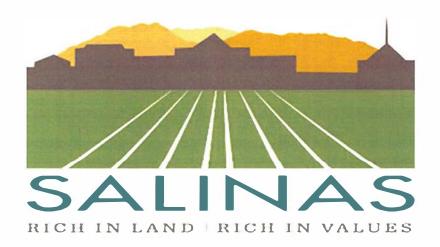
# AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND TEF ARCHITECTURE AND INTERIOR DESIGN, INC.



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# AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND TEF ARCHITECTURE AND INTERIOR DESIGN, INC.

This Agreement for Professional Services (the "Agreement" and/or "Contract") is made and entered into this 1<sup>st</sup> day of February, 2024, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter "City"), and **TEF Architecture and Interior Design, Inc.**, a California corporation (hereinafter "Consultant").

#### RECITALS

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

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

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

#### **TERMS**

- 1. <u>Scope of Service.</u> The project contemplated and the scope of Consultant's services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
- 2. <u>Term; Completion Schedule.</u> This Agreement shall commence on February 1, 2024, and shall terminate on June 30, 2024, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
- 3. <u>Compensation.</u> City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in <u>Exhibit B</u>. The total amount of compensation to be paid under this Agreement shall not exceed <u>Eighty-Two Thousand Two Hundred and Fifty Dollars</u> (\$82,250).
- 4. <u>Billing.</u> Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:
  - (A) A brief description of services performed;
  - **(B)** The date the services were performed:
  - (C) The number of hours spent and by whom;
  - (D) A brief description of any costs incurred; and

**(E)** The Consultant's signature.

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

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

- **5.** <u>Meet & Confer.</u> Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.
- **Additional Copies.** If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.
- **Responsibility of Consultant.** By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.
- **Responsibility of City.** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:
- (A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.
- **(B)** Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

- (C) Jim Pia, Interim City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.
- **(D)** Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.
- 9. <u>Acceptance of Work Not a Release</u>. Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

#### 10. Indemnification and Hold Harmless.

Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder, including the performance of work of any of Consultant's subcontractors or agents, or Consultant's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

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

- 11. <u>Insurance.</u> Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.
- 12. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours.

Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

- 13. <u>Non-Assignability.</u> It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.
- 14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.
- 15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

#### 16. Termination.

- (A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:
  - (1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or
    - (2) For any reason whatsoever.
- **(B)** Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:
  - (1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are

made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

- **(C)** In the event that this Agreement is terminated by City for any reason, Consultant shall:
  - (1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and
  - (2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.
- **(D)** In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.
- (E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.
- 17. <u>Compliance with Laws, Rules, and Regulations.</u> Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.
- **18.** Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.
- 19. <u>Independent Contractor.</u> It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.
- **20.** <u>Integration and Entire Agreement.</u> This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or

written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

- 21. <u>Jurisdiction and Venue.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.
- **22. 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:

Douglas Tom, Founding Principal TEF Design 1420 Sutter Street San Francisco, California 94109

doug@tefarch.com

(415) 350-4323

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

- (D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.
- **24. Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.
- 25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.
- **Headings.** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.
- 27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.
- **28. 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.** <u>Rights and Obligations Under Agreement.</u> By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
- 30. <u>Licenses.</u> If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good

standing, and that any applicable bond posted in accordance with applicable laws and regulations.

- 31. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- **132.** Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.
- **33. Joint Representation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.
- **Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.
- 35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

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

DocuSigned by:	
Jim Pia	
95AF7118EAC649A Jim Pia	
Interim City Manager	

CITY OF SALINAS

#### APPROVED AS TO FORM:

Rhonda Combs

□ Christopher A. Callihan, City Attorney, or honda Combs, Assistant City Attorney

By (Printed Name): \_

Douglas Tom

Its (Title): Founding Principal

#### **Exhibit A- Insurance Requirements**

#### **Insurance Requirements**

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

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

#### OTHER INSURANCE PROVISIONS

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

#### Additional Insured Status

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

#### Primary Coverage

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

#### Notice of Cancellation

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

#### Waiver of Subrogation

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

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

#### Self-Insured Retentions

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

#### Acceptability of Insurers

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

#### Claims Made Policies

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

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

#### Verification of Coverage

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

#### Subcontractors

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

#### Special Risks or Circumstances

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

#### Maintenance of Insurance

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

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**Exhibit B-Scope of Service** 



tef design

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1420 Sutter Street, 2<sup>rd</sup> Floor San Francisco, CA 94108



Jessica Shull Associate Planner City of Salinas 65 W. Alisal Salinas, CA 93901

Dear Ms. Shull,

TEF Design is very excited for the opportunity to submit this proposal to provide professional design and engineering services for 34-38 Soledad Street in Salinas's Chinatown. This project is a cornerstone of the City's ambitious revitalization plan for the area and a big step towards the transformation of the long-neglected area.

This project also aligns with the mission and values of our firm: to strengthen community through design. At TEF, we accomplish this by putting listening, inclusion and exceptional partnership at the core of our practice to deliver smart, sensitive and responsible design solutions. Our experience and core strengths are also particularly well-suited to the challenges and opportunities of the project site:

- » Historic preservation expertise and powerful place-making through the adaptive reuse and integration of historic buildings and histories for new uses
- » Planning analytics including studies and conceptual design for multifamily housing
- » Public engagement processes that integrate community voices

I am a native of Salinas — the third generation of Chinese Americans to call the city home. I graduated from Salinas High School and Hartnell College, and have deep roots in the area. My mother was born and raised a few blocks from this property and my parents met in the 1940s at a dance at the Confucius Church. It would give me great personal and professional fulfillment to bring our firm's experiences directly to the City of Salinas under this contract.

