) level and prepare (2) SD level packages to secure entitlements with the City of Salinas Planning Department for 37 Soledad Street and 34-40+45 Soledad Street (single package - scattered site).

We have assembled a team of consultants to assist with this work including BKF Engineers for Civil Engineering, Tipping Engineers for Structural Engineering, and Interface Engineers for Mechanical, Electrical and Plumbing Engineering. Their proposals are attached for your reference.

Scope & Durations

The scope tasks are summarized below. See Exhibit A: Task & Hours Summary for additional information.

Task 1: Concept Design & Stakeholder Engagement for 37 Soledad Street

- Deliverables: Concept Design Presentation w/ 2 Renderings, Slidedecks and Notes from stakeholder engagement meetings
- Meetings: Three (3) stakeholder engagement meetings, 1 Concept Design Review Meeting
- Duration: 8 weeks (3 weeks Concept Design + 5 weeks Stakeholder Engagement)

Task 2: Schematic Design (SD) for 37 Soledad & 34-40/45 Soledad

- Deliverables: 90SD Drawings (2 sets)
- Meetings: 1 client review meeting, 1 pre-app meeting with Planning
- Duration: 6 weeks

Task 3: Entitlements Packages for 37 Soledad & 34-40/45 Soledad

- Deliverables: Entitlements Package (2 packages)
- Meetings: 3 bi-weekly client check in meetings
- Duration: 6 weeks



Fees

Our proposed fee is summarized below and will be invoiced monthly as percent complete.

BASIC SERVICES			PHASES		
		Community	Schematic	Entitlements	
Firm	Discipline	Engagement	Design	Package	Total
TEF	Architecture	\$27,470.00	\$22,310.00	\$45,535.00	\$95,315.00
BKF	Civil Engineering	-	\$25,200.00	\$25,200.00	\$50,400.00
Tipping	Structural	-	\$12,250.00	\$12,250.00	\$24,500.00
Interface	MEP	-		\$9,500.00	\$9,500.00
TOTAL		\$27,470.00	\$59,760.00	\$92,485.00	\$179,715.00
Estimate of					
Reimbursable					
Expenses					\$881.00

Assumptions

- 1. TEF's work will be drawn in REVIT software.
- 2. The codes applicable to the project are the 2022 California Building Code.
- 3. Interaction with Salinas Historic Resources Board will be limited to the community engagement workshop.
- 4. The Client will provide continuity of staff to serve as the primary contact(s) through the duration of the project.

Exclusions

This proposal specifically excludes the following. TEF would be pleased to provide written additional service proposals for any of these items, if requested, with the exception of Items 1 through 4.

- 1. Materials testing and inspections or selective demolition.
- 2. Site surveys including but not limited to; utilities, topographic, floor leveling, window conditions, etc.
- 3. Geo-technical investigations.
- 4. Work related to the investigation or handling of Hazardous Materials.
- 5. Existing conditions verificationExterior envelope improvements (and associated Title 24 requirements)
- 6. Furniture layout and specifications
- 7. Cost Estimating Services. TEF will prepare pricing plans for cost estimating by Owner's GC.
- 8. Preparation for, or attendance at, hearings before any County or City commissions, boards, agencies, etc.
- 9. Preparation of physical models or presentation renderings.
- 10. Energy modeling.
- 11. LEED Certification at any level.
- 12. Participation with a General Contractor as a "Design-Build" entity.
- 13. Assistance in selection of General Contractor.
- 14. Unreasonable and material delays in the progress of the work through no fault of TEF.
- 15. Signage and branding.
- 16. Additional meetings outside of those included noted in the Task list.
- 17. All other tasks/phases outside of those included in this proposal and all schedule durations outside of those noted above.



CONCLUSION

Please feel free to contact me if you have any questions or comments. We look forward to working with you and continuing to support the City of Salinas.

Sincerely,

Maryam Rostami AIA, LEED AP, NOMA, LFA Principal, TEF Design

April 1, 2025 BKF No: 20250630

BKF

Ms. Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco CA 94109
Transmitted via email lindsey@tefarch.com

Subject: 34-40 & 45 Soledad Street, Salinas

Civil Engineering Proposal

Dear Ms. Moder:

BKF Engineers welcomes the opportunity to submit this proposal for civil engineering services associated with the affordable housing residential project located at 34-40 & 45 Soledad Street in the City of Salinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

PROJECT UNDERSTANDING

Based on your proposal request and information obtained, we understand the project as follows:

The project proposes to construct affordable housing developments on the 34-40 Soledad Street site (0.5-acres) and the 45 Soledad Street site (~0.15-acres) in the City of Salinas. There is a historically significant building on the 34-40 Soledad Street site that will be maintained, rehabilitated and incorporated into the development. 45 Soledad St is a corner lot that is currently vacant, however, the proposed building will be designed to approximate a previous building that stood on this lot. It is our understanding the affordable housing developments will be packaged and entitled together.

BKF's scope is limited to Civil Engineering services including grading, utility connections, stormwater management programming, fire access, earthwork, and erosion control. These will all be completed to a schematic design level suitable for planning submission and approval for entitlements.

This proposal assumes that public improvements along the project frontages will be limited to new sidewalks, curb & gutter, driveways, and utility service laterals.

BASIS OF DESIGN

Our proposal is based on the following:

- 1. Concept Renderings by TEF Design, dated March 27th, 2025
- 2. 34-40 Soledad Street survey by BKF Engineers, dated April 17th, 2024
- 3. 45 Soledad Street survey by BKF Engineers, dated March 18th, 2025

SCOPE OF SERVICES

TASK 1: SCHEMATIC DESIGN/ENTITLEMENT DOCUMENTS AND SUPPORT

- 1. **Utility Research:** BKF will contact the City, California Water Service (Cal Water) and other utility companies that serve the site or have utilities within the adjacent streets. We will gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the existing topographic survey. BKF will also confirm any known (to the City and/or utility companies) deficiencies with the existing utilities serving the property and identify any planned upgrades that could impact the development.
- 2. **Existing Conditions Review:** BKF will review the existing site constraints and conditions. We will note any potential challenges to development to support the planning and permit processes.
- 3. **Project Coordination:** BKF will coordinate with the Architect and the design team regarding design concepts and electronic data exchange associated with the Schematic Design and Entitlement Phase. Planning documents will be based on the digital site plan and building footprints provided by the Architect.
- 4. Stormwater Programming: The site falls within the FEMA flood zone X. We will coordinate with the City, the Architect and the design team regarding design concepts and requirements related to the FEMA and City requirements for setting finished floor levels. BKF will work with the project architect to identify a preferred strategy to achieve local and state stormwater quality compliance. Stormwater treatment facilities will be conceptually programmed into the development and coordinated with the consultant team to confirm general feasibility. The City of Salinas' stormwater treatment requirements are very restrictive compared to other jurisdictions. According to their latest stormwater development standards, our project will need to meet peak flow management and storm drain retention requirements that are typically not required in other Cities. Some type of storm drain storage system will likely be required to retain the necessary volume of stormwater runoff, whether that be oversized treatment basins or an underground vault or similar. BKF will prepare preliminary calculations to meet these City requirements, including the calculations in the City's threshold determination worksheet. We will also make recommendations regarding how to best meet the retention requirements.
- 5. **Schematic Design/Entitlement Documents:** BKF will prepare preliminary design documents as required for the City Planning Review process. We will be sure to prepare all civil-related items listed in the City's submittal checklist. The following plans will be prepared for the planning submittal:
 - a. Cover Sheet We will include information and notes relevant to the preliminary drawing set
 - b. Existing Site Plan topographic survey, existing site improvements, and record project boundary
 - c. Preliminary Grading and Drainage Plan preliminary building finish floor and site spot finish grade elevations, preliminary drainage facilities/utility services, FEMA flood zone limits and base flood elevation
 - d. Preliminary Utility Plan showing new connections to the building, coordinated with the MEP consultant
 - e. Preliminary Stormwater Control Plan BKF will prepare a stormwater control plan.
- 6. **Preliminary Design Calculations:** BKF will perform preliminary water quality C.3 calculations (i.e., impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm the preliminary planning design proposed for Design Review. We will also calculate the preliminary earthwork quantities relative to the proposed grading plan. We will summarize these calculations on the preliminary drawings.
- 7. **Meetings:** BKF has budgeted up to a maximum of sixteen (16) combined staff hours to attend meetings and participate in conference calls during the planning and entitlement phase. Anticipated meetings include internal coordination, and City coordination. Attendance at formal hearings such as Planning Commission, City Council, would be considered as additional services and not part the scope and fee provided.

Page 2 of 7 BKF ENGINEERS

8. **Submittals**: We have budgeted to provide one (1) formal submittal package to the Architect for initial submittal to the City and up to two (2) resubmittals to address City comments that do not result in a change to the site plan. We have not included a separate submittal to Cal Water in this scope because they typically do not require us to submit plans during entitlements. If a separate submittal to Cal Water is required, BKF can provide that as an additional service.

SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

1) Basis of Design and Site Information

- a) **Topographic Survey:** The survey completed by BKF in April 2024 will be utilized for our civil engineering design.
- b) **Title Report:** A current title report for the property will be provided by the owner.
- c) **Geotechnical Report:** A geotechnical report for the project will be provided. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, groundwater levels, and corrosion recommendations.
- d) **Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed. BKF highly recommends that critical facilities be underground service alert (USA) located and potholed during design or prior to construction.
- e) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- f) **Existing Utility Capacities**: Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.

2) Responsibilities

- a) **Civil Engineering Scope Items**: BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design. BKF will provide horizontal control for the building location relative to the project boundary.
- b) **Architect**: The Architect will be responsible for the overall site plan including accessible routes of travel, details of site accessibility signage, parking counts, site coverage calculations, trash areas/enclosures, fencing and walls. A site plan will be provided by the Architect prior to our beginning design. All work within the building (including any podium, porches, garages, or ramps) will be the Architect's scope of work.
- c) **Site Dry Utilities:** All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work.

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- d) **Fire System:** Certification of the fire protection system from the point of connection at the public water main to the building sprinkler system must be provided by a properly-licensed fire protection engineer or contractor.
- e) **Site Landscape/Irrigation:** The landscape architect will provide landscape, irrigation design, and layout and details of walks, plazas, trails, entry monuments, walls, and/or fences. The architect and landscape architect will lead the design development efforts for the design, grading, and detailing of interior courtyards, plaza areas, hardscape and landscape areas.
- f) Structural Details: Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls will be provided by others. This includes structural design and detailing for storm water treatment elements that retain ground, parking, or buildings foundations.
- g) **Mechanical, Electrical and Plumbing (MEP):** All site HVAC, power, gas, communications, and low voltage improvements, and existing water pressures will be coordinated, designed, and documented by others. MEP will also provide preliminary fire service sizing based on the California Plumbing and Fire Code requirements and provide fire service lateral locations and sizes to BKF.
- h) **Joint Trench Design**: Services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) will be led by the joint trench/electrical designers unless otherwise contracted. Any utility relocation/abandonment required is assumed to be coordinated and processed by the Joint Trench Consultant. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
- i) **Lighting Design & Photometric Analysis**: Lighting design and photometric analysis for the site and public roadways will be provided by others.
- j) **Traffic Signal Design:** Design or modification of traffic signals is not currently included in our scope of work. BKF can provide these services if the City conditions these improvements to the project.
- k) **Water Design:** Proposal assumes that the project will require new water services for domestic, irrigation, and fire. We have not allocated budget to install public or private fire loops within the development or main extensions within the public right of way.
- Mapping: We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- m) **Cost Estimating:** All cost estimating will be provided by a project estimator. BKF will review the cost estimates for general consistency with the plans.
- n) **Pump Stations:** Pump station design (electrical, mechanical, plumbing, and sitework) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.
- o) **Earthwork**: Due to the variability in soils properties, existing site conditions, foundation types and preparation, trench, imported material and other factors, no delineation of earthwork quantities or 'site balance' is implied with the scope of work. Any earthwork quantities generated are solely for bonding and permitting of the work with the local agency and must only be used as an approximate guide as to the actual earthwork and site balance.

3) CEQA, Entitlement, and Off-Site Improvements/Studies

- a) **CEQA/EIR Consulting:** Some jurisdictions allow project sponsors to provide technical studies to support the CEQA document and review by the sponsor of the administrative draft document. We have not included time for assisting in this effort. Should this be requested, we can provide a separate scope to support this effort.
- b) **Conditions of Approval:** The proposal is based solely on the concept site plans provided by the project architect prior to the issuance of the Project Conditions of Approval. Once available, BKF will review the project conditions and identify any that require services not contained without our base proposal along with a fee required to provide those additional services
- c) Off-Site Improvements: Off-site improvements are limited to designing new curb cuts along the project frontage and construction of new curb, gutter, sidewalk, and utility services to the public mains within the fronting public roads. If additional off-site improvements are subsequently required as a result of the planning entitlement or permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope. We have assumed that the minimal public improvements currently anticipated to support this development can be design and documented with the on-site improvement plans.

4) Meetings

Meetings: Meetings are assumed to be held in the Bay Area or via remote conference. Meeting time requested beyond what we have budgeted is not included in this proposal.

5) Phasing, Delivery and Deliverables

- a) **Phasing:** The project will be permitted and constructed in one phase and that construction phasing plan(s), or interim condition plans, will not be required for this project. Proposal does not include preparing and processing split construction permits for demolition, rough grading, backbone utilities, etc.
- b) **Submittals:** All submittals, and the coordination thereof, will be facilitated by the lead consultant and /or owner representative.
- c) **Permits:** Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others. BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files. We have assumed all conversions will be by the Architect.



COMPENSATION

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Schematic Design/Entitlements Documents and Support	\$35,000

Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or Architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-482-6475 if you have any questions regarding our scope of services.

Respectfully,

BKF Engineers

Craig Smith, PE, QSD

Project Manager

Jonathan Tang, PE Associate Principal

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE

EFFECTIVE JANUARY 1, 2025

CLASSIFICATION	HOURLY RATE
PROJECT MANAGEMENT	
Principal in Charge	\$317.00
Senior Project Executive	\$294.00
Project Executive	\$287.00
Senior Project Manager Senior Technical Manager	\$278.00
Project Manager Technical Manager	\$273.00
Engineering Manager Surveying Manager Planning Manager	r \$251.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project	
Project Engineer Project Surveyor Project Planner	\$205.00
Design Engineer Staff Surveyor Staff Planner	\$179.00
BIM Specialist I, II, III	\$179.00 - \$205.00 - \$233.00
Technician I, II, III, IV, V	\$170.00 - \$181.00 - \$198.00 - \$213.00 - \$230.00
Drafter I, II, III, IV	\$133.00 - \$146.00 - \$158.00 - \$175.00
Engineering Assistant Surveying Assistant Planning Assistant	\$111.00
FIELD SURVEYING	
Survey Party Chief	\$233.00
Instrument Person	\$200.00
Survey Chainperson	\$150.00
Utility Locator I, II, III, IV	\$122.00 - \$172.00 - \$207.00 - \$235.00
Apprentice I, II, III, IV	\$92.00 - \$124.00 - \$137.00 - \$145.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$305.00
Senior Construction Administrator	\$266.00
Resident Engineer	\$197.00
Field Engineer I, II, III, IV	\$179.00 - \$205.00 - \$233.00 - \$250.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$218.00
Funding Strategies Manager	\$200.00
Funding/Research Analyst I, II, III, IV	\$137.00 - \$158.00 - \$168.00 - \$185.00
PROJECT ADMINISTRATION	
Project Coordinator	\$149.00
Senior Project Assistant	\$128.00
Project Assistant	\$113.00
Clerical Administrative Assistant	\$95.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due
- The rates shown are subject to periodic increases, including January 1st of each year.



