

**PROFESSIONAL SERVICES AGREEMENT**  
**for the**  
**Wayfinding Sign Program Project**

**THIS AGREEMENT** is executed this 11 day of January, 2016, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and Hunt Design Associates, Inc., (hereinafter "Consultant"), collectively referred to herein as the "parties".

**WHEREAS**, the City wishes to engage Consultant to perform the services required by this Agreement; and,

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

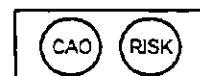
**WHEREAS**, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. SERVICES**

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: design wayfinding signs, placement plans and phasing and prepare construction documents for the City of Monterey Wayfinding Program as further described in the City's Request for Proposals ("RFP") dated September 30, 2015 attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated November 9, 2015, attached hereto as Exhibit "B". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B"). The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

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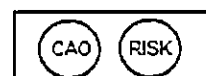


- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

## 2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed One Hundred and One Thousand Seven Hundred and Fifty Dollars (\$101,750.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
  - ii. Invoice number and date;
  - iii. A brief description of services performed for each project phase and/or task;
  - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
  - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
  - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
  - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;

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- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16<sup>th</sup>) day of each month for services performed in the preceding month. The 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, the 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 not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").

E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

F. **Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. **AGREEMENT TERM**

- A. **Term.** The work under this Agreement shall commence on the effective date of the Notice to Proceed and shall be completed by December 31, 2016 unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

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- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

#### 4. **CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS**

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".

B. **Substitution of Employees or Subconsultants:**

- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
- ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
- iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.

- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.

- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City: Consultant is not, and must not claim to be, an agent of the City.

E. **Independent Contractor:**

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. **REPRESENTATIVES AND COMMUNICATIONS**

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Andrea Renny, PE, PTOE  
Title: Associate Civil Engineer  
Address: 580 Pacific Street, Room 7, Monterey, CA 93940  
Telephone: (831) 646-3473  
Email: renny@monterey.org

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Wayne Hunt, PE



Title: Project Manager  
Address: 25 N Mentor Avenue, Pasadena, CA 91106  
Telephone: (626) 793-7847  
Email: wayne@huntedesign.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

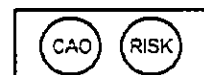
## 6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate



extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.

## 7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:

- 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

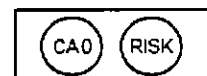
or

- 2. an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
- iii. The general liability and auto policies shall:

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1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. 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 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
  2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
  3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
  4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
  - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
  - vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
  - vii. 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.



- viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

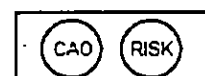
## 8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

## 9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet

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the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

## 10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall

compensate Consultant for the actual costs related to the production of such copies by Consultant.

## 11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

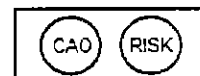
## 12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;

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- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;
- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

### 13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

### 14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant

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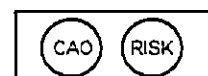
defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

B. **Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

C. **Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
  1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
  2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.



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

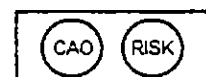
## 15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

## 16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release**. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure**. Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings**. The 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: The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any

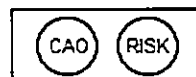
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Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

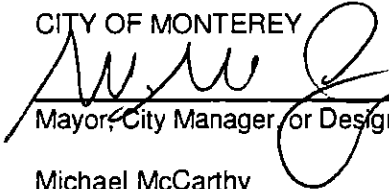
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

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

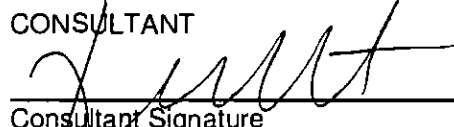
CITY OF MONTEREY

  
\_\_\_\_\_  
Mayor, City Manager, or Designee Signature

Michael McCarthy  
Printed Name

City Manager  
Title

CONSULTANT

  
\_\_\_\_\_  
Consultant Signature

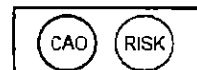
Wayne Hunt  
Printed Name

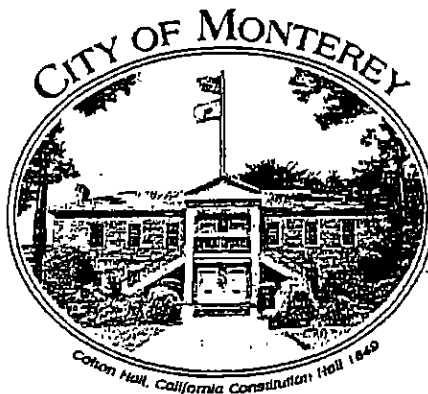
Project Manager & Founding Principal  
Title

Hunt Design Associates, Inc.  
Consultant Legal Company Name

Exhibit "A"	Request for Proposals
Exhibit "B"	Proposal
Exhibit "C"	Fee Schedule
Exhibit "D"	Project Schedule
Exhibit "E"	Key Employees and Subcontractors

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**CITY OF MONTEREY  
REQUEST FOR PROPOSAL**

**TO PROVIDE**

**Wayfinding Sign Program**

**September 30, 2015**

Approved By:

A handwritten signature in black ink, appearing to read "Rich Deal", is written over a horizontal line.

Rich Deal, P.E., T.E., PTOE  
*City Traffic Engineer*

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CITY OF MONTEREY  
REQUEST FOR PROPOSAL  
TO PROVIDE

Wayfinding Sign Program

1. INTRODUCTION

The City of Monterey is seeking proposals from qualified firms to prepare a comprehensive proposal for professional services to design wayfinding signs, placement plans and phasing and prepare construction documents for:

- City of Monterey Wayfinding Program

2. PROJECT DESCRIPTION

This project will include a final Wayfinding Sign document that includes branding, sign design, destination protocol, outreach, implementation phasing plan, cost estimates, sign placement and schematic designs. It will also include a design intent package.

3. SCOPE OF WORK

- Attachment A describes the proposed scope of work to be performed.
- Attachment B contains a copy of the City of Monterey's standard Professional Services Agreement, which includes the City's standard terms and conditions and insurance requirements applicable to the performance of this work.
- Consultant will take minutes of meetings and briefings, and report on consensus established for major issues.

Note: All drawings, reports, data, computer files, design, photoshop files, vector files, logos, maps, plans, specifications, calculations, and studies prepared by the consultant shall become the property of the City, with the City able to enjoy all rights of ownership including reproduction and small modifications of the same.

4. THE CITY WILL NOT EXPECT THE CONSULTANT TO:

- A. Obtain permits from other government organizations, but will assist in the preparation of any needed applications/forms.

5. MINIMUM PROPOSAL CONTENT

Firms wishing to be considered for this contract should submit, as a minimum, the following:

A. Technical Proposal

1. Relevant experience, both of the firm and the personnel assigned to this project.
2. Specific projects that the firm and assigned personnel have worked on within the past three years, with contact names and phone numbers of the clients.
3. A list of sub-consultants to be used, if any, and their expertise as called for in paragraphs (1) and (2) above.
4. A description of methodology, techniques, and procedures for each of the scope of work as identified in attachment A.
5. Current Work Load - A brief outline of the firm's current workload, staffing and ability to provide a timely submittal.
6. A description of how the firm will utilize its resources to start and complete projects in a timely manner.
7. The consultant will be expected to execute the City's standard Agreement for Services.

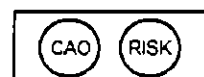
Attachment C describes the required format and content for the proposal. Please review this attachment closely and comply with the directions and suggestions it contains. The ability of the consultant to clearly and concisely convey information will be considered in the review process.

B. Fee Schedule

1. Provide the fee schedules for your firm and proposed sub-consultants, which include an hourly rate for each category of employee (i.e., Principal, Project Manager, etc.); and fee for related support costs (mileage, blueprint, reproduction, etc.).

6. SUBMITTAL REQUIREMENTSA. Proposals

Five (5) originals of the technical proposal and one electronic copy in CD format are to be submitted in one envelope or package clearly marked on the exterior as to this solicitation, technical proposal, and due date and time. Your proposal should at least elaborate on all the services that your firm offers (even if not specifically asked for in this Request for Proposal) and, if appropriate, the number of staff and their individual qualifications that are assigned to each area of services offered. Include any samples of work relevant to this project. Two (2) copies of the fee schedules must be in a separate envelope or package, clearly marked as the fee schedule for this solicitation, with the due date/time.

B. Due Date/Time

Proposals will be received by the City's Engineering office **until 2:00 p.m., November 9, 2015**. Submit to:

Andrea Renny, P.E., PTOE  
Associate Civil Engineer  
City of Monterey Engineering  
580 Pacific Street, Room #7  
Monterey, CA 93940

## 7. PROCEDURES AND EVALUATION OF PROPOSALS

It is the intent of the City to select a firm based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives while incorporating innovative and cost effective methods.

### A. Evaluation Criteria

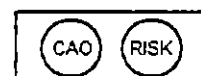
An evaluation committee of City staff will review and evaluate technical proposals against the following criteria:

1. Understanding of the City's Goals and objectives Unique Nature:  
Based on the information provided by the City and past experience in Monterey, does the proposer understand the unique nature of many of the peninsula's neighborhoods and districts?
2. Staff: Do the qualifications of key personnel to be assigned to work on City projects have the knowledge and understanding to ensure compliance with existing (ADAAG) and proposed (PROWAG) guidelines and the CA MUTCD? Do assigned personnel have the requisite education, experience, and professional qualifications to successfully complete this project in a timely fashion
3. Familiarity with Locality: Does the firm have familiarity with the peninsula and the area required for successfully completing projects? How close are the firm's permanent offices to the Monterey Peninsula? (Preference is to local or near-local firms).
4. Specific Management Approach: How does the proposer intend to achieve the City's time goals for projects? How will the firm apply its management techniques and resources? Has the firm provided sufficient assurance that projects will be started and completed in a timely manner?

5. Experience: Has the proposer demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
6. Organization: Are the qualifications of the firm's personnel suitable for the anticipated projects; and, does the firm's organizational structure show sufficient depth for its present workload? Is the level of staffing sufficient to produce quality work in a timely manner?
7. Reputation: Are the firm's references from past clients and associates favorable; and, does the firm show financial and operational stability?
8. Services Offered: Does the firm offer the breadth and quality of services required for the project?