We look forward to working with you, your team and community stakeholders to establish sound project criteria to advance the realization of the community's vision for the revitalization of Chinatown. We're excited to share our capabilities and approach with your in more detail in the next phase of your selection process.

Warm regards,

Douglas Tom, FAIA, LEED AP

Founding Principal TEF Design

doug@tefarch.com (415) 350-4323

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# FIRM OVERVIEW

# WE CRAFT PLACES PEOPLE LOVE.

Creating places that connect people is at the heart of our work

Established in 1997, TEF provides planning, architecture and interior design solutions that integrate the social, economic and political dynamics of urban development throughout California, with a diverse portfolio encompassing workplace, healthcare, educational, infrastructure, and government/community projects. Our practice is distinguished by the convergence of "large firm" experience delivered through the culture and care of a small practice. And, our leadership offers decades of planning, programming and design experience, coupled with a deep commitment to supporting a transformative design process for our clients.

#### MISSION-DRIVEN DESIGN

Our mission is to strengthen community through design. Our staff of 45+ are focused on delivering caring and responsible design solutions that deepen human connection and advance the mission of our clients, whether they be a community of place, culture or purpose. We place people at the center of our practice and integrate research, technology, and robust processes to create enduring places where people come together to share ideas and build community.

#### COLLABORATION + PARTNERSHIP

Teamwork is innate to our work ethic. We believe genuine partnership between design team, client, builders, and the community is fundamental to outcomes of long term meaning and relevance. Establishing a shared culture of trust and open dialog is an essential part of authentic collaboration and a focus of our management approach that facilitates communication, efficiency, confident decision-making, and innovation.

YEARS
Serving the
Bay Area

STAFF
San Francisco
Office

STATE of CA Minority-Owned Business Entity



#### AUTHENTICITY + IDENTITY

While every project we design is an original expression, each shares a common framework of design principles. We seek modern, economic, and responsible solutions that are optimistic, open, and warm; that foster community, health, and well-being; and that are emotionally-satisfying to those who visit, work, and live in them. Through inquiry and collaboration, we strive to define and reveal the human foundation that gives identity to each unique project and that will maintain its lasting relevance to the community it serves.

TEF integrates the <u>AlA Framework for Design Excellence</u> – and its 10 Principals and questions – as part of our design process to advance the development of sustainable, resilient, and inclusive outcomes in our practice.

#### ECOLOGY + EQUITY

As a signatory to the AIA 2030 Commitment, we are committed to combating climate change through our practice and consider each assignment an opportunity to advance sustainable and healthy building design and construction practices in our community.

TEF has been responsible for the design of more than **25 LEED Certified projects** – including 1 LEED Platinum and 10 LEED Gold – and the the first Net-Zero electrical switchgear building designed to the International Living Future Institute's (ILFI) Zero Energy Building (ZEB) Certification<sup>TM</sup>. Our staff comprises 12 LEED Certified Professionals and 3 Living Futures Accredited professionals who provide leadership across projects with a focus on decarbonization, social and environmental health, and water efficiency.

TEF is also proud to be an ILFI (International Living Future Institute) **Just. organization**. We display our pledge to these principles of equity and sustainability proudly – publicly committing to practices that exemplify social justice and corporate social responsibility while using these measurements to drive improvement.

#### **SERVICES**

- » Site Planning
- » Building Investigation + As-Built Drawings
- » Feasibility Analyses
- » Budget Verification / Cost Analyses
- » Test Layout / Fit Plans/Space Planning Projections
- » Master Planning / Alternative Development Schemes
- » Implementation Planning / Phasing / Scheduling
- » Stakeholder / Neighborhood Engagement
- » Programming / Design / Interior Design
- » Construction Documentation / Administration
- » Specification Writing
- » State Historic Building Code Expertise
- » Construction Phasing Strategies
- » Value Engineering Reviews
- » LEED certification
- » Local Entitlements / Compliance+ Permitting



Organization Name: TEF Design Organization Type: Architecture Headquarters: San Francisco, California Number of Employees: 34

Diversity 6 Inclusion

Gender Diversity

Ethin, Cliversity

Ethin, Cliversity

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Endigmental Ethin, Cliversity

Equity

Stewardship

Full-Time Employment

Pay-Scale Eduty

Pressioned Association

Concern Pay Equity

Employee Health

Prysical Health

Prysical Health

Prysical Health

Prysical Health

Processing

Pressive Process

Employee Health

Purchasing & Supply Chain

THE SOCIAL JUSTICE LABEL 2.0

INTERNATIONAL LIVING PUTURE BISTITUTE

#### RELEVANT EXPERIENCE

TEF brings ample experience relevant to addressing the challenges and opportunities of the 34 - 38 Soledad project. Example projects are provided in the pages following.

