

AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF SALINAS AND  
KIMLEY-HORN AND ASSOCIATES, INC.



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
THE CITY OF SALINAS AND KIMLEY-HORN AND ASSOCIATES, INC.**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this \_\_\_\_ day of April, 2023, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, (hereinafter “Consultant”).

**RECITALS**

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

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

**NOW, THEREFORE**, City and Consultant agree as follows:

**TERMS**

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on May 16, 2023, and shall terminate on December 31, 2023, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed **three hundred sixty-four thousand, two hundred three dollars and seventeen cents (\$364,203.17)**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Termination.**

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

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

(2) For any reason whatsoever.

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

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

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

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

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

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

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

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

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

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

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

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

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

**23. Notices.**

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

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

With a copy to:

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

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

Kimley-Horn and Associates  
Attn: Frederik Venter  
10 S. Almaden Blvd  
San Jose, CA 95113

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

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

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

ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

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

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

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

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

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

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

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

**32. Legal Representation.** Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any

statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

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

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

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

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

## **CITY OF SALINAS**

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Steve Carrigan  
City Manager

APPROVED AS TO FORM:

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

## **CONSULTANT**

By (Printed Name): \_\_\_\_\_  
Its (Title): \_\_\_\_\_

## 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 Date*** prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

***Verification of Coverage***

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

***Subcontractors***

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

***Special Risks or Circumstances***

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

***Maintenance of Insurance***

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

**Exhibit B- Scope of Service**

**[Scope of Service; Compensation]**

# Exhibit B: Scope of Services

Prepared for:



*PROPOSAL FOR*

## PROFESSIONAL SERVICES FOR THE SALINAS ACTIVE TRANSPORTATION PLAN

Updated 3/24/2023



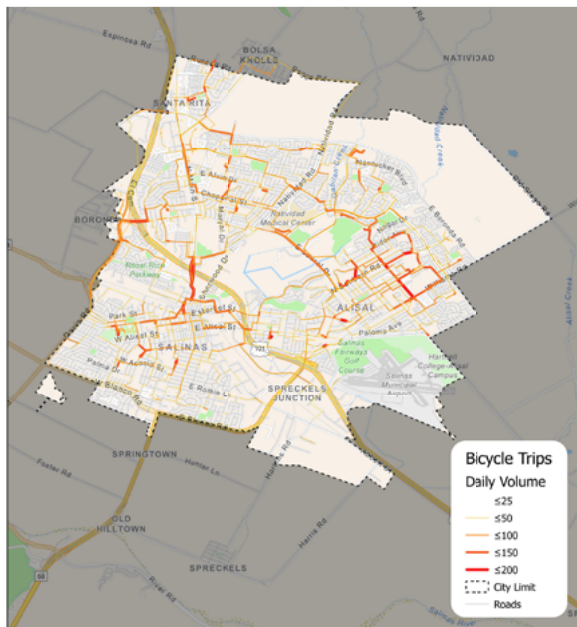
Prepared by:

**Kimley»Horn**

Expect More. Experience Better.

# PROPOSAL FOR PROFESSIONAL SERVICES FOR THE SALINAS ACTIVE TRANSPORTATION PLAN

transportation improvements. Data shows that numbers of pedestrians and bicyclists are high in many areas of the City. This Active Transportation Plan will build on City's recent momentum with active transportation implementation and the multimodal activity that is already occurring to provide more equitable and meaningful connections and safer facilities for the people of Salinas.



## Approach

Kimley-Horn has assembled a diverse team of accomplished roadway safety and active transportation design professionals to develop an Active Transportation Plan focused on implementable projects for which the City can pursue design-phase funding. The plan will not be a document that sits on a shelf or resides in a link on the City's website because the projects are infeasible, not cost-effective, or rely on redevelopment to occur. Instead it will provide a road map for the City to implement mobility projects over the next 2-5 years by taking advantage of ongoing maintenance projects and grant funding opportunities. The plan will set the groundwork for identifying and prioritizing projects further into the future as redevelopment occurs.

The plan will take a holistic view of active transportation in the City and apply a systematic approach to the future of mobility. The study will include a needs assessment focused on identifying a backbone network of major arterials and other parallel facilities for walking and biking, combined with a series of first- and last-mile connections to key areas of the City, enhancing safety and creating efficient routing for local and regional active transportation trips. The network will ultimately enhance access between residential neighborhoods, schools, employment centers, parks, and transit, promoting physical activity and improving the health of people in Salinas.

