REQUEST FOR PROPOSALS

PREPARATION AND PROCESSING OF PLANNING ENTITLEMENTS INCLUDING GENERAL PLAN AND ZONING AMENDMENTS, ANNEXATION APPLICATION AND ASSOCIATED ENVIRONMENTAL DOCUMENTS FOR FERRASCI BUSINESS CENTER SPECIFIC PLAN

Released February 17, 2022

Important Dates

Questions Due: March 4, 2022
Proposals Due: March 25, 2022

City of Salinas
Community Development Department
65 West Alisal Street (Second Floor), Salinas, CA 93901

Project Manager: Jill Miller, Senior Planner
Email: jill.miller@ci.salinas.ca.us
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SUMMARY OF REQUEST

The City of Salinas is requesting qualifications from planning and environmental consulting firms to provide planning and environmental services related to the processing of the Ferrasci Business Center Specific Plan (the “Project”) predominantly located within the City’s Economic Development Element (EDE) Target Area K (Figure 1). The City seeks technical project support with the preparation and packaging of planning entitlements, including General Plan Amendment, Prezoning, Sphere of Influence and Annexation applications, Specific Plan and the preparation of associated Initial Study and required technical studies. It is anticipated that the environmental review of the Project can tier off of the EDE Program EIR (2017) which analyzed environmental impacts in Target Area K. The ultimate determination of the appropriate environmental document required in accordance with the California Environmental Quality Act (CEQA) will be determined by the City based on the conclusions of the prepared Initial Study analysis.

In this regard, the City seeks a consultant team, or consultant teams, that have extensive experience in preparing General Plan Amendments, Pre-Zoning, Sphere of Influence and Annexation applications, Specific Plan, and associated California Environmental Quality Act (CEQA) documents. The consultant team may be a single, multi-service firm, or comprised of a planning lead with sub-consultants as required.

BACKGROUND

In 2017 the City adopted an Economic Development Element (EDE) to the Salinas 2002 General Plan. In the EDE, the City identified a Future Growth Area outside the City’s current northern boundary for economic development known as Economic Opportunity Area K (EOA K). The lands which comprise EOA K (the “North Entrance,” as it is referred to in the EDE) are currently within the County’s jurisdiction and are designated as public/quasi-public, open space, farmlands, permanent grazing, and commercial in the County’s General Plan. EOA K, shown and marked on Figure 1, is comprised of land area where near to mid-term development is projected by the City, Target Area K, and an Economic Development Reserve Area, also identified on Figure 1, which is to accommodate the City’s longer-term economic development needs. With the adoption of the EDE, the General Plan Land Use and Circulation Map was amended to reflect Business Park and Commercial Retail uses in Target Area K and projected development capacity impacts were evaluated in the EDE Program EIR.

In June 2019, the City and County entered into an Addendum to the Greater Salinas Area Memorandum of Understanding (Addendum) to define the coordinated planning processes by which the City and the County will plan for and consider the development of EOA K. In the Addendum, the City and the County agree that the City will take the lead in processing the project and plan entitlements within Target Area K if annexation is a part of the entitlement application. The Addendum also outlines how the City and the County agree to coordinate planning efforts and
entitlement processes (e.g., specific and general development plans, General Plan Amendments, Annexations) for Target Area K. This includes:

1. joint application processing if timing works for all parties, or the provision of timing assurances and opportunity to review and comment on plans and applications if planning in tandem;
2. coordination on or sharing in the preparation of technical studies and analyses required to determine and provide for project infrastructure, services, and public safety needs, (e.g., infrastructure, water, hydrology/stormwater, traffic and transportation);
3. joint determination of appropriate level and process for compliance with California Environmental Quality Act (CEQA) including coordinating on or sharing in project mitigation requirements;
4. selection of a mutually agreed upon consultant to prepare fiscal and economic analysis to provide recommended tax sharing percentages, should they be required, based on data and market demand analysis for proposed commercial uses; and
5. joint review of technical studies, fiscal and economic analysis, and CEQA documents, and potential development of a joint recommendation regarding project entitlement processing for City Council and Board of Supervisors consideration.

