



ALISAL Vibrancy Plan
PART OF VISIÓN SALINAS

REQUEST FOR PROPOSALS

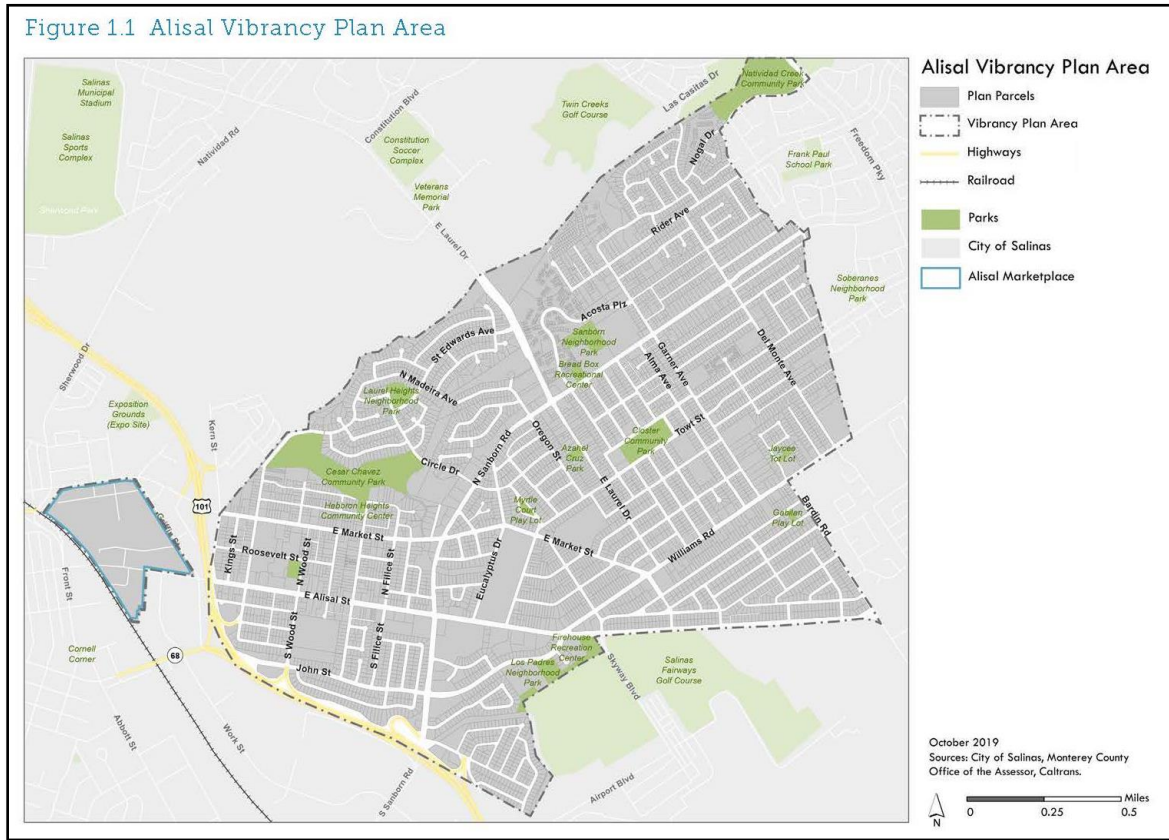
***DEVELOPMENT OF THE ALISAL VIBRANCY PLAN DISTRICT
IDENTITY MASTER PLAN***

October 7, 2022

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SECTION I: SUMMARY OF REQUEST



The City of Salinas (“City”), a charter city located in Monterey County, California, is requesting proposals from qualified consultants to establish a district identity master plan for the Alisal Community. The Alisal District Identity Master Plan (ADIMP) shall include district identity themes, branding, color palette, and commercial corridor, façade and public art design guidelines. The Master Plan shall follow the Visión Salinas Guiding Principles reflecting the community’s values and vision as “A City that celebrates, promotes, preserves and honors the diversity, history, art, and culture of its community: promoting the rich diversity and culture in the Alisal through art, music, festivals, parades and other community events; celebrating the City’s history, the architecture of its buildings, the diverse cultures of its people, and its rich immigrant history; and, fostering a sense of place by encouraging community driven transformation, initiating theme districts, and by building upon existing neighborhood identity.” The proposal must demonstrate experience in developing and implementing district identity plans in collaboration with diverse communities.