The ATP will be developed taking cognizance of the General Plan Circulation Element (currently underway), which is ideal for creating synergy between the proposed active transportation facilities and the future land uses. Developing a design guide in parallel to the ATP will also help ensure the vision of the plan is carried out during the implementation phase of the proposed projects and programs.

The Salinas Active Transportation Existing Conditions and Needs Assessment from 2018 has already laid some groundwork for the existing conditions phase of this plan. Therefore, the existing conditions tasks laid out in this proposal will rely heavily upon the work that has already been completed and will supplement the previous study with more recent data and planning documents that have been completed since 2018. Reusing data and information from the previous study will allow the project team to focus more efforts on the analysis, concepts, and design phase of the plan. The plan will focus on providing mobility options for the historically underserved populations of Salinas, enhancing their resiliency during economic changes, and allowing people to move throughout the City safely. The key deliverable for this plan will be grant-ready project concepts and cost estimates that can be easily transitioned to the next phase of securing funding for final design and construction phases.

## Work Plan

### Task 0: Project Management (not included in the RFP)

#### Task 0.1: Kick-Off Meeting

Kimley-Horn will prepare for and conduct a two-hour ~~in-person~~ project kick-off meeting with the City, during which the team will:

- Fine-tune the project scope and schedule
- Identify participants needed for subsequent project team meetings
- Discuss the public outreach and engagement plan
- Review a list of available documents and data
- Discuss the City's vision and goals for the project

Kimley-Horn will distribute meeting notes to attendees within 72 hours of the meeting.

#### Task 0.2: Project Team Meetings

Kimley-Horn will prepare for and conduct regular project team meetings where the team will review progress, discuss next steps, and refine the schedule as needed. In advance of each meeting, Kimley-Horn will prepare an agenda; during each meeting, we will provide an update on project deliverables and budget. The regularity of these meetings may change over the course of the project depending on the level of City input needed. Therefore, up to eight (8) regularly scheduled one-hour project meetings are accounted for in this task. It is assumed up to three (3) of these meetings can be in-person meetings if desired.

#### Task 0.3: Project Management/Coordination

Kimley-Horn project manager, **Amy Restelli**, will be the primary point of contact for City staff and will manage the Kimley-Horn and KTUA team and project progress throughout the project duration. Kimley-Horn will provide quality control review of all internal and subconsultant deliverables before distributing to City staff. Quality control time is included in each of the respective tasks described in this scope.

#### Task 0 Deliverables:

- One (1) ~~in-person~~ kick-off meeting
- Up to eight (8) project team meetings, (3) may be in-person
- Up to five (5) coordination meetings with Ecology Action
- Monthly invoices and progress reports

# PROPOSAL FOR THE SALINAS ACTIVE TRANSPORTATION PLAN

Kimley-Horn will also coordinate closely with the Ecology Action team, ensuring that the community vision is carried out through the development of the plan. Specifically, Kimley-Horn will hold up to five (5) coordination meetings with Ecology Action to stay informed on progress with public outreach and feedback received from the community and stakeholders.

Kimley-Horn will develop monthly invoices and written progress reports to accompany each invoice.

## Task 1: Existing Conditions

### Task 1.1: Existing Conditions

Kimley-Horn will conduct a review of up to 10 local and regional planning documents relevant to the development of the Plan to identify planned projects and programs that impact bicycle and pedestrian mobility in the City, including the Salinas Active Transportation Existing Conditions and Needs Assessment from 2018. The review will focus on identifying relevant planned projects, community needs, and any policies or programs that would likely encourage or discourage active transportation in Salinas.

The Kimley-Horn team will also compile and examine existing circulation GIS data for pedestrians, bicyclists, and motorists to develop a socio-demographic analysis. This analysis will assess the need, demand, and potential for walking and bicycling (e.g., vehicle ownership, gender, age, etc.) using available existing data. Replica data will also be utilized to highlight major activity centers for walking and biking trips.

### Task 1.2: GIS Mapping

The Kimley-Horn team will develop up to 16 base maps of the data analyzed in Task 1.1. The set of maps will include an existing and proposed network to illustrate pedestrian and bicycle routes by functional classification and their overall connections to the regional network as well as existing and proposed land use maps with key destinations.

It is assumed that the GIS files provided will conform to Model Inventory or Road Elements (MIRE) specifications, and that any required modifications or cleaning are not included in this scope and fee. Data such as Average Daily Traffic (ADT), speed limits, and roadway classifications are assumed to be provided in the GIS files.