# SITE PLANNING + FEASIBILITY STUDIES

TEF has a long history of developing site plans, feasibility studies and renderings for governmental, institutional and private clients. With this work we strive to find solutions that are cost effective and sustainable while also addressing cultural, community and historic contexts. We are currently completing work helping the University of California at Santa Cruz to identify the best ways to develop housing for their employees in order to address the shortage and high cost of housing in the area. We have identified the most suitable sites for housing, developed site and building plans with a wide variety of housing types and layouts, integrated historic preservation issues, and engaged stakeholders.

#### MULTIFAMILY HOUSING

TEF's housing work has typically been at an urban and community scale, with contextual infill developments and the adaptation of historic structures forming the majority of our experience. We always look for straightforward solutions that respect the neighborhood context, are livable and equitable and provide places for residents to connect and thrive. For our work on the adaptive reuse of Building 2 at the Pier 70 shipyard in San Francisco, we developed compact unit plans that allow each apartment to enjoy great light and views, while maximizing the total number of units.

#### HISTORIC

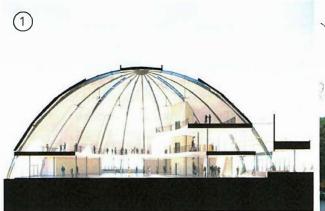
Unleashing the power of historic places for modern use is a core competency of our practice. We believe that preserving and adapting historic sites allows us to create places rich with meaning, texture and scale. Repurposing existing structures is also one of the most environmentally sustainable approaches to development. The award-winning Bayview Opera House is a significant historic building in a formerly marginalized African American neighborhood in San Francisco. We worked closely with the City and surrounding neighborhood to rehabilitate this building in a way that best serves the community, respects the building's character-defining features and honors its storied past.

#### COMMUNITY MEETINGS

Collaboration and engagement with local communities is essential to creating meaningful and successful projects, especially in historic urban contexts. We have extensive experience in this area — ranging from our work with multiple public agencies and their departments to a panoply of University student organizations and clubs — for a single project, and are adept at listening, communicating, and responding to stakeholders towards consensus. We are currently working on the Dogpatch Hub, a community center in San Francisco's rapidly developing Dogpatch neighborhood, with a design significantly shaped by neighborhood input. The work included surveys, direct outreach to key groups and potential partners and public community meetings.



#### SITE PLANNING + FEASIBILITY STUDIES



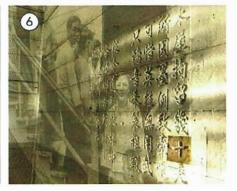


3		
	SCHENE 1 : Idealized School	SCHEME 2: New School
Square Feet (sf)	104,700	144,000
Construction Cost	\$77508,498	\$114,118,193
Canst \$/sf	\$744.11	\$792.49
Project Costs	\$111,600,000	\$160,700,000
Project S/sf	\$1.045	\$1.116
*Project Cost ecologic times to an 1 1 2/	\$121,500,000	\$175,200,000
Project S/sf	\$1.160	\$1,217

Project Cost seeming web mind	\$14,800,000	
Project Cost see	\$1,995,000	







#### (1)

#### **CENTURY 21 DOMED** THEATER

San Jose, CA Size/Scope: 38,800 sf. Adaptive reuse of historic domed theater into mixed use commercial uses

Completed: 2022 (concept)

#### (2)

#### 55/60 FRANCISCO OFFICE TO HOUSING STUDY

San Francisco, CA Size/Scope: 50,000 sf., feasibility study including test fits, structural analyses, concept design and cost analyses.

Completed: 2023

#### UC BERKELEY MINOR HALL **EXPANSION STUDY**

Berkeley, CA Size/Scope: 145,000 sf. programming and site and cost analyses for expansion of School of Optometry Completed: 2018



#### UCSC COOPERAGE **FEASIBLITY STUDY**

Santa Cruz, CA Size/Scope: 2,100 sf; Feasiblity study and concept design for restoration of historic lime kiln cooperage structure

Completed: 2022

#### UCSC EMPLOYEE HOUSING

STUDY (w/Kennerly Architects) Santa Cruz, CA Size/Scope: Analyses of 4 sites, including various unit typologies and mixes, and potential yield and financing; Completed: 2022

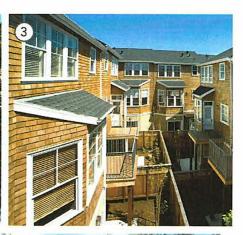
#### ANGEL ISLAND **IMMIGRATION STATION MASTER PLAN**

Angel Island State Park, CA Size/Scope: 66,500 sf. assessment, rehabilitation plan for historic structures and grounds; phasing and associated costs Completed: 2002

#### MULTIFAMILY HOUSING















#### PIER 70 BUILDING 2

San Francisco, CA Size/Scope: 97,000 sf; adaptive reuse of historic warehouse structure to multifamily housing Completed: 2020 (DD + site permit)



#### **3525 17TH STREET**

Redwood City, CA Size/Scope: 12,000 sf., rehabilitation of 4-story historic, 16 unit complex

Completed: 2021



#### 1300 EDDY ST.

San Francisco, CA Size/Scope: 42,200 sf., 30 3-story townhome development (design development thorugh construction)

Completed: 2007



#### 915 NORTHPOINT

San Francisco, CA Size/Scope: 27,700; new 4-story, 49 unit apartments in two adjacent buildings Completed: 2016 (design)