In June 2021, the primary property owner of Target Area K submitted applications for the Ferrasci Business Center Specific Plan (Specific Plan) and associated Sphere of Influence Amendment, Annexation (reorganization), General Plan Amendment and Prezoning of Target Area K. The specific plan area consists of two planning areas (shown on Figure 1 as Specific Plan Areas A and B).

Area A is approximately 123 acres of undeveloped agricultural zoned land located within the County’s jurisdiction but within the City’s Target Area K. Proposed uses are to be consistent with the City’s EDE policies and identified land uses of Business Park and Commercial Retail.

Area B consists of the remainder of Target Area K contemplated to implement retail and commercial land use capacity in accordance with the Economic Development Element Final Environmental Impact Report. Area B would be included as an overlay in the specific plan for cohesive, high-level and long-range planning purposes.

Upon Specific Plan entitlement, it is anticipated that the City will submit an application to the Monterey County Local Agency Formation Commission (“LAFCO”) for Sphere of Influence Amendment, Annexation (reorganization) and Prezoning of all Target Area K and a proposed commercial retail development immediately to the north of Target Area K at Sala Road, should it be constructed. See Figure 1 and Proposed Annexation Area discussion section below.
FERRASCI BUSINESS CENTER SPECIFIC PLAN OVERVIEW

The Specific Plan Area is located at the northern boundary of the City, east of U.S. Highway 101, north of Russell Road, and west of Gavilan Middle School (see Figure 2). The Specific Plan Area has historically been used for agricultural production and is being actively farmed at the time of Specific Plan preparation. The Specific Plan Area is relatively flat and generally slopes southwesterly toward Russell Road and Harrison Road, which defines the Specific Plan Area’s western boundary. Active agriculture defines the Specific Plan Area’s northern boundary.

The Specific Plan aims to serve the City of Salinas and regional business needs by establishing land use and zoning designations that allow for a mix of uses including office, industrial business park, research and development, commercial retail, high-tech, housing, and other supporting land uses. The objective is to create a cohesive mixed-use business/employment center at the City's northern limits. The Specific Plan Area's probable development intensity will conform with the range for business park development evaluated under the City of Salinas General Plan Economic Development Element EIR for Target Area K.

PROPOSED ANNEXATION AREA

The County has received an application to develop a commercial project on approximately 17.5 acres of commercially designated lands under the County of Monterey’s General Plan that is located within the County’s jurisdiction adjacent to Target Area K and within the City’s Economic Development Reserve Area K near the intersection of Sala and Harrison Roads (“Sobel Project” as shown on Figure 1). The Sobel Project proposes 100,000 square feet of commercial uses including a hotel, retail (Tractor Supply and other), four quick service restaurants, and a gas station.

The County will not deem the Sobel Project application complete without a wastewater treatment plan. Since neither the County nor any other public agency currently provides wastewater service to the proposed project site, the Sobel Project has requested a Will Serve Letter from the City to construct a new line to connect to and receive service from its wastewater collection and disposal system.

The City is currently negotiating an Extraterritorial Wastewater Service Agreement (the “Service Agreement”) with the proponent of the Sobel Project to establish the terms by which the City will grant a Will Serve Letter for the Sobel Project to construct a new line to connect to and receive service from its wastewater collection and disposal system.

Provided the Sobel Project is constructed, the City intends to annex the Sobel Project land area and lands within Target Area K (“Annexation Area”). As stated in the 2019 Addendum, the City
would be the lead agency for the annexation application to LAFCO for the Annexation Area as shown in Figure 1.

SCOPE OF WORK

The following describes specific components to be included in the scope of work. The City is open to suggestions other than or in addition to those listed which facilitate the completion of the project or improve project outcomes. It is anticipated that the final scope of work will not be approved until the final contract is executed with the selected consultant and the scope has been further refined as determined by City staff and the consultant.

The Community Development Department will provide the Consultant with the following: background information and copies of relevant reports, plans and data; publication and mailing of all public notices; staff participation in the review and comment of project draft documents, staff attendance at public meetings and facilitation of stakeholder and community meetings, and final approval of staff reports and resolutions. Other departments will be involved as well in the review and comment of draft documents. A designated city project manager will coordinate the internal review process upon delivery of draft documents by the Consultant.