### Task 1.3: Trail Network

Building off of Exhibit D of the Alisal MOU - Proposed Trail Network, input from the community, and other ongoing planning efforts, the Kimley-Horn team will develop base maps and document the condition of existing trail segments and potential corridor alignments. Assessment of these trails and corridors will include surface type, amenities and connections to the roadway network.

#### Task 1 Deliverables:

- Existing Active Transportation Map
- Compiled available traffic data
- City demographics data
- City land uses and key destinations map
- Summary of Existing Conditions
- Summary of Trail Network existing conditions and map

Remove task

## Task 2: Analysis

### Task 2.1: Traffic Counts

The Kimley-Horn team will compile traffic count data provided by the City and request traffic count data from Caltrans where necessary. Based on the available count data, the project team will identify 10 locations where traffic count data would aid in the decision-making process for developing the recommended active transportation networks. The Kimley-Horn team will conduct traffic counts at these locations and compile the data for the City.

### Task 2.2: Safety Analysis

The Kimley-Horn team will compile previously analyzed traffic safety data from the Salinas Local Roadway Safety Plan (LRSP) and supplement this data with a qualitative overview of pedestrian- and bicycle-related fatalities and serious injuries that have occurred since the LRSP data was analyzed. It is assumed the collision data is in a format that does not require additional analysis or cleanup in order to visually display collision trends.

Kimley-Horn will utilize historical collision data to identify pedestrian- and bicycle-related collision hot spot locations. The analysis will help identify high-incident locations, and the team will take a proactive approach to systemically identify countermeasures for reducing pedestrian- and bicycle-related collisions. The countermeasure profiles will later be incorporated into the Active Transportation Plan.

### Task 2.3: Gap and Barrier Analysis

Kimley-Horn will map existing pedestrian and bicycle facilities in the City using any existing GIS or CAD data available from the City. If City records are incomplete, the Kimley-Horn team will update the maps for the arterial and collector roadway system using available aerial photography. The team will identify key thematic active transportation needs based on the data obtained and analyzed in previous tasks, highlighting gaps in the existing infrastructure that may inhibit system use.

Remove

#### Task 2 Deliverables:

- Traffic counts
- Collision maps and diagrams
- Gap and barrier maps
- Level of Stress map
- Trail Network access and connectivity analysis report and map

In coordination with the City, Kimley-Horn will identify key activity centers (existing and proposed) such as schools, parks, job centers, tourist destinations, and other regional activity centers that attract pedestrians and bicyclists. Using the key destinations and proposed active transportation network, Kimley-Horn will develop a propensity active transportation demand model to understand the anticipated number of biking and walking trips. The preferred land use plan from the General Plan will be used to identify connectivity gaps between existing and proposed development.

### Task 2.4: Level of Traffic Stress (LTS) Analysis

Kimley-Horn will perform a Bicycle Level of Traffic Stress (BLTS) analysis on circulation element roadways in the City to identify low-stress facilities in the existing bicycle network. The analysis will help identify areas that are considered high-stress environments for bicyclists based on roadway characteristics such as vehicle speeds, volumes, number of travel lanes, and distance between vehicles and bicyclists. The results will be used to inform the

# PROFESSIONAL SERVICES FOR THE SALINAS ACTIVE TRANSPORTATION PLAN

decision-making process for the recommended bike network, highlighting key areas in need of bicycle enhancements.

## Task 2.5: Trail Network Access and Connectivity Analysis

The Kimley-Horn team will evaluate the existing and proposed trail network, primarily focusing on points of access, existing connections, and crossings. Identifying opportunities to expand trail connectivity, complete missing links, and assess the placement of safe crossings will be key to integrating the trails into the overall citywide active transportation network.

## Task 3: Public Outreach (led by City of Salinas and Ecology Action)

### Task 3.1: Community Survey

Kimley-Horn will provide comments on the online community survey to be developed by Ecology Action. The goal of the survey will be to solicit feedback from the City's residents and visitors on their vision for active transportation in Salinas. It will be important for the community members to feel informed about active transportation and empowered to make a difference in their City. The feedback received will be incorporated in the development of the recommended networks, especially in the project prioritization process.

Remove task

#### Task 3 Deliverables:

- Comments on draft survey

### Option Task 3.2: Public Workshop Support

The Kimley-Horn team will attend and present at up to two (2) public workshops. This task includes up to 20 hours of supporting materials (e.g., powerpoint slides, boards, etc.) per meeting and attendance from up to two (2) Kimley-Horn staff members.