B. Procedures

1. At the completion of the review process, proposers will be ranked based upon the criteria described in 7A and the City will select the highest ranked firm; or, at the City's discretion, the most highly qualified companies will be used to establish a "short list" of finalists.
2. Should the City elect to establish a "short list", firms on the short list will be asked to formally present their proposals in Monterey and respond to interviewer questions. The interview panel will be the evaluation committee. The presentation and interview session will not exceed one hour per proposer.
3. Following presentations/interviews, the evaluation committee will complete its ranking. To determine a fair and reasonable price, the sealed fee proposals of all the responsive proposers will be opened, and price negotiations will commence with the highest ranked firm. If the fees are mutually agreed upon after negotiations, then the firm will receive the contract. If no agreement can be reached as to price with a firm, then that firm will be excused, and the price proposal of the next ranked firm will be negotiated.
4. Following successful negotiations, contracts valued at \$40,000 or more must be awarded by the City Council.
5. The City of Monterey reserves the right to reject any and all proposals and to reissue its request for proposals. The City reserves the right to cancel the project at any point and pay the consultant only for costs incurred to that point and for work



completed which is usable by the City as determined by the City.

C. Prior Reports

Attachment D contains links to the City of Monterey Planning Documents.

D. Schedule

The anticipated schedule for this project is as follows:

Release of RFP.....	October, 2015
Receipt of Proposals .....	November, 2015
Review, rate proposals, interviews & negotiate fee.....	November, 2015
City Council Award.....	January, 2016
Consultant signature and documentation.....	January, 2016
Kickoff meeting.....	February, 2016

8. POINT OF CONTACT

Interested firms desiring additional information are asked to call the City of Monterey's Engineering Office, 580 Pacific, Monterey, CA 93940 at (831) 646-3473.

Point of contact: Andrea Renny, P.E., PTOE, Associate Civil Engineer.  
Proposers shall not contact other City staff members for information regarding this Project; all questions must be initiated with Ms. Renny.

9. GENERAL INFORMATION

A. The period of service required will be three years from the date of the "On Call" contract. The negotiated fee schedule shall remain in effect throughout the duration of the contract.

B. CONFIDENTIALITY OF CONSULTANT PROPOSALS

All proposals received shall be public records, with the exception of those elements of any proposal which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the California Public Records Act or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold City harmless for any such disclosure.

C. See the attached form of contract for insurance and indemnification requirements: Proposers should consider the cost of carrying the insurance required by the attached agreement.

## ATTACHMENT A

### PROPOSED SCOPE OF WORK FOR WAYFINDING SIGN PROGRAM

#### **Introduction:**

The City of Monterey is seeking proposals for the creation of a City-wide, multi-modal wayfinding program that communicates our community brand and provides wayfinding for pedestrians, cyclists and vehicles. This Request for Proposals (RFP) excludes sign fabrication, installation, or construction administration.

The City of Monterey attracts visitors from across the world and is well known for its many special events. In 2013, the Monterey Aquarium alone had 1,883,671 visitors. It is estimated that 4 million people visit Monterey each year.

The city's Multi Modal Mobility Plan emphasizes walking and biking opportunities. The Downtown and North Fremont specific plans, and draft Waterfront Master Plan and Lighthouse Specific Plan all require Wayfinding programs that provide an identity for each business district and tie in to citywide routes and destinations.

The following City of Monterey logo can be used as a component of the design.



#### **Scope of Work:**

The consultant shall address each task in detail and the proposed approach.

1. Perform background review and analysis of existing conditions
2. Conduct project kick-off and field review
3. Identify process for destination priority
4. Identify Wayfinding Program branding identity and guidelines to include:
  - a. Logos
  - b. Fonts

- c. Color scheme
  - d. Materials
5. Identify sign elements to include:
    - a. Bike
    - b. Pedestrian
    - c. Gateway
    - d. Banners
    - e. Vehicle
  6. Prepare conceptual design options
  7. Provide sign placement plan
  8. Conduct stakeholder and public meetings (budget for 6 meetings)
  9. Preferred design development to include:
    - a. Color schemes
    - b. Fonts
    - c. Sign shapes and sizes
    - d. Logo placement
  10. Utilize the input provided by staff and the public process and prepare draft and final Wayfinding Program
  11. Prepare detailed cost estimates
  12. Prepare detailed map with sign locations
  13. Present to City Council
  14. Prepare final Wayfinding Document for Council approval
  15. Prepare sign specifications and design intent package
  16. Identify program phasing and realistic potential funding strategies
  17. Provide an electronic and twenty printed and bound, full color copies of the final Wayfinding Program
  18. Provide an electronic version of the sign specifications and design intent package

**PROFESSIONAL SERVICES AGREEMENT  
for Design Services for  
Wayfinding Sign Program**

**THIS AGREEMENT** is executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the CITY OF MONTEREY, a municipal corporation, (hereinafter "City"), and [Name of Consultant], (hereinafter "Consultant"), collectively referred to herein as the "parties".

**WHEREAS**, the City wishes to engage Consultant to perform the services required by this Agreement; and,

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

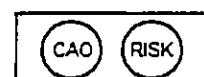
**WHEREAS**, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

**1. SERVICES**

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following services: [insert general description of the scope of work], as further described in the City's Request for Proposals ("RFP") dated [insert date of RFP] attached hereto as Exhibit "A", and Consultant's Proposal ("Proposal") dated [insert date of Proposal], attached hereto as Exhibit "B" [OPTIONAL LANGUAGE IF NEW SCOPE HAS BEEN CREATED DURING NEGOTIATIONS: and Final Negotiated Scope of Services ("Final Scope") attached hereto as Exhibit "C". In case of any conflict between these documents, it is the express intent of the parties hereto that the order of precedence and controlling language shall be in the following order: No. 1 this Agreement; No. 2 the City's Request for Proposals (Exhibit "A"); No. 3 Consultant's Proposal (Exhibit "B") [or, No. 3 Final Negotiated Scope (Exhibit "C")] [add additional items if applicable, No. 4 – X, insert Exhibits sequentially in the order controlling terms should apply]. The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services they will perform, as further set forth in this Agreement and attachments hereto.
- B. **Amendment of Services.** The City may, from time to time, by written notice to Consultant, make changes to the Scope of Services as defined in Section 1.A above, and Consultant shall carry out the Services subject to such changes, within the time limits agreed to by the parties. The compensation and/or Project Schedule shall be increased or decreased by written amendment to this Agreement ("Amendment"), signed by the City and Consultant, prior to commencement of any such changes of the Services, however any change in Scope or increase in compensation beyond the Scope or compensation limits amount approved by the Monterey City Council shall be authorized and approved in advance by Council. The City shall not be liable to pay

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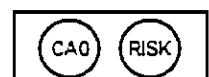


additional compensation to Consultant for any additional services performed without a prior written Notice to Proceed with these amended services.

- C. **Supplemental Services.** Consultant shall, if requested in writing by the City, perform supplemental services at the hourly rates set forth in the Fee Schedule attached hereto as Exhibit "C". Consultant shall not provide any supplemental services in excess of the Scope of Services under this Agreement without a prior written Notice to Proceed with these supplemental services. All other terms of this Agreement shall apply to any authorized supplemental services.

## 2. COMPENSATION

- A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, an hourly fee as set forth in Consultant's Fee Schedule (Exhibit "C"), in a total amount not-to-exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00). Such compensation shall be considered the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule shall include, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until such time as the Services have been satisfactorily performed.
- B. **Invoicing.** Consultant shall submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 herein. Invoices shall be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City shall provide invoicing format upon request. Except as specifically authorized by the City, Consultant shall not bill the City for duplicate services performed by more than one person. Consultant's invoices shall include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number (when applicable) and City's Project Code(s) for each project;
  - ii. Invoice number and date;
  - iii. A brief description of services performed for each project phase and/or task;
  - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Amendments, if any;
  - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Amendments, if any;
  - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;



- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- viii. The amount due for the period covered by this invoice for each phase, task and/or item, including the total amount, with the same for approved Amendments, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task and/or item for the agreed total compensation and approved Amendments, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant invoices, including hourly breakdowns when requested by City, vendor invoices and reimbursable invoices.

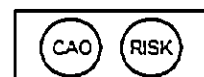
Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. Consultant shall submit invoices to the City on or before the sixteenth (16<sup>th</sup>) day of each month for services performed in the preceding month. The City shall make payment on each such invoice 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, the 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 not be obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Fees.** The City may increase or decrease the Maximum Authorized Expenditure by issuing an Amendment to the Agreement in accordance with Section 1.B "Amendment of Services" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant shall so advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City shall not be obligated to make any payment of additional compensation to Consultant.
- D. **Hourly Rates.** Unless noted elsewhere in this Agreement, payment for all authorized services, including payment for authorized supplemental and on-call, as-needed services, shall be made by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C").

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E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods shall be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C"). All reimbursable expenses shall be considered as included within the Maximum Authorized Expenditure. Consultant shall be solely responsible for payment to subconsultants and vendors of services or goods, and the City shall not be responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.

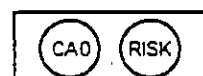
F. **Audit and Examination of Accounts:**

- i. Consultant shall keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
- ii. Any audit conducted of books of records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- iii. Consultant hereby agrees to disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any City of the County of Monterey, the County of Monterey or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant shall include the requirements of Section 2F, "Audit and Examination of Accounts", in any and all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals or claims shall be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

### 3. AGREEMENT TERM

- A. **Term.** The work under this Agreement shall commence [start date of contract] and shall be completed by [end date of contract] unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that shall survive the termination or completion of this Agreement. Consultant shall perform any supplemental or on-call services as set out in Section 1.C, "Supplemental and On-Call Services", in a timely manner or in accordance with the agreed upon Project Schedule, completion dates or time periods.
- B. **Timely Work.** Consultant shall perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is hereby deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

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- C. **Project Schedule.** If applicable, services shall be completed by Consultant in accordance with the Project Schedule attached hereto as Exhibit "D". The parties may, from time to time, by Amendment, alter the Project Schedule. Consultant shall provide the Services pursuant to the Project Schedule or any applicable Project Schedule Amendment. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant shall immediately notify the City in writing and provide a revised Project Schedule for review and consideration by City.

[THE FOLLOWING PARAGRAPH TO BE INCLUDED IF A PROJECT SCHEDULE IS NOT REQUIRED BUT SPECIFIC PROJECT DATES ARE KNOWN OR REQUIRED]

If a Project Schedule is not required, Consultant shall perform the Services under this Agreement in accordance with the following phase, task and/or milestone dates:

[List phase, task, milestone, funding, design, design review, construction and other deadline dates as applicable]

- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, the City shall issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete those Services within the agreed time period specified in said notice. Consultant shall not proceed with any of the Services unless they have received a Notice to Proceed from the City.

