City of Salinas

200 Lincoln Ave., Salinas, CA 93901
www.cityofsalinas.org

Meeting Agenda - Final

Tuesday, May 12, 2026

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Dennis Donohue
Councilmembers:
Jose Luis Barajas, District 1 - Tony Barrera, District 2
Margaret D'Arrigo, District 3 - Gloria De La Rosa, District 4
Andrew Sandoval, District 5 - Aurelio Salazar, District 6

Rene Mendez, City Manager
Christopher A. Callihan, City Attorney
City Clerk's Office: (831) 758-7381

ZOOM WEBINAR PARTICIPATION

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

https://cityofsalinas.zoom.us/j/81238822734

To participate telephonically, call any number below:
+1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 719 359 4580 US +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC)

Webinar ID: 812 3882 2734
If prompted to enter a participant ID, press #.

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION

Older Americans Month
National Historic Preservation Month
National Public Works Week
National Peace Officers Memorial Day and Police Week
National Emergency Medical Services Week

CALIFORNIA GOVERNMENT CODE §84308 - LEVINE ACT

Government Code § 84308. Parties to any proceeding involving a license, permit or other entitlement for use pending before the City Council must disclose any campaign contributions over $500 (aggregated) within the preceding 12 months made by the party, their agent, and those required to be aggregated with their contributions under Government Code § 82015.5. The disclosure must include the amount contributed and the name(s) of the contributor(s).

ADMINISTRATIVE REPORT - CONTINUED FROM MAY 5, 2026

ID#26-163 **Salinas Fire Department Annual Report 2025**

Recommendation: No action required. Receive report regarding the Salinas Fire Department 2025 Annual Report.

CONSENT AGENDA - CONTINUED FROM MAY 5, 2026

Matters listed under the Consent Agenda may be enacted by one motion unless a member of the Council requests a separate vote or discuss. Members of the public may

comment on the Consent Agenda items collectively during their public comment.

ID#26-189 **Minutes**

Recommendation: Approve minutes of April 7, 2026 and April 21, 2026.

ID#26-124 **Acceptance of the 2025 Pavement Improvements Project, CIP No. 9981**

Recommendation: Approve a Resolution accepting the 2025 Pavement Improvements Project, CIP No. 9981, for maintenance and responsibility.

ID#26-168 **Declaration and Disposal of Chinatown Navigation Center Surplus Furniture, Fixtures and Equipment**

Recommendation: Approve a Resolution declaring furniture, fixtures, and equipment (FF&E) from the Chinatown Navigation Center (CNC), as identified in Exhibit A to the Resolution, as surplus; authorizing the disposition of such property to Community Homeless Solutions at no cost without public auction or advertisement for bids; and authorizing the disposal of any remaining FF&E not transferred.

ID#26-177 **Peregrine Technologies Software Subscriptions**

Recommendation: Approve a Resolution authorizing the Purchasing Agent to complete the purchase of the remaining software subscription renewals under the existing Agreement with Peregrine Technologies, for an additional amount of $300,000, for a total Agreement cost not to exceed $750,000.

ID#26-178 **Amendment No. 3 to the Agreement for Professional Services BFS Landscape Architects (BFS)**

Recommendation: Approve a Resolution authorizing the City Manager to execute Amendment No. 3 with BFS Landscape Architects for additional design, program and construction management for Closter Park and El Gabilan Tot Lot to increase the total compensation amount by $110,900 for a maximum compensation amount not to exceed $1,939,489; and authorizing the reappropriation of up to $71,000 from Playground Improvements at Parks CIP 9060 to CIP 9350 to cover the additional costs associated with Closter Park.

ID#26-186 **Reallocation and appropriation of Home-ARP, National Opioid Settlement, and General Funds for Salinas Outreach and Response Team, Fairview Homekey Project, and Chinatown Navigation Operations**

Recommendation: Approve a Resolution authorizing the reallocation and appropriation of $1,190,337 of HOME-American Rescue Plan (HOME-ARP) from the Housing Authority of the County of Monterey for the Fairview HomeKey Project, to support Salinas Outreach and Response Team (SORT) supportive services; and the reallocation of $1,190,337 of National Opioid Settlement Funds to the Housing Authority of the County of Monterey for the Fairview Homekey Project operations; and to increase an appropriation of $279,306 in revenue and $1,098,303 in expenses of National Opioid Settlement Funds to the Housing Authority of the County of Monterey; and the reallocation and appropriation of $200,000 of General Fund dollars from Downtown Streets Team in Division 3181 to extend operations of the Chinatown Navigation Center (CNC) operations; and the City Manager to execute Amendment No. 3 with Community Homeless Solutions to operate the CNC through May 30, 2026, and increase the total compensation by an additional $200,000 for an amount not to exceed $3,288,278.

PUBLIC COMMENT PROCEDURES

If you wish to make a general public comment or comment on a specific agenda item, you are encouraged to attend the City Council meeting in person. Public comment may also be submitted via email at PublicComment@ci.salinas.ca.us and will be entered into the record. Public comments generally are limited to two minutes per speaker; the Mayor may further limit the time for public comments depending on the agenda schedule.

GENERAL PUBLIC COMMENTS

Receive public communications on items that are not on the agenda and that are in the City of Salinas' subject matter jurisdiction. Comments on Consideration, Public Hearing items, and the Consent Agenda should be held until the items are reached.

SALINAS YOUTH COUNCIL UPDATES AND COMMENTS

Receive a presentation of the Salinas Youth Council Members.

PUBLIC HEARING

ID#26-197 **Conduit Financing for the Santa Lucia Townhomes Project**

Recommendation: Approve a Resolution approving the issuance of bonds by the California Statewide Communities Development Authority (CSCDA) for the benefit of Foothill Santa Lucia, LLC (the "Borrower"), a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), to provide for the financing of the Project (the acquisition and improvement of property), such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

ADMINISTRATIVE REPORTS

ID#26-199 **Salinas Police Department 2025 Annual Report**

Recommendation: No action required. This report presents information to the City Council regarding the Salinas Police Department 2025 Annual Report.

ID#26-110 **Rental Registration and Rent Stabilization Quarterly Update**

Recommendation: No action required. Receive on the Residential Rental Registration and Rent Stabilization Program implementation activities.

CONSENT AGENDA

Matters listed under the Consent Agenda may be enacted by one motion unless a member of the Council requests a separate vote or discuss. Members of the public may comment on the Consent Agenda items collectively during their public comment.

ID#26-212 **Minutes**

Recommendation: Approve minutes of May 5, 2026.

ID#26-170 **Award of the Bridge Preventive Maintenance Program, BPMPL 5045(046), Preliminary Engineering Phase to BKF ENGINEERS**

Recommendation: Approve a Resolution awarding a contract to BKF Engineers for preliminary engineering and construction support of the Bridge Preventive Maintenance Program, BPMPL 5045(046) in an amount not to exceed $282,509 from May 19, 2026, to December 31, 2027; and authorizing the City Manager to execute the Agreement and/or modifications to the Agreement.

ID#26-196 **SentinelOne Enterprise Software Purchase**

Recommendation: Approve a Resolution authorizing the City Manager and Purchasing Agent to complete the purchase of SentinelOne Enterprise Software for a three-year term, paid in annual payments, from CDW LLC. in an amount not to exceed $280,407.98 from June 1, 2026 to May 31, 2029.

ID#26-206 **Salinas Firefighters Association (IAFF Local 1270) Memorandum of Understanding; Modification to Classification - Salary Schedule**

Recommendation: Approve a Resolution authorizing the City Manager to sign the Memorandum of Understanding (MOU) with the Salinas Firefighters Association (IAFF Local 1270) for term ending December 31, 2027, and approving modification to the Classification - Salary Schedule.

CITY MANAGER'S REPORT

Receive brief oral report from the City Manager.

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

Receive communication from Councilmembers on reports, appointments and future agenda items. Councilmember comments are generally limited to three minutes.

ADJOURNMENT

Patricia M. Soratos, City Clerk

AGENDA MATERIAL / ADDENDUM

Any addendums will be posted within 72 hours of regular meetings or 24 hours of special meetings and in accordance with Californian Government Code Section 54954.2 and 54956. City Council agenda reports and other writings distributed to the legislative body may be viewed at the Salinas City Clerk's Office, 200 Lincoln Avenue, Salinas, and are posted on the City's website at www.cityofsalinas.org in accordance with California Government Code section 54597.5. The City Council may take action that is different than the proposed action reflected on the agenda.

Disability-related modification or accommodation, including auxiliary aids or services, may be requested by any person with a disability who requires a modification or accommodation in order to participate in the meeting. Language interpretation may be requested as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Requests should be referred to the City Clerk's Office At 200 Lincoln Avenue, Salinas, 758-7381, as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Hearing impaired or TTY/TDD text telephone users may contact the city by dialing 711 for the California Relay Service (CRS) or by telephoning any other service providers' CRS telephone number.

PUBLIC NOTIFICATION

This agenda was posted on May 8, 2026 in the Salinas Rotunda and City's website.

Meetings are streamed live at https://salinas.legistar.com/Calendar.aspx, televised live on Comcast Channel 25 and on http://www.youtube.com/thesalinaschannel at 4:00 p.m. on the date of the regularly scheduled meeting and will be broadcast throughout the day on Friday, Saturday, Monday and Wednesday following the meeting. For the most up-to-date Broadcast Schedule for The Salinas Channel on Comcast 25, please visit or subscribe to our Google Calendar located at http://tinyurl.com/SalinasChannel25. All past City Council meetings may also be viewed on the Salinas Channel on YouTube at http://www.youtube.com/thesalinaschannel.

File #: ID#26-163, **Version:** 1

Salinas Fire Department Annual Report 2025

No action required. Receive report regarding the Salinas Fire Department 2025 Annual Report.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 5, 2026**

DEPARTMENT: **FIRE DEPARTMENT**

FROM: **SAMUEL P. KLEMEK, FIRE CHIEF**

TITLE: **SALINAS FIRE DEPARTMENT 2025 ANNUAL REPORT**

RECOMMENDED MOTION:

No action is required. This report presents information to the City Council regarding the Salinas Fire Department 2025 Annual Report.

EXECUTIVE SUMMARY:

The Salinas Fire Department (SFD) 2025 Annual Report provides an overview of department operations, performance metrics, and key accomplishments over the past year. In 2025, SFD responded to more than 17,800 emergency incidents while continuing to invest in training, staffing, and community engagement. The report highlights ongoing challenges including staffing shortages, increased service demand, and response time pressures. This presentation is intended to inform the City Council and the public of the department's status and future needs.

BACKGROUND:

The Salinas Fire Department prepares an annual report each year to provide transparency and accountability regarding its operations, service levels, and strategic priorities. The 2025 Annual Report summarizes departmental activities, including emergency response statistics, staffing levels, training efforts, and community programs.

In 2025, the department responded to approximately 17,858 calls for service and continued to experience increasing demand for emergency medical services, which represented the majority of responses. The report also outlines key organizational updates, including promotions, training advancements, and progress in fleet modernization.

Additionally, the report identifies ongoing challenges such as staffing levels below national benchmarks, increased call volume, and response times that exceed national standards.

CEQA CONSIDERATION:

Not a Project.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:
No

STRATEGIC PLAN INITIATIVE:

This report supports the City Council's Strategic Priority of Public Safety.

DEPARTMENTAL COORDINATION:
N/A

FISCAL AND SUSTAINABILITY IMPACT:

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
N/A	N/A	N/A	N/A	N/A

ATTACHMENTS:

2025 Annual Report Presentation

SALINAS FIRE DEPARTMENT
2025 ANNUAL REPORT



SAMUEL P. KLEMEK, FIRE CHIEF

CHIEF'S Message



"Over the past year, our department responded to 17,800+ emergencies with professionalism and compassion while strengthening training and partnerships. As our community grows, we remain focused on investing in our people, resources, and long-term readiness to keep Salinas safe."

ORGANIZATIONAL CHART



SAMUEL P. KLEMEK
FIRE CHIEF

ESTEFANIA VARGAS
MANAGEMENT ANALYST



SHANE VANDERVEEN
DEPUTY FIRE CHIEF

LEXI URIBE
Office Technician



Paul Fenwick
Battalion Chief
A Platoon

- Station 1
  Captain (2)
  Engineer (2)
  Firefighter (4)
- Station 2
  Captain
  Engineer
  Firefighter
- Station 3
  Captain
  Engineer
  Firefighter
- Station 4
  Captain
  Engineer
  Firefighter
- Station 5
  Captain (2)
  Engineer (2)
  Firefighter (4)
- Station 6
  Captain
  Engineer
  Firefighter



Cary Lesch
Battalion Chief
B Platoon

- Station 1
  Captain (2)
  Engineer (2)
  Firefighter (4)
- Station 2
  Captain
  Engineer
  Firefighter
- Station 3
  Captain
  Engineer
  Firefighter
- Station 4
  Captain
  Engineer
  Firefighter
- Station 5
  Captain (2)
  Engineer (2)
  Firefighter (4)
- Station 6
  Captain
  Engineer
  Firefighter



Alejandro Limon
Battalion Chief
C Platoon

- Station 1
  Captain (2)
  Engineer (2)
  Firefighter (4)
- Station 2
  Captain
  Engineer
  Firefighter
- Station 3
  Captain
  Engineer
  Firefighter
- Station 4
  Captain
  Engineer
  Firefighter
- Station 5
  Captain (2)
  Engineer (2)
  Firefighter (4)
- Station 6
  Captain
  Engineer
  Firefighter



Steven Criste
Division Chief
EMS

- Administrative Captain
- EMS Training Coordinator A Platoon
- EMS Training Coordinator B Platoon
- EMS Training Coordinator C Platoon



David Furey
Division Chief
Training

- Training Coordinator A Platoon
- Training Coordinator B Platoon
- Training Coordinator C Platoon



Christopher Knapp
Division Chief
Prevention/Fire Marshal

- Administrative Analyst
- Office Technician
- Deputy Fire Marshal - Vacant
- Fire Inspectors (3)
- PT Fire Inspector

108
TOTAL PERSONNEL
105 Full time
3 Part time

10
PROFESSIONAL STAFF
1 Deputy Fire Marshal Vacancy

98
FIRE SUPPRESSION STAFF
3 Engineer Vacancies

BY THE NUMBERS

$ 32.8M
ANNUAL BUDGET


93
FIREFIGHTERS

DAILY STAFFING

6
ENGINES

2
LADDERS

1
BATTALION CHIEF


68
EMTs

25
PARAMEDICS

17,800+
EMERGENCIES


160,783
POPULATION


6
FIRE STATIONS


28 HAZMAT CERTIFIED
6 MECHANICS
4 INSPECTORS

MODERN AND STABLE FLEET

- Incoming units will replace aging frontline equipment
- New apparatus are in production, with more planned



ESTIMATED SERVICE LIFE OF APPARATUS

Type 1 Engine: 10 years frontline, 5 years reserve

Type 6 Engine: 10 - 12 years

Ladder Truck: 15 - 18 years, depending upon wear and compliance

Rescue/Support Units: 10 - 12 years

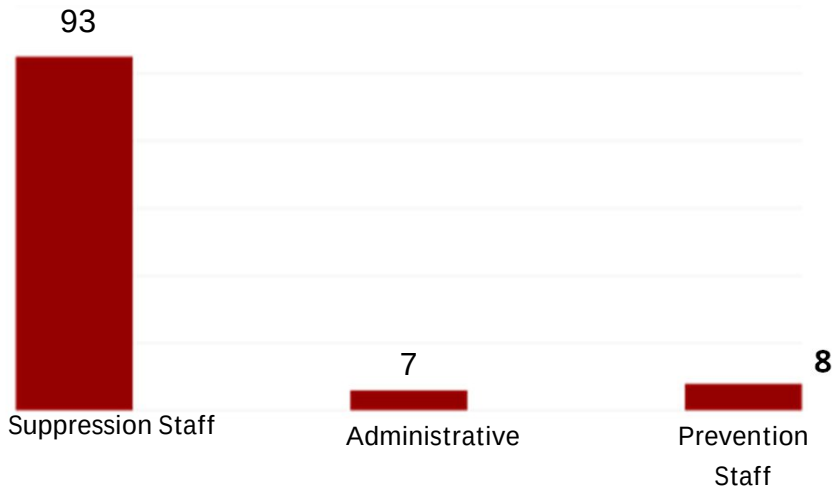
Current Orders in Progress

NEW EQUIPMENT			
Type 6 Engine	Ordered 2024	→	Estimated Delivery: 2026
Type 1 Engine	Ordered 2024	→	Estimated Delivery: 2027
Ladder Truck	Ordered 2024	→	Estimated Delivery: 2028
Type 6 Engine	Ordered 2026	→	Estimated Delivery: 2027
Type 1 Engines (x2)	Ordered 2026	→	Estimated Delivery: 2030
Ladder Truck	Ordered 2026	→	Estimated Delivery: 2030

Lead times are now 48-51 months

Current Staffing vs. Service Demand

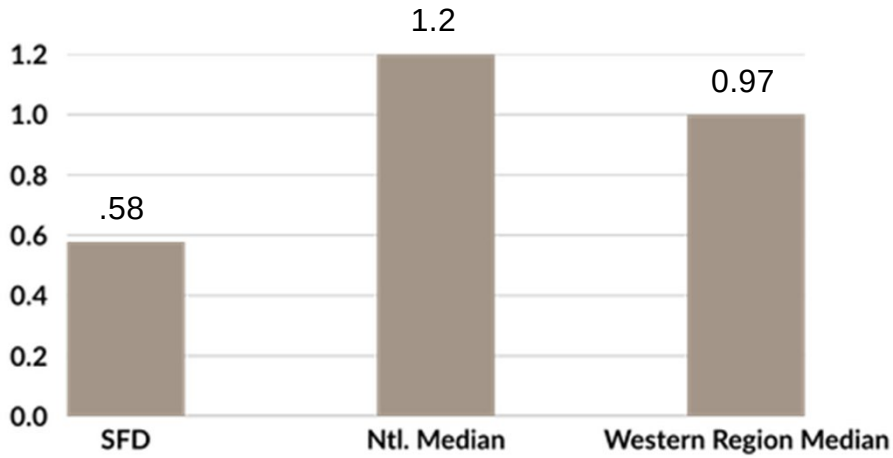
Staffing Breakdown



- Demand for service is increasing
- Staffing below national benchmarks
- Strategic funding needed to meet future needs

Gap in staffing capacity: +160 firefighters needed in total to meet service demand

Firefighters per 1,000 Residents (Comparison)

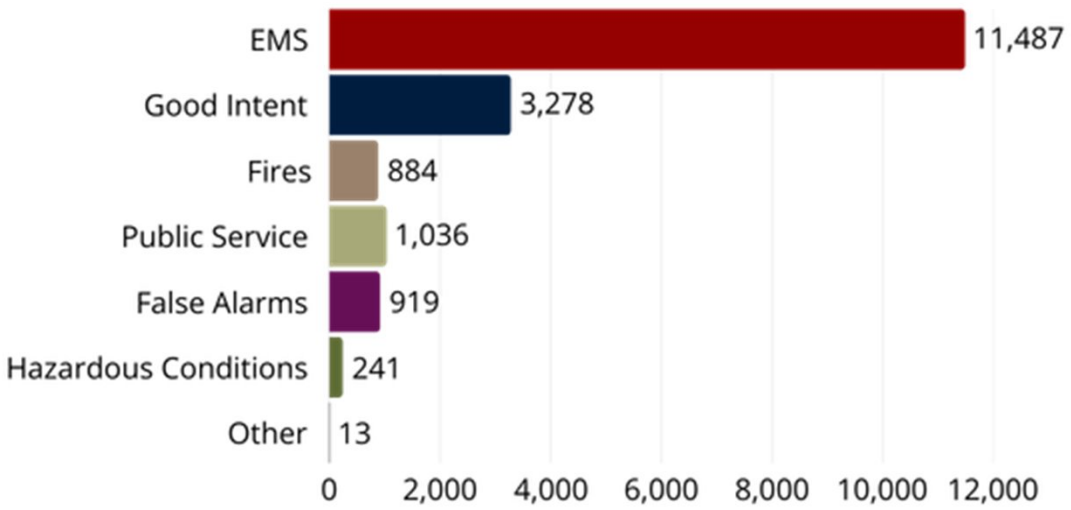


INCIDENT RESPONSE

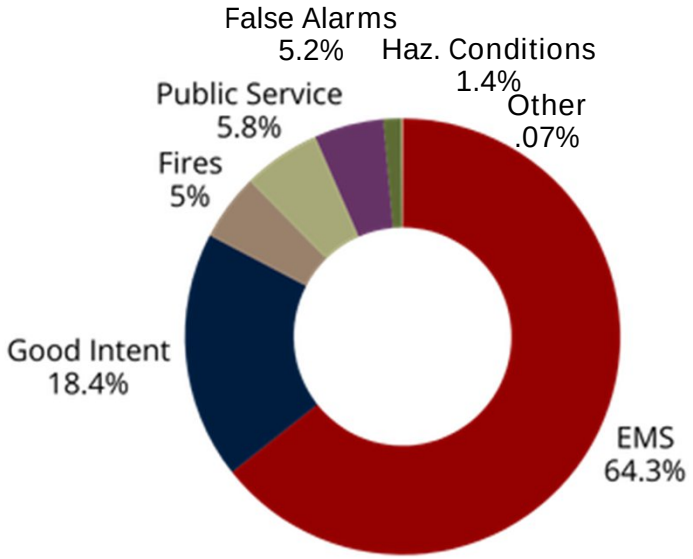
17,858

TOTAL NUMBER OF CALLS

Number of Calls by Type



Percentage of Calls by Type

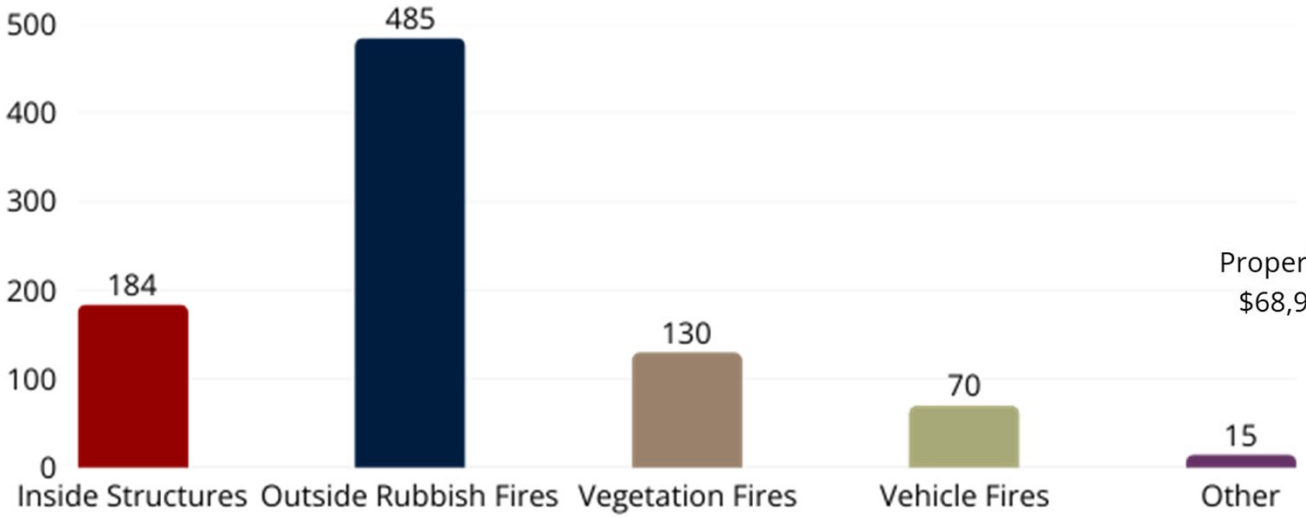


Unhoused Calls	
Fire	114
Rescue & EMS	106
Hazardous Condition	239
Service Call	295
Good Intent Call False Alarm	452