April 1, 2025 BKF No: 20250631

BKF

Ms. Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco CA 94109
Transmitted via email lindsey@tefarch.com

Subject: 37 Soledad Street, Salinas Civil Engineering Proposal

Dear Ms. Moder:

BKF Engineers welcomes the opportunity to submit this proposal for civil engineering services associated with the affordable housing residential project located at 37 Soledad Street in the City of Salinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

PROJECT UNDERSTANDING

Based on your proposal request and information obtained, we understand the project as follows:

The project proposes to rehabilitate an existing National Register listed historic building, the Republic Café at 37 Soledad Street in Salinas. The project will construct additional stories above to create a local museum with affordable housing above.

This proposal assumes that public improvements along the project frontage will be limited to new sidewalks, curb & gutter, driveways, and utility service laterals. These will all be completed to a preliminary level suitable for planning submission and approval for entitlements.

BASIS OF DESIGN

Our proposal is based on the following:

- 1. Concept Renderings by TEF Design, dated March 27th, 2025
- 2. 34-40 Soledad Street survey by BKF Engineers, dated April 17th, 2024
- 3. 45 Soledad Street survey by BKF Engineers, dated March 18th, 2025

SCOPE OF SERVICES

TASK 1: SCHEMATIC DESIGN/ENTITLEMENT DOCUMENTS AND SUPPORT

- 1. **Utility Research:** BKF will contact the City, California Water Service (Cal Water) and other utility companies that serve the site or have utilities within the adjacent streets. We will gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the existing topographic survey. BKF will also confirm any known (to the City and/or utility companies) deficiencies with the existing utilities serving the property and identify any planned upgrades that could impact the development.
- 2. **Existing Conditions Review:** BKF will review the existing site constraints and conditions. We will note any potential challenges to development to support the planning and permit processes.
- 3. **Project Coordination:** BKF will coordinate with the Architect and the design team regarding design concepts and electronic data exchange associated with the Schematic Design and Entitlement Phase. Planning documents will be based on the digital site plan and building footprints provided by the Architect.
- 4. **Stormwater Programming:** The site falls within the FEMA flood zone X. We will coordinate with the City, the Architect and the design team regarding design concepts and requirements related to the FEMA and City requirements for setting finished floor levels. BKF will work with the project architect to identify a preferred strategy to achieve local and state stormwater quality compliance. Stormwater treatment facilities will be conceptually programmed into the development and coordinated with the consultant team to confirm general feasibility. The City of Salinas' stormwater treatment requirements are very restrictive compared to other jurisdictions. According to their latest stormwater development standards, our project will need to meet peak flow management and storm drain retention requirements that are typically not required in other Cities. Some type of storm drain storage system will likely be required to retain the necessary volume of stormwater runoff, whether that be oversized treatment basins or an underground vault or similar. BKF will prepare preliminary calculations to meet these City requirements, including the calculations in the City's threshold determination worksheet. We will also make recommendations regarding how to best meet the retention requirements.
- 5. **Schematic Design/Entitlement Documents:** BKF will prepare preliminary design documents as required for the City Planning Review process. We will be sure to prepare all civil-related items listed in the City's submittal checklist. The following plans will be prepared for the planning submittal:
 - a. Cover Sheet We will include information and notes relevant to the preliminary drawing set
 - b. Existing Site Plan topographic survey, existing site improvements, and record project boundary
 - c. Preliminary Grading and Drainage Plan preliminary building finish floor and site spot finish grade elevations, preliminary drainage facilities/utility services, FEMA flood zone limits and base flood elevation
 - d. Preliminary Utility Plan showing new connections to the building, coordinated with the MEP consultant
 - e. Preliminary Stormwater Control Plan BKF will prepare a stormwater control plan.
- 6. **Preliminary Design Calculations:** BKF will perform preliminary water quality C.3 calculations (i.e., impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm the preliminary planning design proposed for Design Review. We assume there will be no earthwork required for this site. We will summarize these calculations on the preliminary drawings.
- 7. **Meetings:** BKF has budgeted up to a maximum of eight (8) combined staff hours to attend meetings and participate in conference calls during the planning and entitlement phase. Anticipated meetings include internal coordination, and City coordination. Attendance at formal hearings such as Planning Commission, City Council, would be considered as additional services and not part the scope and fee provided.

Page 2 of 7 BKF ENGINEERS

8. **Submittals**: We have budgeted to provide one (1) formal submittal package to the Architect for initial submittal to the City and up to two (2) resubmittals to address City comments that do not result in a change to the site plan. We have not included a separate submittal to Cal Water in this scope because they typically do not require us to submit plans during entitlements. If a separate submittal to Cal Water is required, BKF can provide that as an additional service.

SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

1) Basis of Design and Site Information

- a) **Topographic Survey:** A current design topographic base map at a scale of 1" =20' using ground surveying methods will be provided prior to the start of design. This survey will include the location, rim, and invert of gravity utilities and location only 'dry' utilities within the project area along with evidence of other buried utilities. Please refer to the separate survey proposal dated October 28, 2024 for topographic surveying services at the 37 Soledad Street site.
- b) **Title Report:** A current title report for the property will be provided by the owner.
- c) **Geotechnical Report:** A geotechnical report for the project will be provided. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, groundwater levels, and corrosion recommendations.
- d) **Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed. BKF highly recommends that critical facilities be underground service alert (USA) located and potholed during design or prior to construction.
- e) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- f) **Existing Utility Capacities**: Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.

2) Responsibilities

- a) Civil Engineering Scope Items: BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design. BKF will provide horizontal control for the building location relative to the project boundary.
- b) **Architect**: The Architect will be responsible for the overall site plan including accessible routes of travel, details of site accessibility signage, parking counts, site coverage calculations, trash areas/enclosures, fencing and walls. A site plan will be provided by the Architect prior to our beginning the DD phase. All work within the building (including any podium, porches, garages, or ramps) will be the Architect's scope of work.

- c) **Site Dry Utilities:** All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work.
- d) **Fire System:** Certification of the fire protection system from the point of connection at the public water main to the building sprinkler system must be provided by a properly-licensed fire protection engineer or contractor.
- e) **Site Landscape/Irrigation:** The landscape architect will provide landscape, irrigation design, and layout and details of walks, plazas, trails, entry monuments, walls, and/or fences. The architect and landscape architect will lead the design development efforts for the design, grading, and detailing of interior courtyards, plaza areas, hardscape and landscape areas.
- f) Structural Details: Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls will be provided by others. This includes structural design and detailing for storm water treatment elements that retain ground, parking, or buildings foundations.
- g) **Mechanical, Electrical and Plumbing (MEP):** All site HVAC, power, gas, communications, and low voltage improvements, and existing water pressures will be coordinated, designed, and documented by others. MEP will also provide preliminary fire service sizing based on the California Plumbing and Fire Code requirements and provide fire service lateral locations and sizes to BKF.
- h) **Joint Trench Design**: Services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) will be led by the joint trench/electrical designers unless otherwise contracted. Any utility relocation/abandonment required is assumed to be coordinated and processed by the Joint Trench Consultant. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
- i) **Lighting Design & Photometric Analysis**: Lighting design and photometric analysis for the site and public roadways will be provided by others.
- j) **Traffic Signal Design:** Design or modification of traffic signals is not currently included in our scope of work. BKF can provide these services if the City conditions these improvements to the project.
- k) **Water Design:** Proposal assumes that the project will require new water services for domestic, irrigation, and fire. We have not allocated budget to install public or private fire loops within the development or main extensions within the public right of way.
- Mapping: We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- m) **Cost Estimating:** All cost estimating will be provided by a project estimator. BKF will review the cost estimates for general consistency with the plans.
- n) Pump Stations: Pump station design (electrical, mechanical, plumbing, and sitework) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.
- o) **Earthwork**: Due to the variability in soils properties, existing site conditions, foundation types and preparation, trench, imported material and other factors, no delineation of earthwork quantities or 'site balance' is implied with the scope of work. Any earthwork quantities generated are solely for bonding and

BKF ENGINEERS

permitting of the work with the local agency and must only be used as an approximate guide as to the actual earthwork and site balance.

3) CEQA, Entitlement, and Off-Site Improvements/Studies

- a) **CEQA/EIR Consulting:** Some jurisdictions allow project sponsors to provide technical studies to support the CEQA document and review by the sponsor of the administrative draft document. We have not included time for assisting in this effort. Should this be requested, we can provide a separate scope to support this effort.
- b) **Conditions of Approval:** The proposal is based solely on the concept site plans provided by the project architect prior to the issuance of the Project Conditions of Approval. Once available, BKF will review the project conditions and identify any that require services not contained without our base proposal along with a fee required to provide those additional services
- c) Off-Site Improvements: Off-site improvements are limited to designing new curb cuts along the project frontage and construction of new curb, gutter, sidewalk, and utility services to the public mains within the fronting public roads. If additional off-site improvements are subsequently required as a result of the planning entitlement or permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope. We have assumed that the minimal public improvements currently anticipated to support this development can be design and documented with the on-site improvement plans.

4) Meetings

Meetings: Meetings are assumed to be held in the Bay Area or via remote conference. Meeting time requested beyond what we have budgeted is not included in this proposal.

5) Phasing, Delivery and Deliverables

- a) **Phasing:** The project will be permitted and constructed in one phase and that construction phasing plan(s), or interim condition plans, will not be required for this project. Proposal does not include preparing and processing split construction permits for demolition, rough grading, backbone utilities, etc.
- b) **Submittals:** All submittals, and the coordination thereof, will be facilitated by the lead consultant and /or owner representative.
- c) **Permits:** Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others. BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files. We have assumed all conversions will be by the Architect.



COMPENSATION

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Schematic Design/Entitlements Documents and Support	\$ 15,400

Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or Architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-482-6475 if you have any questions regarding our scope of services.

Respectfully,

BKF Engineers

Craig Smith, PE, QSD

Project Manager

Jonathan Tang, PE Associate Principal

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE

EFFECTIVE JANUARY 1, 2025

CLASSIFICATION	HOURLY RATE
PROJECT MANAGEMENT	
Principal in Charge	\$317.00
Senior Project Executive	\$294.00
Project Executive	\$287.00
Senior Project Manager Senior Technical Manager	\$278.00
Project Manager Technical Manager	\$273.00
Engineering Manager Surveying Manager Planning Manage	r \$251.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Projec	t Planner \$233.00
Project Engineer Project Surveyor Project Planner	\$205.00
Design Engineer Staff Surveyor Staff Planner	\$179.00
BIM Specialist I, II, III	\$179.00 - \$205.00 - \$233.00
Technician I, II, III, IV, V	\$170.00 - \$181.00 - \$198.00 - \$213.00 - \$230.00
Drafter I, II, III, IV	\$133.00 - \$146.00 - \$158.00 - \$175.00
Engineering Assistant Surveying Assistant Planning Assistant	\$111.00
FIELD SURVEYING	
Survey Party Chief	\$233.00
Instrument Person	\$200.00
Survey Chainperson	\$150.00
Utility Locator I, II, III, IV	\$122.00 - \$172.00 - \$207.00 - \$235.00
Apprentice I, II, III, IV	\$92.00 - \$124.00 - \$137.00 - \$145.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$305.00
Senior Construction Administrator	\$266.00
Resident Engineer	\$197.00
Field Engineer I, II, III, IV	\$179.00 - \$205.00 - \$233.00 - \$250.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$218.00
Funding Strategies Manager	\$200.00
Funding/Research Analyst I, II, III, IV	\$137.00 - \$158.00 - \$168.00 - \$185.00
PROJECT ADMINISTRATION	
Project Coordinator	\$149.00
Senior Project Assistant	\$128.00
Project Assistant	\$113.00
Clerical Administrative Assistant	\$95.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.





April 1, 2025

Lindsey Moder
TEF Design
1420 Sutter Street
San Francisco, CA 94109

Re: Soledad Street Properties - Entitlements Consulting

40 Soledad Street Salinas, CA 93901 Job No. 2025.083.00

Dear Lindsey,

We are pleased to submit this proposal to provide structural consultation services for the Soledad Street project in Salinas; thank you for considering Tipping for your team. This proposal is intended to support the entitlement and project planning process currently underway. We are basing this proposal on our discussions with you and your request for a proposal emailed on March 27, 2025, which included conceptual renderings of the proposed project.

We understand that the current phase of the project, covered by this proposal, will develop the plans to a schematic level for 3 separate buildings located on existing parcels at 34-40 Soledad Street, 45 Soledad Street and 37 Soledad Street. We understand that two separate entitlements packages will be submitted for approvals. Package 1 will include the work at 37 Soledad Street. Package 2 will include the work at 34-40 Soledad Street and 45 Soledad Street.

The proposed plans envision the following scope for the various properties:

• 37 Soledad Street: This is the site of the former Republic Cafe. We have proposed to perform a Historic Structures Report (HSR) as part of a separate agreement with your office. This proposal assumes that the work for the HSR and schematic entitlements design will be distinct and separate scopes under different agreements. The fees associated with this proposal assume that the HSR work under a separate agreement will proceed concurrently. The proposed plans call for the rehabilitation of the existing two-story, wood-framed building, with a possible horizontal or vertical addition to create a mixed-use structure housing a local museum with affordable housing. Our work will be to outline the structural interventions needed to stabilize, seismically strengthen, and reinforce the building frame and foundations to support the new addition.

- 34-40 Soledad Street: This portion of the project includes 4 parcels that were previously combined to make one. There is a historically significant building on one of these parcels that will be maintained and rehabilitated with additions around and above it for affordable housing (a new 5 story, podium-type multifamily structure). Our work during this phase will focus on the existing structure (at 38 Soledad) and modifications required to rehabilitate and integrate it with the planned new housing structure. We may provide limited consulting related to the proposed structural assemblies envisioned for the new building, but we understand that significant structural input is not required during this phase of the project for propsed new construction.
- 45 Soledad Street: This portion of the project is located on a corner lot that is currently cleared. The proposed plans call for a new building that is meant to approximate a previous two story building that existed on this site with an additional 1 to 3 stories above planned as affordable housing. Our work for this project will be limited to preliminary advice on framing assemblies, foundation considerations, and column grid coordination between the lower and upper structure (which is envisioned to have a setback).

As part of this effort, we will advise on design strategies and structural assemblies, and respond to questions regarding constructibility, cost, and permitting considerations. We will coordinate design concepts with the architectural program and make recommendations as appropriate. We will meet with the design team, as may be necessary, to review and discuss design options and considerations. If geotechnical recommendations are available, we will advise on alternative foundation systems and site considerations. We will make verbal and written recommendations, and provide redline markups or diagrammatic structural sketches, and we will provide a structural narrative if requested. We will not be providing a set of drawings.