#### THE SUTHERLAND

San Francisco, CA Size/Scope: new 33,600 sf.; 45-unit complex with retail and garage in two, 4-story adjacent

buildings. Completed: 2019



# UCSC KRESGE COLLEGE STUDENT HOUSING

Santa Cruz, CA Size/Scope: 68,200 sf. renovation and upgrade of existing student dormitory; 160 beds

Completed: 2022



#### HISTORIC













#### (1)

#### **SWISSNEX**

San Francisco, CA Size/Scope: 27,700 adaptive reuse of waterfront landmark structure into flexible workplace and event space; building systems upgrade, access and fire/ life safety compliance. Completed: 2016



#### MISSION ARMORY

Redwood City, CA Size/Scope: 160,000 sf., seismic upgrade, systems upgrade, access, and fire/life safety of landmark building

Completed: 2021

#### 2

#### **BAYVIEW OPERA HOUSE**

San Francisco, CA Size/Scope: 9,32a1 sf. renovation of landmark multiuse facility in a long neglected area. Completed: 2016 T

#### TAPSCOTT BUILDING

San Francisco, CA Size/Scope: 51,100 sf. award-winning, core and shell rehabilitation.

Completed: 2022

#### 5) GORGAS WAREHOUSES

San Francisco, CA Size/Scope: 41,000 sf. adaptive reuse of historic warehouses for

commercial use Completed: 2019

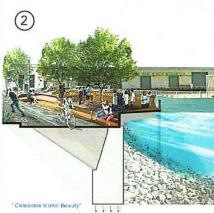
#### 6

# PRESIDIO BLDGS 1201 + 1202

San Francisco, CA Size/Scope: 48,500 sf., LEED Gold/Silver adaptive reuse of historic structures at Ft. Scott Completed: 2013

#### COMMUNITY ENGAGEMENT















#### DOGPATCH HUB

San Francisco, CA Size/Scope: 10,800 sf. adaptive reuse for mixed-use community serving spaces. Completed: 2023



#### **GARFIELD CENTER**

San Francisco, CA Size/Scope: 22,000 sf natatorium rehabilitation and new clubhouse.

Completed: 2021



#### SF WATERFRONT RESILIENCE PROGRAM

San Francisco, CA Size/Scope: Evaluation and development of adaptation strategies to address climate change impacts (TEF is part of multidisciplinary team)

Completed: Ongoing



#### GOLDEN GATE VALLEY BRANCH LIBRARY

San Francisco, CA Size/Scope: 7,400 sf.renovation of historic branch Carnegie library

Completed: 2011



# HUNTERS POINT SUBSTATON

San Francisco, CA Size/Scope: new 28,900 sf. electrical substation with community plaza

Completed: 2018



#### DON FISHER CLUBHOUSE

San Francisco, CA Size/Scope: 36,800 sf., award-winning LEED Gold education and recreation center for Boys + Girls Clubs of SF Completed: 2016



### **KEY STAFF**

Your project will be led by senior staff who bring significant experience in the analyses and crafting of development concepts. Their deep knowledge of urban development in cities throughout California, including the transformation of historic assets, will support outcomes that are strategic, cohesive, sustainable and feasible. Each brings substantial experience working in the public realm, with municipal agencies, commissions, elected officials, and community stakeholders.

#### **LEADERSHIP**

DOUGLAS TOM, FAIA, LEED AP | Principal-In-Charge Bachelor of Arts in Architecture, University of California, Berkeley Licensed Architect - C12405

A native of Salinas, Doug brings more than 40 years of experience to the team on a wide range of public and community-serving projects, ranging from recreational and educational facilities to non-profit social services centers. Notable projects under his leadership include a feasibility study to convert offices to multifamily housing at 55 Union Street in San Francisco, the adaptive reuse of a trio of landmark structures into leasable commercial spaces in the Presidio, and the award-winning renovation of the Bayview Opera House, located in a long neglected San Francisco neighborhood and entailing extensive community engagement.



MARYAM ROSTAMI, AIA, LEED AP BD+C, LFA | Managing Principal Bachelor of Architecture, Honors Liberal Arts, University of Texas, Austin, TX Licensed Architect - C37717

A talented architect and committed advocate for her clients, Maryam brings leadership and enthusiasm for design to each project, regardless of scale or scope. Her recent experience at UC Santa Cruz — a feasibility study for Employee Workforce Housing, design and criteria documents for renovating student housing at Kresge College, and feasibility study for the adaptive reuse of the historic Cooperage and Lime Kilns — and her background in affordable housing design, will be an asset to the team.



#### ANDREW WOLFRAM, AIA, LEED AP BD+C, LFA | Advising

Preservation Specialist

Master of Architecture, Planning and Preservation, Columbia University, Graduate School of Architecture, New York, NY Licensed Architect - C27838

Andrew has led some of the Bay Area's most significant and transformative adaptive reuse projects. He integrates innovative solutions with design acumen and a powerful commitment to environmental and social sustainability into every project. He collaborated with Maryam on housing projects at UC Santa Cruz and also provided leadership to a feasibility study/design for multifamily housing at 915 Northpoint and the design and delivery of 37 apartments at 915 Minna Street.