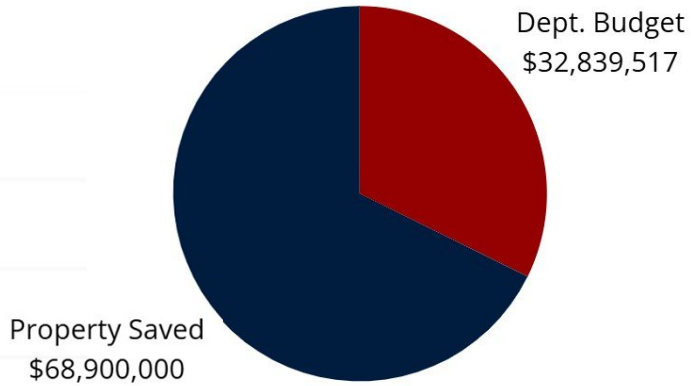
Year	Annual Calls	Daily Personnel	Number of Apparatus
2007	10,987	23	8
2016	13,758	24	8
2024	17,326	24	8
2025	17,858	24	8

2025 FIRE RESPONSE

Fire Incidents by Type



Annual Budget to Property Value Saved



153 RESIDENTIAL STRUCTURE FIRES

111 MUTUAL AID GIVEN

94 MUTUAL AID RECEIVED

$72.4M TOTAL ESTIMATED PROPERTY VALUE AT RISK

-$3.5M ESTIMATED PROPERTY VALUE LOST

68.9M ESTIMATED PROPERTY VALUE SAVED

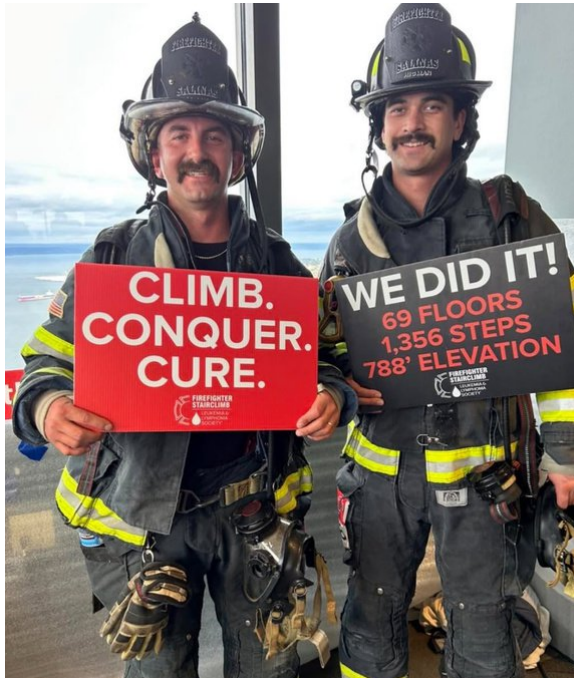
RESPONSE TIMES: CHALLENGES AND OPPORTUNITIES

Type of Response	90th Percentile	Median Response	National Standard
Fire Response	9:50	6:23	5:20
EMS Response	9:28	6:09	5:00

Response times currently exceed national standards for Fire and EMS

Simultaneous Calls

Number of Overlapping Calls	Number of Occurrences
2	5,970
3	2,631
4	863
5	224
6	69
7	18
8	6
9	4



Factors that contribute to delayed response:

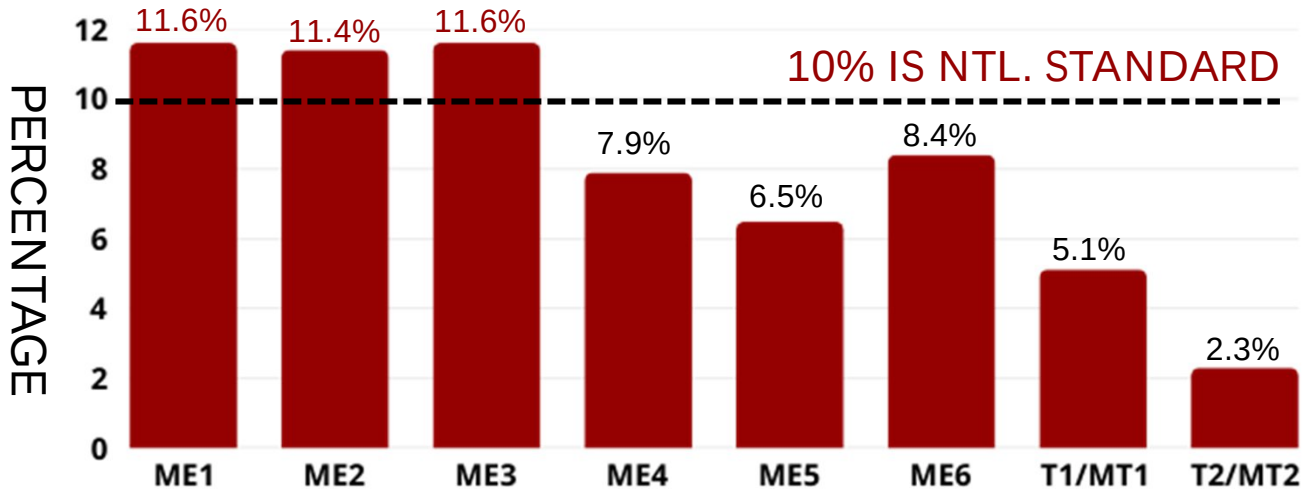
- Traffic Congestion
- Traffic Calming Measures
- Overlapping Calls

UNIT HOUR UTILIZATION

% of time units are actively engaged
vs.
total available hours per unit

10%+ = unit is over-utilized = lower probability that the closest fire engine will be available when 9-1-1 is called

Percent of time unit is being utilized in a 24-hour period.

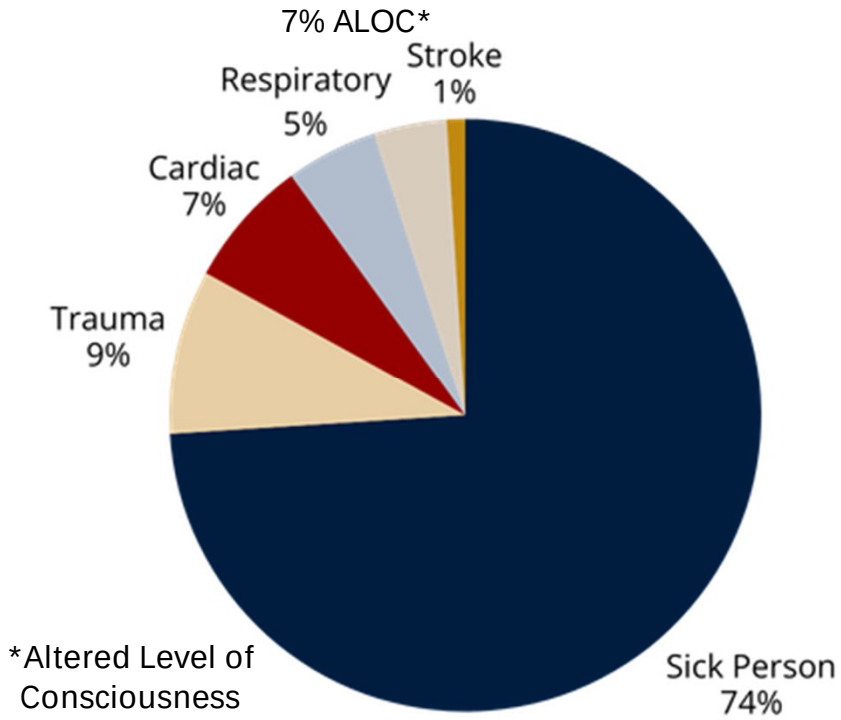


2025

Calls by Unit	
ME1	4,396
ME2	3,588
ME3	3,700
ME4	2,665
ME5	2,066
ME6	2,568
T1/MT1	1,661
T2/MT2	588

EMERGENCY MEDICAL SERVICES

commitment to innovation
In treatment, technology, avenues of transport, and patient destinations



CARDIAC ARREST SAVES
50

TOTAL EMS CALLS
11,487

68 EMTs
25 PARAMEDICS

TRAINING HOURS
1,223

AUTO ACCIDENTS
1,177

2025 PARAMEDIC CERTIFICATIONS



Davis and Valdez

5 SFD firefighters earned certification, reinforcing professional development and strengthening emergency medical response amid rising call volumes



Thomas and Nijmeddin



Salinas and Macoubrie



Baird and Hewko

EMS TRAINING HIGHLIGHTS

NARCAN LEAVE-BEHIND KITS

480

PARAMEDIC STUDENTS SUPPORTED

4

NARCAN AWARENESS TRAINING TO CITY EMPLOYEES

160

TRAINING TO SALINAS POLICE DEPARTMENT (SPD)

50 SPD Civilian Employees for Stop the Bleed training

24 SPD SWAT TEAM for Tactical EMS









TRAINING DIVISION

37,151
TRAINING HOURS

371
TRAINING HOURS PER FIREFIGHTER

5
NEW IN-HOUSE REGISTERED INSTRUCTORS

5
NEW HAZMAT TECHNICIAN SPECIALISTS

1,200
HAZMAT TRAINING HOURS



TRAINING DIVISION HIGHLIGHTS

Focus — Learning Management System (LMS) Modernization; Inter-agency Operations; Career Development, and New Video Training Equipment.

Core Subjects — Building Construction; Incident Management; Water Supply; Wildland; Swift Water; Tablet Command; Mental Health; Firefighter Down; Hazmat; Driver/Operator; Live Fire; FF1/FF2 Instructor; Wildlife Fire, and Helicopter Operations.

Strong Regional Partners — Cal Fire; Monterey County Regional Fire; North County Fire, and Marina Fire.

Promotions & Professional Development — Supported 7 Captain Candidates during a one-week long Captain's College for prospective new Fire Captains, and 5 FF's achieved paramedic accreditation.

PREVENTION DIVISION

- Increased contractual capacity to support permitting and fire plan review
- increased demand on inspection services continues.
- Additional supervisory support will be necessary to sustain service levels

Fireworks Statistics
2025 Total Revenue

Citations Issued
96

Citations Collected
$102,748.12

Backlog Data
Inspections Not Yet Completed

Codes
698

Permits
174

Inspections

Code Inspections
1,217

Permit Inspections
1,234

Permits Issued
364

Permits Reviewed
703

Projects Reviewed
120

SFD CADETS

Goal met: Grew from 11 cadets (2024) to 20 cadets (2025) by adding 9 new cadets; 14 mentors supporting the program.

Monthly training: hose/nozzle; search & rescue; SCBA; forcible entry; ground ladders; EMS; auto extrication; professional development.

December End-of-year Drill: Auto extrication on 4 vehicles; hands-on hydraulic tool practice.

Pathways: ROTC option for post-college service or limited participation.

Impact: Builds leadership, teamwork, and real-world fire service experience.







COMMUNITY ENGAGEMENT

96 RIDE-ALONGS CONDUCTED

100 SPECIAL EVENTS SUPPORTED

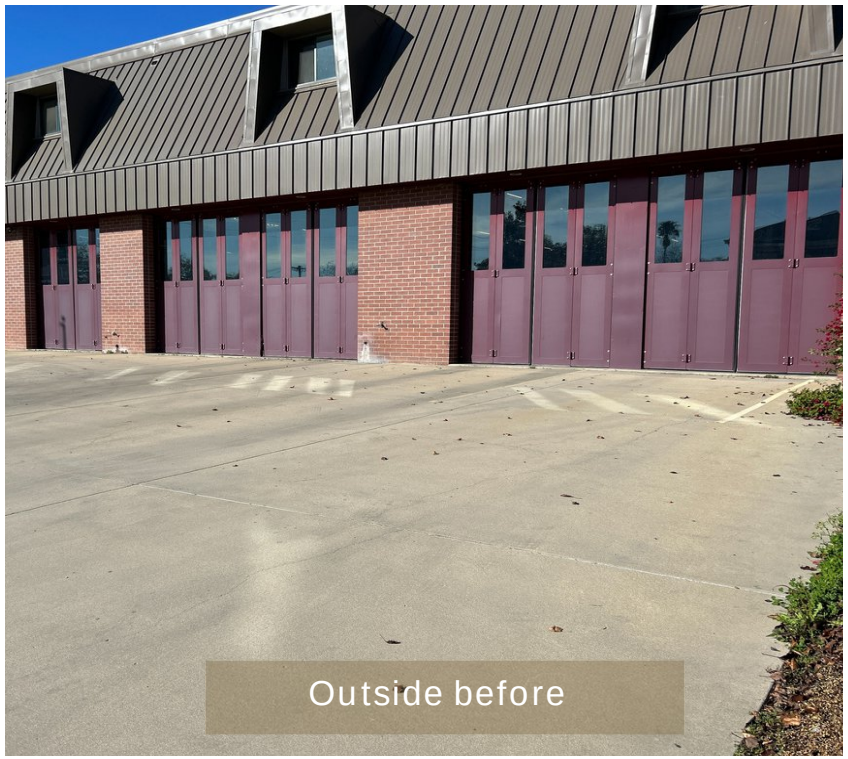
19 PUBLIC EDUCATION EVENTS

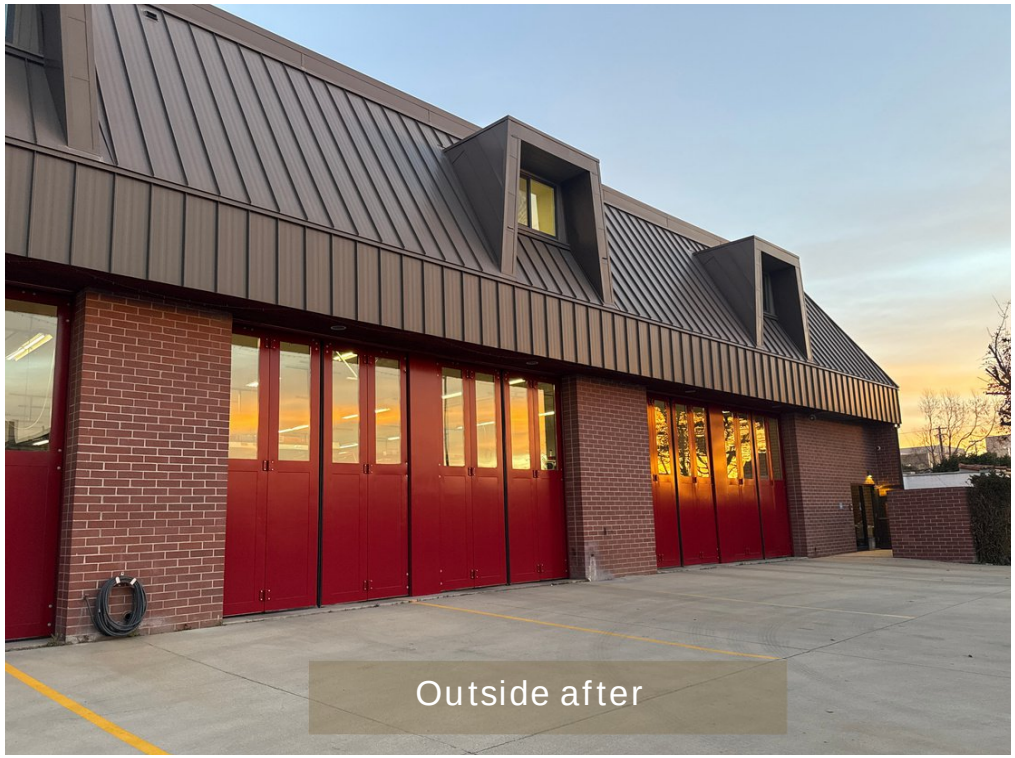
20 FIRE CADETS

MET 2025 GOAL!

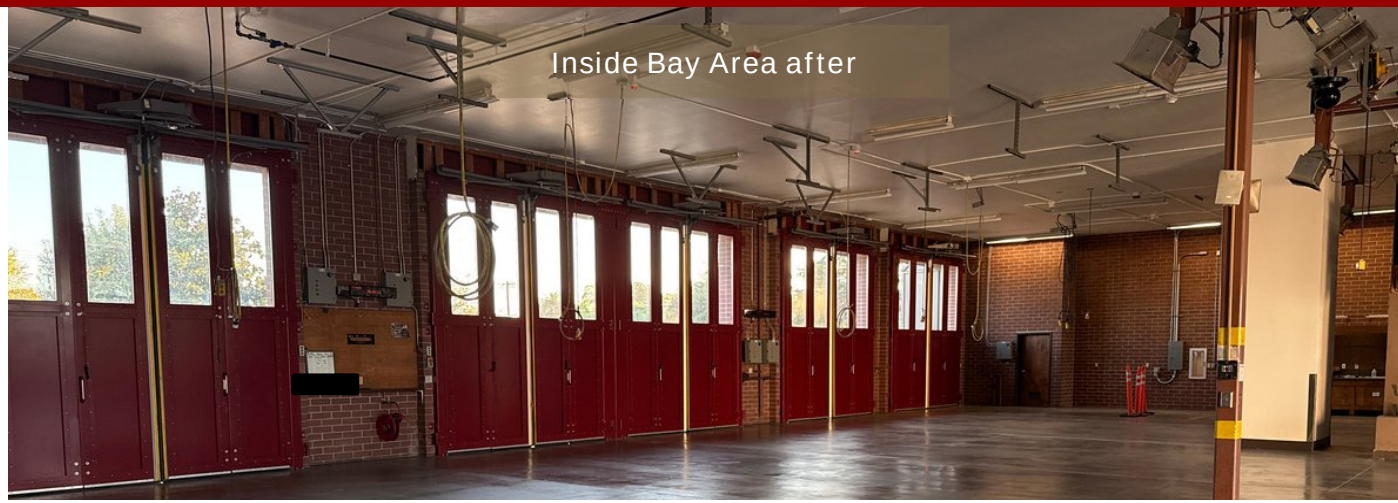
FIRE STATION 1 REMODEL

- Relocated to a temporary home near Sherwood
- Infrastructure and years of deferred maintenance
- Strengthened the station's safety, reliability, and long-term ability to serve the residents of Salinas


Outside before


Outside after


Inside Bay Area before


Inside Bay Area after


Kitchen/Dayroom in progress

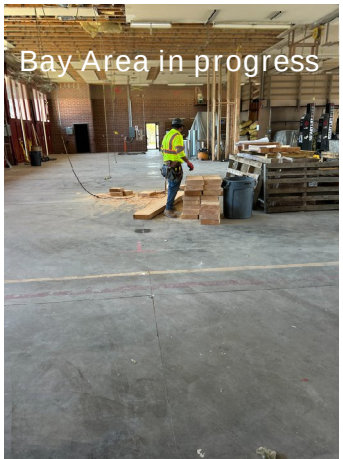

Inside Kitchen & Dayroom after

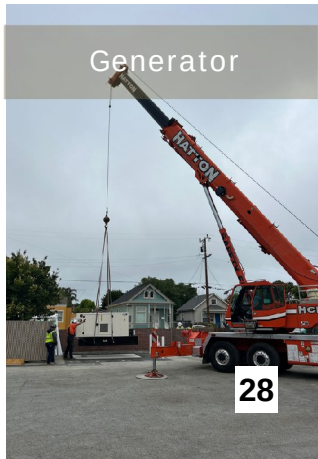

Kitchen in progress


Dayroom in progress


Kitchen in progress


Bathroom in progress


Bay Area in progress



Generator

THANK YOU FOR YOUR SUPPORT

The Salinas Fire Department is dedicated to preserving and protecting the safety of our community with integrity, pride, and commitment.

SAMUEL P. KLEMEK, FIRE CHIEF

File #: ID#26-189, **Version:** 1

Minutes

Approve minutes of April 7, 2026 and April 21, 2026.