Work products must be provided electronically in Word and pdf formats with changes provided in track changes. Consultant is to provide all new maps in ArcGIS or a compatible format, and any digital illustrations and figures in an editable format, so that all work produced by the consultant can also be manipulated and reproduced by City GIS staff without any technical or conversion problems.

I. CEQA Compliance – Environmental Impact Report and Technical Studies

The amount of work needed to complete the CEQA compliance will require a multi-disciplinary approach with experience in land use planning, general plan and land use law, CEQA, Civil Engineering, traffic and circulation, hydrology, noise, air quality, resource management, public services, community participation and public relation techniques, GIS, and graphic arts, as well as other areas of expertise.

This section provides general direction as to what the City envisions to be included in a scope of work. The scope should not be considered completely comprehensive and it is expected that it will be refined based on consultant experience and expertise with these documents. The proposal shall specifically indicate what procedures and methodologies the Consultant intends to use in undertaking each phase of work. Descriptions shall be in sufficient detail to permit evaluation of the relative merits of the analysis and procedures. The RFP is not meant to exclude the suggestions or ideas the consultant may have to improve the CEQA compliance process described, to achieve consistency, comprehensiveness, and to satisfy legal requirements. The Consultant, in drafting the proposal, should suggest changes to the requirements and procedures as outlined this document, if deemed appropriate.
Unless otherwise noted, the Consultant is responsible for the completion of all work tasks noted below:

**Task 1: Project Kickoff, Coordination and Management**

The Consultant shall be responsible for project management and logistics for the Environmental Impact Report document. The Consultant will be expected to:

1. Attend a kick-off meeting, coordinated by City staff (the City’s Project Manager) between the project team (City staff, the Consultant and others, as applicable). In advance of this meeting, the Consultant is to prepare a detailed work program for review by the project team at the meeting, including a detailed schedule/timeline for the completion of each task.
2. Coordinate with relevant County, State and local responsible Agencies.
3. Attend staff coordinated bi-weekly phone call with project team to ensure the project remains on-task and budget. Review follow-up meeting notes reflecting the completion status of each task and any actionable items in accordance with the project.
4. Participate in periodic phone calls, with the City’s Project Manager and Consultant (upon the initiation of either party) on an as needed basis to address any issues that arise between project team meetings.
5. Subcontract as needed with other consultants in specific disciplines and manage any subcontracts including, but not limited to, editing and integration of sub-consultant work to ensure consistency of format, management of time schedules and billing, insurances, etc.

*Recommended Minimum Deliverables:*

- Detailed work program (schedule and timeline)
- Detailed budget tracking document
- Monthly invoices and progress reports
- Management of subcontract agreements

**Task 2: Environmental Studies and Analysis**

It will be the Consultant's responsibility to prepare a comprehensive environmental impact report tiering off of the EDE Final Program EIR. The consultant shall be responsible for the procedural steps, as appropriate, including the preparation of the Project Description, Initial Study, Notice of Preparation, Notice of Availability, Notice of Completion, Response to Comments, Facts and Findings and Statement of Overriding Considerations (if necessary).

The City shall review and approve the above referenced documents prior to distribution by the consultant. With the support of the consultant, City staff will also schedule and hold appropriate public hearings on the draft documents, including at the Planning Commission and City Council. City staff will be responsible for the distribution of the environmental documents for public review and comment except for those required to be transmitted to the State Clearinghouse and Office of Planning and Research (OPR), which will be the responsibility of the consultant.

The EIR must be a legally defensible document and meet all requirements as stipulated by the California Environmental Quality Act, as amended. The EIR must also provide discussion and
analysis for all other issues identified in the Initial Study, as well as those developed through scoping sessions and the "discovery process" resulting from development of the Specific Plan and EIR. As previously indicated the City envisions using a “tiering approach” in accordance with CEQA Guidelines 15152 by referencing the previously certified 2017 EDE Final Program EIR. The scope of work should assume the consultant will describe and analyze up to three alternatives; as well as the No Project alternative.

The EIR is expected to be user friendly, concise and written in a manner easily understood by the public. A technically accurate document is essential, but the City also requires the document to be easy to use. The document text must clearly indicate where supporting documentation/evidence for conclusions, policies or synopsis of data is found.