#### 4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant shall perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto as Exhibit "E".
- B. **Substitution of Employees or Subconsultants:**
- i. Consultant shall not substitute any key employee or subconsultant listed in Exhibit "E" without the prior written approval of the City, such approval shall not be withheld unreasonably. The City shall not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
  - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant shall, on written request from the City, replace such employee or subconsultant. Consultant shall, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.



- iii. Regardless of whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City shall not be liable to pay additional compensation to Consultant for any replacement or substitution.
- C. **Sub-agreements with Subconsultants.** Consultant shall incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant shall be fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
  - i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City shall not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for herein. Consultant shall be solely liable for the work quality and conditions of any partners, employees and subconsultants.
  - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

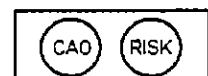
## 5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

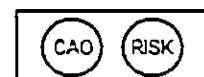
Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as set forth herein as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, shall be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

## 6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and Indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.



Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

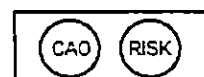
[INSTRUCTIONS FOR CITY OF MONTEREY STAFF MEMBER RESPONSIBLE FOR CONTRACT: THIS IS AN ALTERNATE PROVISION THAT REPLACES THE ABOVE LANGUAGE (FIRST THREE PARAGRAPHS) IF YOUR CONSULTANT IS A DESIGN PROFESSIONAL. IF THE CONSULTANT IS NOT A DESIGN PROFESSIONAL, DELETE THIS BRACKETED TEXT. A DESIGN PROFESSIONAL, FOR EXAMPLE, INCLUDES AN ARCHITECT; LANDSCAPE ARCHITECT; PROFESSIONAL ENGINEER OR PROFESSIONAL LAND SURVEYOR (YOU CAN FIND MORE PRECISE DEFINITIONS AND CODE REFERENCES AT CALIFORNIA CIVIL CODE SECTION 2782.8(c)):

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees, if such claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant further agrees to indemnify the City for damage to or loss of City property to the proportionate extent they arise out of Consultant's negligent performance of the work associated with this Agreement or to the proportionate extent they arise out of any negligent act or omission of Consultant or any of Consultant's employees, agents, subconsultants, representatives, patrons, guests or invitees; if such claims arise out of, pertain to, or relate to the negligence,

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recklessness, or willful misconduct of Consultant, and excepting such damage or loss arising out of the negligence of the City.]

## 7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will either maintain or cause to be maintained professional liability coverage in full force or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:

- i. All insurance required under this Agreement must be written by an insurance company either:

- 1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

- 2. an insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement shall state that coverage shall not be canceled, except with notice to the City.
- iii. The general liability and auto policies shall:
  - 1. Provide an endorsement naming the City of Monterey, its officers, officials, employees, and volunteers as additional insureds. General liability coverage

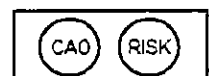
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can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Monterey shall be excess to the Consultant's insurance and shall not contribute with it.
  3. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
  4. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City of Monterey Risk Management Office. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
  - v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. All coverage available to the Consultant as named insured shall also be available and applicable to the additional insured. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.
  - vi. All policies shall be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event shall any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
  - vii. 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.
  - viii. Consultant shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein.

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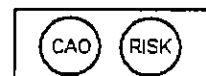
## 8. PERFORMANCE STANDARDS

- A. Consultant acknowledges and agrees that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, competent have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants shall perform all Services in a safe and skillful manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices, and all work product of Consultant shall comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also acknowledges and agrees that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee shall perform evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

## 9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City shall make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

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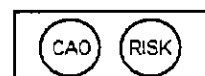
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services shall be and remain with Consultant.

## 10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.
- C. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** It is understood and agreed that the provisions contained in Section 10, Ownership and Use of Materials, shall survive the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant shall provide such additional copies, and the City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

## 11. CONFIDENTIALITY

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- A. **No Disclosure.** Consultant shall keep confidential and shall not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant shall not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant shall promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant shall not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received shall be public records, with the exception of those elements which are identified by the consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or otherwise by law, the City shall not be liable or responsible for the disclosure of any such records and the consultant shall indemnify, defend, and hold the City harmless for any such disclosure.

## 12. CONFLICT OF INTEREST

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code (Resolution No. 12-173 C.S. and any amendment thereof) unless a written determination by the City Manager is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they shall conduct their duties related to this Agreement with impartiality, and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. Shall not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. Shall not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the



Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant shall promptly declare it to the City, and;

- E. Shall not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

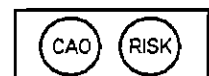
### 13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties shall make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to an Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager shall make reasonable efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter shall be promptly referred to the City's Deputy City Manager of Plans and Public Works or designee, and the Consultant's Principal, who shall meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the Deputy City Manager of Plans and Public Works pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation shall not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within the City of Monterey.
- D. **Legal Action/Claims.** Consultant may not bring legal action against the City to resolve a Dispute as set forth herein until it has exhausted its administrative remedies as set forth in subsections B and C above. All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6) and, if applicable, Monterey City Code Section 1-8.2 regarding claims against the City not otherwise governed by the Government Claims Act.

### 14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, shall not result in any penalty or other charges to the City, and may be

T00020-CA (v. 2.4 – 0708/2015).



issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
- ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
- iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
- iv. Fails to observe or comply with the City's reasonable instructions;
- v. Breaches the Conflict of Interest provisions of this Agreement; or
- vi. Otherwise violates any provision of this Agreement.

**B. Termination for Convenience.** The City may, at its option, terminate this Agreement, in whole or in part, at any time during the Agreement Term for the convenience of the City.

**C. Steps after Termination:**

- i. Upon termination of this Agreement by the City for any reason, the City shall pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
- ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant shall:
  - 1. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
  - 2. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. In the event this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

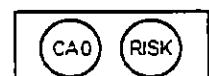


## 15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.
- B. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

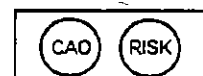
## 16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.
- B. **Acceptance of Services Not a Release**. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure**. Either party shall be absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings**. The 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. The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services". Any Amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.



- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement shall take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant shall obtain and maintain a valid City of Monterey Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

[INCLUDE THE FOLLOWING SECTION IF PSA IS FOR AN ON-CALL CONTRACT OR CONTAINS OPTION FOR ON-CALL WORK]



- O. **On-Call Agreements.** The amount of work (scope of services) to be requested during the Agreement term cannot be well defined at the outset. The Consultant agrees to perform the work on an on-call basis in such increments and at such times as shall be defined in written work requirements to be issued by the City as the need arises. The Consultant agrees that the offer to perform the work at the various rates as set forth in the Consultant's Fee Schedule (Exhibit "C") remains in effect for all work requirements issued by the City during the Agreement term or until the exhaustion of the Agreement funding limit, whichever occurs first. No minimum dollar value of work is guaranteed by the City.

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

## CITY OF MONTEREY

## CONSULTANT

\_\_\_\_\_  
Mayor, City Manager, or Designee Signature

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Consultant Legal Company Name

## [EDIT LIST OF ATTACHMENTS]

Exhibit "A"	Request for Proposals
Exhibit "B"	Proposal
Exhibit "C"	Fee Schedule
Exhibit "D"	Project Schedule
Exhibit "E"	Key Employees and Subcontractors



## ATTACHMENT C

### FORMAT AND CONTENT OF PROPOSAL

#### Format

Five (5) bound copies of the proposal are to be submitted along with one (1) electronic copy of the proposal on a CD in one envelope. The outside cover should state the firm's name and the title: "Wayfinding Sign Program." Two (2) copies of the cost proposal with fee schedule shall be enclosed in a separate, sealed envelope clearly labeled "Cost Proposal."

The required information shall be included in the text of the proposal and shall be presented in the order indicated. The submissions are subject to a limitation of fifteen (15) pages, excluding the cover letter. Additional information such as exhibits (which will not count against the page limit) may be attached. The City of Monterey makes no assurance that any non-requested additional information in exhibits will be reviewed.

The proposal should be indexed and tabbed according to the following sections. Information to include in each section is as follows:

#### Content

##### **Section 1 – The Firm:**

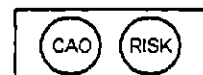
Provide one of the following:

- (1) A small company brochure, if available, or excerpts from a larger brochure, which focus only on the services under consideration in the proposal.
- (2) If the firm does not have such a brochure, prepare and include a brief (not to exceed three pages) narrative that focuses on the services under consideration in the proposal. Also include a description of the firm's staff size and makeup (by discipline type), in the office or offices in which the firm would propose to perform the work.

##### **Section 2 – Proposed Approach:**

A concise introductory section describing the size and makeup of the team performing the work and the approach recommended to perform the work. The approach should identify how to accomplish branding, destination approach, sign design, business district identity, sign design specifications and specific placement. Also identify the scale of the signs in relation to the targeted users.

Please address the Scope of Work as presented but include other approaches, items or considerations you feel are warranted. Explain in detail any innovative approaches that might be used on this project. The work plan should provide a tabular list of work tasks considered necessary to complete the scope of work together with the personnel and estimated staff time (in-house and consultants) to complete each task (personnel classifications, and estimated



hours). This work plan will be the basis for the equitable distribution of the cost, and include and identify the costs of performing this portion in the fee estimate/cost proposal (to be submitted in a separate, sealed envelope, accompanying the proposal). Include provision for City and Agency staff reviews and activities as considered necessary. If a sub-consultant is to perform a certain task, hours should be listed for that sub-consultant.

List up to three (3) similar services the firm has prepared for other entities. Briefly describe each plan's scope, highlighting similarities to the proposed scope of work. Provide client references for each of these consisting of name, address, and telephone number of the client project manager. Provide examples of similar work, sign designs, wayfinding plans, wayfinding sign placement maps, sign design packages.

Submit remarks and suggestions to each of the scope of work items contained in Attachment A, "Proposed Scope of Work". Other recommended tasks not listed in the proposed scope of work should be listed and explained.

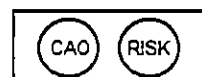
Provide a simple Gantt Chart Schedule or a CPM Schedule for performance of the work.