City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Meeting Minutes - Unofficial

City Council

Mayor Dennis Donohue
Councilmembers:
Jose Luis Barajas, District 1 - Tony Barrera, District 2
Margaret D'Arrigo, District 3 - Gloria De La Rosa, District 4
Andrew Sandoval, District 5 - Aurelio Salazar, District 6

Rene Mendez, City Manager
Christopher A. Callihan, City Attorney
City Clerk's Office: (831) 758-7381

Tuesday, April 21, 2026 **4:00 PM** **SALINAS ROTUNDA**

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 6 - Councilmember Tony Barrera
Councilmember Margaret D'Arrigo
Councilmember Gloria De La Rosa
Councilmember Aurelio Salazar
Councilmember Jose Andrew Sandoval
Mayor Dennis Donohue

Absent: 1 - Councilmember Jose Barajas

PROCLAMATIONS

The City Council proclaimed:

National Fair Housing Month, April 2026
Youth Violence Prevention Week, April 20-26, 2026
Distracted Driving Awareness Month, April 2026
National Poppy Day, May 22, 2026

GENERAL PUBLIC COMMENTS

Received public comment from members of the public in attendance and on Zoom.

SALINAS YOUTH COUNCIL UPDATES AND COMMENTS

Received presentation from Youth Councilmembers Marisol Mederos and Andres Martinez.

CALIFORNIA GOVERNMENT CODE §84308 - LEVINE ACT

No disclosures reported.

PUBLIC HEARINGS

ID#26-136

Second Substantial Amendment to the United States Department of Housing and Urban Development FY 2025-2026 Annual Action Plan

Received report from Assistant Community Development Director Orlando Reyes regarding Substantial Amendment to Housing and Urban Development FY 2025-26 Annual Action Plan. On February 9, 2026, the City received $1,173,419 in Community Development Block Grant (CDBG) Program Income from the sale of City-owned property located at 342 Front Street, Salinas. Staff recommend allocating $1,085,000 of these funds toward the acquisition of real property in the Chinatown Neighborhood to support future housing and/or economic development goals consistent with the Chinatown Neighborhood Revitalization Plan. The remaining $88,419 is proposed to be allocated to the Alisal Neighborhood Revitalization Strategy Area Sidewalk Improvements project and eligible CDBG program administration costs. Approval of these allocations requires a Substantial Amendment to the FY 2025-2026 Annual Action Plan. Report filed with the CIty Clerk as the official record.

The following members of the public commented on the report:
Jose Guerra
Marina Zarate, Building Healthy Communities (JAV Language Solutions)
Jesus Verduzco, Building Healthy Communities (JAV Language Solutions)
Olga Reyna
Adriana Garcia, Building Healthy Communities (JAV Langauge Solutions)
Kevin, Building Healthy Communities
Eloise Shim
Nidia Soto, Building Healthy Communities (JAV Language Solutions)
Karen Cameny

Upon motion by Councilmember De La Rosa, seconded by Councilmember Barrera, Resolution authorizing the submission of the Second Substantial Amendment to the Fiscal Year (FY) 2025-2026 Annual Action Plan (AAP) to the United States Department of Housing and Urban Development (HUD); and authorize the allocation of $1,173,419 in Community Development Block Grant Program Income funds from FY 2025-2026 AAP to projects described in the Summary of Second Substantial Amendment to HUD FY 2025-2026 AAP; and authorizing the City Manager, or designee, to incorporate any necessary modifications to the Substantial Amendment based on community feedback, and to execute any agreements and related documents for HUD-funded projects and activities as outlined in the Summary of Second Substantial Amendment to HUD 2025-2026 AAP was approved. The motion carried by the following vote:

Ayes: 6 - Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Absent: 1 - Councilmember Barajas

Enactment No: RES 2026-048

ID#26-074

Fiscal Year 2026-27 City-Wide Schedule of Fees and Service Charges

Received report from Assistant Finance Director Abe Pedroza regarding the proposed Citywide fees and service charges schedule for various services and permits. The schedule ensures transparency and consistency in fees charged for services to provide cost-recovery to the General Fund and other funds. Adjusting the Fiscal Year (FY) 2026/27 in accordance with the Consumer Price Index (CPI) ensures fees and charges keep pace with inflation and sufficient cost recovery for the City. The updated Schedule

of Fees and Charges will be effective 60 days after City Council adoption and will begin July 1, 2026. Report filed with the City Clerk as the official record.

The following members of the public commented on the report:
Jose Guerra
Eric Petersen
Daniel Munoz

Upon motion by Councilmember Barrera, seconded by Councilmember D'Arrigo, Resolution authorizing adjustments and additions to the City-Wide Schedule of Fees and Service Charges effective July 1, 2026 was approved. The motion carried by the following vote:

Ayes: 5 - Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar and Mayor Donohue

Noes: 1 - Councilmember Sandoval

Absent: 1 - Councilmember Barajas

Enactment No: RES 2026-049

ID#26-056 City Development Impact Fees Annual Adjustment

Received report from Assistant Public Works Director/City Engineer Adriana Robles regarding the impact fees on new development collected and used by jurisdictions to fund the cost of public facilities to serve new growth. The City of Salinas has adjusted its Development Impact Fees annually to account for fluctuation in construction costs and to keep pace with inflation, with one exception during the onset of COVID. The proposed Development Impact Fees increase of 2.8% is consistent with the Engineering News Record's Construction Cost Index, effective July 1, 2026. Report filed with the City Clerk as the official record.

The following members of the public commented on the report:
Jose Guerra

Upon motion by Councilmember De La Rosa, seconded by Councilmember D'Arrigo, Resolution increasing the Development Impact Fees by 2.8% effective July 1, 2026 was approved. The motion carried by the following vote:

Ayes: 6 - Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Absent: 1 - Councilmember Barajas

Enactment No: RES 2026-050

ID#26-154 Parking Citation Fines Update

Received report from Assistant Engineer Gerardo Rodriguez regarding the City's parking citation fines schedule adjustment recommending an update to the parking citation fines schedule to ensure fines remain consistent with nearby agencies. Report filed with the City Clerk as the official record.

The following members of the public commented on the report:
Jose Guerra
Eric Petersen

Upon motion by Councilmember Barrera, seconded by Councilmember Salazar, Resolution adopting the updated Schedule of Parking Citation Fines was approved. The motion carried by the following vote:

Ayes: 6 - Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Absent: 1 - Councilmember Barajas

Enactment No: RES 2026-051

ID#26-162 **Republic Services Garbage & Recycling Rates FY 26-27**

Received report from Sustainability Analyst Bryan Garcia regarding Republic Services' proposed rates for Solid Waste, Recycling, and Organics (Green Waste) Collection Services for Fiscal Year 2026-27 reflecting a total increase of 3.73% (or $1.36) for the typical 32-gallon Single-Family Residential customer and an average of 3.76% for Multi-Family Residential customers. Commercial services monthly rate for a customer with a 3-cubic yard bin collected once per week reflects a 3.79% (or $21.58) increase. Rate adjustments are driven by Consumer Price Index (CPI) adjustment, City franchise fees, and increased processing costs from regional waste authorities. The proposed rates become effective July 1, 2026. Mr. Garcia requested the City Council also consider and amendment to the street sweeping provisions of the Collection Services Agreement to allow the City to resume the responsibility for providing street sweeping services. Report filed with the City Clerk as the official record.

The following members of the public commented on the report:
Jose Guerra
Eric Petersen
Daniel Munoz

Upon motion by Councilmember Barrera, seconded by Councilmember De La Rosa, Resolution finding Republic Services of Salinas' (Republic Services) proposed annual adjustments to the Schedule of Service Fees and Schedule of Rates for Residential and Commercial Customers effective July 1, 2026, to be approved and consistent with the terms of the Collection Services Agreement; and approving and authorizing the Mayor to execute the First Amendment to the Collection Services Agreement with Republic Services to allow for the City to assume responsibility for performing street sweeping services was approved. The motion carried by the following vote:

Ayes: 5 - Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar and Mayor Donohue

Noes: 1 - Councilmember Sandoval

Absent: 1 - Councilmember Barajas

Enactment No: RES 2026-052

CONSIDERATION

ID#26-167 **2025-2028 City of Salinas Strategic Plan - Implementation Update**

Received report from Assistant City Manager Lisa Murphy highlighting the 2025-2028 City of Salinas Strategic Plan and identified key initiatives. Report filed with the City Clerk as the official record.

The following members of the public commented on the report:
Jose Guerra
Eloise Shim

Upon motion by Councilmember Barrera, seconded by Councilmember De La Rosa, Administrative Report related to the 2025-2028 City of Salinas Strategic Plan implementation update was received and accepted. The motion carried by the following vote:

Ayes: 6 - Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Absent: 1 - Councilmember Barajas

The City Council recessed for a beak at 7:19 p.m. and reconvened at 7:30 p.m.

ADMINISTRATIVE REPORTS

ID#26-164 **Biennial Operating and Capital Improvement Program Budgets for Fiscal Years 2026/27-2027/28**

Received report from Finance Director Selina Andrews regarding the proposed development of a biennial Operating and Capital Improvement Program budgets for Fiscal Years 2026/27 – 2027/28. A multi-year approach enables the City to better set meaningful objectives with realistic time frames for completion.

The following members of the public commented on the report:
Jose Guerra
Eric Petersen

Received report on the benefits of producing a Biennial Operating and Capital Improvement Program Budget for Fiscal Years 2026/27-2027/28.

CONSENT AGENDA

ID#26-139 **Amendment No. 2 to Professional Services Agreement with 4LEAF, Inc.**

Upon motion by Councilmember Barrera, seconded by Councilmember D'Arrigo, Resolution authorizing the submission of the Second Substantial Amendment to the Fiscal Year (FY) 2025-2026 Annual Action Plan (AAP) to the United States Department of Housing and Urban Development (HUD); and authorize the allocation of $1,173,419 in Community Development Block Grant Program Income funds from FY 2025-2026 AAP to projects described in the Summary of Second Substantial Amendment to HUD FY 2025-2026 AAP; and authorizing the City Manager, or designee, to incorporate any necessary modifications to the Substantial Amendment based on community feedback, and to execute any agreements and related documents for HUD-funded projects and activities as outlined in the Summary of Second Substantial Amendment to HUD 2025-2026 AAP was approved. The motion carried by the following vote:

Ayes: 6 - Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Absent: 1 - Councilmember Barajas

Enactment No: RES 2026-053

ID#26-140 **Amendment No. 2 to Professional Services Agreement with Shums Coda Associates, Inc.**

Upon motion by Councilmember Barrera, seconded by Councilmember D'Arrigo, Resolution authorizing the City Manager to execute Amendment No. 2 to the Agreement for Professional Services with Shums Coda Associates to increase the total compensation amount by $200,000 for a maximum compensation amount of $400,000 was approved. The motion carried by the following vote:

Ayes: 6 - Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Absent: 1 - Councilmember Barajas

Enactment No: RES 2026-054

ID#26-155 **Amendment No. 5 to Agreement for Professional Services with TEF Architecture and Interior Design, Inc. for Architectural Services**

Upon motion by Councilmember Barrera, seconded by Councilmember D'Arrigo, Resolution authorizing the City Manager to execute Amendment No. 5 to Agreement for Professional Services with TEF Architecture and Interior Design, Inc. for architectural services to expand the scope of services and increase the compensation amount by $51,235 for a maximum compensation amount not to exceed $1,365,734 was approved. The motion carried by the following vote:

Ayes: 6 - Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Absent: 1 - Councilmember Barajas

Enactment No: RES 2026-055

ID#26-161 **Amendment No. 3 to Professional Services Agreement with Kimley-Horn and Associates, Inc. for Environmental Consulting Services Related to Downtown Parking Lots 8 and 12**

Upon motion by Mayor Donohue, seconded by Councilmember De La Rosa, Resolution approving Amendment No. 3 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for consulting services including Phase II Environmental Site Assessment activities related to Downtown Parking Lots 8 and 12 to amend the scope of services and increase the not-to-exceed compensation amount by $40,000, for a revised total not-to-exceed amount of $286,175; and authorizing the City Manager to execute Amendment No. 3 on behalf of the City was approved. The motion carried by the following vote:

Ayes: 5 - Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar and Mayor Donohue

Noes: 1 - Councilmember Sandoval

Absent: 1 - Councilmember Barajas

Enactment No: RES 2026-056

CITY MANAGER'S REPORT

Received a brief oral report from City Manager Mendez highlighting the new Proactive Code Enforcement program across all City Council Districts.

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

ADJOURNMENT

Meeting adjourned at 8:20 p.m.

File #: ID#26-124, **Version:** 1

Acceptance of the 2025 Pavement Improvements Project, CIP No. 9981

Approve a Resolution accepting the 2025 Pavement Improvements Project, CIP No. 9981, for maintenance and responsibility.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 5, 2026**

DEPARTMENT: **PUBLIC WORKS DEPARTMENT**

FROM: **DAVID JACOBS, P.E., L.S., PUBLIC WORKS DIRECTOR**

BY: **VICTOR SANCHEZ, ASSISTANT ENGINEER**
ADRIANA ROBLES, PE, CFM, CITY ENGINEER

TITLE: **ACCEPTANCE OF THE 2025 PAVEMENT IMPROVEMENTS PROJECT, CIP 9981 FOR MAINTENANCE AND RESPONSIBILITY**

RECOMMENDED MOTION:

A motion to approve a Resolution:

1. Accepting the 2025 Pavement Improvements Project, CIP No. 9981, for maintenance and responsibility;
2. Approving reallocation of budget up to $69,352 from CIP 9081 to CIP 9981; and
3. Approving reallocation of budget up to $62,200 from CIP 9163 to CIP 9981.

EXECUTIVE SUMMARY:

On June 17, 2025, City Council awarded the 2025 Pavement Improvements Project, CIP No. 9981 to Granite Construction Company ("Granite") for a contract amount of $4,853,080 and approved a 20% contingency in the amount $967,766. Construction began on September 8, 2025, with 70 working days provided for project completion. Granite has completed the pavement improvements for nine road segments on time and under budget, including 16 contract change orders, for a grand total of $5,295,316. Substantial completion was issued on February 27, 2026. The construction methods and materials met the project specifications, and the Project has been deemed complete. Staff recommends acceptance of the Project for maintenance and responsibility. The requested reallocation of CIP projects is due to additional approved work incorporated into the project such as patch and repair, striping, and signage.

BACKGROUND:

The 2025 Pavement Improvements Project, CIP 9981 (the "Project") represents completion of the Year 1 streets identified in the 5-Year Street Pavement Preservation Street List approved by City Council on June 25, 2024, through Resolution No. 23031, and is a continuation of the City's effort to rehabilitate streets. Following field inspections of the selected streets, staff identified a combination of treatments to apply to the roadways including crack treatment, patch and repair, aggregate base repair, pavement mill and fill, and rubberized asphalt overlay.

On June 17, 2025, pursuant to Resolution No. 23277, City Council awarded the Project to Granite Construction Company for the sum of $4,853,080.20 and approved a 20% contingency in the amount $967,766. The Project which included pavement digouts and aggregate base repair, crack treatment, hot mix asphalt (HMA) overlay, rubberized hot mix asphalt (RHMA) overlay, and installation of new signs and striping for nine roadway segments began on September 8, 2025, and was deemed substantially complete on February 27, 2026.

Year 1 streets included East and West Laurel Drive (from Constitution Boulevard to North Davis Road) and District 2 roadways (Wiren St, Sky Pl, Bardin Way, Bardin Cir, Green St, Acosta St, and Cortez St).

Exhibit A, attached to this report, provides a location map and Table No. 1, below, identifies the pavement treatments.

Table 1: Roadway Treatment Summary

STREET SEGMENT	BEGIN	END	TREATMENT
West Laurel Drive	N Davis Rd	N Main St	6" pavement digout and repair, 5.6" base repair, 4.4" pavement milling, 2.4" HMA overlay, 2" RHMA overlay, crack treatment, striping
East Laurel Drive	N Main St	Natividad Rd	6" pavement digout and repair, 5.6" base repair, 4.4" pavement milling, 2.4" HMA overlay, 2" RHMA overlay, crack treatment, striping
East Laurel Drive	Natividad Rd	Constitution Blvd	6" pavement digout and repair, crack treatment
Sky Place	Alma Ave	End	2" pavement milling, 2" HMA overlay
Acosta Street	Towt St	2nd Ave	2" pavement milling, 2" HMA overlay
Green Street	Garner Ave	Del Monte	2" pavement milling, 2" HMA overlay
Cortez Street	New Deal Ave	End	2" pavement milling, 2" HMA overlay
Bardin Way/ Bardin Circle	Williams Rd	End	2" pavement milling, 2" HMA overlay
Wiren Street	Williams Rd	End	2" pavement milling, 2" HMA overlay

Restriping

Typically, restriping was conducted under an on-call contract for Traffic Control Devices. On October 28, 2025, following an extensive review of pricing provided through bids for the on-call services for traffic control devices, the City Council rejected all bids given the significant increase in unit pricing (Resolution No. 23353). The restriping anticipated as part of the 2025 restriping

efforts was then included as part of the Project and four roadway segments were restriped, E Bernal St, N Main St, Natividad Rd and E Alisal St/Skyway Blvd.

Measurable Outputs

Table 2 summarizes the Project's measurable outputs.

Table 2: Project Output Summary

CONSTRUCTION ACTIVITY	QUANTITY	UNIT
Crack Treatment	10	LLM
4" Pavement Removal	244,823	SF
2" Pavement Mill	436,867	SF
6" thick pavement digout and repair,	28,255	SF
5.6" thick aggregate base repair	154,536	SF
2" thick HMA	210,779	SF
2.4" thick HMA	274,652	SF
2" thick RHMA	440,924	SF
Striping	12	LLM

Contract Change Orders

A total of 17 change orders totaling $442,236.54 and 7 additional working days were issued for the Project. Table 3. provides a summary of the additional work required for the project, along with the associated costs.

Table 3: Change Order Summary

CCO NO.	DESCRIPTION	WORKING DAYS	AMOUNT
-	Base Bid No.1	50	$4,035,619.00
-	Add-Alt No.2	15	$748,211.20
-	Add-Alt No.4	5	$55,000.00
1	Additional CL monuments along W/E Laurel Dr	0	$4,500.00
2	Adjust unit rates for the change of AC	0	$27,874.00

CCO NO.	DESCRIPTION	WORKING DAYS	AMOUNT
3	Adjust PG&E gas valves	0	$10,500.00
4	Adjust existing electrical conduit at W Laurel	0	$26,180.00
5	Slurry cement backfill at W Laurel Dr (unsuitable soil)	0	$121,250.00
6	Install pavement stabilization fabric	0	$31,900.00
7	Adjust pavement removal cost for variations in pavement thickness	5	$13,998.53
8	Patch and repair at Las Casitas Dr and Rochex Dr	1	$62,200.00
9	Wedge grind and asphalt overlay at Green St (design change due to unsuitable soils)	1	$150,800.00
10	Adjust electrical conduit at Green St	0	$17,274.64
11	Additional striping at N Main St	0	$14,351.97
12	Restriping W/E Laurel Dr	0	$43,967.55
13	Adjust additional manholes, valves, and monuments	0	$9,000.00
14	Change pavement section	0	$35,554.28
15	Temporary opening of a manhole	0	$4,665.63
16	Repair residential roadways	0	$6,324.32
17	Balance change order to adjust contract cost	0	($138,104.38)
	PROJECT GRAND TOTAL	**77**	**$5,295,316.74**

Funding

Although the Project was completed below the allocated budget, multiple sources were required in order to fund the Project. On June 17, 2025, the City was awarded a $250,000 grant from the California Department of Resources Recycling and Recovery (Cal Recycle), of which $168,840 were used to incorporate rubberized hot mix asphalt to the Project (Resolution No. 23206). These funds, combined SB1 and Measure X provided the funding for the Project.

Staff also looked to other resources to fund additional work incorporated into the Project as extra work, including Traffic Calming (CIP 9163) for patch and repair at Las Casitas Dr and Rochex Dr (CCO No. 8) and Striping and Signage funds (CIP 9081) for restriping at E Bernal St, N Main St, Natividad Rd and E Alisal St/Skyway Blvd (Bid Alt.4 and CCO No. 11). As such, staff is

requesting a transfer from these funds 9163 and 9081 to reimburse the Pavement Improvements CIP 9981.

Project Closeout

The Project was deemed substantially complete on February 27, 2026. The construction methods and materials met the Project Specifications. Staff recommend acceptance of the Project for maintenance and responsibility.

Before and after photos of the Project are attached.

CEQA CONSIDERATION:

Categorically exempt. The City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301(c), Class I) because the project proposes maintaining existing roadways, crosswalks, signage, and pavement striping.

Furthermore, the project does not qualify for any of the exceptions to the categorical exemptions found at CEQA Guidelines Section 15300.2 as all exceptions do not relate to the project scope of work for this project.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No. This project was advertised and competitively bid.

STRATEGIC PLAN INITIATIVE:

This item relates to the Council's Goal of *Infrastructure* by improving the pavement condition of nine roadway segments; *Economic Development* by providing economic opportunities to local contractors; *City Services* by combining resources to provided improvements such as restriping and traffic calming requested by the community and *Public Safety* by restriping roadways to provide clear lane delineations and reducing the appearance of blight that may come from a severely damaged pavement.

DEPARTMENTAL COORDINATION:

Public Works staff and Finance staff have worked together on the funding of the 2025 Pavement Improvement Project.