## Task 4: Advisory Committee Meetings (led by City of Salinas and Ecology Action)

### Task 4.1: Presentations to Stakeholder Advisory Committee

Kimley-Horn will prepare for and attend up to two (2) Stakeholder Advisory Committee (SAC) meetings facilitated by the City of Salinas and Ecology Action. For the first meeting, Kimley-Horn will present the draft recommended networks and preliminary concept alternatives to solicit initial feedback from the committee. For the second meeting, Kimley-Horn will present design concepts based on feedback on alternatives as well as a draft implementation plan. The implementation plan will highlight key funding sources that the City can capitalize on in order to take the proposed projects to the design phase and will provide key actions and next steps for phasing the plan.

Kimley-Horn will also review any materials prior to or resulting from other SAC meetings. This portion of the task assumes up to 20 hours of time spent on reviewing materials.

#### Task 4 Deliverables:

- Up to four (4) stakeholder interviews
- Presentation materials
- Interviews summary appendix

## Task 4.2: Stakeholder Interviews

Kimley-Horn will prepare for and participate in up to four (4) group interviews with various stakeholder groups to be facilitated by Ecology Action. The stakeholder group interviews will target specific locations where alternatives are under consideration and input from those invested in adjacent properties or heavily utilizing the corridor will be able to weigh in. Kimley-Horn will develop presentation materials for each stakeholder meeting. The interviews will be summarized and included as an attachment to the Active Transportation Plan document, if desired.

rely heavily on the recommended pedestrian and bicycle network from the current Safe Routes to School plan

## Task 5: Draft and Final Plans

### Task 5.1: Project Network and Prioritization

The Kimley-Horn team will identify and recommend improvements to the pedestrian and bicycle networks for people walking, biking, and using mobility assistance devices, such as wheelchairs. Kimley-Horn will use previous planning studies as a starting point for a list of projects, then work with City staff to include locally desired projects that may not have been included in previous plans as well as appropriate gap closures and connections between existing communities and areas planned for development. Input collected through public outreach will also be incorporated into the list of desired projects. Kimley-Horn will prepare maps of proposed improvements. A high-level feasibility study will be performed for all recommended bikeway projects to ensure projects can be implemented within the existing right-of-way to the extent feasible. Kimley-Horn will make an effort to propose low-cost projects where feasible and recommend a connected network that does not rely on redevelopment in order to be successfully implemented.

It is assumed that all files from the SRTS plan will be provided to Kimley-Horn.

The team will evaluate the recommendations based on goals developed by the community and describe impacts and benefits such as safety, connectivity, increased biking and walking, and maintenance. Prioritization will be completed using KTUA's proprietary GIS tools. Criteria may include:

- Collision locations
- Capital Improvement Plans
- Public support (community engagement results)
- Bicycle Level of Traffic Stress
- Local and regional connectivity
- Proximity to activity centers (schools, parks, transit, retail, recreation, etc.)
- Schools eligible in the Free-Reduced Meal Program
- Social equity factors (household income, private vehicle access, and median income, among others)
- Healthy Places Index factors

It will be critical to evaluate potential gentrification and displacement of residents that may result from proposed projects. Impacts on climate change based on active transportation improvements can also be evaluated. Examples will be included to show how other regions assess gentrification, displacement, placemaking, and community involvement in the planning process. After review and comment, the prioritization criteria will be applied to the recommended active transportation network to develop a prioritized list of active transportation improvements for concept development.

# PROFESSIONAL SERVICES FOR THE SALINAS ACTIVE TRANSPORTATION PLAN

## Task 5.2: Corridor Concept Analysis, Designs, and Costs

Kimley-Horn will develop up to three (3) illustrative cross-section alternatives for the top six (6) priority projects (corridors or areas) identified in the prioritization process from Task 5.1. Consideration will be given to the complex intersections involved in each project, and high-level intersection designs will be identified for each of the alternatives. The alternatives will be presented to the project team, identifying trade-offs, traffic and safety impacts, anticipated community concerns, and design/implementation challenges. The alternatives will be presented at one of the project progress meetings for feedback from the City prior to presenting the alternatives to the Stakeholder Advisory Committee.

The concepts for the preferred alternative of the top six (6) projects (corridors or areas) will be developed at a 10% AutoCAD level based on aerial imagery or base maps provided by the City. The concepts will show locations of existing curb and gutter, back of sidewalk, medians, and pavement markings as well as right-of-way information provided by the City. Each concept will include up to three (3) intersection designs, of which one (1) intersection may be significantly complicated. The 10% concepts will be updated based on one (1) round of consolidated comments from the City.