### **Section 3 – Resumes of Key Personnel:**

Include resumes for all key personnel identified above, clearly stating where each individual works and if they have worked with other proposed team members on previous projects.

### **Section 4 – Cost Proposal/Fees:**

Two (2) copies of the firm's cost proposal with fee schedule shall be enclosed in a separate, sealed envelope clearly labeled "Cost Proposal."



## ATTACHMENT D

### Wayfinding Sign Program

#### THE FOLLOWING REFERENCE DOCUMENTS AVAILABLE ONLINE

-City of Monterey Multi Modal Mobility Plan

[http://monterey.org/Portals/1/peec/genplan/13\\_0320%20Final%20Adopted.pdf](http://monterey.org/Portals/1/peec/genplan/13_0320%20Final%20Adopted.pdf)

-North Fremont Specific Plan

<http://monterey.org/en-us/Departments/Plans-Public-Works/Planning/Planning-Projects/North-Fremont-Specific-Plan>

-Downtown Specific Plan

[http://monterey.org/Portals/1/peec/workprogram/dsp/13\\_1023\\_CC\\_Approved\\_Downtown\\_SP%20for%20web.pdf](http://monterey.org/Portals/1/peec/workprogram/dsp/13_1023_CC_Approved_Downtown_SP%20for%20web.pdf)

-Lighthouse Area Plan

<http://monterey.org/Portals/1/peec/landuse/29.Lighthouse.AP.pdf>

-Draft Lighthouse Area Specific Plan

<http://monterey.org/en-us/Departments/Plans-Public-Works/Planning/Planning-Projects/Lighthouse-Area-Specific-Plan>

-Draft Waterfront Masterplan

<http://monterey.org/en-us/Departments/Plans-Public-Works/Planning/Planning-Projects/Waterfront-Master-Plan>

-Citywide inventory of existing guide signs is available upon request

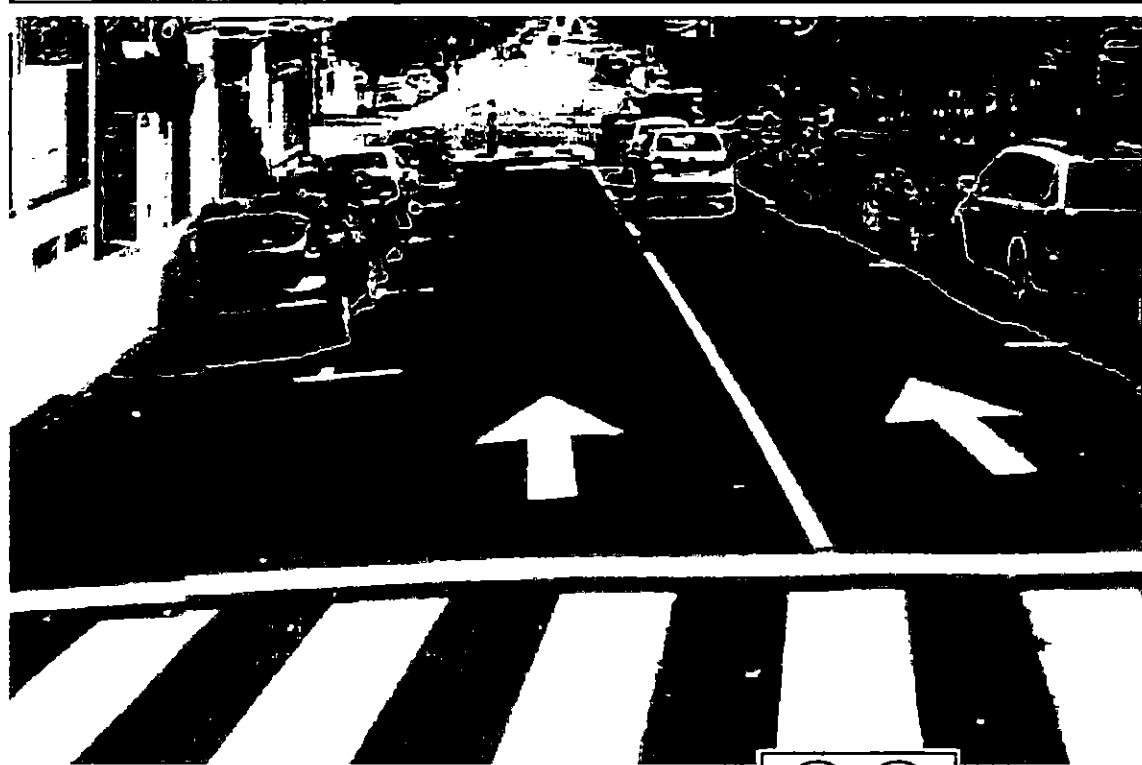
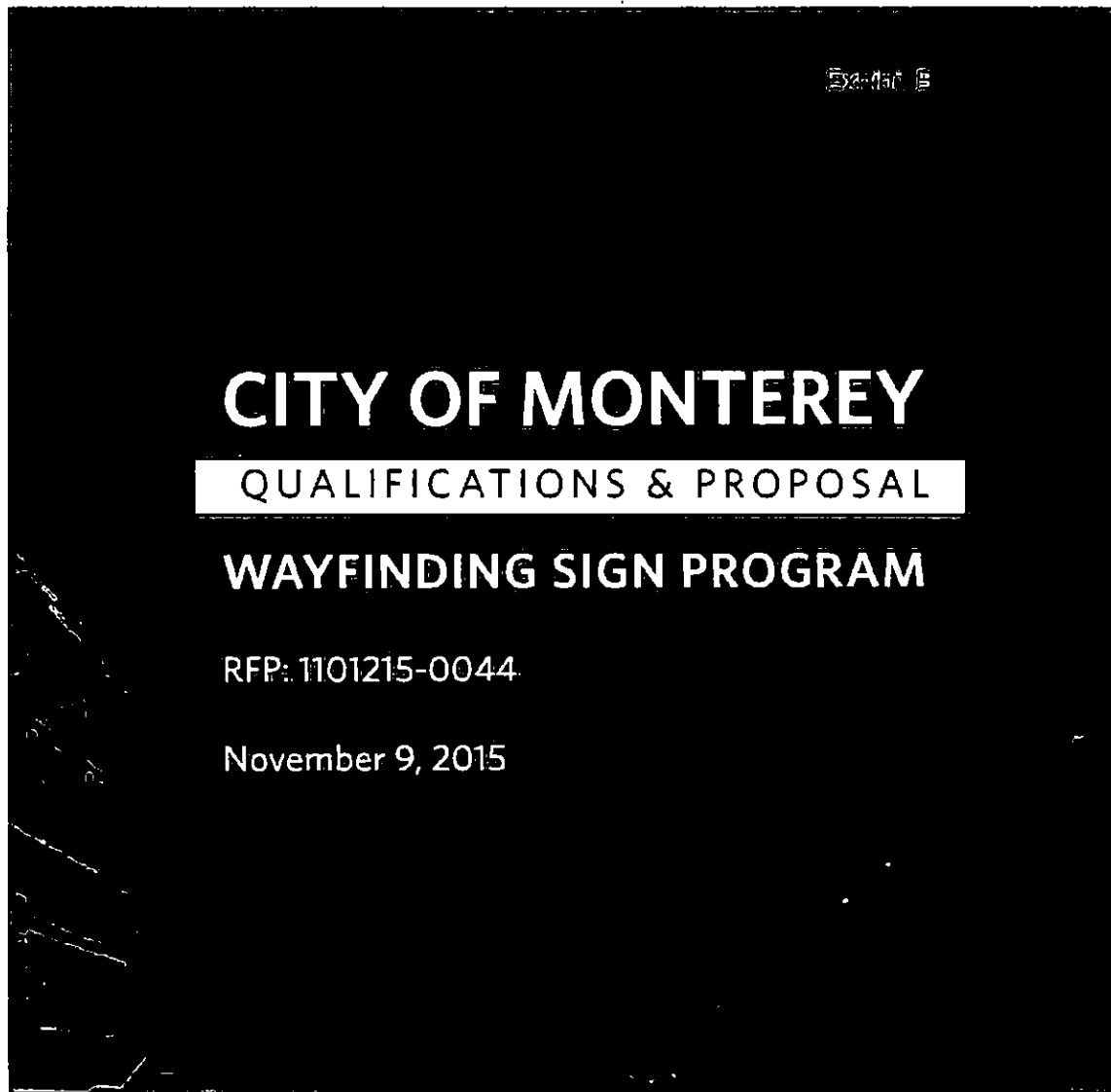
# CITY OF MONTEREY

## QUALIFICATIONS & PROPOSAL

### WAYFINDING SIGN PROGRAM

RFP: 1101215-0044

November 9, 2015



November 9, 2015

City of Monterey Engineering  
Monterey CA, 93940

Attention: Andrea Renny, P.E., PTOE, Associate Civil Engineer

**Subject: Wayfinding Sign Program - Proposal**

Hunt Design is pleased to submit this proposal to plan and design a citywide wayfinding program for Monterey. For over twenty-five years Hunt Design has programmed, designed and supervised state-of-the-art signage projects for both civic and recreation clients, including over thirty city directional sign and/or gateway projects in six states as well as multiple assignments for parks, beaches, The Walt Disney Company and other operators of major attractions.

Hunt Design is a national leader in the planning and design of environmental graphics and wayfinding signage. We help express identity through creative signage and graphics for cities and towns of all sizes including Juneau, Alaska and the California cities of Newport Beach, San Juan Capistrano, Santa Barbara, Pasadena, Claremont, Laguna Hills, Walnut Creek and many others.

**We know cities.** Because Hunt Design works frequently with and for city governments, downtowns, BIDs and C&BVs, we are familiar with often daunting stakeholder, review, commissions and council approval processes. Excellent civic design and implementation requires a unique kind of consensus building and communication; among our strengths are our meeting and diplomacy skills.

**We understand tourism.** Working with Disney, San Diego Zoo, National Park Service and other demanding visitor-based operators for over twenty years has sharpened our focus on tourism—we recently completed all-new wayfinding at the Statue of Liberty and Ellis Island. And we understand the intense competition in the Monterey Peninsula area market.

**Relationships are Important.** Hunt Design has long-term multiple project relationships with many clients: Pasadena, twenty years; Redondo Beach, ten years; National Park Service, seven years; Hollywood Bowl, ten years.

**Why Hunt Design?** We love our work; we love great places and great cities; our clients usually love us. We work really hard to help cities communicate effectively with both residents and visitors to improve visitor experiences and build civic brands.