We propose to provide basic structural engineering services for the above work for the sum of \$24,500.00, excluding reimbursable expenses. The work will be done in accordance with the enclosed General Conditions. We estimate our fee will be broken down by work on the various properties as follows:

Property	Estimated Fee
37 Soledad	\$8,500.00
34-40 Soledad	\$12,500.00
45 Soledad	\$3,500.00
	\$24,500.00

Soledad Street Properties - Entitlements Consulting

April 1, 2025

If you find this proposal acceptable, please sign and return a copy as our authorization to proceed.						
Please call if you have any questions.						
Sincerely,	Accepted:					
My Ar	Signature					
How My						
Marc Steyer, SE, LEED AP Principal	Printed Name and Title					

Date

25083.wa.odt



Interface Engineering Inc 1999 Harrison Street, Suite 550 Oakland, CA 94612 TEL 415.489.7240 www.interfaceengineering.com

April 2, 2025

Lindsey Moder TEF Design 1420 Sutter Street, 2nd Floor San Francisco, CA 94109

Re: 39 Soledad Street and 34-40/45 Soledad Street Entitlements

Professional Services Proposal

Dear Lindsey:

Thank you for the opportunity to provide you with our proposal for the 39 Soledad Street and 34-40/45 Soledad Street Entitlements project.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

PROJECT DESCRIPTION

Project Owner

City of Salinas

Project Location

39 Soledad Street and 34-40/45 Soledad Street Salinas, CA 93901

Project Description

The scope of this project is to provide Mechanical, Electrical, Plumbing, and Fire Protection consulting services for the entitlements phase for various properties on Soledad Street. Interface will provide guidance for spatial requirements for housing systems and input on utility service sizes and POCs. We will also respond to comments on the entitlements set as required. There will be two packages:

Package One: 34-40 and 45 Soledad Streets

The City would like to package these two sites together to make the project more enticing for a developer.

34-40 Soledad includes 4 parcels that were previously combined to make one. There is a historically significant building on one of these parcels that will be maintained and rehabilitated with additions around and above it for affordable housing.

45 Soledad is a corner lot. The proposed project is meant to approximate a previous building that existed on this site - with an addition above, also for affordable housing.

Package Two: 37 Soledad Street

This is the site of a National Register listed historic building called the Republic Cafe. The building will be rehabilitated and an addition / stories above will be added to create a local museum with affordable housing above.



Interface Engineering Inc 39 Soledad Street and 34-40/45 Soledad Street Entitlements April 2, 2025

Sustainable Design Requirements

Project is not anticipated to pursue LEED® certification or any other third-party green building certifications/incentive programs. We will include energy efficiency designs where feasible and cost effective.

INFORMATION SOURCE

Based on RFP/email from Lindsey Moder dated March 27, 2025.

ASSUMPTIONS

Based on information received, we understand that this project:

- Packages will be designed and permitted concurrently.
- Project will not be a high rise.
- Project will not be a LEED® project.
- Project Funding: We have assumed and understand that funding for this project has been secured or
 will be in place when project design starts. We have not assumed that payment for services will be
 held or delayed due to any funding delays or issues.

PROJECT SCHEDULE

• Entitlements: Approximately 3 months.

Note: Dates listed above are approximate based on information provided. However, substantial changes to the schedule above, and start/stops to project progress may result in additional services and fees.

MEETINGS AND DESIGN SITE VISITS

Up to four virtual meetings and conference calls.

DESIGN SUBMITTALS

Entitlements Package (MEPF Space Matrix, Utility Service Markups)

CONSTRUCTION COSTS

Total Construction Cost is undisclosed.

EXCLUSIONS AND CLARIFICATIONS

- 1. Design drawings are not included. Interface will provide a Space Matrix in Excel format and PDF markups.
- 2. Stamping/sealing of design documents by registered engineer are not included.
- 3. Construction cost estimates will be by construction cost estimator. We will review cost estimator's pricing and provide comments.
- 4. Life cycle cost analysis for mechanical/electrical systems are not included.
- 5. Energy modeling is not included.
- 6. Energy code check of envelope, mechanical, and lighting systems are not included.
- 7. Investigative site visits are not included.
- 8. Work associated with public street lighting or power design is not included.
- 9. Project related services associated with LEED and/or other third-party Green Building Certification.
- 10. Project related services associated with utility incentives, including energy modeling for custom track incentives, charrettes and incentive documentation are not included.



Interface Engineering Inc 39 Soledad Street and 34-40/45 Soledad Street Entitlements April 2, 2025

FEE

Fixed Fee

	Mechanical	Electrical	Fire/Life	
Project Phase	Engineering	Engineering	Safety	Phase Totals
Entitlements Phase	\$5,000	\$3,500	\$1,000	\$9,500

Total Fee: \$9,500

PAYMENT TERMS

Standard reimbursable expenses include, but are not limited to: final plots, project mileage to jobsite or meeting locations, parking, shipping, and messenger services.

Billed in addition to the above fee at cost plus 10 percent processing fee.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering Inc (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed*. Our current standard hourly rates (2025) are:

\$375/Hour Senior Principal: Principal: \$325/Hour Associate Principal: \$275/Hour Associate/Project Manager: \$260/Hour Sr. Engineer-Designer: \$230/Hour Engineer-Designer: \$185/Hour Project Designer-Drafter: \$165/Hour Administrative: \$135/Hour

^{*}Plus reimbursable expenses noted below.

^{*}Annual rate changes are expected to be 4% per year.



Interface Engineering Inc 39 Soledad Street and 34-40/45 Soledad Street Entitlements April 2, 2025

DESIGN-BUILD SERVICES

If design-build services are provided, Client acknowledges that Interface will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. The design-build contractor is responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing by design builder. Client agrees that Interface is not responsible for the design and will indemnify and hold harmless Interface for any and all claims, damages, allegations, and costs, including attorneys' fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems.

Client acknowledges that Interface's review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract documents. Interface's review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.

Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind TEF Design. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Wesley Lau, PE, LEED AP
Principal Hormozyanssens, PE, LEED AP
Managing Principal

Enclosures: Standard Provisions

COMPANY: TEF Design

CONTACT:
Lindsey Moder, AIA, Associate

Date

 $L: Opportunities \ 2025 \ TEF\ Design \ 39\ Soledad\ Street\ and\ 34-40_45\ Soledad\ Street\ Entitlements \ Fee\ Proposal \ 20250403 FP\ -\ 39\ Soledad\ Street\ and\ 34-40-45\ Soledad\ Street\ Entitlements. \ docx$



October 29, 2024, Revised June 10, 2025

Grant Leonard
City of Salinas
Planning Manager, Community Development Department
65 West Alisal Street, 2nd Floor
Salinas, CA 93901
grantl@ci.salinas.ca.us

Re: 37 Soledad Street/Republic Cafe - Historic Structures Report, Structural Upgrades and Building Shell Improvements

Dear Grant,

Thank you for this opportunity for TEF Architecture & Interior Design, Inc. (TEF, TEF Design or Design Team) to submit our proposal for architectural design and historic preservation services for improvements to the historic Republic Cafe, located at 37 Soledad Street in Salinas' Chinatown. The overall intent of the project is to establish the building's historic significance and integrity through the preparation of a Historic Structure Report, to understand the financial feasibility of using the property for mixed use and residential uses, and to complete structural upgrades and building shell improvements in order to bring the building to a stable and watertight condition. We understand that this project is categorized as an emergency stabilization and will be exempted from NEPA review requirements prior to the initiation of the project.

DESCRIPTION of SCOPE

The Republic Cafe was designed and constructed in 1942 and owned by the prominent local Salias Chinatown family of Wallace Ahtye. The building played an important part in the development and business district of Salinas' Chinatown, was listed in the National Register of Historic Places in 2011, and is a State and local landmark. The City of Salinas Community Development Department has recently purchased the building.

Given the extensive disrepair and extreme structural degradation of the building, the City has asked TEF to prepare a Historic Structure Report (HSR). For this effort, TEF will serve as the historical architect and lead the evaluation and report effort. We have invited Gretchen Boyce, architectural historian from Groundwork Planning (GP) and Marc Steyer, Structural Engineer from Tipping Engineers, Inc. to join our team. With limited, specific scopes, these consultants will provide a thorough building evaluation.

The primary focus of this project will be emergency stabilization structural upgrades and repairs to the building shell. Note that a full rehabilitation of the building exterior will occur at a future design phase. The intent of this phase as it pertains to the historical integrity of the building is to secure historic components to the building and to prevent their further degradation.

The base scope of work includes structural upgrades to the historic, two-story, reinforced concrete building. Additional shell improvements will be required to bring the building to a watertight and secure condition, including but not limited to:

- Select minimal demolition (including architectural, structural, plumbing, mechanical and electrical systems) to complete structural upgrades and to ensure safety on site during construction;
- Full roof replacement, including repair or replacement of roof drainage components;
- Temporary securement of architectural components at primary west facade; attachment methods to be designed to not damage historic structure or materials (alternatively, some components



may require removal and storage until a further design stage;

- Boarding up of existing facade openings (doors and windows);
- Repair of cracks, spalls, additional damage to exterior stucco and concrete exterior walls to watertight condition;
- For the purposes of budgeting, TEF will include fire sprinkler protection of the building in the schematic design costing set. If the Client elects to move forward with a Fire protection system through Construction Documents, a plumbing engineer will be brought on to the team (as an additional service with an added cost) to provide criteria documents for a design-build fire protection system (see Additional Services).
- The project will result in a cold shell structure. The building will not be conditioned, but will have code-required safety lighting and (at the option of the City) may have a fire protection system installed. Emergency lighting will be designed by the contractor on a design-build basis. Interior finishes will include plywood flooring and unfinished gypsum board walls.

In order to complete this work, the building will first be fully documented to generate as-built drawings and a civil site survey to document existing utilities, site topography etc. An existing conditions site analysis is required for both the HSR and upgrade work and will be completed in two separate visits. A summary of the project team, scope, and assumptions are listed below and in the attached Exhibit B: Task & Hours Summary. Any variance from the items outlined below may require a revision to the proposed fees.

PROJECT TEAM & DISCIPLINES

ARCHITECT & PRESERVATION ARCHITECT

TEF Design, 1420 Sutter St., 2nd Flr, San Francisco, CA 94109 Maryam Rostami, Principal and Lindsey Moder, Project Manager and Preservation Architect

ARCHITECTURAL HISTORIAN

Groundwork Preservation LLC, 26445 Cape Horn Rd, Colfax, CA 95713 Gretchen Hilyard Boyce, Principal

STRUCTURAL ENGINEER

Tipping Engineers, 1906 Shattuck Avenue, Berkeley, CA 94704 Marc Steyer, SE, Principal

CIVIL ENGINEER

BKF Engineers, 255 Shoreline Drive, Suite 200, Redwood City, CA 94065 Jonathan Tang, PE, Associate Principal

COST ESTIMATOR

TBD Cost Consultants, 2063 Grant Road, Los Altos, CA 94024 Deo Bhalotia, Principal



PROJECT SCOPE & PHASES

The project scope of work described herein is based on a phone conversation with members of the City's Community Development Department on October 16, 2024.

HISTORIC STRUCTURE REPORT (HSR)

- 1. Gather and review available building information in preparation for site visit.
- 2. Attend site visit* to document building conditions photographically and graphically by hand. Our evaluations will:
 - a. Be completed from ground using visual observation only;
 - b. Include evaluation of interior spaces and finish conditions;
 - c. Include evaluation of the roof and roofing components;
 - d. Identify observed and known deferred maintenance, repairs, and required replacements;
 - e. Identify character defining features.
 - *Project team will require assistance from the City to coordinate a site visit, to remove existing plywood from the building facade to enable visual inspection of all building elevations and access to the building interior, and to provide additional presence on site during the evaluation.
- 3. Complete research at pre-identified local repositories and online, as needed. (TEF & GP only)
- Attend & facilitate (1) meeting with the City to present findings of team investigation (TEF & GP only)
- 5. Complete report and submit to the City.

Meetings

1. Site Investigation Results Meeting with the City

Deliverable Dates:

1. Historic Structure Report Draft: October, 2025

BUILDING STRUCTURAL UPGRADES AND BUILDING SHELL IMPROVEMENTS

Phase 1: Building Existing Conditions Assessment

- 1. Initial site visit to:
 - a. Review site survey and grades with Civil Engineer (to occur at HSR site visit);
 - b. Review building deficiencies with structural engineer;
 - c. Take existing conditions measurements to confirm existing drawings;
 - d. Fully document building existing conditions (photographically, in drawings and in words);
 - e. Document existing building systems and service points of connection
- 2. Prepare base drawings (incorporating existing conditions) using existing drawings** and documented building measurements.
 - a. Architect will document existing MEP systems/ components with the understanding that they will all be demolished back to source for future redesign.
 - Structural Engineer to prepare existing conditions drawings to document building structural components.
 - c. Base drawings to include:
 - i. Site Plan (based on Civil Survey)
 - ii. Floor Plans
 - iii. Roof Plan
 - iv. Elevations
 - v. Building Section
 - **Note: TEF has located as-built drawings prepared by The Architecture Company in 2009. A reimbursable cost has been included here to purchase these drawings.



Complete building code analysis. Prepare a memo that identifies code requirements and recommendations as related to current codes and Fire Marshal requirements.

Meetings:

- 1. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members. Topics to include, but not limited to: Conditions survey findings, and approach to building stabilization.
- 2. Regulatory Meetings (1 meeting per AHJ):
 - a. Salinas Fire Marshal
 - b. City of Salinas Building Department

Deliverable Dates:

As-built drawings: September, 2025
 Code Memo: September, 2025

Phase 2: Schematic Design

- 1. Develop and refine demolition and conceptual plans and for the City's consideration, review, and comments. Considerations for the conceptual plan may include:
 - a. Required demolition and/or salvage (including MEP systems)
 - b. Historic elements (interior and exterior) to remain
 - c. Structural Upgrades. SE will prepare two schemes.
- 2. Consult with AE Team and cost estimator on demolition, structural upgrade schemes, and exterior envelope repairs and document to inform a Project Cost of Work.
 - a. Provide directives on any non-standard or potentially costly repairs for building envelope and/or new design items.
 - b. Review Project Cost of Work with the City, including format, categories and assumptions.
- Prepare for and present to the Salinas Historic Resources Board. This Presentation will include presentation of both the results of the HSR efforts and endeavor to show that the proposed project work is in keeping with the Secretary of the Interior's Standards for the Treatment of Historic Properties. (TEF, Tipping)
 - a. 1.5-hr in-person presentation (slideshow)
- 4. Structural Engineer to develop a full scope of services to complete Design Development, Construction Documents, Bidding, and Construction Observation for the Republic Cafe Structural Upgrades following Phase 2 Schematic Design. Please note that Structural Engineer fees provided herein for Phases 3, 4, and 5 are estimated. See Tipping Proposal Exhibit D.

Meetings.