FISCAL AND SUSTAINABILITY IMPACT:

Accepting the 2025 Pavement Improvements Project, CIP No. 9981 for maintenance and responsibility has no direct fiscal impact. The project was constructed within its allocated budget and contingencies.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
2511	50.9081-66.4000	Capital Outlay Improvements	$247,576.07	-$69,352
2511	50.9981-66.4000	Capital Outlay Improvements	$9,773,517.09	$69,352
2510	50.9163-66.4000	Capital Outlay Improvements	$483,583.74	-$62,200
2510	50.9981-66.4000	Capital Outlay Improvements	$9,773,517.09	$62,200

ATTACHMENTS:

Resolution
Exhibit A Location Map
Before/After Photos

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION ACCEPTING THE 2025 PAVEMENT IMPROVEMENTS PROJECT, CIP 9981 FOR MAINTENANCE AND RESPONSIBILITY

WHEREAS, the 2025 Pavement Improvements Project, CIP 9981 (the "Project") is a continuation of the City's effort to maintain miscellaneous streets that have deteriorated in past years due to pavement age, vehicle usage, and type of vehicles on the roadway; and

WHEREAS, on June 25, 2024, pursuant to Resolution 23031, City Council approved the 5-Year Pavement Preservation Street List which prioritized pavement rehabilitation based on the Pavement Management and Street Selection Policy, Resolution No. 22953; and

WHEREAS, on June 17, 2025, pursuant to Resolution No. 23277, City Council awarded the Project to Granite Construction Company for the sum of $4,853,080.20 and approved a 20% contingency in the amount $967,766.00.; and

WHEREAS, the project began on September 8th, 2025, and included crack treatment, base repair, pavement patch and repair, pavement mill and fill, rubberized asphalt overlay and striping; and

WHEREAS, a total of nine street segments received pavement maintenance and an additional four small street segments were restriped; and

WHEREAS, a total of sixteen change orders totaling $442,236.54 were issued along with seven additional working days for a total of 77 working days for the Project; and

WHEREAS, the total construction cost, including change orders, was $5,295,316.74; and

WHEREAS, the project was funded through Measure X, SB1, and a grant from the California Department of Resources Recycling and Recovery (CalRecycle); and

WHEREAS, staff used the Project as an opportunity to combine resources to complete patch and repair needed to implement traffic calming measures and restriping. Staff is requesting a transfer of funds from Striping and Signage (CIP 9081) and Traffic Calming (CIP 9163) to reimburse the Project for the extra work requested; and

WHEREAS, the Project was deemed substantially complete on February 27, 2026; and

WHEREAS, the Project was determined to be exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301(c), Class I.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council accepts the 2025 Pavement Improvement Project, CIP 9981 for maintenance and responsibility; and

BE IT FURTHER RESOLVED that the Salinas City Council approves a transfer of $69,351.97 from CIP 9081 to CIP 9981; and

BE IT FURTHER RESOLVED that the Salinas City Council approves a transfer of $62,200 from CIP 9163 to CIP 9981.

PASSED AND APPROVED this 5th day of May 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dennis Donohue, Mayor

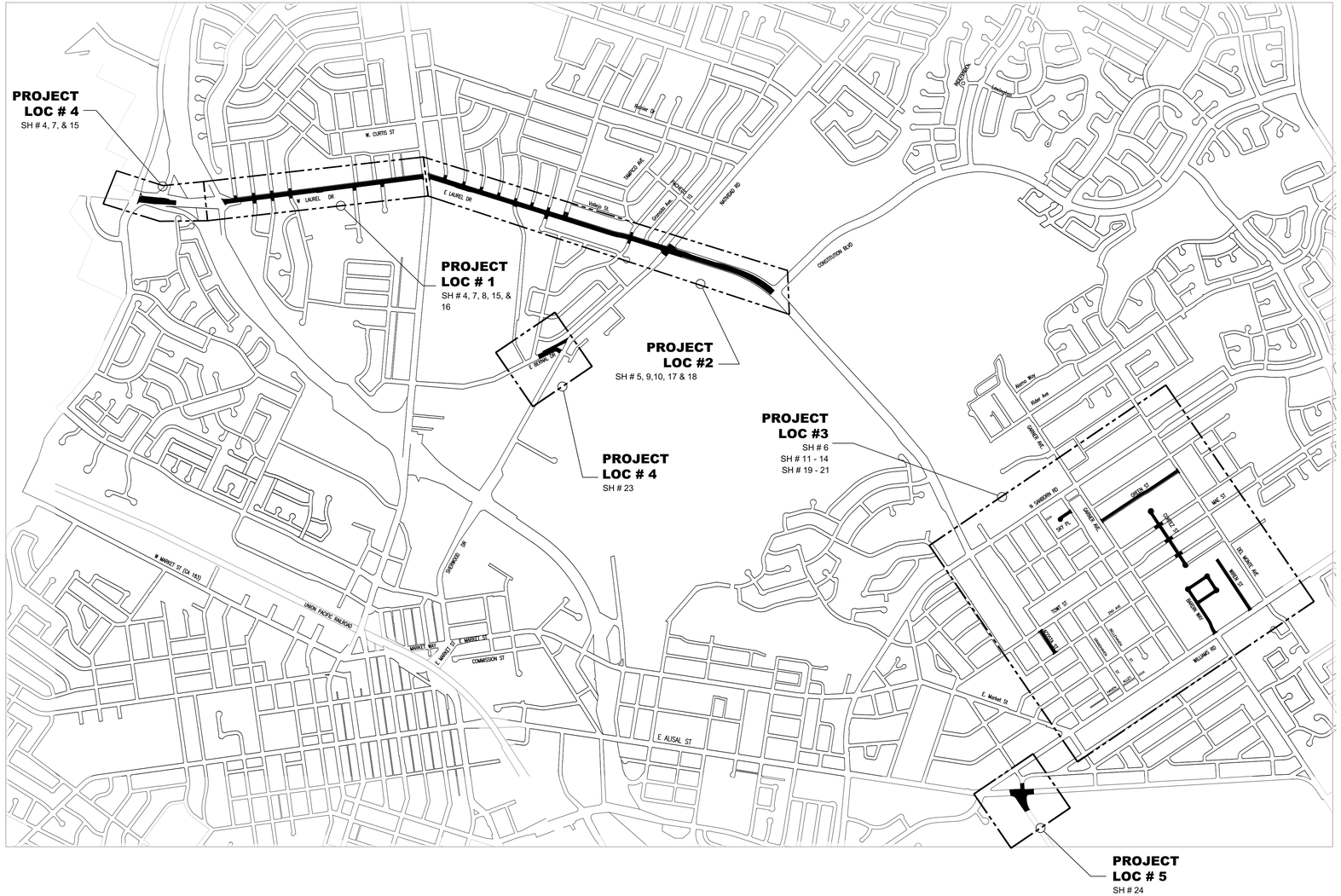
ATTEST:

_____
Patricia M. Soratos, City Clerk

2025 PAVEMENT IMPROVEMENTS

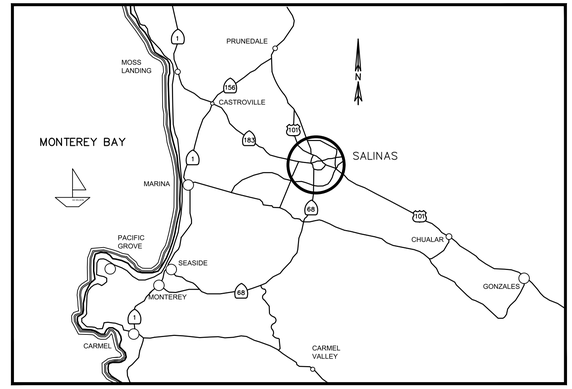
ON VARIOUS STREETS - PROJECT No. 9981

SALINAS
RICH IN LAND | RICH IN VALUES



LOCATION MAP

NOT TO SCALE



VICINITY MAP

NOT TO SCALE

SHEET INDEX

SH. No.	SHEET TITLE	BASE BID	ADD ALT
1	TITLE SHEET	1	
2	NOTES	1	
3	DETAILS	1	
4	EROSION AND SEDIMENT CONTROL - LOC. No. 1 & 4 - W LAUREL DR	1	
5	EROSION AND SEDIMENT CONTROL - LOC. No. 2 - E LAUREL DR	1	
6	EROSION AND SEDIMENT CONTROL - LOC. No. 3 - DISTRICT 2		2
7	REMOVE AND REPLACE - LOC. NO. 1 & 4 - W LAUREL DR	1	
8	REMOVE AND REPLACE- LOC. NO. 1 - W LAUREL DR	1	
9	REMOVE AND REPLACE - LOC. NO. 2 - E LAUREL DR	1	
10	REMOVE AND REPLACE - LOC. NO. 2 - E LAUREL DR	1	
11	MILL AND REPAIR/OVERLAY - LOC. NO. 3 - WIREN ST		2
12	MILL AND REPAIR/OVERLAY - LOC. NO. 3 - BARDIN CIR, BARDIN WAY & SKY PL		2
13	REMOVE AND REPLACE - LOC. NO. 3 - ACOSTA ST & CORTEZ ST		2
14	REMOVE AND REPLACE - LOC. NO. 3 - GREEN ST		2
15	STRIPING & SIGNING PLANS - LOC. No. 1 & 4 - W LAUREL DR	1	
16	STRIPING & SIGNING PLANS - LOC. No. 1 - W LAUREL DR	1	
17	STRIPING & SIGNING PLANS - LOC. No. 2 - E LAUREL DR	1	
18	STRIPING & SIGNING PLANS - LOC. No. 2 - E LAUREL DR	1	
19	STRIPING & SIGNING PLANS - LOC. No. 3 - ACOSTA ST, SKY PL & WIREN ST		2
20	STRIPING & SIGNING PLANS - LOC. No. 3 - BARDIN WAY & BARDIN CIR		2
21	STRIPING & SIGNING PLANS - LOC. No. 3 - CORTEZ ST, GREEN ST		2
22	STRIPING PLANS - LOC. No. 2 - E LAUREL DR & NATIVIDAD RD		4
23	STRIPING PLANS - LOC. No. 4 - E BERNAL DR		4
24	STRIPING PLANS - LOC. No. 5 - E ALISAL ST & SKYWAYBLVD		4
T-1	W LAUREL DR OUTSIDE LANE TRAFFIC CONTROL	1	
T-2	W LAUREL DR OUTSIDE LANE TRAFFIC CONTROL	1	
T-3	W LAUREL DR INSIDE LANE TRAFFIC CONTROL	1	
T-4	W LAUREL DR INSIDE LANE TRAFFIC CONTROL	1	
T-5	W LAUREL DR DETOUR PLAN	1	
T-6	W LAUREL DR DETOUR PLAN	1	

811 Know what's below. Call before you dig.

SALINAS
RICH IN LAND | RICH IN VALUES

CITY OF SALINAS

PUBLIC WORKS DEPARTMENT

DESIGNED BY: V. GUTIERREZ
CAD BY: V. GUTIERREZ
CONSTRUCTION INSPECTION SUPERVISOR:
PROJECT ENGINEER / MANAGER:

APPROVED FOR CONSTRUCTION:
DATE 4/25/2025
ADRIANA ROBLES, P.E.
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
ADRIANA ROBLES
NO. 69142
CIVIL
STATE OF CALIFORNIA

REVIEWED BY:
DATE _____
DAVID T. JACOBS, P.E., L.S.
PUBLIC WORKS DIRECTOR

DATE	REVISION	APP.

2025 PAVEMENT IMPROVEMENTS ON VARIOUS STREETS

TITLE SHEET

PROJ. NO(S): 9981
SHEET NO.: 1
FILE NO.: 8280
OF: 30

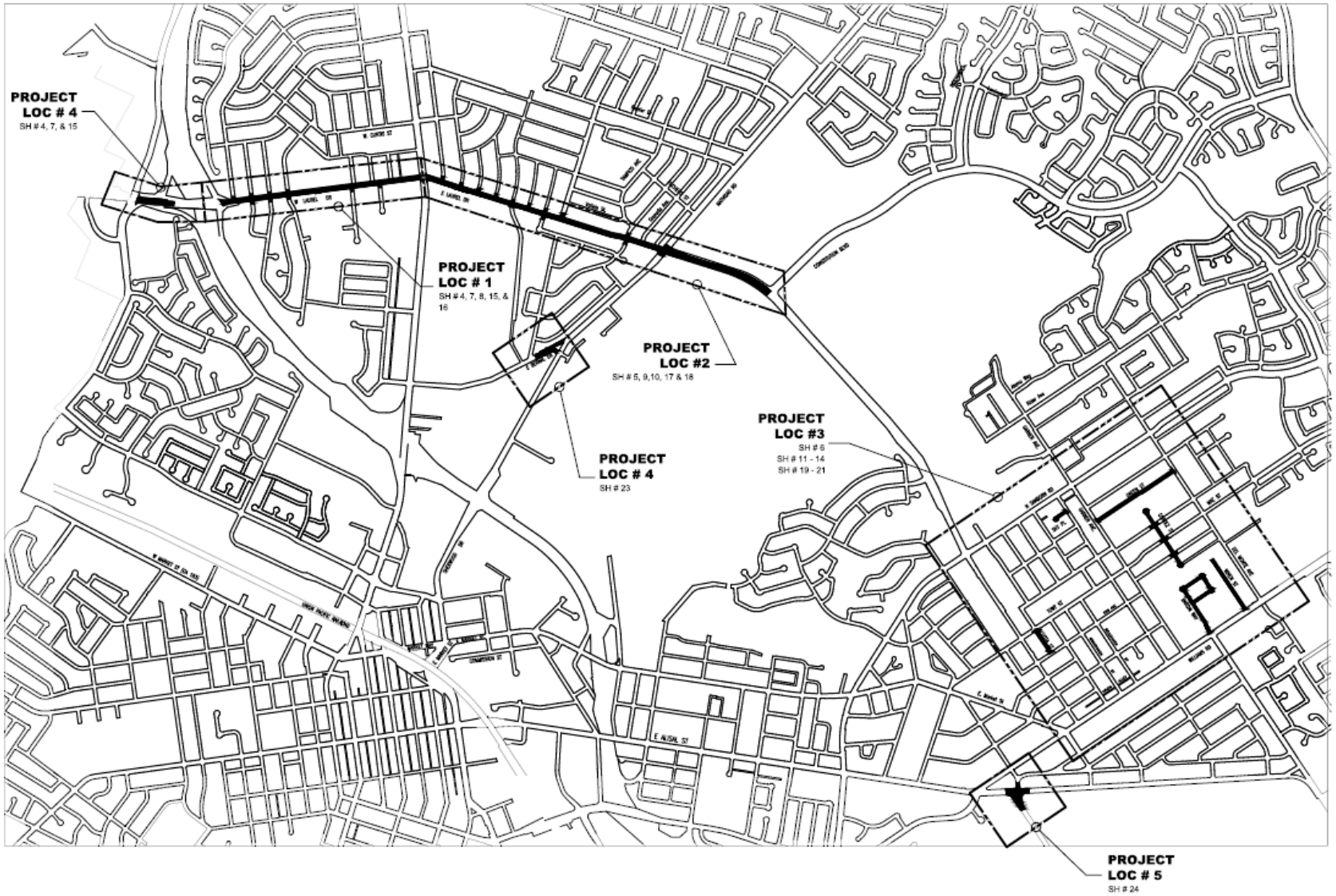
File Path: J:\p\9981 2025 Pavement Improv\Plans\Title Sheet 2025 Pave Improv.dwg
Plot By: VICTORIA GUTIERREZ
Plot Date: 4/24/2025 2:12 PM



SALINAS
RICH IN LAND | RICH IN VALUES

2025 PAVEMENT IMPROVEMENTS PROJECT

PROJECT LOCATIONS



LOCATION MAP
NOT TO SCALE

West Laurel Drive

BEFORE



AFTER



West Laurel Drive

BEFORE



AFTER



West Laurel Drive

BEFORE



AFTER



East Laurel Drive

BEFORE



AFTER



East Laurel Drive

BEFORE



AFTER



Wiren Street

BEFORE



AFTER



Bardin Way

BEFORE



AFTER



Green Street

BEFORE



AFTER



File #: ID#26-168, **Version:** 1

Declaration and Disposal of Chinatown Navigation Center Surplus Furniture, Fixtures and Equipment

Approve a Resolution declaring furniture, fixtures, and equipment (FF&E) from the Chinatown Navigation Center (CNC), as identified in Exhibit A to the Resolution, as surplus; authorizing the disposition of such property to Community Homeless Solutions at no cost without public auction or advertisement for bids; and authorizing the disposal of any remaining FF&E not transferred.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 5, 2026**

DEPARTMENT: **COMMUNITY DEVELOPMENT DEPARTMENT**

FROM: **LISA BRINTON, COMMUNITY DEVELOPMENT DIRECTOR**

THROUGH: **ORLANDO REYES, ASST. COMMUNITY DEVELOPMENT DIRECTOR**

BY: **KAYSHLA LOPEZ, HOMELESS SERVICES MANAGER**

TITLE: **DECLARATION AND DISPOSAL OF CHINATOWN NAVIGATION CENTER SURPLUS FURNITURE, FIXTURES AND EQUIPMENT**

RECOMMENDED MOTION:

A motion to approve a Resolution:

1) Declaring furniture, fixtures, and equipment (FF&E) from the Chinatown Navigation Center (CNC), as identified in Exhibit A to the Resolution, as surplus:
2) Authorizing the disposition of such property to Community Homeless Solutions at no cost without public auction or advertisement for bids; and
3) Authorizing the disposal of any remaining FF&E not transferred.

EXECUTIVE SUMMARY:

Community Homeless Solutions has expressed interest in continuing to use certain furniture, fixtures, and equipment (FF&E) from the Chinatown Navigation Center (CNC) to support similar services at other locations. City Council approval by Resolution will allow the City to declare furniture, fixtures, and equipment (FF&E) from the Chinatown Navigation Center (CNC) as surplus and authorize their disposition to the former operator, Community Homeless Solutions, at no cost, and the disposal of any remaining FF&E not transferred. Transferring these items will allow them to remain in active use serving individuals experiencing homelessness while reducing storage, transportation, administrative, and disposal costs to the City.

BACKGROUND:

The Chinatown Navigation Center (CNC) has been a key component of the City's homeless response system, operating as a low-barrier navigation center focused on connections to shelter, housing, and supportive services. CNC furniture, fixtures, and equipment (FF&E) were specifically purchased to support operations, including client sleeping areas, common spaces, and service delivery functions. As the City prepares for the closure of CNC operations, these items are

no longer needed for continued City use. Community Homeless Solutions, the CNC operator, has expressed interest in acquiring certain FF&E listed in Exhibit A to the Resolution to support similar low-barrier navigation center or interim housing programs.

In accordance with Chapter 12, Article II, Section 12-15(a) of the Salinas Municipal Code, the City Council may authorize the disposition of such property without public auction or advertisement for bids if the Council adopts a resolution finding the public convenience, necessity, or welfare requires such disposition and stating the terms and conditions thereof and the reasons therefore. Declaring the FF&E as surplus and approving their transfer will support continued community benefit while promoting operational efficiency. Authorizing disposal of the identified FF&E will allow them to remain in active use serving individuals experiencing homelessness, while minimizing storage, transportation, administration, and disposal costs to the City. Any remaining FF&E not transferred would be disposed.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

This item closely aligns with the City Council 2025-2028 strategy of ensuring fiscal responsibility and financial management under the Goal of City Services by minimizing storage, transportation, administration, and disposal costs to the City.

DEPARTMENTAL COORDINATION:

This staff report has been coordinated with City Manager's Office, City Attorney's Office, and Public Works Department.

FISCAL AND SUSTAINABILITY IMPACT:

There is no direct fiscal impact on the General Fund. However, it is anticipated that there will be cost savings by minimizing storage, transportation, administration, and disposal of the items/equipment.

ATTACHMENTS:
1. Resolution
2. Chinatown Navigation Center Furniture, Fixtures and Equipment List

RESOLUTION NO. _____ (N.C.S.)

DECLARATION AND DISPOSAL OF CHINATOWN NAVIGATION CENTER SURPLUS FIXTURE, FURNITURE AND EQUIPMENT

WHEREAS, the Chinatown Navigation Center (CNC) has been a key component of the City's homeless response system, operating as a low-barrier navigation center focused on connections to shelter, housing, and supportive services; and

WHEREAS, as the City prepares for the closure of CNC operations, CNC furniture, fixtures, and equipment (FF&E) which were specifically purchased to support operations, including client sleeping areas, common spaces, and service delivery functions are no longer needed for continued City use; and

WHEREAS, Community Homeless Solutions, the CNC operator, has expressed interest in FF&E listed in Exhibit A to the Resolution to support similar low-barrier navigation center or interim housing programs; and

WHEREAS, in accordance with Chapter 12, Article II, Section 12-15 (a) of the Salinas Municipal Code, the City Council may authorize the disposition of property without public auction or advertisement for bids if the Council adopts a resolution finding the public convenience, necessity, or welfare requires such disposition and stating the terms and conditions thereof and the reasons therefore; and

WHEREAS, declaring the FF&E identified on Exhibit A as surplus and approving their transfer will support continued community benefit while promoting operational efficiency. Authorizing disposal of the FF&E will allow them to remain in active use serving individuals experiencing homelessness, while minimizing storage, transportation, administration, and disposal costs to the City; and

WHEREAS, the City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

NOW, THEREFORE, BE IT RESOLVED that pursuant to Salinas Municipal Code Chapter 12, Article II, section 12-15 (a) the Salinas City Council hereby

1) declares the items on the attached Exhibit A: Chinatown Navigation Center Furniture, Fixtures and Equipment List as surplus,
2) authorizes the disposition of such property, without public auction or advertisement for bids, to Community Homeless Solutions at no cost, and
3) authorizes the disposal of any remaining FF&E not transferred.