And, we commit firm Principals Wayne Hunt and Jennifer Bressler to Monterey.

**We Want to Work with You.** Hunt Design would be honored to work in Monterey and to include the city as one of our great places. Please consider this proposal the first step in establishing the right balance of services and costs.

Thank you,



Wayne Hunt, Founding Principal  
T 626 793-7847; F 626 793-2549; wayne@huntdesign.com

## SECTION 1 - THE FIRM: HUNT DESIGN

### History

Established over thirty-five years ago, Hunt Design is a graphic design consulting firm specializing in identity, signage and environmental graphics programs for cities, public spaces, theme parks, retail projects, entertainment centers and multi-use developments. Our services include identity development, signage master planning, concept consultation, programming, schematic design, design development, documentation and implementation supervision.

*(We do not have a formal brochure, but have included representative project sheets at the end of this document.)*

### Firm Size and Composition

Incorporated under the same name since 1990, the firm is owned and managed by three active partners and features a full-time staff of fourteen and has been located in Pasadena, California since 1983. We work in a historic building in Pasadena's Playhouse District and are active in the area Business Improvement District. We love cities, districts and neighborhoods and are proud to participate in their growth and evolution into great places.

Hunt Design is a national leader in the planning and design of environmental graphics and is one of the largest environmental graphics firms in the western U.S. Our diverse clients and projects take us all over the country and around the world—we have current signage assignments in six states.



25 N. Mentor Ave, Pasadena



Hunt Design Studio

### Origins of Urban Wayfinding and Hunt Design

In 1984 the City of Pasadena engaged Hunt Design for designs for the re-emerging historic district, Old Pasadena. What resulted is one of the first urban wayfinding projects anywhere. This seminal project set the standards, methodology, processes and technology for hundreds of similar projects around the US. Since then, projects with and for cities and urban environments have become the specialty of the firm. Hunt Design is a leader in this now fast-growing city-specific discipline and we have been engaged for over thirty city wayfinding projects, evolving our approach and wayfinding strategies along the way. We work frequently on civic wayfinding assignments for interesting cities throughout California and the US. In 2005 Hunt Design completed the immense and award-winning downtown Los Angeles program, LA Walks, thought to be the largest unique city sign program in the U.S.

Hunt Design is the recipient of numerous awards and has consistently been selected for publication of outstanding projects. Principals Jennifer Bressler and Wayne Hunt are frequently sought after for speaking engagements on signage, environmental graphics and wayfinding. In bookstores are three books by Mr. Hunt, including *Environmental Graphics: Process & Projects*.

### A partial list of our city wayfinding projects:

<i>Santa Barbara (current assignment)</i>	<i>Redondo Beach - Identity, Wayfinding, Interpretive Signage, Parks and Beaches</i>
<i>Pasadena, California - Citywide</i>	<i>Walnut Creek, California - Citywide (current assignment)</i>
<i>Newport Beach, California - Citywide</i>	<i>Space Coast, Florida - Brevard County</i>
<i>Pasadena Playhouse District</i>	<i>Big Bear Lake, California - Citywide</i>
<i>Laguna Hills, California - Citywide</i>	<i>Sacramento, California - Central City</i>
<i>Idaho Falls (current assignment)</i>	<i>Downtown Los Angeles Walks - 13 Districts (with Corbin)</i>
<i>Westwood Village, Los Angeles (current assignment)</i>	<i>Glendale, California - Citywide (current assignment)</i>
<i>San Juan Capistrano, California - Downtown</i>	<i>Long Beach, California</i>
<i>Palo Alto, California (current assignment)</i>	<i>Rancho Cucamonga, California - Citywide</i>
<i>Goodyear, Arizona - Gateways</i>	<i>Brea, California - Downtown Identity, Signage and Graphics</i>
<i>Juneau, Alaska - Downtown</i>	<i>Laguna Niguel, California - Gateway District (current assignment)</i>
<i>Burbank, California - Downtown</i>	
<i>Claremont, California - Citywide</i>	

#### Private Sector and other Visitor Environments Wayfinding

One unique Hunt Design quality is our long history of planning and designing wayfinding for well-known commercial destinations—we apply lessons learned in ticketed environments to free public places. Some examples:

#### ***The Walt Disney Company - over twenty signage assignments over twenty years***

*National Park Service - over seven assignments, including Statue of Liberty, National Mall*

*Golden Gate Bridge*

*Alcatraz*

*Hollywood Bowl, Los Angeles*

*Golden Gate National Recreation Area, San Francisco*

*Rose Bowl, Pasadena, California*

*Alcatraz, San Francisco, California*

#### Civic Wayfinding Design Philosophy and Tourism

While Monterey is a great place to live, the focus of the project is Monterey as a great place to visit—good wayfinding is about good visitor experiences. We believe that free public places have the same needs and opportunities as paid destinations. Cities and their districts should have a sense of continuity, design and spirit, as does a place one pays fifty dollars or more to enter. Things should be easy to find; unintended places should be discovered; visitors should feel at ease and confident. Good wayfinding signage makes a city look organized, confident and inviting; it invites circulation, both in a car, on foot and by bicycle and fosters longer stays and encourages stronger hotel, restaurant and retail sales.

#### You Don't Need to be Local

Wayfinding is for visitors. And non-locals often do the best wayfinding planning—we are in the shoes, and in the cars of visitors. We believe being an outsider is actually an advantage in determining what information is needed where and when and how to communicate quickly and effectively to visitors. Our job is to learn the lay of the land, understand key destinations and learn cultural attitudes. We have done just that in multiple cities in six states.

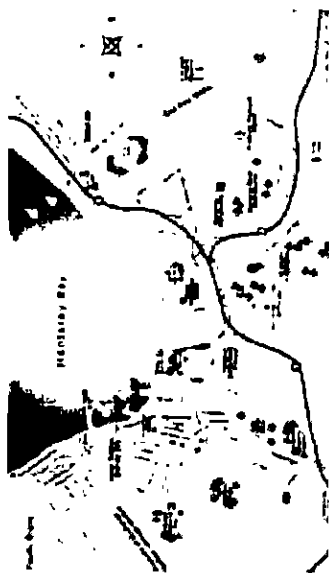
#### What We Do Know

While we do not know the city in detail, our several visits to the Aquarium and familiarity of the city map reveal that Monterey is a kind of perfect storm of wayfinding challenges:

- Few points of entry
- Three non-aligned street grids (without conventional x/y axis streets, wayfinding is always difficult)
- Ever-changing street/block size and urban scale
- Little North/South/East/West sense
- A single dominant destination, overshadowing the many other civic assets
- Discontinuous major access street (Lighthouse Avenue)
- Confusing waterfront
- One way streets in tourist areas
- Lack of clarity in parking options
- High percentage of daily first-time visitors, all trying to understand the City and self guide

#### Current Workload

Hunt Design is always busy with interesting wayfinding assignments. But, with a full-time staff of fourteen, we have substantial annual capacity. The Monterey assignment fits gracefully into our workload and will amount to approximately 5% to 7% of our planned 2016, about half of which is committed to existing assignments. A quick check with our clients will show that we don't miss deadlines. Our inner-project tasks are on time, even ahead of our city clients' ability to set meetings. Projects go to council on time and to bid on schedule.



## SECTION 2 - PROPOSED APPROACH

What is Monterey? How do I know I'm there? How is it different from other peninsula cities and other regional destinations? What are the unique and important districts and destinations beyond the famous aquarium? Can I walk to and between attractions? Where should I park? What is the local history? What about bicycle paths and trails? Why should I stay overnight?

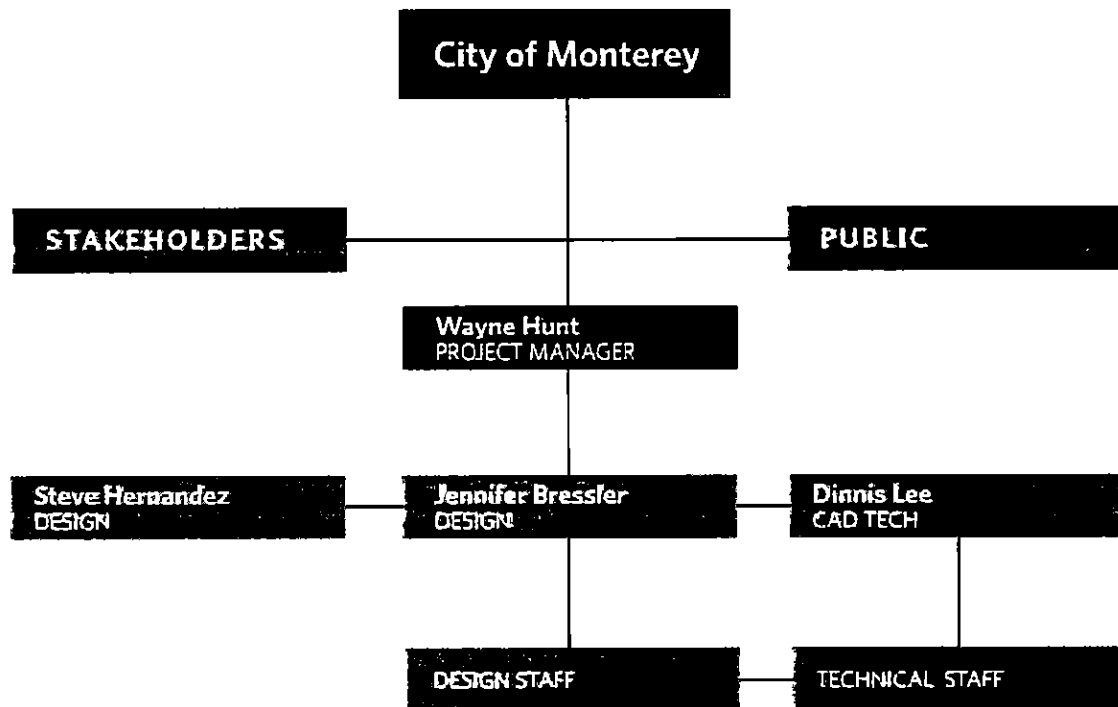


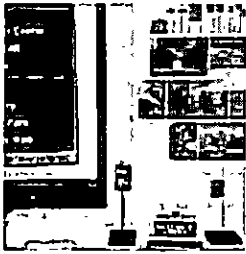
*Firm principals are directly involved in all Hunt Design assignments*

Monterey is an energetic destination city with a colorful history and positive national, even international, image. But it can be difficult to circulate on foot or in a car, and many visitors may miss interesting sites and opportunities. In addition, certain Monterey areas or districts may have somewhat separate identities. Establishing a unique and uniform identity and a sense of welcome and access is not easy, but a proprietary signage program can make a substantial difference—an understandable city is a welcoming city. Each and every sign is the voice of Monterey and collectively, signs are the true interface between visitors and a city's rich and varied assets.