1. Bi-weekly call-in meetings with Owner, Architect and appropriate AE team members. Topics to include, but not limited to: conceptual design review, cost estimate, and presentation to HRB.

Deliverables:

- 1. Conceptual level building demolition plans.
- 2. Two conceptual level structural upgrade schemes
- 3. Conceptual level proposed roof and floor plans, building elevations and building sections annotated with relevant rehabilitation and design work.
- Cost Estimate
- 5. HRB Presentation SlideDeck
- 6. Written Scope of Services to complete Design Development, Construction Documents, Bidding, Construction Observation for the historic Fred Turner Building rehabilitation.



Deliverable Dates:

- 1. Conceptual Level drawings: Late September, 2025
- 2. Comments on Cost of Work estimate: October, 2025

Phase 3: 90% Construction Document for Building Permit and Pricing

- 1. Advance design documentation to 90% Construction Documents* and Technical Specifications for Building Permit Submittal for City's approval and as bid documents.
 - a. Construction Drawings and Specifications shall be sufficient for construction of the project.
 - Client and team will choose one schematic structural upgrade scheme to progress to Construction Documents.
- Update project construction cost estimate and review with the City.

Meetings:

1. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members.

Deliverables:

- PDF of Permit Submittal Construction Documents (drawings, technical specifications in CSI format Division 2 through 32, structural calculations) for Building Permit. PDF of 100% Submittal Construction Documents for Building Permit:
 - a. Drawings to include:
 - i. Title and building code summary sheets;
 - ii. Site plan
 - iii. Demolition basement, first floor and roof plans, and demolition elevations/sections;
 - iv. Floor plans;
 - v. Building elevations and sections elevations to include facade repair notes;
 - vi. Exterior repair details;
 - vii. Structural Foundation and framing plans, and structural details;
 - b. Technical specifications in CSI format Division 2 through 32;
 - . Division 1 specifications pertaining to historic preservation requirements only;
 - c. Structural calculations
- 2. Appropriate Division 1 specifications pertaining to historic preservation treatment plans, selective demolition, and building monitoring.
- 3. Ten copies of Construction Documents for Bidding and make available "camera-ready" PDF copies

Deliverables Date:

1. Building Permit Set Submittal: January, 2026

Needed from the City:

1. The City shall provide "front-end" specifications of Project Manual including Instruction to Bidders, Contract, General Conditions and Division 1.

Phase 4: Conformed Set (100% Construction Documents)

- 1. Meet with City permit review staff as needed to refine plans for resubmittal. Obtain final permit.
- 2. After receipt of City's approval of Working Drawings, Technical Specifications, and results/changes based on external cost estimate and constructability review, assemble 100 % Final specifications and drawings.



Meetings:

- 1. Up to two (2) meetings with Permit Service Center
- 2. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members. *Deliverables:*
- 1. Building Permit Set Resubmittal including Building Department permit comment responses

Deliverable Dates:

- 1. Building Permit Set Resubmittal: TBD.
- 2. 100% Submittal Construction Documents: TBD

Phase 5: Construction Administration and Project Closeout

- Support the City and the Contractor in the construction of the project in accordance to the
 contract documents, schedule and budget; and in the turnover of a complete project. The City
 shall provide prompt written notice to the Architect if the City becomes aware of any fault or defect
 in the project, including errors.
- 2. Lead the design team and coordinate with the contractor and the City during construction.
 - a. Review General Contractor's Construction Schedule.
 - b. Response to field inquiries and RFI's Assume 20 RFIs
 - c. Create Architect's Construction sketches Assume 10 ASKs and 30 per each consultant
 - d. Review submittals and coordination of reviews by the City Assume 10 submittals plus (1) resubmittal per each submittal
 - e. Develop and issue Supplemental Instructions Assume 10 ASIs
 - f. Review change order proposals and change orders prepared by others.(up to 15)
 - g. Review contractor pay applications (assume 12)
 - h. Attend monthly project construction meetings. (GC to lead meetings and issue minutes.)
 - i. Perform quality-assurance/field observation walks following regularly scheduled project meetings, and prepare site observation reports assume 6 reports
 - j. Coordinate code-related changes to the project with the City.
- 3. Manage the Design Team's final review and punch list efforts
 - a. Coordinate the design team and perform punch list walks, and issue in writing to GC the observations or corrections required for inclusion in punch list assume 2 punch lists
 - i. Conduct two rounds of on-site review.
 - ii. Approve completed punch list.

Meetings:

- 1. On-site Construction meetings 6, bi-monthly
- 2. Telephone Construction meetings- 24, every other week except for on-site per above
- 3. Two site walks total for punch list

Schedule Estimate

1. Construction and construction close-out duration assumed 12 months



ADDITIONAL SERVICES

The Additional Services listed below are not included in the Basic Services but may be required for the Project.

- 1. Drone Services: Fee to hire drone services for additional photos of the building. See Spaur Group Proposal Exhibit H.
- 2. Prepare and manage team development of as-built drawings.
 - a. Review GC's as-built drawings for architectural, civil, landscape, structural, plumbing, mechanical, electrical and lighting, and coordinate effort to deliver a complete Record Set for the project.
- 3. Structural Engineering for Phases 3 through 5: Scope & fee clarifications based on scope determined in Phase 2: Schematic Design. See Tipping Proposal Exhibit D.
- 4. Fire Protection System: Coordination & plumbing engineering services for design-build criteria documents

ASSUMPTIONS

- 1. Project drawings will be generated in Revit. Delivery of AutoCAD to the City may be requested but no specific CAD standards are required.
- 2. Civil Site Survey will be prepared in CAD and shared with the City in native format. No specific CAD standards are required.
- 3. All work shall comply with current codes.
- 4. The Client will provide continuity of staff to serve as the primary contact(s) through the duration of the project.
- 5. See Exhibit A for the proposed project schedule.
- 6. The following are the responsibility of the City:
 - a. Geotechnical investigation and report including foundation design recommendations and seismic site.
 - b. Pest and termite inspection and report.
 - c. Hazardous materials investigation and report. The Architect and our Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to, hazardous materials or toxic substances in any form at the project site.
 - d. Destructive testing.
 - e. Permit submittal costs

EXCLUSIONS

GENERAL

- 1. Work related to the investigation or handling of Hazardous Materials
- 2. Materials testing and inspections or selective demolition
- 3. Geotechnical Investigations
- 4. Design or installation of building security systems
- 5. Generation of multiple conceptual design plans and multiple and additional revisions/iterations of conceptual and schematic design plans.
- 6. Meetings and presentations additional to those listed in Scope of Services.
- 7. Overall project management, including overall project and construction schedule, project budget and project bidding process.
- 8. Presentation drawings and renderings (of elevations, floor plans and 3-D views), and physical and computerized models (hard copy and/or digital) for the City's use.



- 9. Phasing plans and strategy.
- 10. Environmental review, documentation, coordination or completion of required mitigation measures required by Salinas Planning Department, California Environmental Quality Act (CEQA), or National Environmental Protection Act (NEPA) may be completed as an additional service to this proposal.
- 11. Not responsible for tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 12. Not responsible for all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the City's needs and interests.
- 13. Energy, comfort (temperature) and thermal computational modeling and related graphic imagery.
- 14. LEED or any other sustainable design program documentation and submittal for certification..
- 15. Redraw or redesign due to unforeseen conditions including unknown site conditions, impact of surrounding project (as identified by City's approval process), unpredictability of bid climate and escalating construction cost.
- 16. Emergency generator.
- 17. Renewable energy such as photovoltaic arrays and systems.
- 18. Front End Documents including the following typically included in a Project Manual: Introductory Information, Bidding Requirements, Instructions to Bidders, Contracting Requirements, Division 1 and Division 2 of the Specifications Sections
- 19. Special documentation of additive or deductive bid alternates in Construction Documents.
- 20. Review of bidders' pre-qualifications.
- 21. Construction means and methods.

CONSTRUCTION ADMINISTRATION

- 1. Meetings and presentations additional to those listed in Scope of Services
- Overall project management and construction management, including overall project and construction schedule, project budget, bidding process and direction to selected general contractor
- 3. Establishing design criteria for designing or making field observations of shoring for building excavations or underpinning of adjacent structures, or temporary support of building elements during construction.
- 4. Continuous and/or detailed inspections of construction including Special Inspections as defined in Section 1704 of the California Building Code.
- 5. Special construction and inspections Typically conducted by the City's engineering testing laboratory.
- 6. Submittal list Typically prepared by the General Contractor.
- 7. Construction administration services beyond 12 months
- 8. Additional RFI or Submittal review beyond the assumptions listed above
- 9. Prepare Requests for Proposal (RFP)
- 10. Review proposals prepared by General Contractor



FEE SUMMARY

The proposed fees are lump sum figures, as follows:

HSR Fee Summary	
TEF Design (Historical Architect)	\$47,337.00
Groundwork Planning (Architectural Historian)	\$23,824.19
Tipping Structural Engineers (Structural)	\$5,250.00
TOTAL	\$76,411.19

Structural Upgrades Fee S	Summary		
TEF Design (Historical Arch	itect)	\$166,913.92	
Tipping Structural Engineers (Structural)		\$10,250.00	(excludes Phases 3-5)
BKF Engineers (Civil)		\$8,250.00	
TBD Consultants (Cost Estimate)		\$41,360.00	
	TOTAL	\$226,773.92	

A breakdown of the team proposed fees can be found in the attached Exhibits C, D, E, and F. Fees will be invoiced on a monthly basis on percentage of completion. Reimbursable expenses will be invoiced monthly. Additional services will be performed only upon your written authorization, should they be requested. Please note that the structural engineering fees provided for Phases 3, 4 & 5 of the Building Structural Upgrades & Building Shell Improvement phases are estimates. Any additional scope that is determined during Phase 2 will be proposed as an additional service.

Additional Services

Drone Services (See Exhibit G)

\$488.58

CONCLUSION

Please feel free to contact me if you have any questions or comments. If you agree with the terms of this proposal, please sign below. We are excited to continue supporting the City of Salinas with this project.

Sincerely,

Maryam Rostami, AIA, LEED AP, NOMA, LFA Principal

Douglas Tom, FAIA, LEED AP Founding Principal

_____ Date

Agreed by



Attachments: Exhibit A - Proposed Project Schedule

Exhibit B - Task & Hours Summary: Architectural, dated 28, October 2024

Exhibit C - GroundWork Preservation Proposal

Exhibit D - Tipping Engineers Proposal Exhibit E - BKF Engineering Proposal Exhibit F - TBD Consultants Proposal Exhibit G - Spaur Group Proposal