A. Initial Study and Scoping Meeting
In regard to scoping sessions, the consultant shall meet individually with and solicit comments by mail or email from representatives of all responsible, affected and trustee agencies to identify range of issues, actions, alternatives, potential and significant environmental effects and potential mitigation measures. The Consultant will prepare a project description and distribute the Initial Study and NOP. Consultant will lead the Scoping Meeting and summarize comments received at the meeting and provide recommendations on how to respond and address concerns raised through the environmental review process.

Recommended Minimum Deliverables:
• Notice of Preparation including Project Description and Initial Study
• Initial Study
• Scoping Meeting facilitation
• Memo containing summary of comments and recommended response

B. Technical Study and Analysis
The Consultant shall undertake all technical existing conditions reporting, studies and analyses necessary to complete the EIR. This includes evaluation of tiering opportunities, identification of areas of further study required and conducting any additional technical studies necessary to support environmental review.

Recommended Minimum Deliverables:

Technical analyses necessary under CEQA guidelines including, but not limited to:
• Air quality and GHG
• Biological resources
• Cultural resources
• Hydrology
• Land use
• Noise
• Traffic and Circulation
• Other necessary studies identified in the Consultant’s proposal
C. Draft Environmental Impact Report
The Consultant shall prepare at least one administrative draft EIR for internal review and comment by City of Salinas staff. The Consultant will be responsible for drafting all section of the report, including traffic. City comments and edits will be incorporated by the Consultant and the Consultant shall prepare a draft Screencheck and Public Review EIR.

*Recommended Minimum Deliverables:*
- Administrative Draft EIR
- Screencheck Draft EIR
- Public Review Draft EIR (six printed copies)

D. Mitigation, Monitoring and Reporting Program (MMRP)
The Consultant shall prepare a MMRP for mitigation implementation that will be included as an appendix in the EIR pursuant to CEQA requirements. At a minimum, the MMRP must describe each mitigation measure, party responsible for implementation, party responsible for monitoring, anticipated capital costs, relationship to any project phasing, time frames for implementation, and provide a section for confirmation of implementation.

*Recommended Minimum Deliverables:*
- Administrative draft MMRP
- Final MMRP

E. Final Environmental Impact Report
The Consultant shall prepare a final EIR incorporating all response to comments and edits from the draft EIR. This will include a summary of changes made to the draft EIR.

*Recommended Minimum Deliverables:*
- Response to draft EIR comments
- Final EIR
- Draft and final findings of fact and statement of overriding consideration
- Resolution certifying EIR

F. Packaging for Submittal to State
In accordance with recent changes to state regulations, consultant shall finalize all documents, package them for submittal to CEQAnet and the State Clearinghouse, and other steps as necessary to complete certification.

*Recommended Minimum Deliverables:*
- Completion of required CEQA and State Clearinghouse forms
- Notice of Determination
- Final document package

G. Contingency
The proposal should include a contingency for unanticipated tasks which would require City of Salinas approval in advance of undertaking. Up to ten percent (10%) of total EIR proposal cost.
Task 3: Coordination/Consultation with Other Agencies

It will be the Consultant's responsibility to consult and coordinate with all appropriate governmental agencies at the federal, state, regional and local levels as deemed pertinent to the preparation of the EIR. This includes, but is not limited to:

- Tribal consultation in compliance with SB 18 and AB 52
- Monterey County Airport Land Use Commission
- Transportation Agency for Monterey County (TAMC)
- Monterey County Water Resources Agency
- Monterey Bay Air Resources District (MBARD)
- California Department of Transportation, Department of Fish and Wildlife
- Other state agencies, as appropriate
- City Public Works, Recreation-Parks, Police, Fire, Airport, Library, City GIS personnel and Finance Departments
- Monterey One Water
- Monterey-Salinas Transit (MST)
- Local Agency Formation Commission (LAFCO)
- Monterey County Public Works, Planning & Building, and Environmental Resources Policy Departments
- Association of Monterey Bay Area Governments (AMBAG)
- Monterey County Agricultural Commission
- United States Army Corps of Engineers
- All applicable school districts
- All applicable water districts
- Other public agencies, as appropriate

Deliverables:

- Draft Tribal Consultation letters
- Meeting agendas and materials
- Meeting notes and list of follow up actions

II. Technical Planning Support

Task 1: Project Application Review

Support City staff completeness and technical review of the applications submitted for the General Plan Amendment, Specific Plan, Pre-Zoning, Sphere of Influence and Annexation.

a. Processing activities include reviewing applications, drafting review comments, consistency analysis, and other technical recommendations

b. Support staff to prepare for and participate in meetings with applicant to review project application comments and response to comments.