#### Hunt Design Monterey Team

For Monterey we offer a principal-based design team whose members have worked together in combination on over thirty city wayfinding programs. Each person brings unique skills and experience to civic wayfinding. Principal Wayne Hunt will lead the project and attend key meetings. Principal Jennifer Bressler will direct the design effort supported by designer Steve Hernandez. Technical Director Dinnis Lee will direct technical details and design intent drawings. Other Hunt Design design and technical staff will support the key team as needed and appropriate.





*For stakeholder review: scale models, photo simulations and full-size samples*



*Stakeholder input is important for successful sign programs*

#### Project Approach

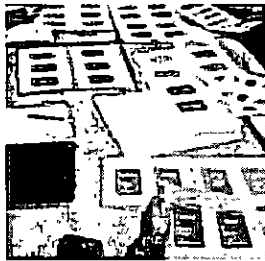
Good city multi-modal wayfinding is a careful balance of high function (responding to MUTCD and other guidelines) and aesthetic, branded design that connects with users and reflects the city image. Wide experience and successful execution on many city wayfinding projects has helped Hunt Design refine an approach to making cities welcoming, understandable and accessible. Simply put, we partner with a select client-side steering committee to carefully define the issues and respond with a program that the committee and Hunt Design can support during the often daunting approval process. We work effectively and positively with our client groups, stakeholders and committees - they like us; we like them; together, we get it done. Several cities have been long-term Hunt Design clients, and for multiple projects: Pasadena, 15 years; Redondo Beach 12 years; Glendale 5 years.

#### Highlights of our approach:

- Assembly of steering committee
- Civic orientation: districts, destinations, circulation
- Clarify audience: drivers, walkers, cyclists; visitors, locals; age groups
- Existing conditions audit: signs, wording, cultural variation, available sign location space
- Destination selection protocol: visitation, civic relevance, accessibility, adjacencies
- Design theme development: city and district brand, colors, fonts, logos, themes, hardware, materials
- Public outreach, review and input: options, approaches, hidden biases
- Coordination with Public Works
- Design refinement: scale, integration into hardscape/landscape
- Mock-ups: full-size demonstrations of exact designs
- Design development: details, techniques, processes
- Construction documents: technical drawings, specifications, sign location plans
- Each step is led by us, but shared with the steering committee, a true team approach.

## SCOPE OF WORK

To clarify the scope of work as described in the RFP and addenda, we restate our understanding of the scope in our own words based on substantial experience with similar projects. It is our intent to provide all of the RFP services.



Multiple color studies support each wayfinding project

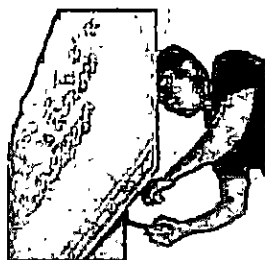
### Areas and Elements

- Gateway elements
- District images and elements
- Vehicular directional signage
- Pedestrian directional signage
- Map kiosks
- Bicycle-related signage
- Parking directional signage
- Banners and other environmental enhancement media

### Task 1 - Inventory, Analysis and City Orientation

- 1.1 Conduct a kick-off meeting with City staff and help select a steering committee and to help clarify the goals of the program, identify likely issues and challenges and set a 'get it done' attitude.
- 1.2 Review and develop a working knowledge of city districts, circulation, community history, culture, arts, commerce and major destinations.
- 1.3 Conduct an informal review of existing vehicular, pedestrian and bicycle wayfinding signage.
- 1.4 Assess current sign inventory for wording, linkages, etc.
- 1.5 Establish criteria for wayfinding destinations to be included in the program.
- 1.6 Identify different user groups and specific wayfinding needs including accessibility, first-time visitors and senior citizens.
- 1.7 Set criteria for and develop preliminary list of likely wayfinding destinations—drawing from cultural, historic, recreational and even commercial places.

*Work Products: Informal sign survey; Preliminary destinations list.*



Full-size mock-ups test scale, form, and messages

### Task 2 - Program Development

- 2.1 Identify primary circulation routes and decision points leading to destinations and parking, for drivers, pedestrians and cyclists.
- 2.2 Identify different user groups and specific wayfinding needs including accessibility, first-time visitors and senior citizens.
- 2.3 Refine working list of destinations.
- 2.4 Evolve a wayfinding logic and strategy, including sign types and potential technology opportunities.
- 2.5 Prepare a preliminary sign location plan.
- 2.6 Develop design concepts to express the wayfinding strategy. Explore visual form for each sign type. Included will be studies of size, scale, typeface, color, branding, material, sequence, and relationship to architecture, landscape and streetscape elements. Consider historic, contextual and environmental qualities in design process. Present three signage system concept options for review.
- 2.7 Conduct stakeholder and public meetings to review approach, preliminary location plan and concept designs.
- 2.8 Through two rounds of refinement, develop best of conceptual designs into recommended design theme.
- 2.9 Prepare scale models of selected designs.
- 2.10 Prepare full-size mock-ups of selected designs.
- 2.11 Prepare final draft plan.
- 2.12 Refine preferred concept design theme into final design recommendation.
- 2.13 Assist City in presentation and interaction with design review and approval agencies.

- 2.14 Refine preferred concept design theme into final, detailed designs including the addition of secondary sign types (Design Development).
- 2.15 Prepare project preliminary cost estimate.

*Work Products: Sign location plans; Presentations of designs; Scale models; Full-size mock-ups; Cost estimate; Final draft plan.*

Task 3 - Design-Intent Drawings; Technical Specifications; Sign Location Plans

- 3.1 Finalize list of wayfinding destinations.
- 3.2 Prepare design-intent fabrication and installation drawings including details, sections and elevations.
- 3.3 Prepare final sign location plans.
- 3.4 Prepare technical fabrication specifications.
- 3.5 Develop phasing plan options.
- 3.6 Revise cost estimate.
- 3.7 Present full program to city council or other agency for approval.
- 3.8 Prepare twenty sets of bound full color copies of final wayfinding program.
- 3.9 Provide electronic files of full program, design-intent drawings and specifications.

*Work products: Design intent drawings; Sign location plans; Sign messages; Specifications.*

Task 4 - Implementation Administration (Not included at this time)

Following are recommended services for participating in the administration of the implementation.

- 4.1 Assist in combining documents from Task 3 and City procurement information to form Construction Bid Documents necessary to solicit bids and select sign vendor.
- 4.2 Respond to questions from bidders/sign contractors.
- 4.3 Assist in review bids from sign contractors for adherence to scope. Review suggested alternates.
- 4.4 Review shop drawings, color and materials samples and mock-ups provided by sign contractors.
- 4.5 Conduct shop visits to inspect work in progress.
- 4.6 Assist in administration and inspection for installation of typical signage elements.
- 4.7 Prepare "punch list" of items requiring post-installation attention by sign contractor.

*Work products: Punch lists.*

## PROJECT SCHEDULE

Following is a realistic project schedule. Note that we are often ahead of scheduled dates, and the overall schedule can lag due to city/agency agenda and scheduling issues. It is critical for success that the project has a City 'champion' to keep it moving through the process.

Unlike private sector projects, city wayfinding is almost always driven by a city's ability to schedule and agenda meetings and approvals. One schedule-buster we have encountered is a city's failure to engage early the public works department—important that PW be involved early.

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### THREE CITY WAYFINDING CASE HISTORIES

These three successful assignments are representative of our approach, and results. Please note that our projects do not have a house style—we learn and help reflect our client cities' style and brand.

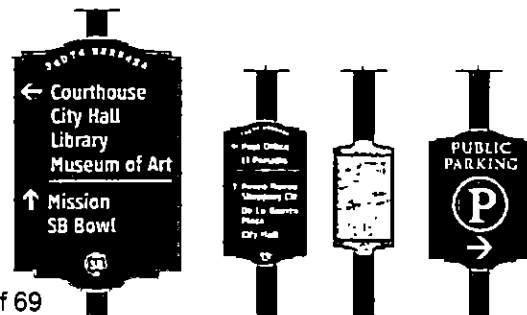
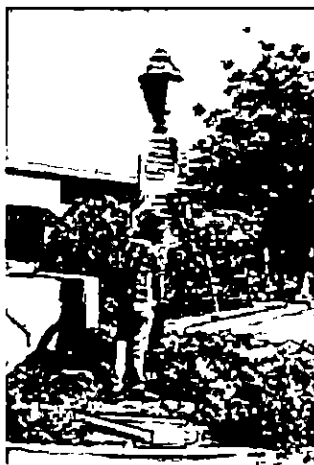
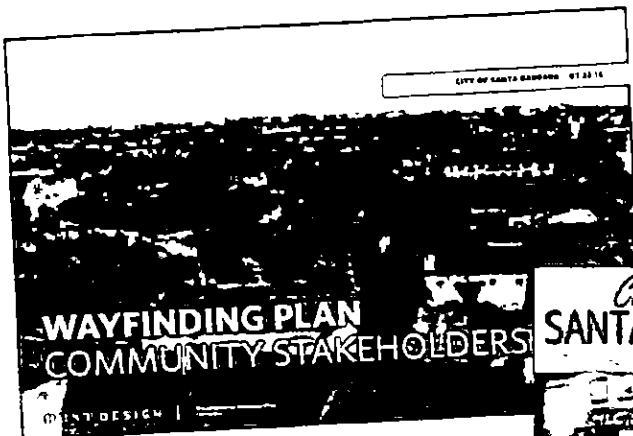


#### Santa Barbara Citywide Wayfinding

Selected in a nation-wide RFP process, Hunt Design has finished planning and design for this complex, self-aware city. Last month we succeeded in moving the all-city sign project through the daunting Santa Barbara commission process, including the often-stubborn Historic Landmarks Commission (HLC) - one commissioner said that we made one of the best and most thorough presentations in HLC's history. Comprised of vehicular and pedestrian wayfinding plans, and in multiple districts, this 150-sign effort reflects a year-long process of public review, stakeholder input and sign-by-sign planning.

Hunt Design was subsequently awarded the Santa Barbara Parks wayfinding assignment and is at work on wayfinding for the Santa Barbara Museum of Natural History.