PROJECT AREA

Annexed into the City in 1963, the East Salinas community (the Alisal) maintains a unique cultural, economic, and demographic identity within the larger City of Salinas. It has long had a strong Latino and immigrant heritage and hosts unique cultural events like the youth-lead Ciclovía Salinas and El Grito, which celebrates Mexico's independence from Spain. As an engine of economic activity that is a critical retail and a commercial center in Salinas, Alisal provides culturally relevant retail and services to both Alisal residents and customers from all over the region and was the highest sales tax revenue generator in the second quarter of 2022 in the City. Currently the Alisal's cultural identity is not strongly reflected in its current environment as building color, architecture, and the lack of pedestrian amenities and a central plaza or community gathering space do not represent the community's heritage and Latino cultural identity.

SECTION II: THE ALISAL VIBRANCY PLAN AND CONTEXT WITH OTHER PLANS AND PROJECTS

Alisal Vibrancy Plan (AVP): In November 2019, the Salinas City Council accepted the Alisal Vibrancy Plan as a strategic planning document. The AVP is the result of years of visioning, community organizing, and relationship building between the City of Salinas and Alisal residents. It is an action-oriented, comprehensive strategy for Salinas's Alisal neighborhood. The AVP is the first of its kind in the City, providing a community vision for a focused area of the City, with specific actions and policies generated through a community-led process. Specific priorities and implementation actions recommended by the Alisal Vibrancy Plan Steering Committee, working groups, and community members who participated in the planning process, are summarized at the end of each topic chapter and short-term implementation actions are identified in the Implementation chapter.

Salinas Public Art Master Plan (PAMP): Adopted in February 2020, the PAMP states the community's vision for public art, outlines public art policies, and identifies implementation priorities and projects for public art in parks, corridors, gateways, municipal buildings, and private property. In addition, the Public Art Program Ordinance is part of the City Municipal Code and governs public art in Salinas.

Parks, Rec & Libraries Master Plan (PRLMP): The PRLMP, accepted in July 2019, considers the park, recreation and library needs of residents citywide to create a vision for an innovative, inclusive, and interconnected system of parks and open spaces that promotes outdoor recreation, healthy living and environmental conservation as integral elements of a thriving, livable Salinas, as well as creating and maintaining recreation and library facilities that support excellent programming and services. It provides current inventories, demographic conditions, needs analyses, management considerations and capital project cost estimates. The Plan establishes specific goals, recommendations, and actions for developing, conserving, and maintaining high-quality parks, facilities, amenities, and open spaces across the city.

Current Projects and Implementation Initiatives in the Alisal

Through the development of the Alisal Vibrancy Plan, the community expressed a desire to create a district identity to reflect more of the history and culture of the Alisal and to improve the appearance of the community. District identity is reiterated throughout the AVP and a foundational step in the implementation process. Current corridor and parks implementation projects include district identity and public art components.

Corridor Appearance and Cleanliness:

City staff recently procured roughly \$4M in grant funding to further address some of the Alisal community's short-term goals (e.g., appearance, cleanliness, and safety/infrastructure) through the State's Clean California [State Beautification Program \(\\$1.87M\)](#) and [Local Grant Program \(\\$2.15M\)](#). The State Beautification Project is an opportunity to beautify three blighted undercrossing structures, and enhance the adjacent infrastructure and roadside landscape, resulting in a more visually pleasing highway corridor and a more inviting, vibrant entryway into the Alisal neighborhood. The project includes new painted murals and mural lighting.

The Local Grant Program Project 'the Alisal Greening, Beautification, and Safety Project' proposes litter abatement via installation of trash and recycling receptacles, beautification through planting drought-tolerant vegetation and trees, installation of wayfinding signage, a gateway monument, installation of banners and murals, permeable paver installation, sidewalk art highlighting safe routes through the neighborhoods, and educational programming to foster a safe, clean, connected, and accessible environment. Proposed improvements are concentrated along the E. Alisal Street corridor, with approximately 5 miles of decorated sidewalk routes connecting the corridor to seven schools, two parks, and public facilities such as the Breadbox Recreation Center and the Cesar Chavez Library.