Planning-level cost estimates will be developed for the six (6) priority projects based on the City's latest unit costs and data collected from comparable cities in California. The cost estimate will include the entire length of the project, rather than limiting the cost to just the section that is shown in the concept. The cost estimates will be provided to the level necessary for inclusion in future grant applications.

Up to four (4) trail network improvements will be designed as concept level plans in AutoCAD and will include planning level cost estimates based on feedback from the community, SAC, and the City. The concept level plans will also be based exclusively on the latest high-resolution aerial photos from Nearmap or available AutoCAD base mapping provided by City staff.

## Task 5.3: Design Guidelines

The Kimley-Horn team will prepare design guidelines to address specific design solutions for the identified zones and projects in need. Existing AASHTO, FHWA, and NACTO resources will be used as needed. Improvements will include on-street/off-street bicycle and pedestrian facilities, citywide amenities, and other necessary standards. The trail-specific guidance may include details such as directional/wayfinding signage, trailhead features, lighting, benches, and trash/recycling receptacles. Where applicable, urban greening and placemaking guidelines will also be provided. The guidelines will be updated based on one (1) round of consolidated comments from the City.

## Task 5.4: Funding and Phasing

Kimley-Horn will develop a compiled matrix of funding sources to plan and implement the active transportation and trail network improvements proposed in the Plan. The funding sources may include local, regional, state, and federal sources and would include a variety of fund types, including transportation, air quality, water quality, health, and sustainability. The funding list will include details on what each funding source can address, such as feasibility analysis, environmental review, right-of-way acquisition, final design, construction, maintenance, and operations. The matrix will include the anticipated next call for applications date and other key information needed for the applications.

A more detailed implementation plan for the top six (6) priority projects, identifying the most competitive funding sources and cycle timelines for each, will also be provided. The implementation memorandum will be updated based on one (1) round of consolidated comments from the City.

## Task 5.5: Maintenance

The Kimley-Horn team will develop a maintenance plan for each project to identify project and develop a cost estimate of annual operational and maintenance costs associated with each project.

plan will be incorporated into the the Active Transportation Plan (Task 5.6).

## Task 5.6: Draft and Final Plan

Kimley-Horn will incorporate the results of all prior tasks listed, combined with the Salinas Active Transportation Plan: Outreach and Implementation, to create a draft Active Transportation Plan. The plan will be graphically illustrated with maps and drawings, including detailed recommendations for public infrastructure improvements. Following administrative review by the City and Caltrans and one (1) round of minor consolidated comments, the draft will be made available for review by the public for a 30-day comment period.

Based on input received by the public on the draft plan, Kimley-Horn will prepare the final Active Transportation Plan. The final Active Transportation Plan will include an action plan for the City's next steps towards implementation of the recommended projects and programs.

The Kimley-Horn team will lead the preparation of a draft and final Trail Network Master Plan that will maintain a consistent look with the Active Transportation Plan. This plan will include all analysis and recommendations discussed in previous tasks, including existing conditions, access and connectivity analysis, Trail Network concept design and cost estimates, potential funding sources, design guidelines, and maintenance plan.

### Task 5 Deliverables:

- Draft and final pedestrian and bicycle recommend network maps
- Prioritization strategy memo
- Conceptual design alternatives
- Preferred design alternatives and planning level cost estimates
- Draft and final design guidelines
- ~~Implementation memo~~
- Administrative draft plan
- Draft plan
- Final plan
- Draft and Final Trail Network Master Plan

## Task 6: Board Review/Approval

### Task 6.1: Board Review/Approval

Kimley-Horn will present the final version of the Salinas Active Transportation Plan to the Transportation Commission, Planning Commission, and City Council. The team will prepare materials for each presentation and adjust the presentation based on feedback from each group. This assumes up to 20 hours of work on presentation materials preparation.