#### ELIZABETH MACKAY | Project Designer

Bachelor of Fine Arts, Academy of Art

Elisabeth is a versatile designer who brings considerable strength in multifamily housing development. Notable projects include Nevin Plaza in Richmond — which encompassed the rehabilitation of 140 units of affordable housing and new construction of 75 - 80 units on an adjacent site — as well as the 96-unit Elegance Senior Housing development in Berkeley and the 89-micro-unit Electric Lofts in Oakland. She also worked on the permit set for 1064 Mission Street, San Francisco's largest supportive housing project for formerly homeless seniors, featuring modular construction. Her experience working with the City of Salinas at City Hall is also a plus.



#### SUBCONSULTANT

As trusted civil engineering experts to TEF, BKF Engineers will leverage their considerable knowledge of and experience in Monterey County and the City of Salinas, to provide site utility, stormwater management, and surveying analyses and design.

JON TANG, PE, LEED AP, QSD/P | Associate Principal B.S., Civil Engineering, University of California, Davis Licensed Civil Engineer, CA, No. 67726

Jon has recently led the civil engineering for well over 1000 units of affordable and workforce housing and thousands of additional units of multifamily housing and mixed-use developments, involving transportation, circulation and utility infrastructure, and stormwater planning. Recent projects include the Balboa Reservoir, and workforce housing at 361 Turk Street and 145 Leavenworth Street in San Francisco.





2. APPROACH

## UNDERSTANDING + APPROACH

The success of the 34-38 Soledad Street will depend on clearly identifying the project scope, establishing a shared vision for the development, then creating the path that will lead to project feasibility. Our efforts will be shaped by the Core Value and Guiding Principles of the *Chinatown Revitalization Plan*. And, our focus will be on bringing the community's vision, goals and aspirations for this site into alignment with the array of critical issues that will shape planning strategy.

Key considerations will include near and long term budget resources, identifying development partners, allowable zoning envelope, and other existing site and building assessment findings.

#### ROBUST INQUIRY

Establishing a deep understanding of the project will be our first priority. We will begin with extensive data gathering related to the project site, its history and context, existing site and building conditions, historic status and local zoning impacts, and the vision and goals of City staff and community stakeholders. The many years of public engagement and planning represented by the December 2019 *Chinatown Revitalization Plan* provides a strong foundation and jumping off point for the team.

Research and exploration will continue as we proceed with the development of early concepts, while engaging in initial stakeholder and community meetings to confirm our understanding of project opportunities, constraints and priorities.

#### ECONOMY, FLEXIBILITY + VALUE

These intertwined virtues are a priority in our work and central to our design ethic in relationship to conservation, social responsibility, and design excellence. We strive for efficiency, economy, integration, and collaboration and seek answers that deliver long term relevance. We will focus on the potential that the existing building and site have to offer and what is allowed under current zoning regulations. Simultaneously, we will advise the City

on issues ranging from cost considerations and performance metrics to environmental impacts and development phasing through the lens of feasibility.

# EMPOWERING COMMUNITY + BUILDING CONSENSUS

TEF brings significant experience collaborating with diverse stakeholders within the framework of public decision-making processes and protocols. We will draw upon an array of strategies and tools — ranging from surveys, workshops, observational studies, focus groups, and story mapping — that enable us to engage in authentic listening and careful observation. We will also prioritize an efficient methodology of iteration with stakeholders to co-create and distill viable design concepts that have the support of the community and that are economically and technically feasible.

Developing design information that clearly communicates challenges, opportunities, variables and solutions are crucial to a process that empowers stakeholders to process data and make decisions. TEF takes great pride in leveraging BIM and parametric tools to rapidly render information-rich graphics that depict the quantitative and qualitative aspects of a design strategy.

#### MANAGEMENT APPROACH

Our project management approach emphasizes clarity of goals, expectations, roles and responsibilities, and continuous alignment of project parameters, supported by continuity of team leadership, clear communication protocols, and an arsenal of powerful tools. We strive to cultivate a shared culture of teamwork, honest communication, trust and transparency with our clients and stakeholders through a model of shared risk, goalsetting, problem-solving and collaboration.

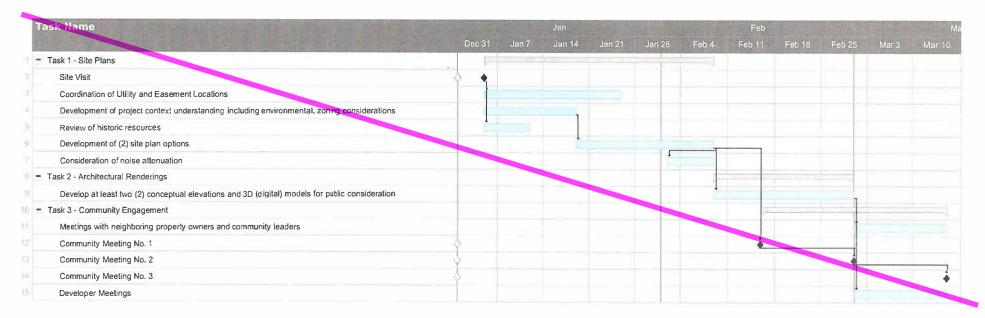
A detailed breakdown of tasks and deliverables is provided as part of our Fee on page 14.

3. SCHEDULE

#### **SCHEDULE**

Our proposed schedule anticipate roughly 10 weeks for project delivery. We look forward to further discussions with the City of Salinas to address any timeline constraints and adjustments.