Deliverables:
- Draft application review letter(s)
- Technical memos as requested

**Task 2: Public Hearing Preparation**
Support City staff with packaging and processing General Plan Amendment, Specific Plan, Pre-Zoning, Sphere of Influence and Annexation.

a. Draft staff reports, resolutions, ordinances and presentations for the Planning Commission and City Council.
b. Attend and participate in public presentations and hearings as appropriate. This will include, at a minimum, a presentation to the Planning Commission and the City Council.

**Deliverables:**

- Draft staff reports, findings, resolutions/ordinances, plus attachments, for Planning Commission and City Council.

**III. Graphics and Final Document Packaging**

**Task 1: Document Packaging**
Convert the final specific plan document from word/pdf into InDesign or similar layout software for final packaging and publishing to the City website. This may include graphic support and layout.

**Recommended Minimum Deliverables:**
- Final specific plan document in InDesign (or similar) software format and pdf.

**Optional Tasks**
Please provide costs for any optional tasks and for Consultant’s recommended additional optional tasks.

**QUALIFICATION PROPOSAL FORMAT**

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

1. Brief Cover Letter/Letter of Introduction
2. Executive Summary (maximum two pages)

3. Lead Project Contact
   o Name, title and telephone number of the prospective consultant’s designated lead contact person for communications pertaining to this proposal

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

5. Firm Experience and Qualifications
   o A general description of the services provided by the proposer’s firm and sub-consultant; the qualifications of each team member providing the requested services and their experience working with municipal departments, commissions, elected officials, and the community.
   o A list of representative projects completed by the firms and individuals proposed to work on this project that best exemplify the work requested in this RFP.
   o For each project reference, include the project name, the client contact, the client’s phone number and email, the dates the work was accomplished, and a brief description of the work accomplished.
   o Consultant and sub-consultant document samples for similar projects.

6. Scope of Work including Tasks and Deliverables
   o A narrative describing the approach and work plan, including any studies for completing the scope of work. On a per task basis the narrative should identify the designated team member(s) responsible for completing the work, specific deliverables, and the number of meetings attended.
Any additional suggestions Consultant believes would be valuable to include in this effort and any suggestions for further clarifying the scope or work and the usefulness of the product.

A signed copy of any addendum to this RFP shall be included in the proposal.

7. Budget Estimate

A detailed budget estimate in matrix form including the hourly rates and time commitments for all team members and sub-consultants by task for the project.

Denote any proposed optional tasks.

Include similar information for any sub-contractor.

A sample billing invoice. Invoices to include update on “percent complete” of each task.

8. Project Schedule

Include timeframe for completion of tasks, including milestone dates for primary deliverables.

Include discussion of where the project timeline may slip or is susceptible to delay if assumptions are not met relative to project task completion. As it is anticipated the project will have an assertive schedule, it is important for the City to understand the proposer’s expectations for City staff document review timeframes included in this schedule.

For project management purposes, the schedule should indicate how often there are meetings with City staff, as well as Commission and City Council meetings.

9. General Contract Requirements

Proof of Insurability. A brief statement or certificate of insurance from an acceptable insurance company setting forth that insurance coverage as required in the attached sample contract, at a minimum, will be available at the time of commencement of the project. The City reserves the right to request additional insurance coverages and amounts through the final Agreement negotiated between the City and consultant selected.

Concurrence with contract provisions. A brief statement that the proposer concurs with the provisions of the City’s standard contract as attached to the RFP. Under certain circumstances, and subject to the discretion of the City, some provisions of the contract may be modified upon final contract negotiations with the selected consultant.
It is the City’s sole desire to contract with a qualified, professional consultant that has the proven experience, resources, and professional expertise to deliver the requested document(s). A committee comprised of City staff members will conduct evaluation of the proposals. The initial screening will be based on an objective review of the proposal received based on the criteria set forth in this RFP.