**Client:** City of Santa Barbara  
**Hunt Design Staff:** Jennifer Bressler, Kris Helmick  
**Teri Green, Public Works**  
 805.564.5656 x4604 / [TGreen@SantaBarbaraCA.gov](mailto:TGreen@SantaBarbaraCA.gov)



# Idaho Falls Citywide Wayfinding, Branding and Zoo Signage

One wouldn't expect a Pasadena design firm to be working in Idaho, but this Idaho Falls project has proven to be interesting, creative and, most of all, extremely important to the city. Fully approved by council in August, the 300-sign project is under construction. Hunt Design worked directly with the mayor and parks director to bring a kind of high design to this destination-based eastern Idaho city. We recommended a small steering committee be formed and worked multiple times with an energized stakeholder group to get buy-in on the unique designs. Even the chief of police and zoo director got involved.

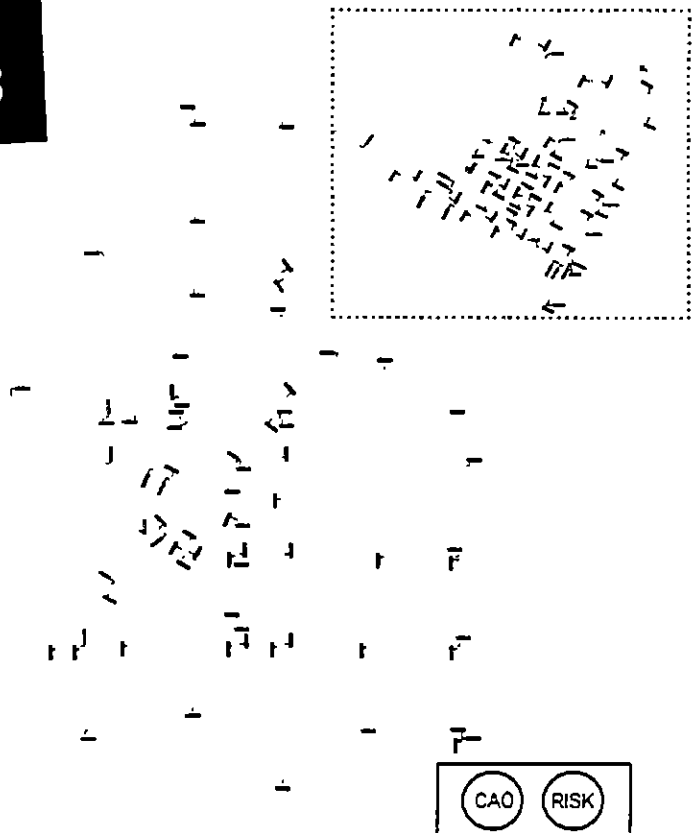
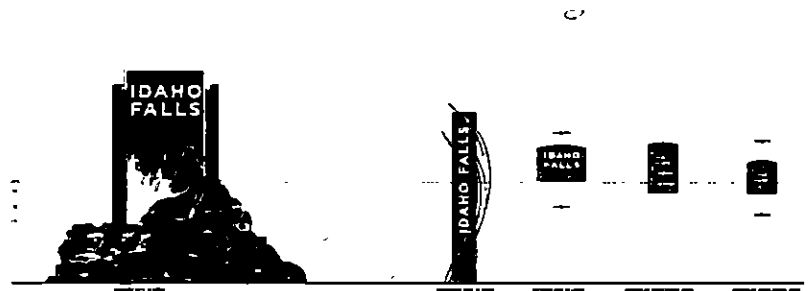
The thematic gateways set the tone for a water-themed motif that unifies the many sign types and element sizes. The graphic theme developed for wayfinding elements has now been adapted and applied to police cars and other city fleet vehicles.

**Client:** City of Idaho Falls

**Hunt Design Staff:** Wayne Hunt, Jennifer Bressler, Robin Anderson, Steve Hernandez

Greg A. Weitzel, Director, Parks and Recreation Division

208.612.8482 / GWeitzel@idahofallsidaho.gov



### Redondo Beach Wayfinding, Branding, Historic Markers and Gateways

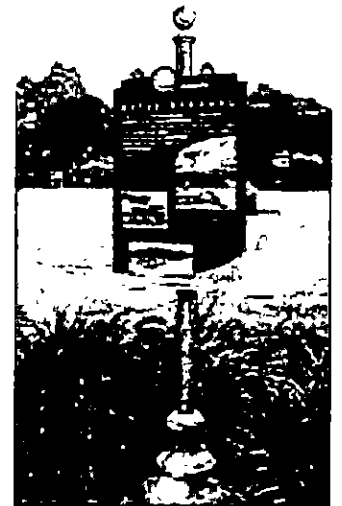
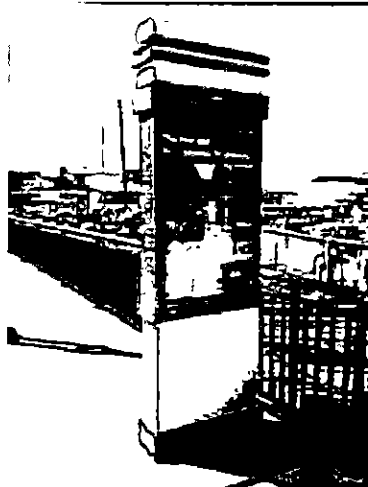
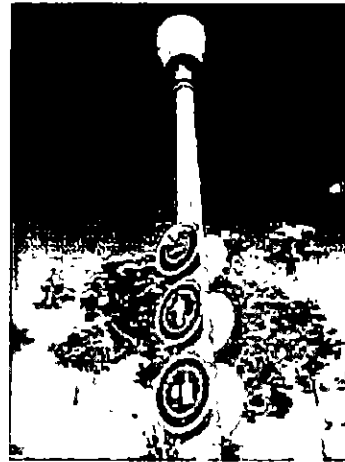
In 2002 this colorful coastal city hired Hunt Design to create a new city brand and civic wayfinding. The project expanded over the years to include city gateways, a historic interpretive sign program, a park master plan and a unique pier, harbor and bicycle program. Next came designs for large illuminated district gateway icons. And we're in talks for yet more work there. Note that the above projects span a changing of city staff and client project managers.

**Client:** City of Redondo Beach, California

**Hunt Design Staff:** Wayne Hunt, Jennifer Bressler, Steve Hernandez

*Brad Lindahl, Capital Projects Program Manager*

310-318-0661, ext. 2286 / [brad.lindahl@redondo.org](mailto:brad.lindahl@redondo.org)



## SECTION 3 - RESUMES OF KEY PERSONNEL

**WAYNE HUNT, FOUNDING PRINCIPAL**

Mr. Hunt is a nationally recognized designer of environmental graphics and directs the firm in the design and implementation of identity, signage and environmental graphics programs for public spaces and gathering places. Mr. Hunt is past national president of the Society for Environmental Graphic Design and was selected as the 2004 Fellow. He has written and/or edited three books on environmental graphics and wayfinding. Mr. Hunt has led or co-managed city projects including Los Angeles Walks, Pasadena, Laguna Hills, Oxnard, Newport Beach, Old Pasadena, Redondo Beach, Juneau, Long Beach, Fontana, Pasadena Playhouse District, Inglewood, Wichita, Sacramento and others.

*Mr. Hunt is known for diplomacy, unique project vision and 'getting it approved.'*

**JENNIFER BRESSLER, PRINCIPAL**

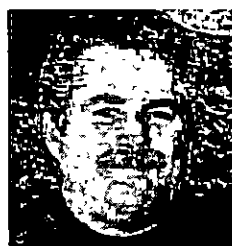
Ms. Bressler joined Hunt Design in 1995 and has project managed and designed over one hundred signage and graphics projects including Top of the World Visitor Center at the New York World Trade Center, Sears Tower Skydeck and streetscape projects for the cities of Redondo Beach, Oxnard, Wichita and Pasadena. She has degrees from the University of Wisconsin-Madison and Art Center College of Design and is a past national board member of the Society for Environmental Graphic Design. Her personal experience includes teaching at Art Center College of Design and UCLA Extension. In 2002 she was named partner in the firm. Since 2006 she has been in charge of the firm's many projects for Golden Gate National Recreation Area and the National Parks of New York Harbor, including the Statue of Liberty. Her city wayfinding experience includes Santa Barbara, Redondo Beach (multiple projects), Inglewood, Santa Monica Parks, Wichita, Westwood, Idaho Falls, Rancho Cucamonga and Goodyear (Arizona).

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*Mr. Hernandez is known for multi-discipline, anything is possible design.*

**DINNIS LEE, TECHNICAL DIRECTOR**

With over twenty-five years experience in the development and production of environmental graphics, Mr. Lee has worked with such firms as Ampersand Contract Signing Group, Sanchez/Kamps Associates, Gensler Associates, Donahue Schriber and the Irvine Company. Since joining Hunt Design in 1992, he has made major technical contributions to such projects as Wichita, Los Angeles Walks, Oxnard, Newport Beach, Redondo Beach, Fontana, Pasadena Playhouse District, Inglewood, Sacramento and others.

*Mr. Lee is known for solving difficult technical problems in the studio and in the field.*

## HUNT DESIGN ADDITIONAL REFERENCES

Please contact any of these additional current and recent Hunt Design city and public clients for comments on our creativity, service and professionalism, and our ability to successfully interact with the public, stakeholders, commissions and city government to get designs approved and built.