# SCHEDULE TO BE RENEGOTIATED WITH CITY OF SALINAS BASED ON CHANGE OF START DATE.





#### 4. FEES

# **FEE PROPOSAL**

#### TASK + HOURS SUMMARY

BASIC SERVICES		PHASES					
Firm	Discipline	Concept Design	Renderings	Community Engagement	Total		
TEF	Architecture	\$19,575.00	\$14,815.00	\$14,560.00	\$48,950.00		
BKF	Civil Engineering Boundary and Topographic Survey	\$9,600.00	\$0.00	\$0.00	\$9,600.00 \$20,000.00		
	Utility Locating				\$3,700.00		
TOTAL	, , , , , , , , , , , , , , , , , , , ,	\$29,175.00	\$14,815.00	\$14,560.00	\$82,250.00		

#### **Estimate of Reimbursable Expenses**

\$881.00

#### TEF TASK + HOURS

		HOURS & FEES								
rask 1 -	SITE PLANS	Principal	Rate \$275	Sr PM 4	Rate \$200 \$800	Arch Lovel 3	Rate \$180 \$720	Arch Staff 1	\$145 \$0	Total Fee \$2,620
1.0	Site visit	4	\$1,100							
2.0	Coordination of Utility and Easement Locations	1	\$275	3	\$600	1	\$180	0	\$0	\$1,05
3.0	Development of project context understanding including historic, environmental, zoning considerations		\$1,100	6	\$1,200	10	\$1,800	0	\$0	\$4,100
4.0	Development of (2) site plan options	4	\$1,100	6	\$1,200	27	\$4,860	32	\$4.640	\$11,800
	Sub-Total Task 1	13	\$3,575	19	\$3,800	42	\$7,560	32	\$4,640	\$19,57
TASK 2 -	ARCHITECTURAL RENDERINGS  Review of historic resources for the property and the level of preservation required	4	\$1,100	4	\$800	4	\$720	0	\$0	\$2,620
6.0	Consideration of noise attenuation by design given the site's proximity to the railroad	1	\$275	2	\$400	4	\$720	0	\$0	\$1,39
7.0	Develop at least two (2) conceptual elevations and 3D (digital) models for public consideration	4	\$1.100	8	\$1,600	16	\$2,880	36	\$5,220	\$10,800
	Sub-Total Task 2	9	\$2,475	14	\$2,800	24	\$4,320	36	\$5,220	\$14,81
TASK 3 -	COMMUNITY ENGAGEMENT									
8.0	Up to (4) zoom meetings with neighboring property owners and community leaders, as agreed upon by Stakeholders	2	\$550	4	\$800	0	\$0	0	\$0	\$1,350
9.0	Preparation for community meetings, including creation of boards and stakeholder engagement materials	1	\$275	4	\$800	12	\$2,160	0	\$0	\$3,235
10.0	Up to (3) 2-hour long in-person community meetings in Salinas	18	\$4,950	18	\$3,600	0	\$0	0	so	\$8,550
11.0	Up to (3) zoom meetings with affordable housing developers previously agreed upon by Stakeholder group, using previously created site plan options for discussion	3	\$825	3	\$600	0	\$0	0	\$0	\$1,42
	Sub-Total Task 3	24	\$6,600	29	\$5,800	12	\$2,160	0	\$0	\$14,560

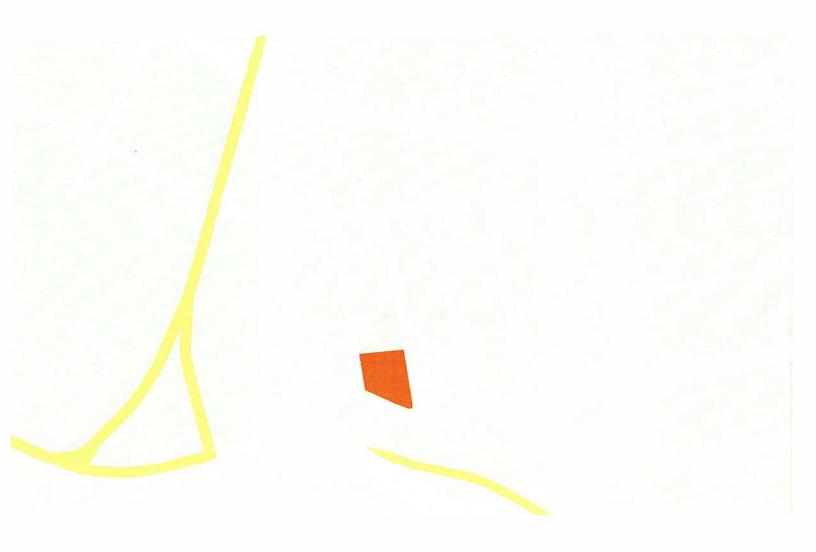
Reimbursable Expenses (estimated at 1.8% of fee)