Proposals will be evaluated according to qualifications, experience, capabilities, references, resources, scope, schedule, cost, current workload, and demonstrated competence in performing the work required (not necessarily in that order). The proposal needs to fully respond to items listed in this RFP; needs to constitute a team that is experienced and qualified to meet the requirements of this project based on relevant experience; and needs to demonstrate the ability and capacity to identify and plan specific tasks to complete the project in a professional manner on schedule and within budget. The City will select the consultant (or consultants) that best meet(s) the requirements put forth in the RFP. The following criteria will be considered in evaluation of proposals:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
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<tbody>
<tr>
<td>Demonstrated project understanding and scope of work and Consultant’s proposed methodology and familiarity with applicable practices and methodologies for the proposed work</td>
<td>25</td>
</tr>
<tr>
<td>Firm qualifications and demonstrated past experience, performance, and ability of to deliver high quality work for relevant projects of similar complexity in diverse, rural/urban communities</td>
<td>25</td>
</tr>
<tr>
<td>Team member qualifications and experience: adequate technical, financial, and staffing resources for completion of the scope of work within the proposed time schedule; demonstrated qualification of the project leader and assurance of his or her principal involvement in the project through completion.</td>
<td>20</td>
</tr>
<tr>
<td>Capacity and track record of delivering projects on time and within budget. Track record for meeting scheduled milestone dates, cost control, and quality of performance in previous contracts.</td>
<td>15</td>
</tr>
<tr>
<td>References from previous clients</td>
<td>10</td>
</tr>
<tr>
<td>Completeness of response, adherence to the requested format, and quality of submittal</td>
<td>5</td>
</tr>
</tbody>
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**PROPOSAL SUBMITTAL**

Proposal shall consist only of electronic materials; pages must be numbered. Submittals must be sent to:
Jill Miller, Project Manager  
jal.miller@ci.salinas.ca.us

All submittals shall be received no later than **Friday, March 25, 2022, at 5:00 pm**. Proposals received after 4:00 pm on the due date will not be reviewed. Upon receipt, all material submitted in response to this request become the property of the City of Salinas and may be considered public information pursuant to applicable law.

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**INQUIRIES**

There will be **no pre-submittal meeting** for this proposal. Any questions regarding this RFP may be emailed to Jill Miller, Project Manager at jill.miller@ci.salinas.ca.us by **5pm on Friday, March 4, 2022**. All submitted questions and responses will be posted on the City website www.cityofsalinas.org within one week of the close of the question period. No questions regarding this RFP will be answered over the phone. Proposers that contact City personnel or City Council members after the City releases the RFP shall be disqualified. All addenda shall become part of this RFP. A signed copy of any addendum shall be included in the proposal.

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**CITY PROCESS**

City staff will review and evaluate the submitted proposals based on the stated evaluation criteria. Staff will contact other agencies for feedback concerning previous work. It is expected that one or more firms will be invited for an interview, however it is the quality of the proposals received that will determine who will be invited to take part in an interview process. The City reserves the right to forgo the interview process and proceed directly to selection of the preferred firm (or firms) in the event that a proposal is deemed superior in content.

The City retains the right to select the qualified finalists. The staff recommendation will be based upon the quality of the proposal, including the experience of the proposed project team, project manager, and experience conducting similar type of work. The City anticipates entering into an agreement with the selected firm(s) based on a negotiated fee and a negotiated scope of work. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with the next highest ranked consultant. The City Manager will consider the staff recommendation and award the contract for the negotiated final scope of work pursuant to the Municipal Code, which may also include consideration by the City Council.

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**CONDITIONS AND RESPONSIBILITIES OF REQUEST**

1. **General Conditions.** The City of Salinas reserves the right to (1) reject any or all responses, (2) postpone award of the contract for a period not to exceed sixty (60) days
from the date replies are due, (3) waive informalities in the responses, and (4) take whatever action or make whatever decision it determines to be in the best interest of the City. All proposals will remain in effect and legally binding for at least sixty (60) days from the date of submission. A contract agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Selected Consultant.

The City reserves the right to request additional information from any and all prospective firms as deemed necessary by the City in order to evaluate the proposals. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

A prospective firm may withdraw their proposal at any time prior to the date and the time which is set forth herein as the deadline for submittal of proposals.