37 Soledad Street HSR & Structural Upgrades

PROPOSED Project Schedule 10/29/24, Revised 06/10/25

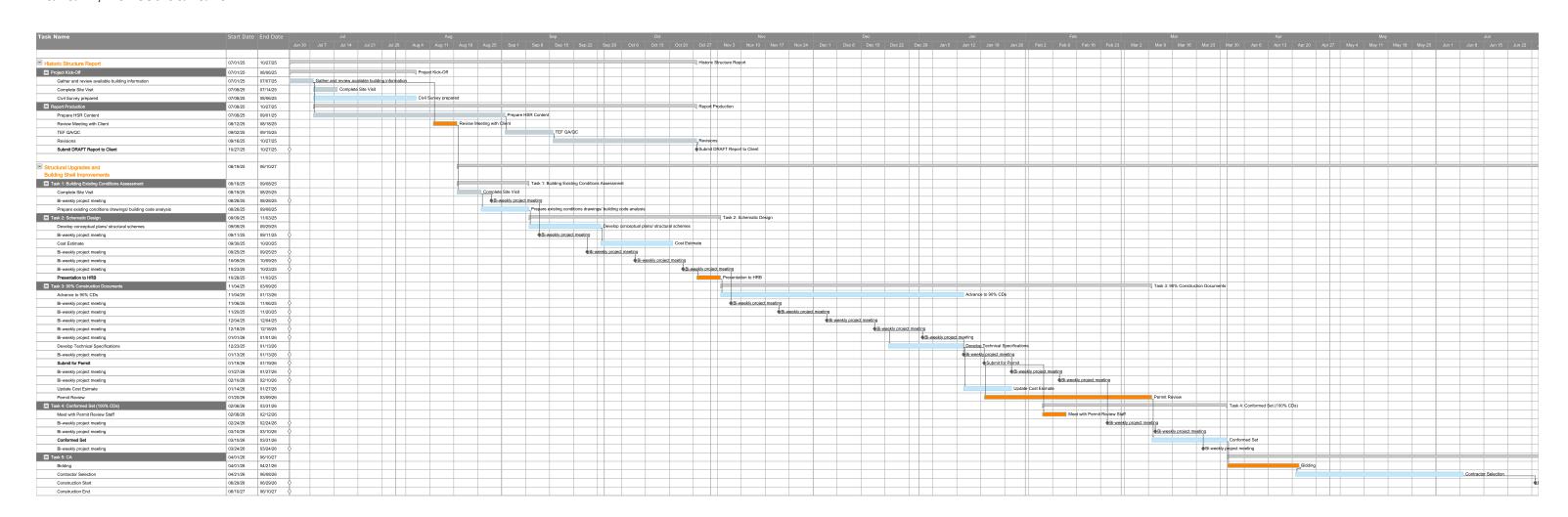


EXHIBIT B

EXHIDIT D									
TEF Design									10/29/24
37 Soledad Street HSR and Structural Upgrade	es								
City of Salinas									
TASK & HOURS SUMMARY: Design Team Sumr	nary								
TASK & TOOKS SOMMAKET DESIGN TEAM SAME	,								
HSR Fee Summary			Upgrades Fee S				Financial Fea		
TEF Design (Historical Architect)	\$47,337.00		(Historical Archi		\$166,913.92	(excludes	EPS Inc (Mark	et Study)	\$12,500.00
Groundwork Planning (Architectural Historian)	\$23,824.19	lipping Stru	ıctural Engineer	s (Structural)	\$10,250.00	Phases 3-5)		TOTAL	\$12,500.00
Tipping Structural Engineers (Structural)	\$5,250.00	BKF Engine			\$8,250.00				
		TBD Consul	tants (Cost Estir		\$41,360.00				
ТОТА	L \$76,411.19			TOTAL	\$226,773.92				
		Additional	Services						
		Drone Servi			\$488.58				
BASIC SERVICES			FIR						
		TEF	Tipping	Groundwork					
HSR Tasks		Design (Historical	Engineers (Structural	Planning (Architectural	Total				
		Architect)	Engineer)	Historian)					
1.0 Gather and review available information		\$530.00	\$1,000.00	\$2,240.00	\$3,770.00				
2.0 Attend Site Visit		\$4,680.00	\$1,000.00	\$3,180.00					
3.0 Complete Research		\$670.00	-	\$3,180.00					
4.0 Present Findings to Client		\$670.00	#3 000 cc	\$560.00	. ,				
5.0 Complete and submit report 6.0 Project Mangagement		\$38,260.00 \$2,000.00	\$3,000.00	\$14,100.00	\$55,360.00 \$2,000.00				
Reimbursable Expense	s	\$2,000.00	\$250.00	\$564.19					
Kennadi Sabie Expense	-	\$327.00	¥250.00	TOTAL	\$76,411.19				
BASIC SERVICES				FIRM					
		TEF Design	Tipping Engineers	BKF	TBD				
Structural Upgrade Tasks		(Historical	(Structural	Engineers	Consultants	Total			
		Architect)	Engineer)	(Civil Engineer)	(Cost Esimate)				
Phase 1: Building Existing Conditions Assessm	nent (3 weeks)								
1.1 Attend Site visit		\$3,120	\$1,000	\$500	-	\$4,620.00			
1.2 Prepare Existing Conditions Drawings 1.3 Building Code Analysis		\$7,600 \$1,840	\$2,000	-	-	\$9,600.00 \$1,840.00			
1.4 Bi-weekly Project Meetings (1)		\$750	-			\$750.00			
1.5 Project Mangagement		\$2,000	-	-	-	\$2,000.00			
				Та	sk 1 Sub-Total	\$18,810.00			
Phase 2: Schematic Design (3 weeks)									
2.1 Develop Schematic Design Drawings		\$7,200	\$7,000	\$7,500	£10,000	\$21,700.00			
2.2 Cost Estimate Coordination 2.3 Prepare for HRB Presentation		\$1,840 \$2,400		-	\$18,800	\$20,640.00 \$2,400.00			
2.4 Attend HRB Presentation		\$3,360	-			\$3,360.00			
2.5 Bi Weekly Project Meetings (4)		\$3,000	-	-	-	\$3,000.00			
2.6 Project Management + QC		\$2,000	-	-	-	\$2,000.00			
				Та	sk 2 Sub-Total	\$53,100.00			
Phase 3: 90% Construction Documents (10 we	eks)	\$19,400			ı	\$19,400.00			
3.1 Develop Construction Documents 3.2 Develop Technical Specifications		\$19,400	-	-	-	\$19,400.00			
3.3 Update Construction Cost Estimate		\$2,120	-		\$22,560	\$24,680.00			
3.4 Prepare Permit submission to City		\$650	-	-	-	\$650.00			
3.5 Bi-weekly Project Meetings (8)		\$4,080	-	-	-	\$4,080.00			
3.6 Project Management + QC		\$2,040	-		<u> </u>	\$2,040.00			
Task 3 Sub-Total	locumonts) (2 w	noles)		I a	sk 3 Sub-Total	\$64,450.00			
Phase 4: Conformed Set (100% Construction Description Respond to City Questions/ attend meeting attendance)		eeks)							
4.1 staff (virtual)		\$3,040	-	_	-	\$3,040.00			
4.2 Revise Drawings		\$3,480	-	-	-	\$3,480.00			
4.3 Revise Specifications		\$4,080	-	-	-	\$4,080.00			
4.4 Bi-weekly Project meetings (4)		\$2,040	-	-	-	\$2,040.00			
4.5 Project Management		\$1,360	-	- т	sk 4 Sub-Total	\$1,360.00 \$14,000.00			
Phase 5: Construction Administration and Pro	piect Close-out (assume 12 month	construction		isk 4 sup-10tal	⊅ 1~4,000.00			
5.1 Review GC Schedule	, 2.000 out (\$1,240	-	-		\$1,240.00			
5.2 Respond to RFIs (up to 20)		\$11,800	-	-	-	\$11,800.00			
5.3 ASKs (up to 10)		\$5,900	-	-	-	\$5,900.00			
5.4 Submittal Review (up to 10)		\$7,300	-	-	-	\$7,300.00			
5.5 ASIs (up to 10)		\$7,300 \$6,750	-	-	-	\$7,300.00			
5.6 Change Order review (up to 15) 5.7 Contractor Pay Application Reviews (up to	o 12)	\$6,750 \$3,400	-	-	-	\$6,750.00 \$3,400.00			
5.8 OAC Meetings - virtual (24)	U 12J	\$3,400 \$7,440	-	-		\$3,400.00			
5.9 Site Walks (6)		\$16,560	-	-		\$16,560.00			
5.1 Punch walk and write up (2)		\$5,860	-	-	-	\$5,860.00			
					sk 5 Sub-Total	\$73,550.00			
Reimbursable Expense	s	\$2,363.92	\$250.00	\$250.00					
					TOTAL	\$226,773.92			

EXHIBIT C

Project Name: Historic Structure Report, 37 Soledad Street, Salinas, CA

Date: October 22, 2024

Prepared By: Gretchen Hilyard Boyce, Groundwork Preservation, LLC
Prepared For: Lindsey Moder, TEF Architects



											Totals	8	Notes
				Task	: 1: Background Review	_	Task 2: Site sit/Research	Tasl	k 3: Final HSR		Labor	r	
Title		Rate	Unit	Qty	Cost	Qty	Cost	Qty	Cost	Qty	С	Cost	1
Principal		\$190.00	Hour	8	\$1,520.00	24	\$4,560.00	62	\$11,780.00	94	\$ 1	7,860.00	Task 2: Assumes 2 staff for 1 day site visit including travel time.
Associate Cultural Resources	Historian	\$90.00	Hour	8	\$720.00	20	\$1,800.00	32	\$2,880.00	60	\$!	5,400.00	Task 3: Includes up to 2 hours of meetings with client to discuss findings.
			1							Total	\$ 23	3,260.00	
											Expense	es	
Expense	Description	Rate	Unit	Qty	Cost	Qty	Cost	Qty	Cost	Qty	С	Cost	
Mileage (1 site visit, round trip to site from Colfax, CA = 500 miles)	Federal Rate	\$0.670	Mile			470	\$314.90			470	\$31	14.90	
Per Diem (meals)	Daily Rate (Monterey County)	\$74.00	Day			2	\$148.00			2	\$14	18.00	
Research Fees	,,	\$50.00	Flat rate			1	\$50.00			1	\$50	0.00	
10% Markup					\$0.00		\$51.29		\$0.00	0	\$51	1.29	
										Total	\$56	4.19	
Assumptions				Task	1: Background Review	_	Task 2: Site sit/Research	Tasl	k 3: Final HSR		Totals	8	
1 Electronic deliverables only	, no printing.		Total Direct Labor		\$2,240.00		\$6,360.00	:	\$14,660.00		\$23,260.	.00	
2 No rounds of review and co	mment from clien	t.	Total Expenses		\$0.00		\$564.19		\$0.00		\$564.1	.9	
3 Site visits are inclusive of tra	avel time.		Total Project Cost		\$2,240.00		\$6,924.19		\$14,660.00		\$23,824.	.19	

EXHIBIT D



October 28, 2024

Maryam Rostami TEF Design 1420 Sutter Street San Francisco, CA 94109

Re: 37-39 Soledad Street Stabilization

37 Soledad Street Salinas, CA 93901 Job No. 2024,294.00

Dear Maryam,

Thank you for considering Tipping for the proposed stabilization and retrofit of 37-39 Soledad Street in the historic Chinatown district of Salinas. We are delighted to work with you on this important renovation.

We have based our proposal on the scope of work described in an email from TEF Design, dated October 21, 2024 and a Market Value Appraisal Report by Pacific Appraisers dated November 22, 2022. We understand the property is part of the Chinatown Revitalization Project Plan by the City of Salinas and will ideally be preserved and improved as a cultural heritage site. The buildings are currently in poor condition, requiring stabilization. From our conversations with you, we understand that the City wishes to pursue construction of a seismic retrofit scheme as an integral part of the building stabilization, in anticipation of future improvements and use of the site.

The existing site includes two adjoining buildings constructed in 1942, each two-stories tall and totaling approximately 9,431 square feet of interior space. 37 Soledad Street, also known as the Republic Cafe, is on the National Register of Historic Places and recognized by the State of California as a historic building. A fire in October of 2022, along with much deferred maintenance, has rendered the wood-framed buildings uninhabitable.

PROJECT GOALS

As the building has been damaged by fire and neglect, and noting the historic nature of this building, the first goal is to document the existing condition of the building in a Historic Structure Report (HSR).

Following that effort, the goal will be to present options for stabilization and retrofit for future occupancy. Given that seismic renovation scope and construction costs typically vary, we understand that you will rely on Tipping providing good information and insight early in the process to inform the

team's critical decision making. We anticipate that the retrofit work would consist primarily of new seismic shear walls or frames (likely at or near the front facade), possible plywood diaphragm strengthening, out of plane concrete wall to framing connections, and other localized measures to ensure the overall stability of the building and mitigate falling hazards.

Given the uncertainty related to the required retrofit scope, this proposal specifically covers the initial seismic evaluation and schematic design phase in which a scope of structural improvements necessary to meet the client goals will be created. This scope defined in schematic design drawings will serve as the basis for future phases of the project.

SCOPE OF STRUCTURAL ENGINEERING SERVICES

The Basic Services for which Tipping Structural Engineers is responsible include the analysis, design, and documentation for the seismic improvements described above. The following is a summary of the services that we will provide through the different phases of the project. Please note that as mentioned above, the scope of this proposal is only for the initial Evaluation / Scope Definition / Schematic Design phase; however, we have outlined the expected scope of future phases (which would be part of a modified or new agreement) for your reference.

Evaluation / Schematic Design / Scope Definition

- Meet with project team to coordinate the work.
- Review any existing structural drawings, geotechnical reports, or other documents made available to us.
- Make one site visit to identify and confirm the configuration of the existing structural systems and observe details of existing construction.
- Define a limited testing program to expose, measure, and document a small sampling of existing structural elements, as necessary, to be performed by an owner-retained contractor or testing laboratory.
- Perform a formal seismic assessment of the building and identify the deficiencies that need to be addressed.
- Document existing conditions for inclusion in the HSR.
- Issue a preliminary set of seismic retrofit plans, including up to 2 options, for budgeting and planning.

October 28, 2024

Construction Documents

- Meet with project team to coordinate and deliver the work.
- Perform engineering analysis and detailed design of seismic improvements to address noted deficiencies.
- Establish testing and inspection requirements for all structural materials and workmanship.
- Prepare complete drawings, specifications, and calculations for permitting, bidding, and construction of the project.

Approvals and Bidding

- Respond to plan check comments and revise plans as necessary.
- Advise and consult with client and architect during the solicitation and evaluation of contractor bids
- Issue final construction documents and addenda for construction.

Construction Administration

- Attend a pre-construction conference to answer questions about design intent or interpretation of the documents, and to examine the contractor's understanding of the project and its requirements.
- Review fabrication drawings and construction submittals for overall compliance with the structural portion of the contract documents. We assume a single round of review of complete, coordinated, and timely submittal packages that are reviewed and approved by the contractor prior to review by our office.
- Review inspection and test reports for items detailed on the structural drawings or called out in the specifications. Take necessary action on reports indicating non-conforming items. This excludes significant design revisions that may result from non-conformance with and deviations from the contract documents.
- Respond to questions from the client and/or special inspector regarding interpretation of the structural portion of the contract documents.
- Respond to contractor RFIs. This excludes redesign effort or significant changes to the
 approved plans due to contractor's means and methods or requests for substitution. This also
 excludes the design of repair or remediation measures for damaged or inadequately performed
 work.

October 28, 2024

- Visit the construction site at appropriate times to observe the progress of construction and its
 general conformance to structural drawings and specifications. We estimate that the project
 would include up to three (3) site visits during construction for periodic structural observation.
 This excludes site visits for inspection, field coordination, troubleshooting, repair or
 remediation of damaged or inadequately performed work, and quality control efforts.
- Prepare a record set of drawings.

EVALUATION / SCOPE DEFINITION / SCHEMATIC DESIGN: FEE

We propose to provide basic structural engineering services for the initial Evaluation / Scope Definition / Schematic Design Phase of the project for the fixed sum of \$14,000.

ESTIMATED DESIGN FEES FOR FUTURE PHASES

Assuming the project proceeds with a scope of improvements outlined in our initial evaluation / schematic design phase, we would provide the scope of services outlined above for Construction Documents, Approvals and Bidding, and Construction Administration phases. In order for the client to make initial budgeting plans, we have been asked to provide a rough estimate of fees for these phases at this time. Below are these estimates, to be used for planning purposes only. Given the lack of scope definition, we emphasize that they are to be considered preliminary estimates that may change as the project develops.

Phase	Estimated Fee Range
Construction Documents	\$16,000 - \$34,000
Approvals and Bidding	\$2,500 - \$5,000
Construction Administration	\$12,000 - \$26,000

If you find this proposal acceptable, please sign and return a copy as our authorization to proceed. Again, thank you for considering Tipping as part of your team for this project. We look forward to working with you. Please do not hesitate to contact us if you have any questions.

24294.wa.odt

37-39 Soledad Street Stabilization

October 28, 2024

Sincerely,	Accepted:			
more original	Signature			
Marc Steyer, SE, LEED AP Principal	Printed Name and Title			
	Date			

EXHIBIT E

October 28, 2024 BKF No. 20242143



Ms. Maryam Rostami TEF Design 1420 Sutter Street, 2nd Floor San Francisco, CA 94109 Transmitted Via Email: maryam@tefarch.com

Subject: 37 Soledad Street, Salinas

Land Surveying Proposal

Dear Maryam:

BKF Engineers welcomes the opportunity to submit this proposal for land surveying services associated with the project located at 37 Soledad Street in the City of Salinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services and determined a level of effort fee for each task.

SCOPE OF SERVICES

TASK 1: SITE MEETING

1. Existing Conditions Review: BKF will attend one (1) site meeting with the team to review the existing site constraints and conditions. We will note any potential challenges to development and confirm our scope of survey services to support the project. This task is will be performed in conjunction with the 45 Soledad Street site meeting.