\$881.00

SUBTOTAL TEF PROPOSED FEE + REIMBURSABLES

\$49,831





# tefdesign

1420 Sutter Street, 2<sup>nd</sup> Fl. San Francisco, CA 94109

415.391.7918

TEFarch.com



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2023

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

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

AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549						CONTACT Nancy Ferrick  PHONE [A/C, No, Ext]: 510-272-1400 [E-MAIL] ADDRESS: nancy.ferrick@assuredpartners.com					
					INSURER(S)AFFORDING COVERAGE					NAIC#	
INSU	nco.	_		License#: 6003745 TEFARCH-01			ialty Insuranc		-	37885	
	F Architecture + Interior Design, Inc			TEPARON-01			Insurance Co			11000	
142	20 Sutter Street				INSURE	c: HARTFO	ORD INSURA	NCE COMPANY	-	38288	
Sa	n Francisco CA 94109				INSURE	RD:			_		
					INSURE	RE:					
					INSURE	RF:					
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INSR LTR	TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
В	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Υ	57SBWRI6634		4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,		
								MED EXP (Any one person)	\$ 10,000	)	
								PERSONAL & ADV INJURY	\$ 1,000,	000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				1 1		GENERAL AGGREGATE	\$ 2,000,000			
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000		
В	AUTOMOBILE LIABILITY	Υ	Υ	57SBWRI6634		4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	000	
	ANY AUTO							BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS ONLY								BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
					1				\$		
В	X UMBRELLA LIAB X OCCUR	Υ	Υ	57SBWRI6634			4/1/2024	EACH OCCURRENCE	\$ 6,000,	000	
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	DED X RETENTION \$ 10,000		l l						\$		
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	57WEGGC 3286		4/1/2023	4/1/2024	X PER OTH-			
	ANYPROPRIETOR/ PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N/A						E.L. EACH ACCIDENT \$ 1		000	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,0	000	
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,0		
Α	Professional Liability Includes Pollution Liability			DPR5010875		4/1/2023	4/1/2024	Per Claim Aggregate Limit	\$5,000 \$5,000		
Um hire RE: Liab wor	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability. Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.  RE: All Operations of the Named Insured. The City of Salinas, its officers, officials, employees and volunteers are named as Additional Insured for General Liability and Non-Owned and Hired Auto Liability as required by written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). 30 Day Notice of Cancellation.										
CERTIFICATE HOLDER C						ELLATION 3	30 Days Notic	e of Cancellation			

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy # 57SBWRI6634



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **ADDITIONAL INSURED PROVISIONS - CALIFORNIA**

This endorsement modifies insurance provided under the following:

#### **BUSINESS LIABILITY COVERAGE FORM**

- A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - WHO IS AN INSURED is replaced by the following:
  - (2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:
    - (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
    - (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
    - (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
    - (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
    - (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - OPTIONAL ADDITIONAL INSURED COVERAGES. These paragraphs do not attach or amend the language of any of the other subsections of Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

#### e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

#### 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

#### BUSINESS LIABILITY COVERAGE FORM

- b. Coverage under this provision does not apply to:
  - (1) "Bodily injury" or "property damage" that occurred; or
  - (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

#### 4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

#### 5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

#### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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#### **BUSINESS LIABILITY COVERAGE FORM**

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

#### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

#### c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

#### **BUSINESS LIABILITY COVERAGE FORM**

### e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "productscompleted operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "productscompleted operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

#### **BUSINESS LIABILITY COVERAGE FORM**

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".

#### 2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### 3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### 4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### 5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### → 6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

#### a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

### c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

#### BUSINESS LIABILITY COVERAGE FORM

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit":
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual:
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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#### **BUSINESS LIABILITY COVERAGE FORM**

This Paragraph **f.** applies separately to you and any additional insured.

#### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

#### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom a claim is made or "suit" is brought.

#### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

#### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b**. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

#### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

#### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

#### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

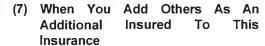
#### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

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## (6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or



That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

#### **BUSINESS LIABILITY COVERAGE FORM**

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### 8. Transfer Of Rights Of Recovery Against Others To Us

#### a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

### b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

#### BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the BUSINESS LIABILITY COVERAGE FORM not expressly modified herein:

#### A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

- B. Paragraph B. EXCLUSIONS is amended as follows:
  - Exclusion g. Aircraft, Auto or Watercraft does not apply to a "hired auto" or a "non-owned auto".
  - Exclusion e. Employers Liability does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".
  - Exclusion f. Pollution is replaced by the following:
    - "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
    - a. That are, or that are contained in any property that is:
      - Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
      - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
      - (3) Being stored, disposed of, treated or processed in or upon the covered "auto".
    - b. Before the "pollutants" or any property in which the "pollutants" are contained are

- moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
  - Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:
  - (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
  - (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs 15.b. and 15.c. of the definition of "mobile equipment".

Paragraphs **b**. and **c**. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto"
- 4. With respect to this coverage, the following additional exclusions apply:

#### a. Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

#### b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. WHO IS AN INSURED is deleted and replaced by the following:

The following are "insureds":

- a. You.
- b. Your "employee" while using with your permission:
  - (1) An "auto" you hire or borrow; or
  - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
  - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- **c.** Anyone else while using a "hired auto" or "nonowned auto" with your permission except:
  - (1) The owner or anyone else from whom you hire or borrow an "auto".
  - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
  - (4) A partner (if you are a partnership), or a member (if you are a limited liability

- company) for an "auto" owned by him or her or a member of his or her household.
- d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.
- D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

#### 1. OTHER INSURANCE

- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.
  - However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".
- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

### 2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

### G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

 "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

- "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
  - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
  - b. Customer's "auto" that is in your care, custody or control for service.

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### WORKERS' COMPENSATION BROAD FORM ENDORSEMENT **EXTENDED OPTIONS**

Policy Number: 57WEGGC3286

**Endorsement Number:** 

Effective Date: 04/01/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TEF Architecture + Interior Design, Inc.