2. **Liability of Costs and Responsibility.** Each prospective firm submitting a proposal in response to this Request for Proposals agrees that the preparation of all materials and presentation for submittal to the City is at the prospective firm’s sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective firm.

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

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

3. **Standard Agreement.** A sample professional services agreement is attached for the proponent’s reference. It is the responsibility of the prospective consultant to be familiar with and accept the terms of this standard contract. In some instances, contract provisions can be modified after review and approval of the City during final contract negotiations. Overall, however, the provisions in this contract are those preferred by the City for the engagement of consulting services relating to this RFP. If any of the terms and conditions contained in the standard agreement are not agreeable, these should be identified specifically, otherwise it will be assumed that the Consultant is willing to enter into the agreement as it is written. Failure to identify contractual issues can be a basis for City to disqualify a consultant.

4. **Insurance.** Consultant shall, throughout the duration of the project, maintain comprehensive general liability and property insurance covering all operations of Consultant, its agents and employees, performed in connection with the project in the
amounts and in the types of coverages shown in the sample professional services agreement.

5. **Non-Discrimination/Non- Preferential Treatment.** The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City contracts.

6. **Rights to Submitted Materials.** All proposals and related correspondence, reports, charges, schedules, exhibits and other documentation submitted with the proposal will become the property of the City and a matter of public record. All documents submitted in response to this RFP will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to these disclosure requirements. Any information that a prospective consultant considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL; NOT PUBLIC RECORDS." During the selection process, the City will keep such information confidential and will not disclose it except as may be required under applicable law, including the California Public Records Act. This means that, depending on the nature or timing of the request, or future court decisions, that information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to the Consultant if not selected. Budgets and cost proposals submitted by proposers shall not be considered confidential or proprietary and may be subject to disclosure.

7. **Prohibition of Gifts.** City staff and officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the Agency, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Proponents and Selected Consultant should not offer any gifts or souvenirs, even of minimal value, to City officers or employees.

### ATTACHMENTS

1. City of Salinas Agreement for Professional Services Template
2. Figure 1: Annexation Area
3. Figure 2: Specific Plan Area

### DETAILED TIMELINE
Proposal Due: March 25, 2022
Rating and Ranking of Proposals: March 28-April 8, 2022
Interviews with Finalists: April 25-29, 2022
Award of Contract: June 14, 2022
Project Completion: June 14, 2024
Attachment 1 Agreement for Professional Services Template

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

THE CITY OF SALINAS AND ______

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this ____ day of ______, 2022, between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”), and ________, a _______________ (hereinafter “Consultant”).

RECITALS

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

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

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. Scope of Service. The project contemplated and the scope of Consultant’s services are described in Exhibit B, attached hereto and incorporated herein by reference.

2. Term; Completion Schedule. This Agreement shall commence on _______, and shall terminate on ________, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

3. Compensation. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of [or as set forth in Exhibit B]. The total amount of compensation to be paid under this Agreement shall not exceed ________.

4. Billing. Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

   A. A brief description of services performed;
   B. The date the services were performed;
   C. The number of hours spent and by whom;
   D. A brief description of any costs incurred; and
E. The Consultant’s signature.

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

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

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

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

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

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

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

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

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

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

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

10. **Indemnification and Hold Harmless.**

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

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

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

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

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

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

16. Termination.

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

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

2. For any reason whatsoever.

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Notices.**

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

[Contact Information for Consultant including Title, Address, Email, and Phone #]

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SALINAS

____________________________
Kimbley Craig
Mayor

APPROVED AS TO FORM:

____________________________
Christopher A. Callihan
City Attorney

ATTEST:

____________________________
Patricia Barajas
City Clerk

CONSULTANT

____________________________
By (Printed Name): ___________________
Its (Title): ___________________________
Exhibit A

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. Commercial General Liability (“CGL”): Insurance Services Office Form (“ISO”) CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than $1,000,000 per accident for bodily injury and property damage.

C. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

D. Professional Liability (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate per policy period of one year.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

**Primary Coverage**

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

**Notice of Cancellation**

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

**Waiver of Subrogation**

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

**Self-Insured Retentions**

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

**Acceptability of Insurers**

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

**Claims Made Policies**

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.
Figure 1 – Annexation Area
Figure 2 – Specific Plan Area