TASK 2: TOPOGRAPHIC AND BOUNDARY SURVEY (37 SOLEDAD)

- 1. Establishment of Project Survey Control: BKF will perform a Control Survey and establish project control. Horizontal control will be based on California Coordinates System of 1983 (CCS83) relative to California Spatial Reference Network by static GPS observation. Vertical coordinates will be relative to the North American Vertical Datum of 1988 (NAVD88). BKF will establish suitable off-site survey control for use during the preparation of the topographic survey. Permanent control points such as mag nails with washers and cut crosses will be set at the project site as aerial survey targets. BKF will set the topographic survey control points, which will be located outside the project site and will be used by our sub-consultant as control for the initial base mapping.
- 2. Boundary Analysis: BKF will perform a Boundary Survey and prepare a Boundary Analysis that will define the development parcel area. While performing the field work associated with the topography, BKF will conduct field research for primary monumentation to establish boundary resolution. Once the research and reconnaissance has been completed, BKF will perform a boundary determination, which includes an analysis of the assembled evidence with respect to its relationship to the title and other documentary evidence.
- 3. Topographic Field Survey: Simultaneous to conducting the field reconnaissance discussed above, BKF will provide the field work to prepare a complete Topographic Map for the subject property. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:

- a. Terrestrial Survey BKF will provide the field work to prepare a Topographic Map for the subject property. The limits of the topographic survey will be the subject property and the improved width of roadways along the property frontage. The topographic survey will be comprised of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, trees 6-inches and larger in diameter and visual utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the site and immediately adjacent improvements to produce mapping at a 1-foot contour interval.
- b. Utilities Utility infrastructure within the mapping limits, including sewer, water valves, hydrants, meter boxes, storm drain and marked utilities, if encountered during the course of our field survey, will also be identified. The basic routing, inverts and orientation of the on-site gravity utilities will be identified based on field evidence and any available plans provided if to BKF prior to commencement of the survey. If as-built drawings are not provided or are inconclusive when compared to the field evidence, only data at the dipped structures will be provided.
- c. Utility Locating BKF's in-house utility locators will perform utility investigation services using standard industry acceptable methods as per California Government Code section 4216 to determine the approximate horizontal position and depth of *detectable* subsurface utilities within the designated area (see attached Limits of Work). BKF's field crews will use a combination of water-based paint and pin flags to mark the results of our investigation on the ground surface. BKF crews may opt to use the Ground Penetrating Radar (GPR), if the soil conditions will return a good signal to attempt to locate water lines and other utility lines with no tracer wires. Individual field conditions will dictate the thoroughness of our subsurface utility investigation. BKF will perform a reasonable effort to determine the location of the existing underground utility lines; however, due to technical limitations of today's most modern equipment, no guarantee (expressed or implied) can be made. Irrigation lines, empty conduits, and abandoned utilities will not be located. Potholing and excavation are specifically excluded on this proposal. This scope of work does not include clearing areas for geotechnical boring, soil sampling, and drilling operations.
- d. Mapping BKF will produce the mapping in a reproducible hard copy and electronic format. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by other team consultants for their work, as a courtesy.
 - The mapping is anticipated to be compiled at 1" = 20', and will also indicate individual spot elevations at various locations throughout the site. BKF will take a series of photographs for future reference and documentation of current field conditions encountered during the time of our survey.
 - 2) The vertical control for the survey will be tied to the North American Vertical Datum of 1988 (NAVD88), unless otherwise agreed upon in writing prior to commencement of the survey.
 - 3) The horizontal location and rotation of the mapping is anticipated to be on an "assumed" coordinate system otherwise agreed upon in writing prior to commencement of the survey.

Note: Record of Survey

State law requires that the Surveyor of record performing the boundary resolution file a record of survey with the County if a map is not prepared as part of the project. As this project may anticipate pursuing a Tentative Parcel and Final Parcel Map for Condominium Purposes, we have currently excluded fee for this task in our scope of services. If a determination is made to eliminate pursuing filing of a map as part of the final permitting process BKF will be required to prepare and file a record of survey with the County at the expense of the owner. Recordation fees are not included in our proposal.



SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. For the scope of work identified, we have assumed the following:

- 1) Basis of Design and Site Information
 - a) Topographic Survey: Proposal assumes field survey will be completed for 37 and 45 Soledad Street sites concurrently. Separate mobilizations to survey each site independently will be an additional service.
 - b) Title Report: A current title report for the property will be provided by the owner.
 - c) Potholing: Potholing services are not included in this proposal unless specifically identified.

COMPENSATION

1. BASE SCOPE OF WORK:

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Site Meeting	\$500
2	Topographic and Boundary Survey (37 Soledad)	\$7,500
	Total Labor Fee	\$8,000

In addition, please budget \$250 for reimbursable expenses. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or Architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-482-6306 if you have any questions regarding our scope of services.

Respectfully, BKF Engineers

Jonathan Tang, PE Associate Principal

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BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2024

<u>CLASSIFICATION</u>	HOURLY RATE
PROJECT MANAGEMENT	
Principal	\$302.00
Senior Associate Principal	\$280.00
Associate Principal	\$273.00
Senior Project Manager Senior Technical Manager	\$265.00
Project Manager Technical Manager	\$260.00
Engineering Manager Surveying Manager Planning Manager	\$239.00
TECHNICAL STAFF Senior Project Engineer Senior Project Surveyor Senior Project Pla	nner \$222.00
Project Engineer Project Surveyor Project Planner	\$195.00
Design Engineer Staff Surveyor Staff Planner	\$170.00
BIM Specialist I, II, III	\$170.00 - \$195.00 - \$222.00
Technician I, II, III	\$162.00 - \$172.00 - \$189.00 - \$223.00
Drafter I, II, III, IV	\$102.00 - \$172.00 - \$189.00 - \$203.00 \$127.00 - \$139.00 - \$150.00 - \$167.00
	\$127.00 - \$139.00 - \$150.00 - \$107.00
Engineering Assistant Surveying Assistant Planning Assistant	\$106.00
FIELD SURVEYING	*000.00
Survey Party Chief	\$222.00
Instrument Person	\$190.00
Survey Chainperson	\$143.00
Utility Locator I, II, III, IV	\$116.00 - \$164.00 - \$197.00 - \$224.00
Apprentice I, II, III, IV	\$88.00 - \$118.00 - \$130.00 - \$138.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$290.00
Senior Construction Administrator	\$253.00
Resident Engineer	\$188.00
Field Engineer I, II, III	\$170.00 - \$195.00 - \$222.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$208.00
Funding Strategies Manager	\$190.00
Funding/Research Analyst I, II, III, IV	\$130.00 - \$150.00 - \$160.00 - \$176.00
PROJECT ADMINISTRATION	
Project Coordinator	\$142.00
Senior Project Assistant	\$122.00
Project Assistant	\$108.00
Clerical Administrative Assistant	\$90.00

Expert witness rates are available upon request. Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



EXHIBIT F



2063 Grant Rd. Los Altos, CA, 94024 Tel: 415.981.9430

Our ref.: DB

October 28th, 2024

Maryam Rostami TEF Design 1420 Sutter Street, 2nd Floor San Francisco, CA 94109

Re: Fee Proposal – Cost Estimating Services 37 Soledad Street Café Building

Dear Maryam,

Further to your email, we are pleased to offer Cost Estimating services for the above project.

Scope of Services

We understand the scope of our services is to prepare an opinion of probable cost for the City of Salinas Soledad Street Café Building; we understand this project involves structural upgrades to the historic, two-story, reinforced concrete building

The opinion of probable cost will be at the Schematic and Construction Documents of design.

The estimate will be based on the measurements of quantities from the drawings with composite unit rates reflecting the scope of work and the current market conditions. We will not obtain any bids or opinions of cost from subcontractors unless the work is of such a unique nature that no other cost information is available. No bids or third-party opinions will be obtained without prior approval from the client.

We have included time required to review and discuss our cost estimate with the Design Team and for incorporating any requested revision to the estimate as a result of the Design Team review. We have excluded any time required to reconcile our estimate with another cost estimate prepared by others. We have also excluded time required to attend any meetings or any Value Engineering cost services from this proposal. Should additional work be required, our standard hourly rate of \$235 per hour will apply.



Fees

We	propose to	provide the above	services base	ed on the f	following	budget NTE Fe	ees –
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90% SD Cost Estimate (80 hrs @ \$235/hr.)	\$ 18,800
100% CD Cost Estimate (96 hrs @235/hr.)	\$ 22,560

Total Not to Exceed Fees \$41,360

We assume no alternates or options.

Expenses such as drawing reproduction, courier services, special mailing services (Federal Express, Express Mail etc.), and other abnormal costs are excluded and will be charged at cost plus 0% administration.

Our fees exclude travel costs outside the San Francisco Bay Area, any such travel costs as incurred will be billed separately.

Payment and Terms

We will issue a monthly invoice. Payment will be due thirty (30) calendar days.

Our proposal remains open for a period of ninety (90) days. After this time, we will be pleased to review the proposal, make any required amendments, and re-submit for your review and approval.

Work will be completed under the direction of Deo Bhalotia.

We trust that we have interpreted your requirements correctly, if you have any questions or suggested amendments, please do not hesitate to contact the undersigned. If you would like to proceed with the above services, please complete and return the authorization below.

We look forward to working with you on this project.

On behalf of TBD Consultants	On behalf of TEF Design
	Accepted by:
Deo Bhalotia Associate Principal	Date:
	Title:



EXHIBIT G ESTIMATE

Spaur Group 988 Easton Ave San Bruno, CA 94066 paul@spaurgroup.com +1 (510) 559-0856 www.spaurgroup.com



Bill to

TEF Design 1420 Sutter St, 2nd Floor San Francisco, CA 94109

Estimate details

Estimate no.: 1008

Accepted date

Estimate date: 10/29/2024

	Date Product or service	Description		Qty	Rate	Amount
	Aerial Photography	Aerial photography and imagery processing: nadir, oblique, and/or 360 imaging.		2.25	\$200.00	\$450.00
	Travel			192	\$0.65	\$124.80
			Subtotal			\$574.80
١	lote to customer		Discount 15%		-\$86.22	
Aerial photography of buildings at 37 Salinas st Salina to show current conditions of building roof and will cophotos from mostly top down perspective, and include panoramic images from corners of building. Images we metadata of GPS location and orientation of images.		onsist of 10-15 Total uding 360 Will include			\$4	488.58
Р	Price includes introductory discount.					
	hank you for your business!					

Accepted by



City of Salinas

200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org

Legislation Text

File #: ID#25-465, Version: 1

On-Call Services for Traffic Control Devices

Approve a Resolution rejecting bids from Chrisp Company received for "Traffic Striping, Curb and Pavement Markings" (Bid Items No. 1-59) for the On-Call Services for Traffic Control Devices; awarding a contract to Chrisp Company for "Signs and Markers" (Bid Items No. 60-72) and "Traffic Cushions" (Bid Items No. 73-74) for the On-Call Services for Traffic Control Devices for a three-year contract with an optional two-year contract extension for a not-to-exceed \$2,000,000, subject to the appropriation of funds; and authorizing the Mayor to execute the Contract with the Successful Bidder.

DATE: OCTOBER 28, 2025

DEPARTMENT: PUBLIC WORKS DEPARTMENT

FROM: DAVID JACOBS, PE, LS, PUBLIC WORKS DIRECTOR

BY: ADRIANA ROBLES, PE, CFM, CITY ENGINEER

JONATHAN HERNANDEZ, JUNIOR ENGINEER

TITLE: ON-CALL SERVICES FOR TRAFFIC CONTROL DEVICES

RECOMMENDED MOTION:

A motion to approve a Resolution:

- 1. Rejecting bids from Chrisp Company received for "Traffic Striping, Curb and Pavement Markings" (Bid Items No. 1-59) for the On-Call Services for Traffic Control Devices;
- 2. Awarding a contract to Chrisp Company for "Signs and Markers" (Bid Items No. 60-72) and "Traffic Cushions" (Bid Items No. 73-74) for the On-Call Services for Traffic Control Devices for a three-year contract with an optional two-year contract extension for a not-to-exceed \$2,000,000, subject to the appropriation of funds; and
- 3. Authorizing the Mayor to execute the Contract with the Successful Bidder.

EXECUTIVE SUMMARY:

On September 9, 2025, the City opened bids for the On-Call Services for Traffic Control Devices and received one proposal from Chrisp Company for all three categories in the amount of \$73,624.90. Based on the low number of bids received and the significantly high unit prices for the bid items in the "Traffic Striping, Curb and Pavement Markings" category (Bid Items No. 1-59), staff recommends the rejection of the "Traffic Striping" category and awarding the other two categories "Signs and Markers (Bid Items No. 60-72) and "Traffic Cushions" (Bid Items No. 73-74) to Chrisp Company for a three-year contract with an optional two-year contract extension for a not-to-exceed total amount of \$2,000,000.

BACKGROUND:

On October 22, 2019, City Council approved Resolution No. 21722 (Attachment 1) entering into a contract agreement with Chrisp Company for the On-Call Services for Traffic Control Devices. This on-call included work items specific to traffic control devices: installation and/or removal of roadside signs, installation and/or removal of pavement striping and markings, installation and/or removal of speed cushions in the public right-of-

way, installation of rectangular rapid flashing beacons, and installation of radar feedback signs. The scope of services was limited to only traffic control devices to appeal to smaller contractors who specialize in this type of work. Under this contract, the City was able to deliver individual work orders on an on-call basis, most of the work orders issued pertained to the restriping of city streets and the installation of new traffic signs. The contract was for three years and was extended to an additional two-year contract extension.

On October 22, 2024, the contract with Chrisp Company for the On-Call Services for Traffic Control Devices expired and the City issued a solicitation for bids for a new On-Call Services for Traffic Control Devices contract. On April 8, 2025, the City opened bids and received one proposal from Chrisp Company in the amount of \$94,624.90 for all categories. City staff considered this bid too high which resulted in City Council rejecting the proposal through Resolution No. 23257 (Attachment 2).

On August 13, 2025, the City issued a notice to bidders for the On-Call Services for Traffic Control Devices and on September 9, 2025, the City opened bids for a second time with Chrisp Company as the only bidder as shown on Table 1.

Table 1. Bid Results

Contractor	Work Description	Subtotal Unit Pricing Bid
	Traffic Striping, Curb and Pavement Markings	\$1,039.90
Chrisp Company	Signs and Markers	\$46,085.00
	Speed Cushions	\$26,500.00
	BID TOTAL:	\$73,624.90

The bid was based on three categories ("Traffic Striping, Curb and Pavement Markings", "Signs and Markers" and "Speed Cushions") for which the bidder was not required to bid for all bid items but was required to submit bids for all items in at least one category. The basis of award was the subtotal of the bid unit price for each category. Chrisp Company submitted a bid for all three categories in the sum of \$73,624.90. Comparing the Engineer's estimate with the bid received, there are significant differences in the unit prices for many of the line items in the first category "Traffic Striping, Curb and Pavement Markings" (Bid Items No. 1-59), many unit prices up to 400% higher than the engineer's estimate. Staff also compared the unit prices with the previous On-Call Services for Traffic Control Devices contract with Chrisp Company from 2019 and found significant increases in unit prices for the same line items. For example, some unit prices increased from \$9.50 per foot to \$56.00 per foot, resulting in a 489% increase. This cost increase greatly exceeds the consumer price index inflation, which would have increased the unit price to \$11.88.

Due to the significant increase to unit prices of the bid received for bid items in the first category "Traffic Striping, Curb and Pavement Markings", and the limited funds appropriated to restriping (CIP 9081)¹, significantly fewer city streets would be restriped on an annual basis. In response,

¹ CIP 9081 provides funding to update striping and signing on streets that need safety striping and signing but are not part of pavement improvements.

City staff will seek to obtain a more competitive bid for restriping through a defined annual restriping project based available funds. Staff will compile a list of potential restriping projects and will make priority recommendations based on a set of criteria focused on safety.

Staff consider the unit prices of the second and third categories "Signs and Markers" (Bid Items No. 60-72) and "Speed Cushions" (Bid Items No. 73-74) to be reasonable and recommends City Council award a contract to Chrisp Company for these categories for the On-Call Services for Traffic Control Devices. These bid items pertain to the installation and/or removal of street signs, installation of rectangular rapid flashing beacons, installation of radar feedback signs, and the installation and/or removal of speed cushions.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No because the contract was competitively bid.

STRATEGIC PLAN INITIATIVE:

This project addresses the City Council's goals of "Infrastructure" and "Public Safety". Maintaining roadway striping, roadway signs and other traffic control devices increases roadway safety.