1420 Sutter Street San Francisco, CA 94109

Section I of this endorsement expands coverage provided under WC 00 00 00. Section II of this endorsement provides additional coverage usually only provided by endorsement. Section III of this endorsement is a Schedule of Covered States. You may use the index to locate these coverage features quickly:

#### INDEX

SUBJECT	PAGE	SUBJECT	PAGE
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#### SECTION I

#### **PARTS ONE and TWO**

#### 1. WE WILL ALSO PAY

- D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and
- E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

#### We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

- reasonable expenses incurred at our request, INCLUDING loss of earnings;
- premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. litigation costs taxed against you;
- interest on a judgment as required by law until we offer the amount due under this law; and
- 5. expenses we incur.

#### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within sixty days.

#### **PART SIX**

#### 3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

#### **SECTION !!**

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

#### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
- 2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

- The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
- 4. Bodily injury by accident must occur during the policy period.
- 5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

#### B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

#### C. Exclusion

This insurance does not cover:

- any obligation imposed by workers' compensation or occupational disease law or any similar law.
- bodily injury intentionally caused or aggravated by you.
- officers or employees who have elected not to be subject to the state workers' compensation law.
- partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

#### D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

- 1. Release you and us, in writing, of all responsibility for the injury or death.
- 2. Transfer to us their right to recover from others who may be responsible for the injury or death.
- Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

#### E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

#### F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

#### **EMPLOYERS' LIABILITY STOP GAP COVERAGE**

#### 6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. Exclusions is changed by adding these exclusions.

This insurance does not cover;

- bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
- 13. bodily injury sustained by any member of the flying crew of any aircraft.
- 14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

#### **EXTENDED OPTIONS**

#### 1. Employers' Liability Insurance

**Item 3.B.** of the **Information Page** is replaced by the following:

#### B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee
OR		

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from \$500,000 to \$1,000,000 in California.

#### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

#### 3. Waiver of Our Right To Recover From Others

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

#### Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- The bodily injury must be sustained by an officer or employee.
- The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
- 3. Bodily injury by accident must occur during the policy period.
- Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

- voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
- sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

- any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
- any obligation imposed by a workers' compensation or occupational disease law, or similar law.
- 3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

- release you and us, in writing, of all responsibility for the injury or death,
- transfer to us their right to recover from others who may be responsible for their injury or death,
- 3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

### F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

- actually sustain and pay the loss or expense in money after trial, or
- secure our consent for the payment of the loss or expense.

#### G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

- 1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
- in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

#### C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the of provisions law that any provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

#### **SECTION III**

#### 1. SCHEDULE OF COVERED STATES

- A. This endorsement only applies in the states listed in this Schedule of Covered States.
- C. Schedule of Covered States:

CA

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

Countersigned by \_\_\_\_\_\_Authorized Representative

#### RESOLUTION NO. 22560 (N.C.S.)

# A RESOLUTION APPROVING MASTER SERVICE AGREEMENTS BETWEEN THE CITY OF SALINAS AND WALD, RUHNKE & DORST ARCHITECTS, AETYPIC, BUREAU VERITAS, TEF DESIGN, AND LDA PARTNERS FOR ON-CALL ARCHITECTURAL SERVICES

- WHEREAS, the Public Works Department has identified the need to utilize on-call consultants to provide architectural services to assist the department with any building projects, and other services related to design and construction of various public works projects; and
- WHEREAS, on September 16, 2022, the City of Salinas engaged in a Request for Qualifications (RFQ) process to identify firms with the requisite qualifications to provide architectural services; and
- WHEREAS, on October 14, 2022, Public Works staff received nine (9) statements of qualifications (SOQ) from consultants; and
- WHEREAS, an evaluation committee consisting of Public Works staff reviewed each SOQ and selected the top five (5) based on the criteria set forth in the Request for Qualifications; and
- WHEREAS, the award of projects to the selected architectural firms will be based on an additional qualifications-based selection process.
- **NOW, THEREFORE, BE IT RESOLVED** that the Salinas City Council approves the Master Service Agreements between the City of Salinas and Wald, Ruhnke & Dorst Architects, Aetypic, Bureau Veritas, TEF Design and LDA Partners to provide architectural services for various public works projects; and
- **BE IT FURTHER RESOLVED,** that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the attached Master Service Agreements; and
- **BE IT FURTHER RESOLVED,** that the City Manager is authorized to execute extensions and/or modifications to the Agreements and to take whatever additional action may be necessary to effectuate the intent of this resolution; and
- **BE IT FURTHER RESOLVED,** that the City Engineer or his/her designee is hereby authorized to approve the Consultant's on-going performance of services without the need for subsequent Professional Service Agreements provided the Consultant is, at all times throughout the term thereof, in compliance with the terms and conditions of the Master Service Agreement approved through this Resolution.

#### PASSED AND APPROVED this 10<sup>th</sup> day of January 2023, by the following vote:

AYES: Councilmembers: Barrera, Gonzalez, McShane, Osornio, Rocha, Sandoval and Mayor

Craig

NOES: None

ABSENT: None

**ABSTAIN:** None

APPROVED:

— DocuSigned by:

ESSAEDAFAGESAGA...

Kimbley Craig, Mayor

ATTEST:

Patricia Barajas

Patricia M. Barajas, City Clerk