In addition, City staff is developing an AVP Commercial Façade Grant Program to assist Alisal businesses in improving the appearance of their business along the commercial corridors. Façade improvements include exterior painting of the building, signage, awnings, and window treatment. AVP calls the establishment of augmented design guidelines that address standards for colors, materials, and frontage character to reflect the Alisal as a cultural and arts district to guide funded improvements.

These three projects are to be completed within the fiscal years 22-23 and 23-24. A district identity master plan is needed to establish themes and design guidelines for the identity/character of the Alisal Community to ensure all components of the proposed improvements will enhance the character of the Alisal community in a consistent manner and reflect its history and culture.

In addition, the Library and Community Services Department currently has the following park and recreation facility projects programmed within the Alisal, which also need established district identity themes, branding, design guidelines for public art, color palette, and best practices to keep cohesiveness within the Alisal community.

- Cesar Chavez Park Trail Improvements
- El Gabilan Play-Lot Improvements
- Closter Park Revitalization Project

- Hebronn Family Center Revitalization
- Williams Ranch Park Universal Playground

SECTION III: PROPOSED PROJECT & SCOPE OF SERVICES

The primary objective of the ADIMP is to further AVP goals, policies and actions related to the community's identity and appearance. Key AVP recommendations to be addressed in the Plan include the following goals and the identified policies and actions under each goal.

- Promote the Culture, Art, Identity, and History of the Alisal Community Through Context and Place-Sensitive Design. (GOAL LU 7)
- Improve the Appearance and Cleanliness of the Alisal's Commercial Corridors. (GOAL ED 1)
- Promote the Alisal's District Identity as a Unique Cultural, Arts, and Shopping Destination. (GOAL ED 3)
- Prioritize Arts and Culture Investments to Support Creativity, Expression, and Beauty for the Alisal Community. (GOAL YAP 4)

The ADIMP will also be incorporated into a subsequent Streetscape Master Plan to provide a comprehensive plan for Alisal commercial corridors. The Streetscape Master Plan will build upon the work from the AVP and the ADIMP. The Streetscape Master Plan will develop the street concepts for the arterial roads within the Alisal community, specifically East Market Street, Sanborn Road, East Alisal Street, and Williams Road. The conceptual plans will be refined further into a more tangible final layouts. The preferred final concepts will be the equivalent to 30% engineering plans, and estimates and will lead into the development of construction documents.

A. Project Management

The Consultant shall be responsible for project management and logistics. This includes meetings and ongoing coordination with City staff and decision-makers as required to move the project forward efficiently. This should include a kick-off meeting with the City project team and bi-monthly progress meetings or phone calls with the City's Project Manager and others as needed. The Consultant will also attend at least two community meetings, consultations, workshops, or hearings. Lead Consultant will be responsible for direct coordination with any sub consultants on the project team. The Consultant shall also be responsible for monthly progress reports and invoices, as well as ensuring legal public notices and consultation obligations are met, staff reports, presentations, and resolutions.

Recommended Minimum Deliverables:

- Monthly invoices and progress reports
- Meeting agendas and minutes summarizing action items

B. Community Engagement Strategy

A critical component for the AVP District Identity Master Plan’s success is developing a strategy for continuing the momentum of community engagement that began with the AVP, PRLMP, and PAMP. City staff will be responsible for leading community engagement activities with the Alisal community. The Consultant shall assist with creating presentations, materials for workshops, social media, surveys, and other engagement tools, and assisting with developing strategies to communicate the importance of district identity in a way that connects with the lived experience of the Alisal community.

Recommended Minimum Deliverables:

- Community Engagement Strategy developed with staff
- Materials for “Pop-ups” at neighborhood gathering places and events
- Materials for in-person and/or community workshops
- Survey(s) to identify district identity topics of consideration
- Attend one commission and one City Council Meeting

C. Alisal District Identity Master Plan (ADIMP)

The ADIMP is to include, but not be limited to the following components:

- District Identity Theme(s) & Branding Program
 - includes identifiers, symbols, logo, hashtag, and slogan
 - gateway elements, signage and banners
- Commercial Corridor Design Guidelines
 - Color palette and streetscape elements palette or ‘toolkit’ which give the Alisal commercial corridors a consistent character and quality
 - Guidelines for tree species, furniture and amenities such as benches, kiosks, awnings, banners, bollards, trash enclosures, planters, sidewalk cafes, etc
- Façade Design Guidelines
 - Augment standards for colors, materials, building form, and frontage character
 - Design concept for identified opportunity site(s)
- Alisal Public Art Plan
 - Public art design guidelines for street commercial street corridors, public facilities (parks, libraries, recreational facilities, etc.), and on private development
- Implementation and Maintenance Plan
 - Assess corridor needs and develop a plan to carry out comprehensive community driven maintenance and revitalization efforts that is focused on feasibility and safety

Recommended Minimum Deliverables:

- Master Plan Framework and Initial Recommendations Memo

- Administrative Draft District Identity Master Plan
- Public Review Draft District Identity Master Plan
- Final District Identity Master Plan

SECTION IV PROPOSAL FORMAT

In order to expedite and maintain consistency in the evaluation process, each proposal to this RFP shall be organized in accordance with this section. Proposal submissions shall contain thorough description and analysis of the following information in the order presented below:

1. Brief Cover Letter/Letter of Introduction

2. Executive Summary

3. Lead Project Contact Information

- Name, title and telephone number of the consultant's designated lead contact person for communications pertaining to this proposal.

4. Project Team

- Organizational chart illustrating team members assigned to the project and their respective roles.
- Description of team members and subconsultants assigned to the project and their respective roles and responsibilities. It is expected that once the work begins, the project team will remain in place until the work is completed. Please include statements regarding the length of commitment of the proposed staff if they are not available for the duration of this project.
- A brief biography or resume of each team member.

5. Firm Experience and Qualifications

- A general description of the services provided by the proposer's firm and subconsultants; the qualifications of each team member providing the requested services and their experience working with municipal departments, commissions, elected officials, community-based organizations, and community members
- A list of representative projects completed by the firm, subconsultants, and individuals assigned on this project that best exemplifies the work requested in this RFP .
- For each representative project, include the project name, the client contact, the client's phone number and email, the dates the work was accomplished, and a brief description of the work accomplished.

6. Scope of Work including Tasks and Deliverables

- A narrative describing the approach and work plan identifying major tasks to be completed and estimated time frame for each task. **Do not include a fee schedule.** Any inclusion of a fee schedule or cost proposal will result in disqualification. On a per task basis, the narrative should identify the designated team member(s) responsible for completing the work, specific deliverables, and the number of meetings attended.

- A description of the process to be used to actively engage community stakeholders including City officials, local business representatives, public, private, and nonprofit housing development entities, and community residents.
- Any additional suggestions Consultant believes would be valuable to include in this effort and any recommendation for further clarifying the scope of work and the usefulness of the product.
- A signed copy of any addendum to this RFP shall be included in the proposal.

7. Cost Proposal and Fee Schedule (Shall be submitted as a separate file via email to michaelgo@ci.salinas.ca.us)

- A detailed cost proposal in matrix form including the hourly rates and time commitments for all team members and sub-consultants by task for the project.
- Denote any proposed optional tasks.
- Firm and subconsultant fee schedules.
- A sample invoice and billing backup.

8. Project Schedule

- Include timeframe for completion of tasks, including milestone dates for primary deliverables
- Include discussion of where the project timeline may slip or is susceptible to delay if milestones are not met relative to project task completion. As it is anticipated the project will have an assertive schedule, it is important for the City to understand the proposer's expectations for City staff document review timeframes included in this schedule
- For project management purposes, the schedule should indicate frequency of meetings with City staff, as well as, the duration and number of other proposed meetings, including community, Commission, and City Council

Additional Information

- Any additional information that the consultant wishes the City to consider in the evaluation of this proposal

The City reserves the right to request additional information during the evaluation and selection, process and to require substantially more extensive and detailed information in the course of any subsequent contract negotiations.