DEPARTMENTAL COORDINATION:

The Public Works Department is collaborating with Legal, Administration and Finance Departments for the execution of the contract and issuance of the purchase orders.

FISCAL AND SUSTAINABILITY IMPACT:

The fiscal impact is dependent on each individual work order and budget is available and appropriated in the CIP 9081.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
2511	50.9081-66.4000	Capital Outlay Improvements	\$300,000	\$250,000

Annually we have traditionally appropriated \$300,000 for restriping and traffic control devices. Of these \$50,000 is allocated for administrative costs. The on-call contract is for a total of not-to-exceed \$2,000,000 in three years and an optional two-year contract extension.

ATTACHMENTS:

Resolution

Attachment 1: Resolution No. 21722 Attachment 2: Resolution No. 23257 Attachment 3: Bid Tabulation Sheet

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION AWARDING A CONTRCT TO CHRISP COMPANY FOR ON-CALL SERVICES FOR TRAFFIC CONTROL DEVICES

WHEREAS, under the On-Call Services for Traffic Control Devices contract, the City was able to deliver individual work orders on an on-call basis mostly pertaining to the restriping of city streets and sign installation; and

WHEREAS, on October 22, 2019, City Council approved Resolution No. 21722 awarding Chrisp Company a contract for the On-Call Services for Traffic Control Devices; and

WHEREAS, the contract was for a three-year period with an optional two-year contract extension, which was exercised on mutual consent, and on October 22, 2024, the contract expired; and

WHEREAS, on March 18, 2025, the City issued a notice to bidders for the On-Call Services for Traffic Control Devices; and

WHEREAS, on April 8, 2025, the City publicly opened bids and received one proposal for all categories in the proposal bid items in the amount of \$94,624.90; and

WHEREAS, City staff considered this bid too high resulting in City Council rejecting the bid through Resolution No. 23257; and

WHEREAS, on August 13, 2025, the City issued a second notice to bidders for an On-Call Services for Traffic Control Devices; and

WHEREAS, on September 9, 2025, the City publicly opened bids and received one bid for all three categories in the amount of \$73,624.90; and

WHEREAS, City staff consider the unit prices for the first category "Traffic Striping, Curb and Pavement Markings" (Bid Items No. 1-59) significantly higher than anticipated inflation increases and does not recommend award of them.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby rejects bids received from Chrisp Company for "Traffic Striping, Curb and Pavement Markings" (Bid Items No. 1-59) for the On-Call Services for Traffic Control Devices; and

BE IT FURTHER RESOLVED that the Salinas City Council awards a contract to Chrisp Company for "Signs and Markers" (Bid Items No. 60-72) and "Traffic Cushions" (Bid Items No. 73-74) for the On-Call Services for Traffic Control Devices for a three-year contract with an optional two-year contract extension for a not-to-exceed \$2,000,000, subject to the appropriation of funds; and

BE IT FURTHER RESOLVED that the Mayor of Salinas is hereby authorized and directed on behalf of the City of Salinas to execute a contract consistent with the Proposal of said Successful Bidder for said work.

PASSED AND APPROVED this 28th day of October 2025, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	APPROVED:
	Dennis Donohue, Mayor
ATTEST:	
Patricia M. Barajas, City Clerk	

RESOLUTION NO. 21722 (N.C.S.)

A RESOLUTION AWARDING THE ON-CALL SERVICES CONTRACT FOR TRAFFIC CONTROL DEVICES TO CHRISP COMPANY; AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO EXECUTE INDIVIDUAL JOB ORDER CONTRACTS; AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO EXECUTE AMENDMENTS TO CONTRACT

WHEREAS, on July 17, 2019, the Public Works Director, approved On-Call Services specifications for Traffic Control Devices and authorize issuance of invitation to public bid.; and

WHEREAS, representatives of the City Clerk of Salinas on August 30, 2019, at a public meeting held in the Rotunda at Salinas City Hall, Salinas, California, publicly opened, examined and declared the bids or proposals delivered to or filed with said City Clerk for the On-Call Services for Traffic Control Devices, Project No. 9081 and 9163, in accordance with the plans and specifications for such work filed in the office of said City Clerk on July 17, 2019, and now on file in said office; and

WHEREAS, City staff thereupon reported the results of the bidding to the City Council at its regular meeting on October 08, 2019, and the Council in open session at said meeting examined the report of staff; and

WHEREAS, City staff will use the current funding for CIP 9081 to implement the project listed on Exhibit "A". The remaining funds will be used to respond to maintenance requests at the direction of the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED in reference to the On-Call Services for Traffic Control Devices, Project No. 9081 and 9163, that all of said bids or proposals are rejected except the bid from Chrisp Company, (hereinafter referred to as "Successful Bidder"), being the lowest and best bid, which is hereby accepted. The subject contract is hereby awarded to said Successful Bidder for the unit prices particularly set forth and contained in the Proposal for the On-Call Services for Traffic Control Devices, Project No. 9081 and 9163, of said successful bidders previously filed in the office of the City Clerk. Said sum shall be paid by the City of Salinas to said Successful Bidder in cash, lawful money of the United States of America, payable at the time and manner specified in the plans and specification and contract documents for the project filed in the office of the City Clerk, entitled "On-Call Services for Traffic Control Devices, Project No. 9081 and 9163."

BE IT FURTHER RESOLVED that said plans and specification are hereby referred to for all of the details and particulars thereof, and said plans and specification are by reference incorporated in and hereby made a part of this resolution.

BE IT FURTHER RESOLVED that the Public Works Director is authorized to execute individual Job Order contracts. Additionally, the Public Works Director is authorized to execute Amendments to the Contract.

BE IT FURTHER RESOLVED that the Mayor of Salinas is hereby authorized and directed on behalf of the City of Salinas to execute a contract consistent with the Proposal of said Successful Bidder for said work.

PASSED AND APPROVED this 22nd day of October 2019 by the following vote:

AYES: Councilmembers: Barrera, Cromeenes, Davis, De La Rosa and Mayor Gunter

NOES: None

ABSENT: Councilmember McShane and Villegas

ABSTAIN: None

APPROVED:

DocuSigned by:

Joe Gunter, Mayor

ATTEST:

DocuSigned by:

Patricia M. Barajas, City Clerk

RESOLUTION NO. 23257 (N.C.S.)

A RESOLUTION REJECTING BIDS RECEIVED FOR THE ON-CALL SERVICES FOR TRAFFIC CONTROL DEVICES.

WHEREAS, under the On-Call Services for Traffic Control Devices contract agreement, the City was able to deliver individual work orders on an on-call basis mostly pertaining to the restriping of city streets and sign installation; and

WHEREAS, on October 22, 2019, City Council approved Resolution No. 21722 entering into contract agreement with Chrisp Company for the On-Call Services for Traffic Control Devices; and

WHEREAS, contract agreement was for a three (3) year period with an option to extend to two (2) additional years, which was exercised on mutual consent, and on October 22, 2024, the contract agreement with Chrisp Company expired; and

WHEREAS, on March 18, 2025, the City issued a notice to bidders for a new On-Call Services for Traffic Control Devices; and

WHEREAS, on April 8, 2025, the City publicly opened bids for the On-Call Services for Traffic Control Devices; and

WHEREAS, the City received one (1) bid for the On-Call Services for Traffic Control Devices in the amount of \$94,624.90 with the engineer's estimate as \$70,118.20, resulting in significantly higher unit prices than anticipated inflation increases.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby rejects all bids received for the On-Call Services for Traffic Control Devices.

PASSED AND APPROVED this 13th day of May 2025, by the following vote:

AYES: Councilmembers Barajas, Barrera, D'Arrigo, De La Rosa, Salazar, Sandoval and Mayor Donohue

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

—signed by: Dennis Donoliue

Dennis Donohue, Mayor

ATTEST:

—pocusigned by: Patricia Barajas

Patricia M. Barajas, City Clerk

Bid awarded on	by Salinas City Council	(NCS) to	
-	For the sum of \$	for item	All others bids were rejected and
bid bonds returned. Dated this	day of	, 20	

On-Call Services for Traffic Control Devices

Bid O	pening: September 9, 2025	Engi	ineer's Est	imate	Chrisp Company			
Base F	Bid							
Item #	Item Description	Unit of Measure	Un	it Price	Item Total	Unit Price	Item Total	
Traffi	c Striping (As shown on CA-MUTCD, Figure 3A-101-113 (CA)), Curb an	d Pav	vement Ma	arkings			
1	Traffic Striping Detail 1 (0-499 ft)	LF	\$	2.60	\$ 2.60	\$ 4.10	\$ 4.10	
2	Traffic Striping Detail 1 (500+ ft)	LF	\$	2.50	\$ 2.50	\$ 3.95	\$ 3.95	
3	Traffic Striping Detail 2 (0-499 ft)	LF	\$	2.90	\$ 2.90	\$ 4.20	\$ 4.20	
4	Traffic Striping Detail 2 (500+ ft)	LF	\$	2.80	\$ 2.80	\$ 4.05	\$ 4.05	
5	Traffic Striping Detail 5 (0-499 ft)	LF	\$	2.60	\$ 2.60	\$ 3.60	\$ 3.60	
6	Traffic Striping Detail 5 (500+ ft)	LF	\$	2.50	\$ 2.50	\$ 3.45	\$ 3.45	
7	Traffic Striping Detail 6 (0-499 ft)	LF	\$	2.90	\$ 2.90		\$ 3.70	
8	Traffic Striping Detail 6 (500+ ft)	LF	\$	2.80	\$ 2.80	\$ 3.55	\$ 3.55	
9	Traffic Striping Detail 8 (0-499 ft)	LF	\$	2.60	\$ 2.60	\$ 4.10	\$ 4.10	
	Traffic Striping Detail 8 (500+ ft)	LF	\$	2.50	\$ 2.50	\$ 3.95	\$ 3.95	
11	Traffic Striping Detail 9 (0-499 ft)	LF	\$	2.90	\$ 2.90	\$ 4.20	\$ 4.20	
12	Traffic Striping Detail 9 (500+ ft)	LF	\$	2.80	\$ 2.80	\$ 4.05	\$ 4.05	
13	Traffic Striping Detail 11 (0-499 ft)	LF	\$	2.60	\$ 2.60	\$ 3.60	\$ 3.60	
14	Traffic Striping Detail 11 (500+ ft)	LF	\$	2.50	\$ 2.50	\$ 3.45	\$ 3.45	
	Traffic Striping Detail 12 (0-499 ft)	LF	\$	2.90	\$ 2.90	\$ 3.70	\$ 3.70	
16	Traffic Striping Detail 12 (500+ ft)	LF	\$	2.80	\$ 2.80	\$ 3.55	\$ 3.55	
17	Traffic Striping Detail 15 (0-499 ft)	LF	\$	10.50	\$ 10.50	\$ 18.10	\$ 18.10	
18	Traffic Striping Detail 15 (500+ ft)	LF	\$	10.40	\$ 10.40	\$ 17.95	\$ 17.95	
19	Traffic Striping Detail 16 (0-499 ft)	LF	\$	13.00	\$ 13.00	\$ 18.70	\$ 18.70	
-	Traffic Striping Detail 16 (500+ ft)	LF	\$	12.90	\$ 12.90	\$ 18.55	\$ 18.55	
21	Traffic Striping Detail 18 (0-499 ft)	LF	\$	10.50	\$ 10.50	\$ 17.55	\$ 17.55	
22	Traffic Striping Detail 18 (500+ ft)	LF	\$	10.40	\$ 10.40	\$ 17.40	\$ 17.40	
23	Traffic Striping Detail 19 (0-499 ft)	LF	\$	13.00	\$ 13.00	\$ 18.10	\$ 18.10	
_	Traffic Striping Detail 19 (500+ ft)	LF	\$	12.90	\$ 12.90		\$ 17.95	
	Traffic Striping Detail 21 (0-499 ft)	LF	\$	6.40	\$ 6.40		\$ 28.10	
	Traffic Striping Detail 21 (500+ ft)	LF	\$	5.90	\$ 5.90		\$ 27.95	
27	Traffic Striping Detail 22 (0-499 ft)	LF	\$	6.80	\$ 6.80	\$ 28.30	\$ 28.30	
28	Traffic Striping Detail 22 (500+ ft)	LF	\$	6.40	\$ 6.40	l—————	\$ 28.15	
29	Traffic Striping Detail 24 (0-499 ft)	LF	\$	2.50	\$ 2.50		\$ 14.00	
	Traffic Striping Detail 24 (500+ ft)	LF	\$	2.40	\$ 2.40		\$ 13.85	
	Traffic Striping Detail 27B (0-499 ft)	LF	\$	2.50	\$ 2.50	l	\$ 14.00	
	Traffic Striping Detail 27B (500+ ft)	LF	\$	2.40	\$ 2.40		\$ 13.85	
33	Traffic Striping Detail 28 (0-499 ft)	LF	\$	12.40	\$ 12.40		\$ 56.00	
34	Traffic Striping Detail 28 (500+ ft)	LF	\$	11.70	\$ 11.70		\$ 55.85	