Remove task

**City of Salinas  
Active Transportation Plan (ATP)  
March 24, 2023**

		Name	Kimley-Horn and Associates, Inc.														
194.54%	Overhead%		Amy Restelli	Frederik Venter	Adam Dankberg	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Sr. Project Support	Project Support				
194.38%	Overhead% w/o FCCM		Project Manager	Technical Advisor	QA/QC												
10%	Fee%		Category/Title	Direct Rate											KH Hours	KH Cost	KTU&A Cost
	Billing Rate		\$195.81	\$401.86	\$309.98	\$337.88	\$285.81	\$237.67	\$201.55	\$180.36	\$154.21	\$158.91	\$121.04				
Task 0	Project Management		67	4	2	0	0	2	0	32	68	0	32	207	\$ 35,953.39		\$ 35,953.39
0.1	Project Kick-Off Meeting		7	2	0			0		0	11		0	20	\$ 3,870.76		\$ 3,870.76
0.2	Project Team Meetings		44	2	2			2		0	52		0	102	\$ 18,533.87		\$ 18,533.87
0.3	Project Management		16	0	0			0		32	5		32	85	\$ 13,548.76		\$ 13,548.76
Task 1	Existing Conditions		16	1	1	0	0	0	0	12	36	0	0	66	\$ 11,560.83	\$ 16,010.29	\$ 27,571.12
1.1	Existing Conditions		12	1	1			0		4	36		0	54	\$ 9,334.71		\$ 9,334.71
1.2	GIS Mapping		4	0	0			0		8	0		0	12	\$ 2,226.12	\$ 6,129.78	\$ 8,355.90
1.3	Trail Network												0	0	\$ -	\$ 9,880.51	
Task 2	Analysis		12	0	0	0	0	12	0	24	88	0	0	136	\$ 23,101.19	\$ 18,348.44	\$ 41,449.62
2.1	Traffic Counts		0	0	0			0		0	0		0	0	\$ -		\$ -
2.2	Safety Analysis		4	0	0			0		4	0		0	8	\$ 1,504.68	\$ 6,129.78	\$ 7,634.46
2.3	Gap and Barrier Analysis		2	0	0			12		12	40		0	66	\$ 11,576.51		\$ 11,576.51
2.4	Level of Traffic Stress (LTS) Analysis		6	0	0			0		8	48		0	62	\$ 10,019.99		\$ 10,019.99
2.5	Trail Network Access and Connectivity Analysis												0	0	\$ -	\$ 12,218.66	
Task 3	Public Outreach		2	0	0	0	0	2	0	0	0	0	0	4	\$ 866.97		\$ 866.97
3.1	Community Survey		2	0	0			2		0	0		0	4	\$ 866.97		\$ 866.97
Task 4	Advisory Committee Meetings		28	4	2	0	0	4	0	0	42	0	0	80	\$ 15,137.81		\$ 15,137.81
4.1	Presentations to Stakeholder Advisory Committee		16	2	0			4		0	30		0	52	\$ 9,513.81		\$ 9,513.81
4.2	Stakeholder Interviews		12	2	2			0		0	12		0	28	\$ 5,624.00		\$ 5,624.00
Task 5	Draft and Final Plans		158	6	3	0	6	40	0	62	674	0	40	989	\$ 165,464.83	\$ 61,601.90	\$ 227,066.73
5.1	Project Network and Prioritization		42	2	2		2	4		20	136		0	208	\$ 35,750.32	\$ 2,984.31	\$ 38,734.63
5.2	Corridor Concept Analysis, Designs, and Costs		56	1	1		4	30		12	314		0	418	\$ 70,538.05	\$ 30,822.10	\$ 101,360.15
5.3	Design Guidelines		4	0	0			0		4	0		0	8	\$ 1,504.68	\$ 11,507.44	\$ 13,012.12
5.4	Funding and Phasing		10	0	0			0		0	40		0	50	\$ 8,126.66		\$ 8,126.66
5.5	Maintenance Plan and Cost Estimates														\$ -	\$ 1,385.80	\$ 1,385.80
5.6	Draft and Final Plans		46	3	0			6		26	184		40	305	\$ 49,545.11	\$ 14,398.93	\$ 63,944.05
TOTAL HOURS			283	15	8	0	6	60	0	130	908	0	72	1482			
Subtotal Labor:			\$ 55,414.88	\$ 6,027.93	\$ 2,479.86	\$ -	\$ 1,714.88	\$ 14,260.22	\$ -	\$ 23,446.61	\$ 140,025.88	\$ -	\$ 8,714.75		\$ 252,085.01	\$ 95,960.62	\$ 348,045.64
Other Direct Costs															\$ 14,083.40	\$ 2,074.13	\$ 16,157.53
Labor Escalation															\$ 10,083.40	\$ 974.13	\$ 11,057.53
Mileage/Travel															\$ 4,000.00	\$ 1,100.00	\$ 5,100.00
TOTAL COST:															\$ 266,168.41	\$ 98,034.76	\$ 364,203.17