PASSED AND APPROVED this 5th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dennis Donohue, Mayor

ATTEST:

_____
Patricia M. Soratos, City Clerk

Attachment: Chinatown Navigation Center Furniture, Fixtures and Equipment List

EXHIBIT A: CNC SURPLUS FURNITURE, FIXTURES AND EQUIPMENT LIST				
ITEM	**QUANTITY**	**COMMENTS**	**ESTIMATED VALUE**	**POTENTIAL USE**
SECURITY TV AND CAMERA SYSTEM	1		<$500	Provide security and document incidents to protect the safety of clients/staff
Large TV	2	77"	<$500	Client groups/training
Small TV		33"	<$500	
REFRIGERATOR	1	LARGE GLASS FRONT	<$500	Client Food Storage
REFRIGERATOR/FREEZER	1	STAINLESS STEEL	<$500	Food and medication storage for clients by staff
PRINTERS	5		<$500	Print documents
COMPUTERS	7	INCLUDES KEYBOARDS/MOUSES POWER STRIPS	<$500	To complete forms, notes, make copies, statistical spreadsheets
LAPTOP	1		<$500	Community Outreach
DESKS	6	WITH THE ELECTRICAL SOCKET IN IT	<$500	
DESK RISER FOR COMPUTER	1	REGINA'S OFFICE	<$500	To lift computer for ergonomic purposes
DROP DOWN FILE HOLDER	1	LUPITA'S OFFICE	<$500	To storage files and documents
LARGE PORTAL BOARD	1		<$500	For client groups/staff trainings
BLACK FOLDING CHAIRS	6		<$500	For outreach/pop-up events
BLACK KITCHEN TABLES	7	IN COMMUNITY ROOM	<$500	For clients to eat and used during groups. For clients to review forms.
OFFICE FILING CABINETS	2	HORIZONTAL	<$500	For client files
OFFICE FILING CABINETS	3	VERTICAL	<$500	For office supplies
COMPUTER STATION	1		<$500	
STORAGE SHELF	1	IN OFFICE A	<$500	
AIR PURIFIERS	2	WITH FILTERS	<$500	Cleaning the air; reduce germs/bacteria
WASHER	1	STACKABLE	<$500	
OFFICE CHAIRS	4		<$500	
MICROWAVES	2		<$500	
INDUSTRIAL FANS	2		<$500	
GLASS FRONT LOCKERS	2	IN LOBBY	<$500	Client property storage
ROLLING LAUNDRY CART	1		<$500	To transport supplies, laundry, and client items during intakes
CNC INVENTORY		HYGIENE PRDOUCTS, CLEANING SUPPLIES AND OFFICE SUPPLIES	<$500	Used to meet the needs of the clients and clean the facility

POWER WASHER	1	CONCRETE SCRUBBER	<$500	Clean and sanitize the outside of the facility
CAUTION SIGNS	6	WET FLOOR	<$500	To avoid slip and falls in the facility
CLEANING SYSTEM/CLEANER	1	LAUNDRY ROOM	<$500	Cleaning the facility
SCANNER	1	OFFICE	<$500	For paperwork to send to other agencies
WALL FILE	1	OFFICE	<$500	
TOP LOADING WATER MACHINE	1	OFFICE	<$500	Clean water for staff/clients

File #: ID#26-177, **Version:** 1

Peregrine Technologies Software Subscriptions

Approve a Resolution authorizing the Purchasing Agent to complete the purchase of the remaining software subscription renewals under the existing Agreement with Peregrine Technologies, for an additional amount of $300,000, for a total Agreement cost not to exceed $750,000.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 5, 2026**

DEPARTMENT: **SALINAS POLICE DEPARTMENT**

FROM: **CARLOS ACOSTA, CHIEF OF POLICE**

BY: **TONYA ERICKSON, POLICE SERVICES ADMINISTRATOR**

TITLE: **PEREGRINE TECHNOLOGIES SOFTWARE SUBSCRIPTION**

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the Purchasing Agent to complete the purchase of the remaining software subscription renewals under the existing Agreement with Peregrine Technologies, for an additional amount of $300,000, for a total Agreement cost not to exceed $750,000.

EXECUTIVE SUMMARY:

The Police Department has utilized the Peregrine platform data integration system since 2023 and relies upon this system for crime and intelligence analysis. City Council authorized the execution of the Agreement with Peregrine Technologies on February 7, 2023, and at that time authorized the purchase of up to 3-years of software subscription services for a total cost not to exceed $450,000. The executed Agreement includes the option to extend services for additional renewal periods, up to a total of five terms, at the same annual cost. Staff is requesting authorization to purchase the remaining two optional subscription renewals under the existing agreement, for an additional cost of $300,000, resulting in a total Agreement cost not to exceed $750,000.

BACKGROUND:

On February 7, 2023, City Council authorized the execution of an Agreement with Peregrine Technologies for subscription to the Peregrine platform data integration system for crime and intelligence analysis. The Peregrine platform is a web-based, CJIS-compliant Software-as-a-Service (SaaS) that provides single point of access to view and analyze data from various sources. The platform performs several critical functionalities, including data integration, search and information retrieval, advanced analytics, data management, reporting, collaboration, access control, and security. The Peregrine platform facilitates real-time operational decision making, enhanced crime trend analysis (including victimology), improved investigatory capabilities, and creates analysis products to support public safety. The department has successfully utilized this technology for the last three years and wishes to maintain this subscription.

When City Council authorized the execution of an Agreement with Peregrine Technologies in 2023, it included authorization of up to 3 years of annual software subscription services with a not to exceed cost of $450,000. Under this Agreement, the Police Department has the option to extend services for additional software renewal periods, up to a total of five terms, at the same annual cost. Staff is now requesting authorization to purchase the remaining two optional software subscription renewal periods under the existing agreement, for an additional cost of $300,000, resulting in a total Agreement cost not to exceed $750,000 as shown below.

Status	Subscription Period	Funding Source	Cost
Completed	*April 15, 2023 - April 14, 2024*	*COPS Technology Grant*	*$150,000*
Completed	*April 15, 2024 - April 14, 2025*	*COPS Technology Grant*	*$150,000*
Completed	*April 15, 2025 - April 14, 2026*	*FY 2024-25 PD Budget (General Fund)*	*$150,000*
Request	April 15, 2026 - April 14, 2027	FY 2025-26 PD Budget (General Fund)	$150,000
Request	April 15, 2027 - April 14, 2028	FY 2026-27 PD Budget (General Fund)	$150,000
		Total Not to Exceed (NTE) Amount	**$ 750,000**

The Police Department's approved FY 2025-26 budget includes funding to support the optional renewal for the period April 15, 2026 - April 14, 2027. The Police Department's FY 2026-27 budget requests include funding to maintain the Peregrine platform subscription for the final optional renewal period of April 15, 2027 - April 14, 2028, and the department understands that the final purchase will be dependent upon available funds within the Police Department budget.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No, does not apply. The City of Salinas has determined that Government Code §84308/Levine Act does not apply to this proposed action.

STRATEGIC PLAN INITIATIVE:

The proposed resolution will support the City Council's Strategic Plan Goal of Public Safety.

DEPARTMENTAL COORDINATION:

The Police Department will coordinate with the Finance Department during all purchasing and payment processes.

FISCAL AND SUSTAINABILITY IMPACT:

There is sufficient budget available and appropriated in the current fiscal year. Budget for subsequent years will be included as part of the budget development process.

Fund	**General Ledger Number (Operating/CIP)**	**General Ledger Account Name**	**Remaining Budget Appropriation**	**Amount Requested**
1100	40.4130-62.8550	Supplies & Materials Software	$225,707 *(FY 2025-26)*	$0

ATTACHMENTS:

Resolution
Agreement with Peregrine Technologies
Resolution No 22583, approved 2/7/2023

RESOLUTION NO. _____ (N.C.S.)

RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUBSCRIPTION SERVICES FROM PEREGRINE TECHNOLOGIES

WHEREAS, City Council previously approved the purchase of software subscription services for up to three years and the current term ended April 14, 2026, and the Police Department desires to maintain access to the Peregrine platform; and

WHEREAS, the current Agreement with Peregrine Technologies provides the option to purchase additional subscription terms at the same annual cost.

NOW, THEREFORE, BE IT RESOLVED the Salinas City Council authorizes the Purchasing Agent to complete the purchase of the remaining two optional software subscription renewal periods under the existing Agreement between the City of Salinas and Peregrine Technologies, for an additional amount of $300,000, resulting in a total Agreement cost not to exceed $750,000 as shown below:

Status	Subscription Period	Cost
Completed	*April 15, 2023 - April 14, 2024*	*$150,000*
Completed	*April 15, 2024 - April 14, 2025*	*$150,000*
Completed	*April 15, 2025 - April 14, 2026*	*$150,000*
Request	April 15, 2026 - April 14, 2027	$150,000
Request	April 15, 2027 - April 14, 2028	$150,000
Total Not to Exceed (NTE) Amount		**$ 750,000**

PASSED AND APPROVED this 5th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dennis Donohue, Mayor

ATTEST:

_____
Patricia M. Soratos, City Clerk

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

PEREGRINE CUSTOMER ORDER FORM

Customer Information	
Customer Name: Salinas Police Department	**Contact:** Chief Roberto Filice
Address: 312 E Alisal St, Salinas, CA 93901	**Phone:** (831) 758-7090
Email: robertof@ci.salinas.ca.us	**Fax:** N/A

Peregrine Services

Effective Date: April 15, 2023.

Upon this date, Peregrine will deliver the Peregrine service to the customer by enabling access to the Peregrine platform and begin the delivery of associated implementation and support services.

Term: From the Effective Date through April 15, 2025 ("Initial Term").

Service Fee: Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of $150,000 annually for the Term as follows:

a. $150,000 within 30 days of Peregrine invoicing Customer on Effective Date
b. $150,000 within 30 days of April 15, 2024

Customer has the option to continue the use of the Peregrine service for a service fee of $150,000 annually in three installments as follows:

c. $150,000 within 30 days of April 15, 2025
d. $150,000 within 30 days of April 15, 2026
e. $150,000 within 30 days of April 15, 2027

Users: Customer may allow an unlimited number of employees of the Salinas Police Department to access and use the Service.

Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.

Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are as follows:

Type	Vendor	Notes
CAD	Central Square	Peregrine will integrate calls for service related to the Salinas PD jurisdiction assuming the data is made accessible by the County
RMS	Mark 43	N/A
ALPR	Vigilant	Peregrine will retain LPR reads for 30 days
ALPR	Flock	Peregrine will retain LPR reads for 30 days
Body-worn, Vehicle camera and Evidence	Axon	N/A

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

Gunshot Detection	ShotSpotter	N/A
City and Pole Camera VMS	Genetec	N/A
Field Interview Database	N/A	N/A
City of Salinas ArcGIS Layers	ESRI	N/A
RMS	Wintegrate	This system houses legacy Salinas records. Peregrine will integrate records from Wintegrate relevant to the project scope.
Search Warrant Data	N/A	Peregrine will allow for import of this data
Cal Detail and Mobile Phone GPS Records	N/A	Peregrine will allow for import of Call Detail and GPS records from major wireless communication service providers
Flexible tabular data import and processing	N/A	N/A
Salinas PD User Credentials Database	MSFT Azure AD	N/A

Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in an SOW.

For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "**Terms and Conditions**," and together with this Order Form, the "**Agreement**"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order From, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine:

DocuSigned by:
By: Nicholas Noone
C23E48B6A32B478...

Name: Nicholas Noone

Title: President & CEO

City of Salinas:

DocuSigned by:
By: Steven S. Carrigan
04306AE44003419...

Name: Steven S. Carrigan

Title: City Manager

Approved as to Form:

DocuSigned by:
Christopher A. Callihan
DF600E62871844E...
Christopher A. Callihan, City Attorney

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

TERMS AND CONDITIONS

Appendix A: Peregrine Software License Agreement Terms and Conditions

These Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Peregrine Technologies, Inc. ("**Peregrine**") to you ("**Customer**"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"**CJIS Security Policy**" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"**Criminal Justice Information Services Division**" or "**CJIS**" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"**Customer Data**" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Services or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service.

"**Documentation**" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Professional Services" has the meaning specified in Section 2.2.

"**Service**" means Peregrine's web and iOS mobile applications that assist Users with criminal investigations and police leadership decision making. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"SOW" has the meaning specified in Section 2.2.

"**Third Party Data**" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"**Users**" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Peregrine shall provide Customer with the right to: (a) access and use the Service for up to the number of Users set forth in the Order Form, and (b) to download and reproduce the applicable Documentation solely for internal use in association with the Service. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below.

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

2.3. Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Services hereunder. Peregrine shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

3. Use of Service.

3.1. Users. Customer may grant access to the Service to only the number and type of Users specified on the Order Form. Customers shall ensure that its Users do not share or transfer their User credentials to other Customer employees or any other individuals.

3.2. Customer Responsibilities. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; and (d) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.3. Use Restrictions. Customer shall use the Service solely for its internal business purposes in accordance with this Agreement. Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (f) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.5. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.6. Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1. Peregrine Technology. The Service includes (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology, including graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services (collectively, "**Peregrine Technology**"). Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth Section 5.2 below, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "Peregrine Technology" does not include Customer Data.

5.2. License Grant. Peregrine grants Customer, during the term of this Agreement, a worldwide, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicenseable right to access and use the Service, and to permit the number and type of Users specified on the Order Form the right to access and use the Service during the terms of the applicable User subscriptions, in each case solely in accordance with the terms of this Agreement.

5.3. License Restrictions. Customer shall not (a) modify, copy or create derivative works based on the Service or Peregrine Technology; (b) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets; or (c) disassemble, reverse engineer, or decompile the Service or Peregrine Technology, or (d) access the Service in order to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service.

6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to CJIS requirements.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

7. Confidentiality.

7.1. Definition of Confidential Information. The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in the Order Form), the Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, AND WITHOUT LIMITING PEREGRINE'S OBLIGATIONS SPECIFIED IN THIS AGREEMENT, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

9. Indemnification.

9.1. General Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party (A) arising out of or in connection with Peregrine's negligence or willful misconduct in the performance of the Services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except to the extent any such claim is caused by the negligence or willful misconduct of Customer, or (B) alleging that the Service as provided to Customer hereunder infringes any U.S. intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine, (iii) any combination of the Service with services or technologies not provided by Peregrine, or (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date, upon which Peregrine will deliver the Peregrine service to the customer by enabling access to the Peregrine platform and begin the delivery of associated implementation and support services, and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination. Notwithstanding the foregoing, if Customer terminates the Agreement pursuant to this Section 11.2 Peregrine will refund pro-rata share of Service Fee.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. Insurance. Peregrine shall maintain the insurance coverages described on Appendix B: Insurance

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Conflict of Interest. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Peregrine shall not employ any Customer official in the work performed pursuant to this Agreement. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

12.4. Peregrine's Books and Records. Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

12.5. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.6. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of California. The state courts located in San Francisco County, CA or in the United States District Court for the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

Appendix B: Insurance

Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof, or terminate this Agreement.

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

RESOLUTION NO. 22583 (N.C.S.)

A RESOLUTION AUTHORIZING SERVICE AGREEMENTS AND DIRECT PURCHASE OF POLICE TECHNOLOGY SYSTEMS AND EQUIPMENT

WHEREAS, the Salinas Police Department (SPD) has been awarded Federal Community Project Funding/Congressionally Directed Spending funds via a grant to be administered by the Department of Justice's Office of Community Oriented Policing Services (COPS Office), in the amount of $1,165,000.00; and

WHEREAS, the grant will fund the agreements and/or direct purchases of technology components included within the Salinas Police Integrated Technology for Community Safety Project which will support community and officer safety; and

WHEREAS, pursuant to Salinas Municipal Code Sections 12-27 and 12-28.080, which provide for exceptions to competitive bid requirements, including purchase by negotiated contract and without exclusive low-bid based competition when, due to the nature of the purchase, low-bid based competition is not likely to serve the best interests of the city.

NOW THEREFORE BE IT RESOLVED that the Salinas City Council authorizes the execution of Agreements and/or direct purchases to support the implementation of the Salinas Police Integrated Technology for Community Safety Project, upon execution of the grant agreement specifically as follows:

Description and Vendor	**Quantity**	**Not to Exceed Cost**
Peregrine Technologies Agreement	3-years	$450,000.00 total
Mobile 3-Camera LPRs from Lehr	Up to 30	$22,273.33 each
Computers and Modems for In-Car Cameras from Lehr	10	$81,845.80 total
Flock Safety Professional Services and Subscription	20 cameras (2 yrs)	$107,000.00 total
Project Not to Exceed Total:		**$1,165,000.00**

BE IT FURTHER RESOLVED, that individual component agreement dates, costs and quantity may vary so long as duration, quantity and costs do not exceed amounts identified below, and total costs do not exceed the grant award of $1,165,000.00; therefore, the City Manager and the Purchasing Agent, upon approval of the City Attorney, are hereby authorized to complete the purchases identified in this Resolution and to take whatever further action may be necessary to effectuate the intent of this Resolution.

DocuSign Envelope ID: AEA5689C-4448-4B8C-97DF-87055BF80122

PASSED AND APPROVED this 7th day of February 2023, by the following vote:

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

NOES: Councilmember Rocha

ABSENT: None

ABSTAIN: None

APPROVED:

DocuSigned by:
E554E94F4CE64C8...
Kimbley Craig, Mayor

ATTEST:

DocuSigned by:
Patricia Barajas
5BE31EC636A6432...
Patricia M. Barajas, City Clerk

DocuSign Envelope ID: 8A9FA7F9-979A-43A0-BB0F-92AE4B159844

RESOLUTION NO. 22583 (N.C.S.)

A RESOLUTION AUTHORIZING SERVICE AGREEMENTS AND DIRECT PURCHASE OF POLICE TECHNOLOGY SYSTEMS AND EQUIPMENT

WHEREAS, the Salinas Police Department (SPD) has been awarded Federal Community Project Funding/Congressionally Directed Spending funds via a grant to be administered by the Department of Justice's Office of Community Oriented Policing Services (COPS Office), in the amount of $1,165,000.00; and

WHEREAS, the grant will fund the agreements and/or direct purchases of technology components included within the Salinas Police Integrated Technology for Community Safety Project which will support community and officer safety; and

WHEREAS, pursuant to Salinas Municipal Code Sections 12-27 and 12-28.080, which provide for exceptions to competitive bid requirements, including purchase by negotiated contract and without exclusive low-bid based competition when, due to the nature of the purchase, low-bid based competition is not likely to serve the best interests of the city.

NOW THEREFORE BE IT RESOLVED that the Salinas City Council authorizes the execution of Agreements and/or direct purchases to support the implementation of the Salinas Police Integrated Technology for Community Safety Project, upon execution of the grant agreement specifically as follows:

Description and Vendor	**Quantity**	**Not to Exceed Cost**
Peregrine Technologies Agreement	3-years	$450,000.00 total
Mobile 3-Camera LPRs from Lehr	Up to 30	$22,273.33 each
Computers and Modems for In-Car Cameras from Lehr	10	$81,845.80 total
Flock Safety Professional Services and Subscription	20 cameras (2 yrs)	$107,000.00 total
Project Not to Exceed Total:		**$1,165,000.00**

BE IT FURTHER RESOLVED, that individual component agreement dates, costs and quantity may vary so long as duration, quantity and costs do not exceed amounts identified below, and total costs do not exceed the grant award of $1,165,000.00; therefore, the City Manager and the Purchasing Agent, upon approval of the City Attorney, are hereby authorized to complete the purchases identified in this Resolution and to take whatever further action may be necessary to effectuate the intent of this Resolution.

DocuSign Envelope ID: 8A9FA7F9-979A-43A0-BB0F-92AE4B159844

PASSED AND APPROVED this 7th day of February 2023, by the following vote:

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

NOES: Councilmember Rocha

ABSENT: None

ABSTAIN: None

APPROVED:

DocuSigned by:
E554E94F4CE64C8...
Kimbley Craig, Mayor

ATTEST:

DocuSigned by:
Patricia Barajas
5BE31EC636A6432...
Patricia M. Barajas, City Clerk

File #: ID#26-178, **Version:** 1

Amendment No. 3 to the Agreement for Professional Services BFS Landscape Architects (BFS)

Approve a Resolution authorizing the City Manager to execute Amendment No. 3 with BFS Landscape Architects for additional design, program and construction management for Closter Park and El Gabilan Tot Lot to increase the total compensation amount by $110,900 for a maximum compensation amount not to exceed $1,939,489; and authorizing the reappropriation of up to $71,000 from Playground Improvements at Parks CIP 9060 to CIP 9350 to cover the additional costs associated with Closter Park.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 5, 2026**

DEPARTMENT: **LIBRARY AND COMMUNITY SERVICES (LCS)**
COMMUNITY DEVELOPMENT (CD)

FROM: **KRISTAN LUNDQUIST, LCS DIRECTOR**
LISA BRINTON, CD DIRECTOR

TITLE: **AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BWITH BFS LANDSCAPE ARCHITECTS (BFS)**

RECOMMENDED MOTION:

It is recommended that the City Council approve a Resolution:

1. Authorizing the City Manager to execute Amendment No. 3 with BFS Landscape Architects for additional design, program and construction management for Closter Park and El Gabilan Tot Lot to increase the total compensation amount by $110,900 for a maximum compensation amount not to exceed $1,939,489; and

2. Authorizing the reappropriation of up to $71,000 from Playground Improvements at Parks CIP 9060 to CIP 9350 to cover the additional costs associated with Closter Park.

EXECUTIVE SUMMARY:

On December 13, 2022, the Council authorized the City Manager to enter into an Agreement for Professional Services (Agreement) between the City of Salinas and BFS Landscape Architects in an amount not to exceed $1,755,389 for the design, program and construction management for Closter Park, El Gabilan Play Lot, and two universal playgrounds (one at Northgate Park and one at Williams Ranch Park). On April 9, 2024, the City Council authorized Amendment No. 1 with BFS to reflect a change in scope to the El Gabilan Tot Lot based on community feedback increasing total compensation to $1,828,589. On February 25, 2025, the City entered into Amendment No. 2 with BFS to reflect a new termination date of June 30, 2027. Amendment No. 3 will increase the value of the Agreement between the City of Salinas and BFS Landscape Architects to a not to exceed amount of $1,939,489.

BACKGROUND:

In 2019, the City of Salinas completed the Parks, Recreation, and Library Services Master Plan (PRLMP). The development of this PRLMP was led by a Steering Committee of stakeholders,

residents, and organizational leaders and involved extensive public engagement in the planning process. 98% of City residents answering a survey felt that public parks, recreational opportunities, and library services are important or essential to the quality of life in Salinas; more than half (57%) rated the park and recreation system as "fair" or "poor." City parks and open spaces were the foci of one of the four Open House sessions, with participants placing high priorities on safety and maintenance, trails for walking and biking, water play, dog parks, and family/social gatherings.

More than 80% of community survey respondents during the PRLMP process considered upgrading existing parks a high or top priority. As one respondent said, "Before expanding, please start by improving what we already have. Our parks are a treasure, but they need A LOT of love and improvements."