CITY CLERK

Bid O	pening: September 9, 2025		Engi	neer's Est	imate		Chrisp Company			
Base I	Bid									
Item #	Item Description	Unit of Measure	Un	it Price	Item T	otal	Un	it Price	Ite	m Total
35	Traffic Striping Detail 29 (0-499 ft)	LF	\$	13.00	\$	13.00	\$	56.30	\$	56.30
36	Traffic Striping Detail 29 (500+ ft)	LF	\$	12.70	\$	12.70	\$	56.15	\$	56.15
37	Traffic Striping Detail 31 (0-499 ft)	LF	\$	10.70	\$	10.70	\$	35.10	\$	35.10
38	Traffic Striping Detail 31 (500+ ft)	LF	\$	10.40	\$	10.40	\$	34.95	\$	34.95
39	Traffic Striping Detail 32 (0-499 ft)	LF	\$	6.20	\$	6.20	\$	35.40	\$	35.40
40	Traffic Striping Detail 32 (500+ ft)	LF	\$	5.90	\$	5.90	\$	35.25	\$	35.25
41	Traffic Striping Detail 36 (0-499 ft)	LF	\$	12.40	\$	12.40	\$	56.15	\$	56.15
42	Traffic Striping Detail 36 (500+ ft)	LF	\$	11.70	\$	11.70	\$	56.00	\$	56.00
43	Traffic Striping Detail 37B (0-499 ft)	LF	\$	6.40	\$	6.40	\$	3.80	\$	3.80
44	Traffic Striping Detail 37B (500+ ft)	LF	\$	6.00	\$	6.00	\$	3.65	\$	3.65
45	Traffic Striping Detail 38	LF	\$	5.90	\$	5.90	\$	18.80	\$	18.80
46	Traffic Striping Detail 38A	LF	\$	4.90	\$	4.90	\$	18.70	\$	18.70
47	Traffic Striping Detail 39 (0-499 ft)	LF	\$	3.70	\$	3.70	\$	14.00	\$	14.00
48	Traffic Striping Detail 39 (500+ ft)	LF	\$	3.60	\$	3.60	\$	13.85	\$	13.85
49	Traffic Striping Detail 39A (0-499 ft)	LF	\$	3.70	\$	3.70	\$	4.70	\$	4.70
50	Traffic Striping Detail 39A (500+ ft)	LF	\$	3.60	\$	3.60	\$	4.55	\$	4.55
51	Traffic Striping Detail 40	LF	\$	2.60	\$	2.60	\$	2.00	\$	2.00
52	Traffic Striping Detail 41	LF	\$	2.60	\$	2.60	\$	2.00	\$	2.00
53	Pavement Marking (Area shown in Caltrans Standard Plans A24A-A24G)	SF	\$	23.00	\$	23.00	\$	25.00	\$	25.00
54	Raised Pavement Marker (Reflective)	EA	\$	10.00	\$	10.00	\$	8.00	\$	8.00
55	Raised Pavement Marker (Non-Reflective)	EA	\$	8.50	\$	8.50	\$	7.00	\$	7.00
56	Curb Marking (0-499 ft)	LF	\$	10.00	\$	10.00	\$	7.00	\$	7.00
57	Curb Marking (500+ ft)	LF	\$	6.50	\$	6.50	\$	6.00	\$	6.00
58	Remove Curb Markings	LF	\$	10.00	\$	10.00	\$	35.00	\$	35.00
59	Remove Pavement Markings	SF	\$	23.00	\$	23.00	\$	15.00	\$	15.00
	Bid Total (Items 1-59) (For Comp	parison Only)	\$		4	413.20	\$			1,039.90
Sign a	nd Markers									
60	Furnish Single Sheet Aluminum Sign (0.080" - Unframed)	EA	\$	250.00	\$ 2	50.00	\$	225.00	\$	225.00
61	Install Roadside Sign - One Post	EA	\$	850.00	\$ 8	50.00	\$	385.00	\$	385.00
62	Install Sign (Strap and Saddle Bracket Method)	EA	\$	550.00		50.00		125.00	\$	125.00
63	Install Roadside Sign Panel on Existing Post	EA	\$	475.00	\$ 4	75.00	1	125.00	\$	125.00
64	Install In-Street Sign (R1-6 or equivalent)	EA	\$	840.00	\$ 8	40.00	\$	515.00	\$	515.00
65	Object Marker (Type K)	EA	\$	320.00	\$ 3	20.00	\$	150.00	\$	150.00
66	Object Marker (Type N)	EA	\$	320.00	\$ 3	20.00	\$	325.00	\$	325.00

Bid O	pening: September 9, 2025		Engineer's Estimate					Chrisp Company					
Base I	Bid												
Item #	Item Description	Unit of Measure	Unit Price			tem Total	Unit Price			tem Total			
67	Install Rectangular Rapid Flashing Beacon (Complete-In- Place)	EA	\$	13,520.00	\$	13,520.00	\$	21,000.00	\$	21,000.00			
68	Install Radar Feedback Sign (Complete-In-Place)	EA	\$	13,850.00	\$	13,850.00	\$	22,500.00	\$	22,500.00			
69	Remove Roadside Sign (Complete-In-Place)	EA	\$	295.00	\$	295.00	\$	225.00	\$	225.00			
70	Remove Roadside Sign (Strap and Saddle Bracket Method)	EA	\$	110.00	·	110.00	Ŀ	185.00	\$	185.00			
71	Remove Sign Panel	EA	\$	110.00		110.00		110.00	\$	110.00			
72	Remove Sign Post	EA	\$	165.00	\$	165.00	\$	215.00	\$	215.00			
	Bid Total (Items 60-72) (For Comp	parison Only)	\$			31,655.00	\$			46,085.00			
Speed	Cushions												
73	Install Speed Cushion (Complete-In-Place)	EA	\$	29,600.00	\$	29,600.00	\$	18,500.00	\$	18,500.00			
74	Remove Speed Cushion (Complete-In-Place)	EA	\$	8,450.00	\$	8,450.00	\$	8,000.00	\$	8,000.00			
	Bid Total (Items 73-74) (For Comp	parison Only)	\$			38,050.00	\$			26,500.00			
	Bid Total (For Comp	\$			70,118.20	\$			73,624.90				



City of Salinas

200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org

Legislation Text

File #: ID#25-441, Version: 1

2026 City Council Meeting Calendar

Approve the 2026 City Council Meeting Calendar.

DATE: OCTOBER 28, 2025

DEPARTMENT: ADMINISTRATION

FROM: RENE MENDEZ, CITY MANAGER

BY: ALEXIS MEJIA, ASSISTANT CITY CLERK

TITLE: 2026 CITY COUNCIL MEETING CALENDAR

RECOMMENDED MOTION:

A motion to approve the City Council meeting calendar for 2026.

EXECUTIVE SUMMARY:

Annually, the City Council is presented with a proposed City Council meeting calendar to assist with the scheduling of City Council meetings. It is recommended that the City Council consider and approve the 2026 City Council meeting calendar.

BACKGROUND:

The Municipal Code states that City Council meetings will be held on Tuesdays [City Code section 2-01.01]. The proposed schedule for 2025 staggers meetings to allow adequate time for report preparation and review. As in past years, the calendar includes breaks for holidays, vacations, and conferences. Meetings would not be held on the Tuesdays that have been outlined on the attached draft calendar. Meetings may be added throughout the year as needed.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

Approval of the City Council meeting calendar supports the Council Goal of *City Services* by improving engagement with residents and communication with the community.

DEPARTMENTAL COORDINATION:

The City Clerk's office is responsible for recommending a meeting calendar that supports all departments with direction from the City Manager.

FISCAL AND SUSTAINABILITY IMPACT:

No fiscal impact.

	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
N/A	N/A	N/A	N/A	N/A

ATTACHMENTS:

2026 City Council Meeting Calendar 2026 Conference Schedule

2026 CITY COUNCIL MEETING CALENDAR

		Ja	nua	ry					Fe	brua	ary					M	Iarc	h					I	Apri	il		
S	\mathbf{M}	T	\mathbf{W}	T	F	S	S	\mathbf{M}	T	\mathbf{W}	T	F	S	S	\mathbf{M}	T	\mathbf{W}	T	\mathbf{F}	S	S	M	T	\mathbf{W}	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31				!				29	30	31					26	27	28	29	30		
			May	<i>v</i>						June	<u> </u>						July						A	ugu	st		
S	M	Т	W	T	F	S	S	\mathbf{M}	Т	W	T	F	S	S	M	Т	W	Т	\mathbf{F}	S	S	M	T	W	T	F	S
		_		_	1	2		1	2	3	4	5	6	•		_	1	2	3	4			_		_	_	1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30	31					
		Sep	ten	ıbeı	r•				O	ctob	er					Nov	vem	ber					De	cem	ber		
S	M	Т	W	T	F	S	S	M	T	\mathbf{W}	T	F	S	S	M	T	W	T	F	S	S	M	Т	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		
			-							•																	

2026 Conference Schedule

LEAGUE OF CAL CITIES

New Mayor and Council Members: January 21-23

City Managers Conference: February 11 - 13

City Attorneys Spring Conference: May 13 - 15

City Clerks New Law and Elections Seminar: November TBD

Cal Cities Annual Conference and Expo: October TBD

CALIFORNIA MUNICIPAL CLERKS ASSOCIATION

Municipal Clerks Annual Conference: April 29 – May 1

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

Annual Conference: October 17 - 21

NATIONAL LEAGUE OF CITIES

Congressional City Conference: March 16 - 18



City of Salinas

200 Lincoln Ave., Salinas, CA 93901 www.cityofsalinas.org

Legislation Text

File #: ID#25-481, Version: 1

Ordinance Amending Sections 30-91, 30-93 AND 30-94 of the Salinas Municipal Code related to the structure of the City's Street Naming Committee

Adopt an Ordinance amending sections 30-91, 30-93 and 30-94 of the Salinas Municipal Code related to the structure of the City's Street Naming Committee.

DATE: OCTOBER 28, 2025

DEPARTMENT: PUBLIC WORKS

FROM: DAVID JACOBS, PE. LS, DIRECTOR

BY: ADRIANA ROBLES, PE, CFM, CITY ENGINEER

OSCAR ESPINOZA, PE, SENIOR CIVIL ENGINEER

TITLE: AN ORDINANCE RELATED TO THE STRUCTURE OF THE

CITY'S STREET NAMING COMMITTEE

RECOMMENDED MOTION:

Adopt an ordinance amending sections 30-91, 30-93 and 30-94 of the Salinas Municipal Code related to the structure of the City's Street Naming Committee.

EXECUTIVE SUMMARY:

The City's Street Naming Committee shall consider names for all streets existing and proposed for the city. This duty will include, but not be limited to, giving names to new streets, changing names of existing streets to avoid duplication or similar sounding names and eliminating situations where there are several names for the same street. In addition, it is required to amend sections 30-91, 30-93 and 30-94 to modernize the structure of the City's Street Naming Committee.

BACKGROUND:

Article VIII - Streets Names, Chapter 30 of the Salinas Municipal Code (SMC) addresses the procedures for naming, renaming, or changing public streets names. Article VIII establishes the careful selection of names for public streets. Unique street names are crucial for emergency services, as they help pinpoint locations quickly and accurately. This way names must be unique, not similar sounding and avoid duplication with existing names. Street names are also important for the infrastructure of the city for essential services such water supply, energy, broadband, and garbage services just to mention a few. Naming streets is a complex process, but a good street naming system makes navigation within the city easier and safer, benefiting all street users.

Staff proposes modernizing the processes of the Street Naming Committee to expedite review of street names and to align with current practices.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

The city's street naming committee to name public streets supports goal No. 3 of "Infrastructure" as part of City Council's goal.

DEPARTMENTAL COORDINATION:

The City's Public Works Department is responsible to coordinate along with the Street Naming Committee the names of the streets within the city.

FISCAL AND SUSTAINABILITY IMPACT:

No fiscal impact is associated with approving the amending of sections 30-9, 30-93 and 30-94 of the Salinas Municipal Code for the City's Street Naming Committee.

	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
NA	NA	NA	NA	NA

ATTACHMENTS:

Draft Ordinance

ORDINANCE NO. ____ (N.C.S.)

AN ORDINANCE AMENDING SECTIONS 30-91, 30-93 AND 30.94 OF THE SALINAS MUNICIPAL CODE TO MODERNIZE THE STRUCTURE OF THE CITY'S STREET NAMING COMMITTEE

City Attorney Impartial Analysis

This ordinance modernizes the structure of the City's Street Naming Committee (Committee) by removing designated positions that are not necessary to the duties of the Committee. With the elimination of three designated positions, the number of required Committee members to conduct business is being reduced so that the Committee may meet when necessary and conduct business.

WHEREAS, the City of Salinas Municipal Code establishes regulations for establishing and changing street names and numbers; and

WHEREAS, the street naming committee shall consider names for all streets existing and proposed for the city. This duty will include, but not be limited to, giving names to new streets, changing names of existing streets to avoid duplication or similar sounding names and eliminating situations where there are several names for the same street.; and

WHEREAS, the committee may also consider the establishment of a street naming system (including street, avenue, drive, etc.); and

WHEREAS, within a reasonable time after committee recommendation and planning commission review, if required, the chairman of the street naming committee shall forward the actions and recommendations of the street naming committee and the planning commission to the city council for action.; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS as follows:

SECTION 1. Sections 30-91, 30-93 and 30-94 of the Salinas Municipal Code is hereby amended as follows, with additions shown in underline and deletions shown in strikethrough:

Sec. 30-91. Street naming committee—Structure.

- (a) There is hereby established a street naming committee for the city, which may also be referred to in this article as the committee.
- (b) The following persons shall be members of the street naming committee:
 - (1) The director of community development or his/her designated representative;
 - (2) The director of public works or his/her designated representative;
 - (3) The police chief or his/her designated representative;
 - (4) The fire chief or his/her designated representative;
 - (5) The postmaster of the Salinas post office or his/her designated representative;
 - (6) The director of Monterey County communications department or his/her designated representative;

- (7) One citizen representative.
- (c) The citizen representative shall be appointed by the mayor with the concurrence of the city council. The first citizen representative's term shall extend to August 1, 1981, and all appointments thereafter shall be for four-year terms.
- (cd) The director of public works or his/her designated representative shall act as chairman of the committee. The chairman shall call meetings as required by pending business, preside at meetings, keep appropriate records, and shall see that necessary correspondence, reports and recommendations are forwarded to the planning commission and the city council, as appropriate.
- (de) The chairman shall give written notice of committee meetings to the membership at least twenty-four hours before any meeting unless the committee adopts a regular meeting time, or unless a date and time certain for the next meeting was established at the previous meeting and absent members were given written notice of the scheduled meeting date.
- (ef) The presence of fourthree members is necessary for the conduct of any committee business and action may be taken only by majority vote of the members present.
- (f) Prior to presenting proposed street names to the committee, the chairman shall consult with and provide the proposed street names to the postmaster of the Salinas post office or his/her designee.

Sec. 30-93. - Planning commission review.

In the case of a proposed tentative map, recommendations of the committee shall be forwarded to the planning commission for review along with the proposed tentative map. Approval of the proposed tentative map by the planning commission shall be deemed approval of street names recommended by the street naming committee, if those proposed street names are properly designated on the tentative map or otherwise made known to the planning commission.

Sec. 30-94. - City council action.

- a) Within a reasonable time after committee recommendation and planning commission review, if required, the chairman of the street naming committee shall forward the actions and recommendations of the street naming committee and the planning commission to the city council for action.
- b) In the case of a proposed tentative map, approval of the proposed tentative map shall <u>not</u> be deemed <u>as</u> approval of <u>the</u> street names. <u>Street names for new subdivisions shall be reviewed by the committee and presented to the city council for approval with the final map. Written notice of such public hearing shall be mailed at least 10 days prior to the public hearing to <u>owners and residents of property abutting the subdivision</u>. <u>recommended by the planning commission</u>, <u>provided those proposed street names are properly designated on the tentative map or otherwise made known to the city council</u>.</u>

- c) When the committee recommends a street name change directly to the city council, the council shall hold a public hearing before taking action. Written notice of such public hearing shall be mailed at least ten days prior to the public hearing to owners and residents of property abutting the street at locations where street name changes are proposed.
- d) The city council shall make street name changes by resolution as authorized by California Government Code Section 34091.1.

SECTION 2. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed as of the effective date of this ordinance.

SECTION 3. Publication. The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

SECTION 4. CEQA Compliance. The City Council's adoption of this ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15061(b)(3) because it would not have a significant effect on the environment. Additionally, the City Council's adoption of this ordinance is exempt because it does not meet the definition of a "project" under CEQA, pursuant to CEQA Guidelines sections 15060(c)(1) and 15378(a), because it has no potential to result in a direct or reasonably foreseeable physical change in the environment.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance and each and every section, subsection, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance will take effect thirty (30) days from and after its adoption.

1		
PASSED AND ADOPTED this vote:	day of	, 2025, by the following
AYES:		
NOES:		
ABSENT:		
ABSTAIN:		

	APPROVED:	
	Dennis Donohue, Mayor	
APPROVED AS TO FORM:		
Christopher A. Callihan, City Attorney		
ATTEST:		
Patricia M. Barajas, City Clerk		