City of Palo Alto, California

**Hunt Design Staff:** Wayne Hunt, Steve Hernandez, Emily Morishita  
Sue-Ellen Atkinson, Parking Operations Lead  
650.329.2546  
sue-ellen.atkinson@cityofpaloalto.org

City of Walnut Creek, California

**Hunt Design Staff:** Wayne Hunt, Steve Hernandez  
Matt Huffaker, Assistant to the City Manager  
925.256.3580  
Huffaker@walnut-creek.org

Pasadena Playhouse District BID, California

**Hunt Design Staff:** Wayne Hunt, Steve Hernandez  
Erlinda Romo, Executive Director Playhouse District BID  
626.744.0340  
Eromo@playhousedistrict.org

Multiple Projects

**Hunt Design Staff:** Wayne Hunt, Dinnis Lee  
Steve Gibson, Project Director  
562.439.6571  
steve@urbanplaceconsulting.com

Westwood Village Business Improvement Association - District Wayfinding

**Hunt Design Staff:** Wayne Hunt, Jennifer Bressler, Steve Hernandez, Dinnis Lee  
Jessica Dabney, Chair  
323.852.9888 x 223  
jdabney@northamericanrealty.net

City of Brea, California Multiple signage projects since 2004

**Hunt Design Staff:** Wayne Hunt, Steve Hernandez  
Eric Nicol, Redevelopment Services Manager  
714.671.4480  
ericn@cityofbrea.net

Golden Gate National Parks Conservancy. Multiple projects since 2004

**Hunt Design Staff:** Wayne Hunt, Jennifer Bressler, Steve Hernandez  
Catherine Barner, Vice President, Park Projects + Stewardship  
415.561.3057  
Cathie@ParksConservancy.org

## SATISFYING THE CLIENT AND FULFILLING THE SCOPE OF WORK

For Hunt Design, the 'satisfying objective' generally goes unspoken, and on each successful project different factors have led to client satisfaction. Hunt Design achieves project success by sheer determination to get the best possible designs and get the project built. Designing and implementing a city sign program is not rocket science; it is a delicate balance of creativity, diplomacy and simple persistence. At Hunt Design we are creative, diplomatic and we hang in there until the job is done. We can add only that checking our many city references is the best way to see how we do it.

- We love cities, downtowns and districts.
- We believe in the importance of the public realm.
- We also know 'paid' tourism places and attractions.
- Because we are visitors to destinations of all kinds, we know what resonates with visitors.
- We also know what doesn't work.
- We know city politics—councils, 'visitor and convention bureaus,' BIDs, stakeholders, review commissions, arts groups, and the good people that speak up in every public meeting and council session.

And, finally, we would love to work in Monterey!

# CITY OF MONTEREY WAYFINDING SIGN PROGRAM

## COST PROPOSAL

November 9, 2015



## CITY OF MONTEREY - WAYFINDING SIGN PROGRAM

### SECTION 4 - FEES AND EXPENSES

In return for the services, Hunt Design is to be paid fixed fees by project phase as follows:

Task 1 - Inventory, Analysis and City Orientation (Hours estimate by role: Principal 25@\$160; Designer/Programmer 40@\$130; CADTech 10@\$90)*	\$10,100
Task 2 - Program Development (Hours estimate by role: Principal 85@\$160; Designer/Programmer 165@\$130; CADTech 90@\$90)*	\$43,150
Task 3 - Design-Intent Drawings; Technical Specifications; Sign Location Plans (Hours estimate by role: Principal 45@\$160; Designer/Programmer 70@\$130; CADTech 175@\$90)*	\$32,050
<b>Total</b>	<b>\$85,300</b>

Task 4 - Implementation Administration (not included at this time)

\*Exact distribution of hours by role within tasks may vary.

### EXPENSES

In addition to the above fees, Hunt Design is to be reimbursed for standard expenses incurred in connection with this project at cost. Such expenses include: prints, computer imagery, mileage and other normal reproduction charges. In-house color printing will be charged at \$2 per page up to 11"x17"; larger format will be billed at \$3 per square foot. We estimate that a reimbursable budget of \$600 will be required.

A travel budget of \$6,600 is anticipated, for up to six two-person, two day trips and six one-person one-day trips. Exact combination of trip types to be determined.

## ATTACHMENT A

### PROPOSED SCOPE OF WORK FOR WAYFINDING SIGN PROGRAM

#### Introduction:

The City of Monterey is seeking proposals for the creation of a City-wide, multi-modal wayfinding program that communicates our community brand and provides wayfinding for pedestrians, cyclists and vehicles. This Request for Proposals (RFP) excludes sign fabrication, installation, or construction administration.

The city's Multi Modal Mobility Plan emphasizes walking and biking opportunities. The Downtown and North Fremont specific plans, and draft Waterfront Master Plan and Lighthouse Specific Plan all require Wayfinding programs that provide an identity for each business district and tie in to citywide routes and destinations.

#### Fees

Fixed fees by project tasks. **Total fee: \$85,300. Total fees and expenses not to exceed \$92,500.**

Approximate value of individual tasks shown below.

#### **Scope of Work:**

- 
1. Perform background review and analysis of existing conditions
  2. Conduct project kick-off and field review
  3. Identify process for destination priority

**\$10,100**

---

4. Identify Wayfinding Program branding identity and guidelines to include:
  - a. Logos
  - b. Fonts
  - c. Color scheme
  - d. Materials

5. Identify sign elements to include:
  - a. Bike
  - b. Pedestrian (to include Waterfront/Rec Trail)
  - c. Gateway
  - d. Banners
  - e. Vehicle
  - f. Parking Management Sign

**\$2,500**

---

6. Prepare conceptual design options

**\$9,500**

---

7. Provide sign placement plan

**\$4,500**

---

8. Conduct stakeholder and public meetings (budget for 6 meetings)

**\$1,800**

---

## 9. Preferred design development to include:

- a. Color schemes
- b. Fonts
- c. Sign shapes and sizes
- d. Logo placement

**\$14,350**

## 10. Utilize the input provided by staff and the public process and prepare draft and final Wayfinding Program

**\$5,000**

## 11. Prepare detailed cost estimates

**\$500**

## 12. Prepare detailed map with sign locations

**\$3,000**

## 13. Present to City Council

**\$500**

## 14. Prepare final Wayfinding Document for Council approval

**\$1,500**

## 15. Prepare sign specifications and design intent package

## 16. Identify program phasing and realistic potential funding strategies

## 17. Provide an electronic and twenty printed and bound, full color copies of the final Wayfinding Program

## 18. Provide an electronic version of the sign specifications and design intent package

**\$32,0****Expenses**

In addition to the above fees, Hunt Design is to be reimbursed for standard expenses incurred in connection with this project at cost. Such expenses include: prints, computer imagery, mileage and other normal reproduction charges. In-house color printing will be charged at \$2 per page up to 11"x17"; larger format will be billed at \$2 per square foot. We estimate that a reimbursable budget of \$600 will be required.

A travel budget of \$6,600 is anticipated, for up to six two-person, two day trips and six one-person one-day trips. Exact combination of trip types to be determined. **Total expense budget: \$7,200.**

## PROJECT SCHEDULE

Following is a realistic project schedule. Note that we are often ahead of scheduled dates, and the overall schedule can lag due to city/agency agenda and scheduling issues. It is critical for success that the project has a City 'champion' to keep it moving through the process.

Unlike private sector projects, city wayfinding is almost always driven by a city's ability to schedule and agendaize meetings and approvals. One schedule-buster we have encountered is a city's failure to engage early the public works department—important that PW be involved early.

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## SECTION 2 - PROPOSED APPROACH

What is Monterey? How do I know I'm there? How is it different from other peninsula cities and other regional destinations? What are the unique and important districts and destinations beyond the famous aquarium? Can I walk to and between attractions? Where should I park? What is the local history? What about bicycle paths and trails? Why should I stay overnight?

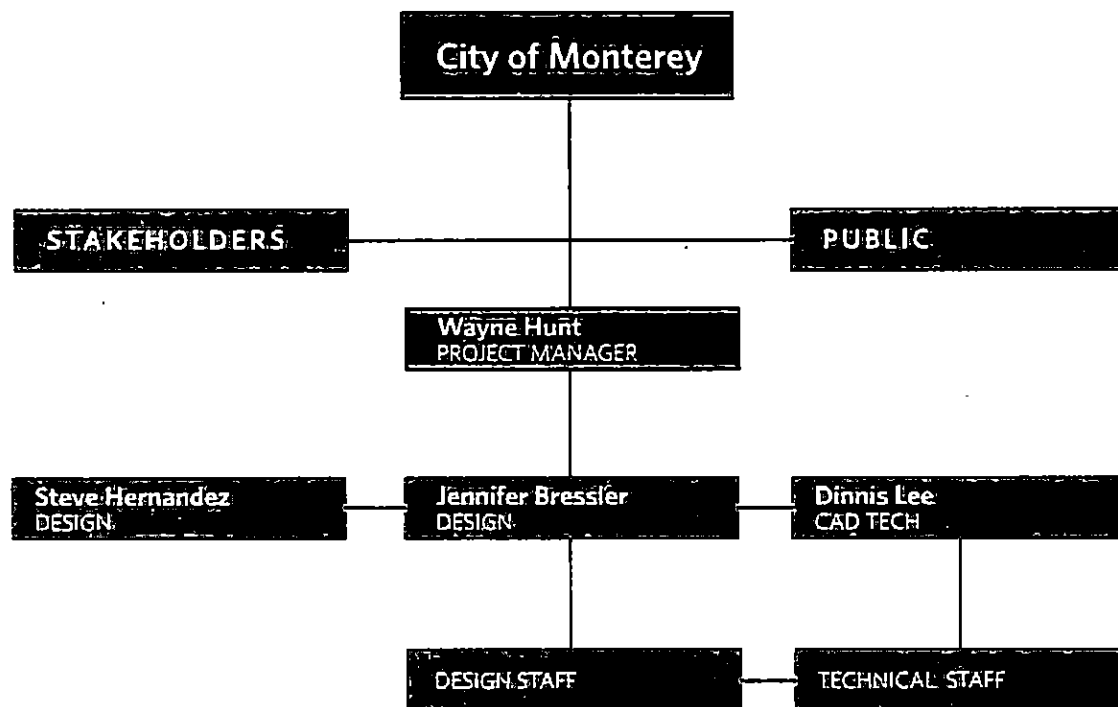


Firm principals are directly involved in all Hunt Design assignments

Monterey is an energetic destination city with a colorful history and positive national, even international, image. But it can be difficult to circulate on foot or in a car, and many visitors may miss interesting sites and opportunities. In addition, certain Monterey areas or districts may have somewhat separate identities. Establishing a unique and uniform identity and a sense of welcome and access is not easy, but a proprietary signage program can make a substantial difference—an understandable city is a welcoming city. Each and every sign is the voice of Monterey and collectively, signs are the true interface between visitors and a city's rich and varied assets.

Hunt Design Monterey Team

For Monterey we offer a principal-based design team whose members have worked together in combination on over thirty city wayfinding programs. Each person brings unique skills and experience to civic wayfinding. Principal Wayne Hunt will lead the project and attend key meetings. Principal Jennifer Bressler will direct the design effort supported by designer Steve Hernandez. Technical Director Dinnis Lee will direct technical details and design intent drawings. Other Hunt Design design and technical staff will support the key team as needed and appropriate.



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