One outcome of the PRLMP was the development of a 20-year Capital Improvements Plan for Park and Facility Projects, and Closter Park was ranked #1 in terms of needing improvement. The park received the highest rankings in all six criteria – significance, funding leverage, community need, safety/security, usage/benefit, and location/demographics. The main improvements outlined were renovations of a restroom and concession stand; installation of a new restroom; installation of skate elements; repairs to chain link fences and baseball backstops; regarding the ball fields; adding plantings, dugouts, batting cages, and several ADA and safety elements; and numerous repairs and site furnishes.

Following the recommendations of the PRLMP and development of the Capital Improvement Plan for Park and Facility Projects, staff has worked diligently to secure funding sources to improve the condition of existing parks. In early 2021, LCS submitted a Prop 68 application to The California Department of Parks and Recreation Office of Grants and Local Services (OGALS) for the Closter Park Revitalization Project. In early 2022, OGALS notified LCS of its Closter Park Revitalization Project selection and awarded $6.8 million for a comprehensive renovation of the park.

In November 2019, the City Council unanimously accepted the Alisal Vibrancy Plan (AVP) as a strategic planning document. The AVP is an action-oriented, comprehensive strategy for Salinas' Alisal (East Salinas) neighborhoods. The Plan's purpose is to communicate the collective vision, goals, and desires of those who live, work, worship, and shop in the Alisal. In October 2021, staff presented the AVP Implementation Plan and Budget for the approximately $3 million that the City Council appropriated in the FY 2021-2022 Capital Improvement Project (CIP) Budget for immediate and short-term implementation activities. The AVP Implementation Plan, developed in collaboration with the AVP Implementation Committee, prioritizes short-term activities to improve the cleanliness, appearance, infrastructure, and parks and open space in the Alisal, and to promote economic development of the Alisal.

One of the AVP projects under the parks and open space priorities is to resurface existing asphalt and incorporation of a new half basketball court and/or other playground games (i.e., hopscotch, four-square, etc.) at El Gabilan Park, located between Toro Ave. and Cross Ave. Staff reassessed the proposed improvements by distributing 500 door hangers with a link/QR code for the neighborhood to participate in a survey and gauge their preference on a traditional half basketball court or multi-use sport court. In addition, staff conducted 4 pop-up activities as a means to engage residents on a personal level and eliminate a possible technology barrier. Pop-Ups were conducted at La Plaza Bakery (Bardin location), Firehouse Rec (twice) and at the Cesar Chavez library. Based on the survey and pop-up results, staff determined the need to shift and amend the BFS contract to accommodate residents' preference for a multi-use court and site improvements to include better lighting, fencing and paths of travel. The new project scope includes adding a multi-use sports court which increased the total construction value by nearly $300,000. As a result, there has been

a substantial expansion in the level of effort required for construction administration services requiring an additional $39,900 from AVP Implementation Funds (CIP 9246) to support BFS and additional Geotechnical work.

In addition, there have been some unforeseen challenges during the construction of Closter Park, which created some delays in the project, and the extended construction duration has required an increase in the level of effort required for Construction Management and Labor Compliance. As a result, we are requesting to reappropriate $71,000 from CIP 9060 to cover the increased costs.

CEQA CONSIDERATION:

The approval of Amendment No. 3 to the Agreement for Professional Services is not considered a project per the California Environmental Quality Act (CEQA) Guidelines; however, the projects under this agreement amendment are considered Projects.

Closter Park Revitalization – The Closter Park Revitalization project, includes demolishing and replacing existing structures of substantially the same size, purpose, and capacity, qualifies as a Class 2 Categorical Exemption (Section 15302 Replacement or Reconstruction) under the California Environmental Quality Act (CEQA).

El Gabilan Play Lot – The El Gabilan Project qualifies for a Categorical Exemption because it involves infill development within an urbanized area as identified in Categorical Exemption Class 32; Section 15332 (b).

STRATEGIC PLAN INITIATIVE:

These Projects further the City Council's Strategic Plan vision and goals of Infrastructure and Environmental Sustainability, Youth and Seniors and are identified as priorities in the PRLMP and AVP.

DEPARTMENTAL COORDINATION:

LCS, CD and PW Departments worked to develop the initial RFQ, rate and rank the SOQs, interview the top firms, and negotiate a final scope of work and budget proposal. LCS and CD worked on the strategy and implementation of the community engagement and identified additional AVP funds for these projects.

FISCAL AND SUSTAINABILITY IMPACT:

Closter Park Revitalization: The increased Construction Management and Labor Compliance costs will be covered by reappropriating $71,000 from CIP 9060 to CIP 9350.

El Gabilan Tot-Lot: AVP Implementation Funds (CIP 9246) will cover all costs associated with this project.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1200	30.9246-63.5010	Outside Services - Professional Services	$88,770	$39,900
1000	55.9060-61.1100	Salaries & Benefits - Regular Pay	$74,150	-$71,000
1000	55.9350-66.4000	Capital Outlays – Improvements Other than Bldg.	$0	$71,000

ATTACHMENTS:
Resolution
Amendment No. 3
Exhibit "B" Scope of Work
Amendment 2
Amendment 1

RESOLUTION NO. ____(N.C.S.)

AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND BFS LANDSCAPE ARCHITECTS

WHEREAS, on December 13, 2022, the Council authorized the City Manager to enter into an Agreement for Professional Services between the City of Salinas and BFS Landscape Architects in an amount not to exceed $1,755,389 for the design, program and construction management for Closter Park, El Gabilan Tot Lot, and two universal playgrounds (one at Northgate Park and one at Williams Ranch Park); and

WHEREAS, on April 9, 2024, the Council authorized Amendment No. 1 to the Agreement for Professional Services between the City of Salinas and BFS Landscape Architects for additional design, program and construction management for El Gabilan Tot Lot to increase the total amount of compensation by $73,200 for a total not to exceed $1,828,589; and

WHEREAS, on February 25, 2025, the Council authorized Amendment No. 2 to the Agreement for Professional Services between the City of Salinas and BFS Landscape Architects for additional cost associated with the design, program and construction management for the universal playground at Northgate Neighborhood Park, to extend the term for an additional two (2) years; and

WHEREAS, Amendment No. 3 to the Agreement for Professional Services between the City of Salinas and BFS Landscape Architects for additional design, program, and construction management for Closter Park and El Gabilan Tot Lot and increase the total compensation by $110,900 for a total not to exceed amount of $1,939,489; and

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council authorizes the reappropriation of up to $71,000 from Playground Improvements at Parks CIP 9060 to CIP 9350 to be utilized for BFS's additional services for Closter Park.

PASSED AND APPROVED this 5th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dennis Donohue, Mayor

ATTEST:

_____
Patricia M. Soratos, City Clerk

AGREEMENT —AMENDMENT NO. 3 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF SALINAS AND BFS LANDSCAPE ARCHITECTS (BFS)

This Amendment No. 3 to the Agreement for Professional Services (the "Amendment") is entered into this 5th day of May 2026, by and between the City of Salinas (the "City") and BFS Landscape Architects (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into an agreement for design, program and construction management for Closter Park, El Gabilan Tot Lot, and two universal playgrounds (one at Northgate Park and one at Williams Ranch Park) effective January 2, 2023, in an amount not to exceed $1,755,389 to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Contractor entered into Amendment No. 1 on April 9, 2024, to reflect additional work that will be completed and increasing the agreement compensation by $73,200 for El Gabilan Tot Lot; and

WHEREAS, the City and Contractor entered into Amendment No. 2 on February 25, 2025, to amend the term of the agreement to reflect a termination date of June 30, 2027; and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect additional services and compensation.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. Section 3 of the Agreement is hereby amended to read as follows:

Compensation. City hereby agrees to pay Consultant for services rendered to the City pursuant to this Agreement on a time and materials basis according to the rates of compensation in Exhibit B. The total amount of compensation to be paid under this Agreement shall not exceed $1,939,489.

2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

_____
René Mendez, City Manager

[*Footnote 1: If consultant/contractor is a legal entity registered with the California Secretary of State staff can locate its legally registered name at https://www.sos.ca.gov/business-programs/business-entities]

APPROVED AS TO FORM:

_____
□ Christopher A. Callihan, City Attorney
□ Rhonda Combs, Assistant City Attorney

BFS LANDSCAPE ARCHITECTS

_____
Printed name: _____
Title: _____

Form: Agreement Amendment
Version: July 2025
[*Footnote 1: If consultant/contractor is a legal entity registered with the California Secretary of State staff can locate its legally registered name at https://www.sos.ca.gov/business-programs/business-entities]

June 20, 2025

LANDSCAPE ARCHITECTS

MEMO TO: Ana Ambriz and Kristan Lindquist (City of Salinas)
CC: Paul Greenway (G7)
FROM: Beth Matz (BFS Landscape Architects)

RE: El Gabilan Park/ Additional Services

During the initial planning and proposal preparation for this project BFS did not account for additional geotechnical engineer time that would be required by the City's Building Permit Office.
BFS has received to date (2) additional service requests related to the additional geotechnical engineer work.

Additional Service A:

The City's Building Permit Office requires the infiltration testing conducted by the Geotechnical Engineer to be converted using the Porchet Method. This requirement created more time for the Geotechnical Engineer and resulted in a request for additional services of **$1,200**.

Additional Service B:

The City's Building Permit Office requires the geotechnical engineer to review all plans and specs and provide a letter confirming that the plans and specs are in alignment with the geotechnical report. This requirement was not accounted for in our office proposal and resulted in an additional service request of $**1,200**

In total, the Geotechnical Engineer has requested an additional budget of **$2,400** for El Gabilan Park. In effort to accommodate the limited budget for this project, BFS has removed any consultant markup from this additional service request.
Please find attached to this memo, the invoices received from the Geotechnical Engineer.

BFS appreciates the City's thoughtful consideration in this additional service request and we are happy to respond to any thoughts, comments or concerns.

Respectfully,
Elizabeth Matz

AGREED & AUTHORIZED TO PROCEED:

_____

Signature Date

_____

Print Name & Title

_____

Client

Attachments: Invoices from Earth Systems

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 400 R Street, Suite 4000, Sacramento, CA 95814, (916) 445-4954.

EARTH SYSTEMS
1514 Moffett Street, Suite A | Salinas, CA 93905 | (831) 240-4624 | www.earthsystems.com

CHANGE ORDER NO. 1

DATE: February 24, 2025

PROPOSAL NO.: SAL-25-02-011
BASE FILE NO.: 306780

PROJECT NAME: El Gabilan Park Development

PROJECT ADDRESS: 263 Toro Avenue, Salinas, California

CLIENT NAME: BFS Landscape Architects, Attn: Ms. Elizabeth Matz

CLIENT ADDRESS: 425 Pacific Street, Suite 201, Monterey, CA 93940

ORIGINAL AGREEMENT: Revised Proposal for a Geotechnical Engineering Report and Soil Infiltration Testing, El Gabilan Park, 263 Toro Avenue, APN 004-492-009, Salinas, California, Doc. No. 2212-015.PRP, revised July 3, 2024

SCOPE OF ADDITIONAL SERVICES: Design Soil Infiltration Rate Analysis and Letter as Requested by BFS and Sandis

ADDITIONAL COMPENSATION REQUIRED: Fixed Fee of $1,200.00

NOTE: The terms and conditions of the original agreement apply to all additional services.

Earth Systems Pacific

Brett Faust, CEG 2386
Vice President

February 24, 2025
Date

PLEASE RETURN A SIGNED COPY TO EARTH SYSTEMS PACIFIC

AGREED TO AND ACCEPTED:

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

Doc. No.: 2502-019.CO1/mg

EARTH SYSTEMS
1514 Moffett Street, Suite A | Salinas, CA 93905 | (831) 240-4624 | www.earthsystems.com

CHANGE ORDER NO. 1

DATE: May 30, 2025

PROPOSAL NO.: SAL-25-05-021
BASE FILE NO.: 306780

PROJECT NAME: El Gabilan Park Development

PROJECT ADDRESS: 263 Toro Avenue, Salinas, California

CLIENT NAME: BFS Landscape Architects, Attn: Ms. Elizabeth Matz

CLIENT ADDRESS: 425 Pacific Street, Suite 201, Monterey, CA 93940

ORIGINAL AGREEMENT: Revised Proposal for a Geotechnical Engineering Report and Soil Infiltration Testing, El Gabilan Park, 263 Toro Avenue, APN 004-492-009, Salinas, California, Doc. No. 2212-015.PRP, revised July 3, 2024

SCOPE OF ADDITIONAL SERVICES: Geotechnical Review of Plans and Letter of Conformance

ADDITIONAL COMPENSATION REQUIRED: Fixed Fee of $1,200.00

NOTE: The terms and conditions of the original agreement apply to all additional services.

Earth Systems Pacific



Ajay Singh, GE 3057
Vice President

May 30, 2025
Date

PLEASE RETURN A SIGNED COPY TO EARTH SYSTEMS PACIFIC

AGREED TO AND ACCEPTED:

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

Doc. No.: 2505-029.CO1/mg

March 27, 2026

MEMO TO: Kristan Lundquist
FROM: Elizabeth Matz

RE: Closter Park Improvements / Additional Services

Dear Kristan,

BFS is submitting this request for additional services associated with Construction Management and Labor Compliance support for the Closter Park Improvements Project.
As construction has progressed, the project schedule has extended beyond the original anticipated duration. This extension has had a direct impact on the level of effort required by BFS's subconsultants responsible for construction management, inspection, and labor compliance services.
Construction management services are inherently time-dependent and closely tied to the contractor's duration on site. Due to the extended construction schedule, the Construction Manager has been required to provide additional coordination, site observations, inspections, and general project oversight beyond what was originally scoped. Accordingly, the Construction Manager has submitted a request for additional compensation in the amount of **$53,520**.
Similarly, labor compliance services are directly correlated with the duration of construction activities. The extended schedule has resulted in an increased number of required site visits, worker interviews, and ongoing compliance monitoring efforts. As a result, the Labor Compliance Consultant has requested additional services in the amount of **$13,522.41**.
BFS is requesting a **5% markup** on these additional services to cover administrative coordination, oversight, and processing.
The total additional services request is summarized below:

- Construction Management: $53,520.00
- Labor Compliance: $13,522.41
- BFS Administrative Markup (5%): $3,851.12

Total Additional Services Request: $70,893.53
These additional services are directly attributable to the extended construction duration and are necessary to ensure continued project oversight, compliance, and successful project delivery.
BFS remains committed to supporting the project through completion and maintaining a high level of coordination with the Contractor and project team. Please let us know if you have any questions or would like to discuss this request further.
Sincerely,

Elizabeth Matz

BFS Landscape Architects • bfsla.com
425 Pacific Street, Suite 201, Monterey, California 93940 • (831) 646-1383 P
1580 West El Camino Real, Suite 12, Mountain View, California 93940 • (650) 326-6622 P
3830 Valley Centre Drive, Suite 705, # 875, San Diego, California 92130 • (831) 917-9145 C

March 26, 2026

Elizabeth Matz
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201
Monterey, CA 93940

Subject: Request for Amendment #1 for Construction Management and Construction Inspection for City of Salinas Closter Park Project

Dear Ms. Matz:

G7 greatly appreciates being part of the BFS team working on the Construction Management and Construction Inspection for City of Salinas Closter Park Project. We remain committed to delivering high-quality construction management and inspection services to ensure this project's success.

The G7 budget is exhausted and looking forward the Contractor has indicated he will not be completed with substantial completion until early April. We understand the project is very tightly constrained with limited funding for the additional costs. G7 proposes to reduce project management and inspection staff levels to 4 hours per day until the contractor completes the work to substantial completion and then one inspection for 2 hours each week until completion of the project. G7 proposes the following budget on a time and materials basis.

Avg 4 Hours Per Day x 30 Days = 120 hours of project management and inspection = $43,200
After substantial completion: 2 hours per week x 9 weeks = 18 hours of inspection =$3,300
After substantial completion: 4 hours per week x 9 weeks = 36 hours of PM = $7,020

G7 is requesting Amendment #1 to increase our allowable budget by $53,520 time and materials. We appreciate your consideration of this request and look forward to seeing the Closter Park Project through to successful completion. Please feel free to contact me with any questions at 831-400-8964 or paul@g7inspections.com

Sincerely,
G7ei Inc.

Paul H. Greenway
President
G7ei Inc.

Elizabeth Matz | Associate Principal
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201, Monterey CA 93940
831.646.1383 p | 831.582.7723 c

Subject: Budget Status and Request for Adjustment – Closter Park Project /Proposal for Labor Compliance Monitoring Services City Park Revitalization and Improvement Projects for City of Salinas for Closter Park Revitalization

Dear Elizabeth,

After reviewing the current budget information, it appears 360PSM is running low on available funds. At this time, the remaining balance is $1,876.49. I would like to inquire about the possibility of increasing the budget to support the remaining work.

For the construction phase, we anticipate the need for approximately one additional full month of work, followed by an estimated three months for project closeout activities, including documentation review and final checks. This represents a total of four additional months of work.

Please let me know if we can discuss budget adjustment options or next steps.

Thank you very much for your continued collaboration.

Labor Compliance - Construction Phase			
Description	Hours	Rate	Total
Labor Compliance Monitoring Officer- Analyst	96	$136/hour	$13,112.64
Field Interviews	3	$136/hour	$409.77
Total			13,522.41

Conclusion

We look forward working with you on this important project. Please contact Catalina Ferreto at (831)500-1263 or email catalina@360psm.com

Sincerely,



Catalina Ferreto |360PSM
President
(831)500-1263
www.360psm.com

March 30, 2026

LANDSCAPE
ARCHITECTS

MEMO TO: Kristan Lindquist (City of Salinas)
CC: Paul Greenway (G7)
FROM: Beth Matz (BFS Landscape Architects)

RE: El Gabilan Park/ Additional Services Construction Administration

Dear Kristan,
As the El Gabilan Park Improvements project transitions toward construction, BFS has been preparing for construction administration coordination.
At the time of contract execution, the anticipated construction value for the project was estimated to be under $500,000. Based on this initial value, the construction administration scope and associated fee of $12,000 were established.

Since that time, the project scope has evolved, and the construction contract has been awarded at a little bit under $800,000. This increase in construction value represents a substantial expansion in the level of effort required for construction administration services.

In addition, the evolution of the project scope has necessitated a higher level of design development and pre-construction coordination, including increased collaboration with the Cit and consultant team to address project refinements associated with the increased construction value.

Based on the expanded construction value and anticipated level of service required through construction, BFS has evaluated the construction administration effort needed to support the project through completion, including:

- Submittal and RFI review
- Construction observation and site visits
- Coordination with the contractor, City, and consultant team
- Change order review and documentation
- Project closeout support

Given the increased construction value and associated level of effort, the original construction administration fee of $12,000 no longer aligns with the scope of services required.

To ensure continuity of service and successful project delivery through construction and closeout, BFS is requesting an additional services amendment in the amount of **$37,500**.

This request reflects a more appropriate level of effort relative to the current construction value and anticipated demands of the project.

We value our ongoing partnership with the City and remain committed to supporting the project through a smooth and successful construction process. Please let us know if you would like to discuss this request further or if any additional information would be helpful.
Thank you for your continued support.

Sincerely,
Elizabeth Matz

AGREED & AUTHORIZED TO PROCEED:

_____
Signature Date

_____
Print Name & Title

_____
Client

Attachments: Compensation Schedule dated 1/2026

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 400 R Street, Suite 4000, Sacramento, CA 95814, (916) 445-4954.

Standard Schedule of Compensation

January 2026

LANDSCAPE ARCHITECTS

GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	$239/hour
Associate Principal	$222/hour
Associate	$207/hour
Project Manager	$185/hour
Assistant Project Manager	$174/hour
Designer	$152/hour
Assistant Designer	$130/hour
Technical Support	$103/hour
Project Support	$91/hour

ADDITIONAL SERVICES

Any additional presentations, drawings, or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost, plus a fifteen percent administration charge.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND BFS LANDSCAPE ARCHITECTS

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Contents

RECITALS 4
TERMS 4
1. Scope of Service. 4
2. Term; Completion Schedule. 4
3. Compensation. 4
4. Billing. 4
5. Meet & Confer. 5
6. Additional Copies. 5
7. Responsibility of Consultant. 5
8. Responsibility of City. 5
9. Acceptance of Work Not a Release. 6
10. Indemnification and Hold Harmless. 6
11. Insurance. 6
12. Access to Records. 6
13. Non-Assignability. 6
14. Changes to Scope of Work. 6
15. Ownership of Documents. 7
16. Termination. 7
17. Compliance with Laws, Rules, and Regulations. 8
18. Exhibits Incorporated. 8
19. Independent Contractor. 8
20. Integration and Entire Agreement. 8
21. Jurisdiction and Venue. 8
22. Severability 8
23. Notices. 8
24. Nondiscrimination. 9
25. Conflict of Interest. 9
26. Headings. 10
27. Attorneys' Fees 10
28. Non-Exclusive Agreement. 10
29. Rights and Obligations Under Agreement. 10
30. Licenses. 10
31. Counterparts. 10

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

32. Legal Representation. 10
33. Joint Representation. 10
34. Warranty of Authority. 11
35. No Waiver of Rights. 11
Exhibit A- Insurance Requirements 13
Exhibit B- Scope of Service 16

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND BFS LANDSCAPE ARCHITECTS

This Agreement for Professional Services (the "Agreement" and/or "Contract") is made and entered into this 19th day of December 2022, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter "City"), and **BFS Landscape Architects**, a California corporation (hereinafter "Consultant").

RECITALS

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

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

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

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

2. Term; Completion Schedule. This Agreement shall commence on January 2, 2023, and shall terminate on June 30, 2025, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

3. Compensation. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed **one million seven hundred fifty-five thousand three hundred eighty-nine ($1,755,389).**

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

(A) A brief description of services performed;

(B) The date the services were performed;

(C) The number of hours spent and by whom;

(D) A brief description of any costs incurred; and

(E) The Consultant's signature.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

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

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

10. Indemnification and Hold Harmless.

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

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

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

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

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

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

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

16. Termination.

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

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

(2) For any reason whatsoever.

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

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

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

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

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

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

services rendered to the date of termination upon Consultant's delivery to the City of such material.