SECTION V: SELECTION PROCESS

All proposals received **electronically** by the due date will be evaluated by the City. Only information which is received in response to the RFP or any subsequent interview or information request will be evaluated. The City will evaluate the responses of each proposal in several critical areas, including:

- Demonstrated understanding of the scope of work and Consultant’s proposed methodology and familiarity with applicable practices and methodologies for the proposed work.
- Past experience, performance, and ability of Consultant to deliver high quality, innovative work for relevant projects of similar complexity in diverse, rural/urban communities including: individuals assigned to do the work; quality of work; cost control; track record for meeting scheduled milestone dates; and quality of performance in previous contracts.
- Experience working in culturally diverse urban communities.
- Ability to effectively communicate ideas to a wide range of audiences.
- Expertise in community planning and consensus building.
- A high level of creativity and use of graphics in the production of innovative and user-friendly reports and other materials.
- Adequate technical, financial, and staffing resources for completion of the scope of work within the proposed time schedule.
- Demonstrated qualification of the project leader and assurance of his or her principal involvement in the project through completion.
- Availability and capacity to move the project forward and the flexibility to adjust quickly to changes in a complex community environment.
- Organization, presentation, and content of proposal, in conformance to the specified RFP format.

Scoring

Responses will be evaluated against the Submission Requirements. The rating and raking evaluation will be weighted as follows:

Criteria	Points
Demonstrated project understanding and scope of work Approach	25
Firm qualifications and experience (including examples of similar projects)	25
Team member qualifications and experience	20
Capacity and track record of delivering projects on time and within budget	20
Completeness of response and quality of submittal	10
Total	100

Top rated proposals will be invited to an oral interview.

SECTION VI: PROPOSAL DUE DATE, DELIVERY AND AWARD

Proposed Selection Schedule

Deadline for Submitting Written Questions: October 21, 2022

City’s Response to Written Questions: October 28, 2022

Deadline for Submission of Proposals: November 7, 2022

Tentative Selection Interview Dates: Week of November 14

Notification of Recommendation for Selection: Week of November 28, 2022

Final Selection: December 13, 2022

Delivery: PlanetBids

RFPs shall be submitted electronically via the PlanetBids website until 5:00 p.m. Pacific Standard Time on November 7, 2022. Please email **Cost Proposal** as a separate file to michaelgo@ci.salinas.ca.us. **It is the Responder's responsibility to ensure that said RFP shall be fully uploaded / transmitted via the PlanetBids website, prior to the designated date and time.** The City will not be accepting paper proposals.

CONTACT INFORMATION

All questions regarding this project shall be submitted to the City of Salinas through the project page on the PlanetBids website. The City encourages all interested Consultants to submit questions as soon as possible. Questions received after the **October 21, 2022**, shall not be answered. All registered Prospective Proposers for this project will receive an email notification once a response to a question has been posted on the PlanetBids website.

Award of Contract

It is anticipated that a final decision regarding contract awards will be made by the Salinas City Council at the **December 13, 2022** meeting, depending on contract negotiations.

CONDITIONS OF REQUEST

General Conditions

The City reserves the right to cancel or reject all or a portion or portions of the Request for Proposals without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

Any changes to the proposal requirements will be made by written addendum.

Liability of Costs and Responsibility

The City shall not be liable for any costs incurred in response to this Request for Proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Salinas.

The selected proposer will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected proposer will be the sole point of contact with regard to contractual matters or other liabilities, including payment of any and all charges resulting from the contract.

Public Nature of Proposal Material

Responses to this Request for Proposals become the exclusive property of the City. At such times as a formal recommendation to award an agreement to one proposer is made to the awarding authority, all submittals received in response to this Request for Proposals become a matter of public record and shall be regarded as public records, with the exception of those elements in each submittal which are defined by the proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”, unless disclosure is required under the California Public Records Act or other applicable law. Any submittal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary,” shall be regarded as non-responsive.

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

Validity

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing from the date proposals are due, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.

Permits and Licenses

Proposer, and all of proposer’s subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, which will be required in connection with the performance of services hereunder.

Oral and Written Explanations

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received this Request for Proposals.

Proposer's Representative

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Insurance

General liability, automobile, professional liability, and workers' compensation insurance are required if selected.

Professional Services Agreement

The selected firm must enter into a written agreement for the services using the City's standard *Professional Services Agreement* (the "Agreement"), a copy of which accompanies this RFP (see attachment).

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND _____**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this ____ day of _____, 201_, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and _____, (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 _____, and shall terminate on _____, 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 _____**. The total amount of compensation to be paid under this Agreement shall not exceed _____.
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.

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.

Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Consultant (aka Design Professional).]

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 _____ 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:

<<Contractor Information>>

(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

Steve Carrigan
City Manager

APPROVED AS TO FORM:

- _____
 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.