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

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

17. Compliance with Laws, Rules, and Regulations. *In a manner consistent with the Standard of Care,* services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

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

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

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

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

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

23. Notices.

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

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

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

With a copy to:

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

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

Larry Foster
BFS Landscape Architects
831.646.1383 p | 831.582.2288 c|
425 Pacific St Ste 201, Monterey, CA 93940

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

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

24. **Standard of Care.** In providing services under this Agreement, Consultant shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultants profession, practicing in the same or similar locality and under similar circumstances (Standard Care). Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with consultants' services except that the services will be performed consistent with the standard of care stipulated herein.

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

26. **Conflict of Interest.** Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

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

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

37. **Mediation.** In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

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

CITY OF SALINAS

DocuSigned by:
Steven S. Carrigan
04396AE44903419...
Steve S. Carrigan
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Christopher A. Callihan
DF600E62871844E...
□ Christopher A. Callihan, City Attorney, or
□ Rhonda Combs, Assistant City Attorney

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

CONSULTANT

DocuSigned by:
Larry Foster
A75DCF4DAA7D498...

By (Printed Name): Larry Foster
Its (Title): President

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Exhibit A- Insurance Requirements

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

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

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

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

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

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Scope of Services

Closter Park
November 04, 2022

LANDSCAPE ARCHITECTS

Project Description
Closter Park is a recipient of the Prop 68 grant funds which requires construction completion by the end of 2024. Per the request for qualifications document and the conceptual site plan distributed by the City of Salinas. The proposed improvement and renovations include the following:

- Renovation and potential relocation of the ballfields. There is to be a little league ballfield and a youth/adult ballfield. In addition to renovated ballfields new structures including restrooms, bleachers, dugouts, batting cages, concession stand with storage are to be located in close proximity to the ballfields. Other site amenities include drinking fountains, pitchers' mounds and bases
- New amphitheater seating at the existing Plazita to watch performances and events
- New 'Youth Plaza' with seating, game tables and an adjacent street skate spot.
- New street skate spot with integrated art component
- New event space for farmer's market and special events. The event space is to include one pavilion and one gazebo. Electrical connections are to be made available for vendors and special events. Also included is a large Santa Maria style grill
- New Play Area for 2-5 and 5-12 year olds. Play area to be thematic and to include custom play structures created by local artisans and to include a designated music area
- New Picnic Area adjacent to the play-area
- Preservation of the Tree of Life with low garden walls and up-lighting
- New Basketball Court paving and fencing. Install colorful sport court paving and add fencing around the court (integrate art within the fencing if feasible)
- Renovation of horseshoe pits
- New ½ mile fitness loop that is 10' wide and runs along the perimeter of the park. Loop to have distance markers and to include fitness stations along the trail.

In addition to the following scope below, please find included detail proposals from G7ei Inc and 360 PSM. G7ei Inc will be providing to the City Project Management, Budget Management, Grant Management and Construction Management Services. G7ei Inc will acting as a representative to the City.

1.0 COMMUNITY/LCSC AND CITY COUNCIL ENGAGEMENT & ILLUSTRATIVE MATERIALS (PROJECT DURATION)

1.01 Community Engagement Meeting 01: Meet with Owner and PM to review agenda and goals of first community. BFS to prepare visual image boards for facilitating dot surveys exercise so that the City can gather the community's preferences on skate spot features, playground themes, playground equipment and supporting site amenities. City staff to facilitate Community Meeting. In addition to park intercept outreach, BFS to prepare a digital survey material through Google Forms. Online surveys to be made available through City website and social media sites.

1.02 Community Engagement Meeting 02: Salinas City Council Meeting. Owner, PM and Design Team to present to City Council the park site plans and details. Meeting will allow for council to review the park construction documents prior to going out to bid. Meeting noticing to be posted to Project webpage, City webpage and City social media accounts. BFS to prepare powerpoint presentation in coordination with Owner and PM.

BFS Landscape Architects ▪ bfsla.com
425 Pacific Street, Suite 201, Monterey, California 93940 ▪ (831) 646-1383 P ▪ (831) 373-8653 F
1580 West El Camino Real, Suite 12, Mountain View 94040 ▪ (650) 326-6622 P ▪ (650) 963-9421 F

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

1.03 Bid Award Meeting 03: Salinas City Council Meeting: City Council to vote to award the construction project to the selected construction bidder. Meeting noticing to be posted to Project webpage, City webpage and City social media accounts. BFS to prepare powerpoint presentation in coordination with Owner and PM.

1.04 Illustrative Site Plan: BFS to prepare and submit an illustrative site plan at 50% Schematic Task and continue to update the illustrative site plan through until the Bid Award Task.

1.05 3D Model and Renderings: BFS to prepare a 3D model of the proposed park improvements using sketch-up modeling software. BFS to coordinate with Owner and PM on the selection of (4) model views to render and submit for City promotional and

2.0 SCHEMATIC DESIGN (OCTOBER 2022 – FEBRUARY 2023)

Scope and fee assumes biweekly coordination meetings with Owner and PM

2.01 Attend project start up meeting. Review scope of services, community engagement process, schedule, and anticipated construction budget with Owner and Project Manager [PM].
Deliverable: BFS to prepare summary and meeting minutes of start up meeting, BFS to submit project schedule

2.02 Visit Closter Park with Owner and PM. Review and discuss existing site conditions and photograph for in-house design reference.
Deliverable: BFS to prepare summary of site visit and provide recommendations for anticipated site improvements.

2.03 Surveying consultant to prepare and submit site topographic survey for park Survey include aerial mapping and limited site survey information as determined by the park sites' limit of work. BFS to prepare composite base plan for Design Team use.
Deliverable: Submit site topographic survey information (in AutoCAD base format) to Owner for future use.

2.04 Geotechnical consultant to conduct soil borings and infiltration testing at park project site and provide laboratory results and recommendation report.
Deliverable: Submit geotechnical report and recommendations to Owner for future use.

2.05 Arborist consultant to prepare and submit arborist review and recommendations for park project site.
Deliverable: Submit arborist report and recommendation to Owner for future use.

2.06 Electrical consultant to review existing electrical and data infrastructure at project site and make provide findings in report. Consultant to determine if new PG&E and/or AT&T service is required.
Deliverable: Submit Electrical Existing Conditions report to Owner for future use.

2.07 Obtain soils sample(s) from the Project site. Commission soils analysis from qualified soils analyst or laboratory for fertilizer and amendment applications of new plantings.

2.08 Coordinate and discuss site storm water management strategies with PM and Civil Engineer.
Deliverable: BFS to prepare summary and meeting minutes of storm water strategy discussion

2.09 Prepare materials and submit materials for Community Engagement Meeting 01. See above task for approach

2.10 Prepare and submit 50% Schematic Plans for Owner / PM. Based on community engagement meeting and ongoing reach and information gathering. Prepare estimate of probable construction costs.
Deliverable: Design Team to prepare and submit 50% schematic plans and construction cost estimate

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

2.11 Review with Owner and PM the 50% Schematic Plans, and construction budget
Deliverable: BFS to prepare summary and meeting minutes of 50% SD review discussion

2.12 Based on 50% SD review comments, prepare and submit 100% SD Plans include estimate of probable construction costs.
Deliverable: Design Team to prepare and submit 100% SD plans and construction cost estimate for review by Owner/PM and City's Community Development Department.

2.13 Submit 100% SD Plan for review by City of Salinas Community Development Department. Design Team to prepare package and application.
Deliverable: Design Team to prepare and submit 100% SD plans for review by City's Community Development Department.

3.0 DESIGN DEVELOPMENT (FEBRUARY 2023 – APRIL 2023)

Scope and fee assumes biweekly coordination meetings with Owner and PM

3.01 BFS to complete a Design Manual to document research, products and cost of proposed design. Elements of the design manual to include:

A. Prefabricated Restroom Buildings, Concession Stand, Gazebo. Building Finishes and Façade options to be included
B. Site Furnishings and Lighting Fixtures
C. Site Paving
D. Play Features
E. Skate Feature:
F. Ballfield Amenities
G. Irrigation System Recycle and Reuse-
H. Site Grading and Drainage
I. Planting palette

Deliverable: Prepare and submit Design Manual to Owner / PM

3.02 Design Manual Review. Meeting with City via online web conferencing. Prepare meeting minutes for City and Design Team
Deliverable: BFS to prepare summary and meeting minutes of Design Manual review discussion

3.03 Design Development Coordination across the disciplines to prepare the 50% Design Development Documents

A. Civil Engineer to coordinate with the Design Team
    1. utility connections (water and sanitary sewer)
    2. prepare stormwater management plan-coordinate with BFS on capturing site runoff and creating onsite treatment areas to meet local codes
B. Electrical Engineer to coordinate with the Design Team
    1. Electrical connections at tree of life, restroom and concessions buildings farmer's market area, and lighting fixtures
    2. PG&E service application
C. Skate Feature Designer to coordinate with Design Team
    1. Layout of features on the project site, coordinate with Landscape Architect and Civil how features meet site conditions and drainage of features into stormwater system

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

3.04 Design Team to prepare and submit 50% Design Development Drawings. Submittal to include Outline Technical Specifications, and Cost Estimate. Drawings package to include

A. Cover Sheet
B. Existing Conditions Plan
C. Demolition Plan
D. Construction Plan
E. Grading Plan
F. Construction Details
G. Irrigation Plan
H. Planting Plan
I. Irrigation and Planting Details
J. Signage and Interpretation Plan
K. Signage and Interpretation Details
L. Utility Plan
M. Stormwater Management Plan
N. Parking Lot Layout and Grading Plan
O. Utility and Stormwater Details
P. Electrical Plan
Q. Electrical Details
R. Skate Feature Plans
S. Skate Feature Details

Deliverable: Design Team to prepare and submit 50% DD plans, construction cost estimate and product notebook

3.05 BFS to provide internal review of Design Development documents. Review Design Team documents for design consistency and coordinate conflicts with Design Team members as appropriate.

3.06 Meet with Owner and PM to review 50% Design Development Package and Cost Estimate.
Deliverable: BFS to prepare summary and meeting minutes of 50% DD review discussion

3.07 Based on 50% Design Development review comments, prepare 100% Design Development plans. Update cost estimate of construction budget.
Deliverable: Design Team to prepare and submit 100% DD plans and construction cost estimate

3.08 BFS to provide internal review of Design Development documents. Review Design Team documents for design consistency and coordinate conflicts with Design Team members as appropriate.

3.09 Meet with Owner and PM to review 100% Design Development Package and Cost Estimate. Deliverable: Prepare meeting minutes for City and Design Team
Deliverable: BFS to prepare summary and meeting minutes of 100% DD review discussion

4.0 CONSTRUCTION DOCUMENTS & PERMITTING (APRIL 2023 – SEPTEMBER 2023)

Scope and fee assumes biweekly coordination meetings with Owner and PM

4.01 Based on approved Design Development drawings, prepare and submit electronically 75% complete Construction Drawings (CDs), submittal includes technical specifications and estimate of probable construction costs.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Deliverable: Design Team to prepare and submit 75% CD plans, construction cost estimate and specifications.

4.02 BFS to provide internal review of Construction Documents. Review Design Team documents for design consistency and coordinate conflicts with Design Team members as appropriate.

4.03 Meet with Owner and PM to review 75% Construction Document Package and Cost Estimate. Deliverable: Prepare meeting minutes for City and Design Team
Deliverable: BFS to prepare summary and meeting minutes of 75% DD review discussion

4.04 Prepare and attend Community Engagement Meeting 02: Salinas City Council. See above task for approach.

Deliverables:
BFS to prepare presentation materials and submit to Owner and PM for review. BFS to prepare community noticing materials.
BFS to assist in presentation at City Council Meeting
BFS to prepare and submit summary and recommendations based on City Council responses and community comments

4.05 Based upon Owner / PM review, complete 90% CDs / Permit Set. Prepare estimate of probable construction costs and technical specifications in CSI format. Prepare building permit application and compile all required reports and information. Submit electronically and review with Owner / PM. Coordinate with building permit application with PM
Deliverable: Design Team to prepare and submit 90% CD plans, construction cost estimate and specifications.

4.06 Compile and distribute agency plan-check comments for Owner / PM and sub-consultant review.

4.07 Based on plan-check comments, complete 100% CDs / Bid-set drawings, Technical Specifications, and Bid-Form.
A. Owner / PM will distribute copies of bid-documents.
B. Arrange for printing and distribution of copies of bid-documents if required by the Owner / PM as an additional reimbursable cost.
Deliverable: Design Team to prepare and submit 100% CD plans, construction cost estimate and specifications for bidding.

5.0 BIDDING & CONSTRUCTION ADMINISTRATION (OCTOBER 2023 – DECEMBER 2023)

Owner / Construction Manager (CM) shall have the primary responsibility for the bidding and construction review phase of the project, including testing and inspection coordination, payment request processing and all related items.

5.01 Attend pre-bid meeting with Owner / CM and potential bidders to discuss bidding procedures.
A. Prepare meeting minutes for the Owner / CM

5.02 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.
A. Assist Owner / CM in evaluating bids received.

5.03 Prepare and attend Bid Award Salinas City Council Meeting 03. See above task for approach.
Deliverables:

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

A. BFS to prepare presentation materials and submit to Owner and PM for review. BFS to prepare community noticing materials.
B. BFS to assist in presentation at City Council Meeting

5.04 Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.

5.05 Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
A. Prepare meeting minutes for the Owner / CM

5.06 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.

5.07 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.

5.08 Review and comment on Contractors Pay Applications and Proposed Change Orders.

5.09 Attend [24] bi-weekly project (OAC) meetings and on-site construction reviews followed by written field reports and/or meeting minutes. Assumes [9]-months construction and [3]-month landscape maintenance. Reviews to include:
A. Substantial Completion Review – at start of landscape maintenance
B. Punch-list Check – during landscape maintenance
C. Final Review – at end of landscape maintenance

5.10 Prepare Record Drawings based on As-Built drawings provided by the Contractor.

5.11 Close-out project including administrative documentation.

6.0 ARTIST COORDINATION (BEGINS AT DD THROUGH CONSTRUCTION ADMINISTRATION)

6.01 Discuss with City the intent of installing public art in the project site. Determine budget and schedule for public art pieces. Meet with City to identify site location options and coordinate installation of art pieces into/onto park program features.
A. Prepare meeting minutes for City
B. BFS to prepare site plan diagram indicating public art locations

6.02 BFS to incorporate installation/mounting details into Construction Document Package. Production and installation of art pieces to be managed by City. BFS to coordinate with selected Contractor impacts on construction schedule.

6.03 BFS to provide coordination for art piece installation between City, Contractor, and artist(s).

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

ADDITIONAL SERVICES

13.1 Additional coordination/site meetings as authorized by the City.

13.2 Additional community meetings as authorized by City
- A. Preparation of outreach and presentation materials
- B. Facilitation of community meeting
- C. Translation services for materials and meeting discussion to be a reimbursable expense.
- D. Summary of community meeting

13.3 Additional graphics and renderings

EXCLUSIONS

The following are excluded from our scope of services.

1. CEQA document preparation and approvals.
2. Architectural Review Board Submittal
3. Notice of Intent (NOI), Signed Certification Statement, and First Annual Fee, if required, will be included as a requirement for the Contractor.
4. Off-site improvements, except for utility connections.
5. Testing fees for construction testing procedures, i.e., compaction testing, percolation testing, construction staking verification.
6. Division 1 (General Conditions and Special Provisions) Project Specifications.
7. Printing of drawings on Mylar.

-END -

SCHEDULE

TASK 1.0: COMMUNITY ENGAGEMENT &ILLUSTRATIVE MATERIALS	DATES
Meetings and Illustrations integrated into Tasks Below	
TASK 2.0: SCHEMATIC DESIGN	**DATES**
2.01-Attend project start up meeting	October 10th, 2022
2.02-Park Visit	October 10, 2022
2.03-Prepare and submit survey and topo	October 3 – November 4, 2022
2.04-Prepare and submit geotechnical report	October 3 – December 2, 2022
2.05-Prepare and submit arborist report	October 3 -October 28, 2022
2.06-Pepare and submit electrical existing conditions report	October 3- October 28, 2022
2.07-Obtain soil samples	October 10 – November 4, 2022
2.08-Coordinate storm water management strategies	December 5, 2022
2.09-Community Engagement Meeting 01, see above	December 3, 2022
2.10 Prepare and submit 50% SD Plans	November 7, 2022-January 6, 2023
2.11 Review 50% SD Plans	January 16, 2023
2.12 Prepare and submit 100% SD Plans,	January 9 – February 3, 2023
2.13Submit 100% SD Plans-to City Community Development Department	February 10, 2023

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

TASK 3.0: DESIGN DEVELOPMENT	DATES
3.01-Prepare and submit Design Manual	February 6-March17, 2023
3.02-Review Design Manual	March 27, 2023
3.03-DD Coordination	February 6 -
3.04-Prepare and submit 50% DD Plans	February 6 – March 31, 2023
3.05-Design Team Internal QAC	April 3-April 7, 2023
3.06-Review 50% DD Plans	April 10, 2023
3.07-Prepare and submit 100% DD Plans	April 3 – April 28, 2023
3.08-Design Team Internal QAC	May 1 – May 5, 2023
3.09-Review 100% DD Plans	May 8, 2023
TASK 4.0: CONSTRUCTION DOCUMENTS& PERMITTING	DATES
4.01-Prepare and submit 75% CD Plans	May 1-June 2, 2023
4.02-Design Team Internal QAC	June 5- June 9, 2023
4.03-Review 75% CD Plans	June 12, 2023
4.04-Community Engagement Meeting 02, see above	June 20, 2023
4.05-Prepare and submit 90% CD Plans	June 5 August 25 2023
4.06-Distribute plan check comments	August 28, 2023
4.07-Prepare and submit 100% CD Plans	September 15, 2023
TASK 5.0: BIDDING & CONSTRUCTION ADMINISTRATION	DATES
5.01-Attend pre-bid meeting	October 2, 2023
5.02-Provide bid assistance	October 2, -October 27, 2023
5.03-Bid Award Meeting 03, see above	December 5, 2023
5.04-Prepare and submit conform set	November 6 – December 1, 2023
5.05-Attend pre-construction meeting	January 22, 2024
5.06-Review and respond to RFIS	January 22 – October 4, 2024
5.07-Review and respond to Submittals	January 22 – October 4, 2024
5.08-Review and respond to Cos	January 22 – October 4, 2024
5.09-Attend QAC meetings	January 22 – December 6, 2024
5.10-Prepare record drawings	December 13, 2024
5.11-Project Closeout	December 6 – December 20, 2024
TASK 6.0: ARTIST COORDINATION	DATES
6.01-Coordination meeting with Owner/PM	November 21. 2022
6.02-Detail coordination with Artist	February 13 – July 21, 2023
6.03-Construction coordination with Artist and Contractor	January 22 – October 4, 2024

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

COMPENSATION

1.0	COMMUNITY ENGAGEMENT & ILLUSTRATIVE MATERIALS	$33,050
	BFS (PRIME)	$27,440
	WORMHOUDT (SKATE)	$3,210
	LUPITA JAMIE (TRANSLATOR)	$2,400
2.0	SCHEMATIC DESIGN	$139,593
	BFS (PRIME)	$43,205
	SANDIS (CIVIL & SURVEY)	$48,980
	AURUM (ELECTRICAL)	$11,552
	WORMHOUDT (SKATE)	$590
	ONO (ARBORIST)	$5,600
	MACK 5 (COST ESTIMATING)	$4,866
	EARTH SYSTEMS (GEOTECHNICAL)	$24,800
3.0	DESIGN DEVELOPMENT	$146,748
	BFS (PRIME)	$83,410
	SANDIS (CIVIL & SURVEY)	$29,450
	AURUM (ELECTRICAL)	$7,386
	WORMHOUDT (SKATE)	$10,800
	MACK 5 (COST ESTIMATING)	$15,702
	D.C. URFER (STRUCTURAL)	$4,320
4.0	CONSTRUCTION DOCUMENTS & PERMITTING	$255,098
	BFS (PRIME)	$143,940
	SANDIS (CIVIL & SURVEY)	$48,910
	AURUM (ELECTRICAL)	$13,824
	WORMHOUDT (SKATE)	$12,200
	MACK 5 (COST ESTIMATING)	$23,264
	D.C. URFER (STRUCTURAL)	$12,960
5.0	BIDDING & CONSTRUCTION ADMINISTRATION	$217,590
	BFS (PRIME)	$164,180
	SANDIS (CIVIL & SURVEY)	$31,010
	AURUM (ELECTRICAL)	$11,280
	WORMHOUDT (SKATE)	$6,800
	D.C. URFER (STRUCTURAL)	$4,320
6.0	ARTIST COORDINATION	$14,580
	BFS (PRIME)	$14,580
7.0	PROJECT MANAGEMENT	$103,944
	G7ei Inc Scope and Fee	
8.0	BUDGET MANAGEMENT	$28,688
	G7ei Inc Scope and Fee	

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

9.0	GRANT MANAGEMENT	$44,528
	G7ei Inc Scope and Fee	
10.0	CONSTRUCTION MANAGEMENT	$416,376
	G7ei Inc Scope and Fee	
11.0	LABOR COMPLIANCE: PRECONSTRUCTION	$1,500
	360 PSM Scope and Fee	
12.0	LABOR COMPLIANCE: CONSTRUCTION	$28,643.76
	360 PSM Scope and Fee	
13.0	ADDITIONAL SERVICES	
	13.1 Additional Coordination/Site Meetings	$400/meeting
	13.2 Additional Community Meetings	$10,000/meeting
	13.3 Additional Graphics/Renderings	$Hourly
REIMBURSABLE EXPENSES BUDGET		$6,500
TOTAL (NIC ADDITIONAL SERVICES)		**$1,436,838.76**

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation. All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Attachments: Standard Schedule of Compensation, dated 5/2022

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Standard Schedule of Compensation

May 2022

LANDSCAPE ARCHITECTS

GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	$220/hour
Associate Principal	$205/hour
Associate	$190/hour
Project Manager	$170/hour
Assistant Project Manager	$160/hour
Designer	$140/hour
Assistant Designer	$120/hour
Design/Graphics Intern	$45/hour
Word Processor/Clerical	$85/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Closter Park - Salinas Parks Improvement and Renovation Plan	BFS Landscape Architects		BFS Landscape Architects		BFS Landscape Architects		BFS Landscape Architects		BFS Landscape Architects		G70 INC CM/PM		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		AURUM Electrical		AURUM Electrical		WORMHOUDT Skuta		WORMHOUDT Skuta		WORMHOUDT Skuta		WORMHOUDT Skuta		ONO CONSULTING Arborist		MACK 5 Cost Estimating		MACK 5 Cost Estimating		MACK 5 Cost Estimating		MACK 5 Cost Estimating		D.C. URFER Structural Engineer		Lupita Jaime Translation/Interpretation		EARTH SYSTEMS Geotechnical Engineer		360 PSM Labor Compliance		360 PSM Labor Compliance		SANDIS Civil			
	Larry Foster Principal In Charge		Elisabeth Matz Associate Principal		Steve Eichner Associate		Landscape Designer		Clerical		Paul Greenway President/Sr PM		Chad Browning Senior PM		Steve Yazalina Project Manager		Thuy Nguyen Project Engineer 1		Seth Talkington Design Engineer 2		Technical Drafting Pool Drafting		Field Crew (2 Man)		Survey Sup. PLS		Survey PM Level 1		Project Surveyor Level 2		Survey Tech Level 2		Najib Anwary Sr. Project Manager		Michael Meza Electrical Designer		Principal		Project Manager		Draftsperson		Clerical		Frank Ono President		Administrative		Electrical Cost Planner		MPFR Cost Planner		Senior Cost Planner		Principal Engineer		Lupita Jaime				Catalina Ferreto President		Catalina Ferreto President		Sam Clay Project Engineer 3			
	$220	per hour	$205	per hour	$190	per hour	$140	per hour	$85	per hour	$248	per hour	$285	per hour	$195	per hour	$190	per hour	$125	per hour	$115	per hour	$325	per hour	$285	per hour	$195	per hour	$145	per hour	$125	per hour	$189	per hour	$173	per hour	$145.00	per hour	$110.00	per hour	$90.00	per hour	$60.00	per hour	$175.00	per hour	$90.00	per hour	$199.00	per hour	$199.00	per hour	$199.00	per hour	$180.00	per hour	$0.00	per hour	$0.00	per hour	$132.61	per hour	$135.00	per hour	$180	per hour		
Task	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
COMMUNITY ENGAGEMENT & ILLUSTRATIVE MATERIALS			

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

LANDSCAPE ARCHITECTS

Proposal for City of Salinas
Closter Park
Project Management
Budget Management
Grant Management

Elizabeth Matz
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201
Monterey, CA 93940

Paul H. Greenway, PE
President
Senior Project Manager
G7ei Inc.













DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A



September 7, 2022

Elizabeth Matz
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201
Monterey, CA 93940

Subject: Proposal for Project Management, Budget Management and Grant Management for City of Salinas City Park Closter Park Project

Dear Ms. Matz:

G7ei Inc., a State of California Certified Small Business, appreciates the opportunity to submit this proposal for Project Management, Budget Management and Grant Management for City of Salinas City Park Revitalization and Improvement Projects . We look forward to assisting the BFS Team delivery of parks projects.

G7 offers the Team a **highly qualified** and **very experienced team:**

- **Paul H. Greenway, PE,** President of **G7**, Senior Project Manager. Paul has three decades of experience helping clients with the delivery of services on over 100 municipal projects including serving as Project Manager on an American Public Works Association, APWA, 2018 National Award-Winning Project.

Thank you for the opportunity to submit this Proposal. Please feel free to contact me with any questions at 831-400-8964 or paul@g7ei.com

Sincerely,
G7ei Inc.

Paul H. Greenway
President
G7ei Inc.
525 Strawberry Road
Royal Oaks, CA 95076
Small Business, State of California, Certification #2012609

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Project Management, Budget Management and Grant Management for Closter Park

Project Understanding

The G7 team understands the City is seeking assistance with Project Management for implementation of the Closter Park Project. We have reviewed the City's Scope of Services in the Request for Qualifications and understand these services. Our goal is to serve as an extension of City staff in the delivery of services.

Project Manager

The primary responsibility of our Project Manager will be to act as a representative of the Owner during the project. The Project Manager will focus on the delivery of the project on-budget and on-schedule with the highest possible quality of final the project.

Project Description and Project Goals

One of the key steps is to have a well-defined project description. This step is key that allows the stakeholders to pursue the same goal. It keeps the team and stakeholders focused on the desired outcome. We will work with the City to make sure project descriptions are well-defined, and the project goals are clear as early as possible in the process.

Review of Existing Information

G7 will review existing plans, planning documents, regulatory rules and other materials relating to the project(s). This data collection phase of the project is necessary to understand the context of the existing improvements and to understand the deficiencies in the current conditions as well as proposed improvements.

Project Development and Design Phase

The **G7** Team will develop an Action Plan to assist keeping the team on track for the project. We will define roles and responsibilities, establish regular meetings, develop agendas with goals, identify deliverables, preparing staff reports as needed.
During this phase of the project, the Project Manager will develop the overall schedule with target milestones as well as a project budget. Other tasks include coordinate or attend meetings with City representatives, stakeholders, the design consultant or regulatory agencies. The Project Manager will prepare correspondence with the design consultant. Review documents submitted by the design consultant and provide

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

reviews of the design consultants work on constructability and compliance with the design contract requirements.

Pre-Construction Phase Services:
Services may also include the construction bidding phase of assisting with the coordination of design consultants bid packages into City format, conducting pre-bid conferences, and responding to bidders' questions during the advertisement phase of the project. The work may also include evaluation of bids, preparation of bid summary and recommendations for processing award of the contract. The services may include constructability reviews and preparation of staff reports for the City.

Project Management
Services will include coordination with City staff, prime consultant, for the preparation of design plans and construction bid documents. Action items on project deliverables and tracking of schedule of grant deadlines.
Deliverable: Actions items prepared for project management tracking to keep project on budget and on schedule.

Budget Management
Services will include develop a budget spreadsheet that tracks design phase services, construction phase services, construction costs, city costs, and city reimbursements.
Deliverable: Budget Spreadsheet and tracking invoices and State payments to the City

Grant Management
Services will include reviewing project conformance to Proposition 68 implementation in accordance with the State of California Grant Administration Guide. Grant administration duties will include preparation of payment request forms, grant expenditure forms, coordination with City finance staff on invoices paid.
Deliverable: Payment request forms and grant expenditure forms.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

1-Nov-22						
City of Salinas **Closter Park** **Project Management, Budget Management, Grant Management**		Senior Project Manager	Project Manager III	Management Analyst II	**Total Resource Hours**	**Total Resource Costs**
	2023 Rates*	$248	$195	$150		
1 –Project Management						
Project management		48	472		520.0	$103,944
2 –Budget Management						
Senior Project Manager		16	96		112.0	$22,688
Senior Management Analyst				40	40.0	$6,000
2 –Grant Management					0.0	
Senior Project Manager		16	48		64.0	$13,328
Senior Management Analyst				208	208.0	$31,200
TOTAL	**Hours**	80.0	616.0	248.0	**328.0**	**$ 177,160**

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

LANDSCAPE ARCHITECTS

Proposal for City of Salinas
Closter Park
Construction Management
Construction Inspection

Elizabeth Matz
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201
Monterey, CA 93940

Paul H. Greenway, PE
President
Senior Project Manager
G7ei Inc.













DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

September 7, 2022

Elizabeth Matz
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201
Monterey, CA 93940

Subject: Proposal for Construction Management and Construction Inspection for City of Salinas Closter Park Project

Dear Ms. Matz:

G7ei Inc., a State of California Certified Small Business, appreciates the opportunity to submit this Proposal for Construction Management for City of Salinas Closter Park Project. We look forward to assisting the BFS Team delivery of parks projects.

G7 offers the Team a **highly qualified** and **very experienced team:**

- **Paul H. Greenway, PE,** President of **G7**, Senior Construction Manager. Paul has three decades of experience helping clients with the delivery of services on over 100 municipal projects including serving as Project Manager on an American Public Works Association, APWA, 2018 National Award-Winning Project.

Thank you for the opportunity to submit this Proposal. Please feel free to contact me with any questions at 831-400-8964 or paul@g7ei.com

Sincerely,
G7ei Inc.

Paul H. Greenway
President
G7ei Inc.
525 Strawberry Road
Royal Oaks, CA 95076
Small Business, State of California, Certification #2012609

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Construction Management and Construction Inspection for Closter Park

Construction Phase Services

The Construction Management effort will include the following duties. Construction manager duties which are described below.

- Tracking, Updating and coordination of schedule and budget
- Construction Progress Reports will be prepared monthly and submitted to the City with reports including status of contract time and overall progress of the contractor.
- Coordination with inspection staff
- Coordination with the Architect on RFI
- Determine the validity and justification for all change orders and provide recommendations to the City.
- Negotiate costs with the contractor
- Prepare CCO and process through the City
- Track all CCOs against project contingency balance.
- Construction Progress Reports will be prepared monthly and submitted to the City with reports including status of contract time and overall progress of the contractor.
- Conduct construction progress meetings and keep meeting agendas will prepare minutes with action items promptly.
- Interpret the plans and specifications and review construction activities to verify that the work is in accordance with the contract documents and applicable regulatory requirements.
- Be the leader in pursuing resolutions of day-to-day construction issues raised. This will include coordination with inspectors, Design Engineers, Contractors, and the City as required to reach resolution.
- Obtain and maintaining key specification referenced standards that relate to the project.
- Monitor project permit conditions and related expiration dates and inform the City and Contractor when non-compliance is observed.
- Review and process contractor's monthly payment request with the project inspector(s). He will provide a preliminary payment request to the City's Project Manager for review prior to submittal of the final monthly payment request.
- Coordinate and verify the tracking of record drawings. This will include reviewing the contractor's record drawings ongoing basis and verifying the final submission to City.
- Coordinate the preparation of a detailed project punch list at substantial completion of the project and coordinate with project stakeholders.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

- Verification of submitted final payment requests from the Contractor following filing of Notice of Completion.
- Review and certify that the Contractor's project record drawings are complete and accurate prior to contract acceptance.
- Develop recommendations for notice of substantial completion and contract acceptance, compile and submit the appropriate final documentation to the City in electronic and paper files as needed.
- Preparation of a Final Construction Report formatted will be included in the closeout package to the City.
- Be proactive in identifying potential concerns and work toward cost-effective solutions.

Construction Inspection efforts will include:

- Perform Daily Inspection. Construction Inspector will review the construction for compliance to the plans and specifications; collect and verify material certification and tickets.
- Perform Photo Documentation. The Construction Inspector will assist with photos of construction site conditions.
- Prepare written daily field reports for submittal to the Project Manager/Construction Manager. Reports will include types of contract work performed, the labor and equipment utilized, quantities of materials constructed, significant conversations with the Contractor constructing the work, and a discussion of any work not conforming to the plans and specifications.
- Construction inspector will track time of contractor for extra work or change order work.
- This proposal does not include Materials Testing, Construction Staking or Field Survey, however, the construction inspector will coordinate with materials testing firm hired separately by the City and City surveyors.
- Construction Inspector will prepare a Punch List after substantial completion of the work.

Construction Management and Construction Inspection

Services will include Construction Management and Construction Inspection of project to confirm construction is in accordance with plans and specifications and construction project is delivered in accordance with the construction budget and working day schedule.

Deliverable: Construction Field reports, Construction Management Action Items

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

1-Nov-22						
City of Salinas **Closter Park** **Construction Management and Inspection**		Senior Construction Manager	Construction Manager III	Construction Inspector III	**Total Resource Hours**	**Total Resource Costs**
	2024 Rates	$257	$195	$150		
1 –CM and Inspection						
Construction Inspector				2,080.0	2,080.0	$312,000
Senior Construction Manager		48.0	472.0		520.0	$104,376
TOTAL	**Hours**	48.0	472.0	2,080.0	**2,600.0**	**$ 416,376**

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Closter Park Revitalization

Proposal for Labor Compliance Monitoring For City Park Revitalization And Improvement Projects City of Salinas

Elizabeth Matz | Associate Principal
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201, Monterey CA 93940
831.646.1383 p | 831.582.7723 c| beth@bfsla.com

Catalina Ferreto
President
360PSM
Labor Compliance Monitoring Officer- Analyst
18110 Stonehaven Dr,
Salinas CA, 93908



DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

09-08-2022

Elizabeth Matz | Associate Principal
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201, Monterey CA 93940
831.646.1383 p | 831.582.7723 c

Subject: Proposal for Labor Compliance Monitoring Services City Park Revitalization and Improvement Projects for City of Salinas for Closter Park Revitalization

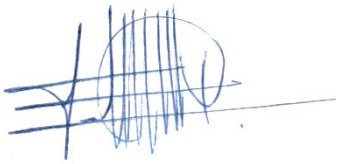
Dear Elizabeth:

360PSM is a Certified Woman Minority Business Enterprise (WMBE) founded in 2018. State of California Certified Disadvantaged Business Enterprise (DBE #45909), California Small Business for Purpose of Public Works (SB-PW) certification (ID 2019749), registered with the State of California Department of Industrial Relations, Registration Number: PW-LR-1000653803.

Supporting the **BFS LANDSCAPE ARCHITECTS** team will be Catalina Ferreto, President of 360PSM. **360PSM** recently provided non-engineering support services on a Federally Funded infrastructure project and on a State of California funded infrastructure project**. 360PSM** is committed to working with the **BFS LANDSCAPE ARCHITECTS** team on the City Park Revitalization and Improvement Projects for City of Salinas
360PSM will provide the following services for the Pre-construction phase and Construction phase of the project.

- **Labor Compliance**
- **Community outreach**

We look forward to working with you and the other team members on this important project for Construction Management and Inspection Services for City Park Revitalization and Improvement Projects for City of Salinas. The main point of contact for this project is Catalina Ferreto and she can be reached by phone at 831-500-1263 by mail at 18110 Stonehaven Dr, Salinas CA, 93908 or via email at Catalina@360PSM.com



Catalina Ferreto
360PSM
President
831-500-1263
Catalina@360PSM.com

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Project Understanding

BFS Landscape Architects team interested in **Professional Labor Compliance Monitoring Services for City of Salinas.** Project Title: **City Park Revitalization and Improvement Projects for Closter Park.** The City of Salinas has a population of 165,000 people, is the largest city in the County of Monterey and serves as the county seat. Known as the "salad bowl of the world", the community is surrounded by agricultural lands which drive its economy and shape its heritage. The city lies about 100 miles south of San Francisco and approximately 10 miles inland of the Monterey Peninsula. Salinas has grown tremendously over the past sixty years, with a population of less than 30,000 in 1960. Diversity is one of Salinas' strengths, with 75 percent of residents identifying as Hispanic/Latino.
The City of Salinas requires to provide the City with a final Project Concept, Project Schedule, Final Design, Construction Plans and Specifications, cost estimate, project management, design, bidding and implementation for each of the Projects.

Closter Park Revitalization: To be planned, designed and developed in accordance with the scope and conceptual design provided to the State of California Natural Resources Agency, Department of Parks and Recreation Proposition 68-funded grant. Closter Park is identified as a 7-acre, community park located in the Alisal neighborhood of East Salinas, a densely populated and critically underserved neighborhood with the highest poverty levels and highest violent crime rates in the city. The Consultant would be responsible for re-engaging the community and confirming that the existing Conceptual Design is what the community envisions for the project. It's the City's desire that every major recreation and sports amenity be replaced or renovated at Closter Park. Improvements will benefit the community and enhance the health and quality of life for residents of all ages while providing spaces for educational and cultural celebrations/programming and/or other venues, which will also increase economic opportunities for local vendors. The proposed improvements include:

1. **Ballfields and Amenities**. Both the Little League ballpark and the ballpark for youth and adults will be regraded and will have new restrooms, bleachers, dugouts, bases and pitcher's mounds, batting cages, a concession stand, storage area, water bottle fillers, and drinking fountains. All ballfield amenities would be located right next to the ballfields.



DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A



2. **Amphitheater Seating**. Amphitheater seating at the Plazita for audience viewing comfort during community events (music, festivals, etc.).

3. **Youth Plaza**. A plaza would be created for older kids, to include tables, benches, and age-appropriate games such as ping pong and cornhole. Street-skate elements would be incorporated nearby along with a public art opportunity for youth.

4. **Farmers Market/Multi-use Event Space.** This space would include a pavilion with seating and electrical connections for vendors and event patrons. A gazebo with an outside kitchen or large Santa Maria style barbecue would be built nearby.

5. **Larger Themed and Colorful Play Area/Climbable Art and Musical Sound-Making Plaza**. A larger themed and colorful play area for ages 2-5 and 5-12 will be built to replace the existing play structures. In addition, there will be new picnic/seating area with community-made art nearby.

6. **Tree of Life.** Protective measures such as garden wall and up-lighting opportunities.

7. Basketball Courts. Added color surfacing to existing basketball courts with improved/decorative fencing around the courts.

8. **Horseshoe Pits**. Improvement of current horseshoe pits.

9. Lighting Enhancements. Security lighting, up-lighting in existing mature trees, lighting at new park entrance points.

10. **Landscaping Enhancements**. Upgrades to existing landscaping, including planting of new mature moderate/large trees (37) and non-invasive, drought-tolerant plants, including directing storm drains to bioretention areas.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

11. **10' Wide Fitness Loop**. Add a 10' wide walking/running loop along the perimeter of the park, which measures exactly a half mile long and will be marked as such and integrate fitness stations (6-12) throughout the trail.

12. **Public Art Engagement/Integration**. Several of the Closter Park Revitalization improvements will integrate public and community-made art throughout the park adding that beautification touch and sense of placemaking to the community as well as creating an opportunity of engaging the youth and local artists.

Contractual Scope of Services

BFS Landscape Architects requested Labor compliance monitoring and Community outreach for the Project. **360PSM** proposes to perform the following services:

Labor Compliance PRE-Construction Phase

Community outreach (through project duration)

1) Community intercept outreach meeting

Services will include participation and helping during community meeting.
Deliverable: Parks and Recreation Commission Meetings translation and interpretation.

Labor Compliance Monitoring for Pre- construction support services and during Construction services

Review the Prime Contractor and the Subcontractor payroll documents, including wage rates, fringe benefits, and forms and documents required by the State of California.

Deliverable: Monthly tracking document for compliance resolution

Labor Compliance Monitoring/ Construction Phase

1. Review contract provisions and labor compliance requirements with the project team.

2. Determine the specific labor standards and dates of effect for wages for the construction project

3. Set up and maintain all compliance files and documents relating to prevailing wage activities;

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

4. Set up and maintain labor compliance files tracking the prime contractor and subcontractors.

5. Attend pre-construction meetings to discuss prevailing wage requirements with contractor and subcontractors.

6. Review Contractor's compliance with all State required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.
7. Verify that certified payroll records are submitted by prime contractors and their subcontractors

8. Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.

9. Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.

10. Review and verify Fringe Benefit Statements are consistent with the contract provisions and State of California requirements.

11. Monitor the submittal of Training Fund Contribution Reports.

12. Monitor workforce utilization reports to verify trade and apprenticeship participation.

13. Identify violations and investigate complaints of underpayment to workers.

14. Notify BFS Landscape Architects regarding delinquent, uncertified, inaccurate and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities

1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.

2. Calculate and recommend to **BFS Landscape Architects** the amount of wages that will be withheld from the contractor's payments/retention.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

3. Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare and submit documentation to **BFS Landscape Architects.**

4. Document and file final resolutions

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Compensation

We have reviewed the contract documents and have developed an estimated the following fee for labor compliance and monitoring prevailing wages. This estimate is based on an average construction project, however, there are factors beyond our control such as the performance of the contractor to complete the work on time and the number of underpayment violations. If project services are needed beyond the duration, the fee would be extended at the following hourly rate.

The estimated base bid cost of this construction work is $6,800,000

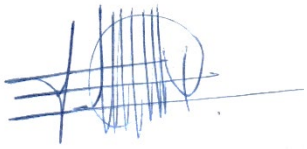
Labor Compliance – Pre-Construction Phase			
Description	**Hours**	**Rate**	**Total**
Labor Compliance Monitoring Officer-Analyst	8	$125/Hour	$1000
Field Interviews	4	$125/Hour	$500
Total			**$1,591.32**

Labor Compliance - Construction Phase			
Description	**Hours**	**Rate**	**Total**
Labor Compliance Monitoring Officer- Analyst	144	$132.61/hour	$19, 095.84
Field Interviews	72	$132.61/hour	$9,547.92
Total			**$28,643.76**

Conclusion

We look forward working with you on this important project. Please contact Catalina Ferreto at (831)500-1263 or email catalina@360psm.com

Sincerely,



Catalina Ferreto |360PSM
President
(831)500-1263
www.360psm.com

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Fee Schedule

Labor Compliance				
		Hourly Rate $		
		2022	2023	2024
Labor Compliance		125	128.75	132.61
Field Interviews		125	128.75	132.61
President		150	154.5	159.14
Public outreach- Community outreach				
Public outreach- Community outreach		125	128.75	132.61

Blueprint fees, copy fees, subconsultants or other direct costs not listed above are reimbursed at cost plus 10%
Hourly Rates are effective as of Jan 1, 2022. Each subsequent year in January rate adjusted for inflation of 3%.



Catalina Ferreto
President 360PSM
831-500-1263
catalina@360psm.com

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Scope of Services

Universal Playgrounds at Northgate and Williams Ranch Parks
November 04, 2022

LANDSCAPE ARCHITECTS

PROJECT DESCRIPTION.
The City has allocated funding to install (2) universal playgrounds, (1) at Northgate Park and (1) at Williams Ranch Park. The universal playgrounds are to be thematic in nature and include supplemental amenities such as site furnishings, shade canopies and accessible pathway improvements. Provided in the scope below is support of City staff to facilitate and conduct community engagement, the preparation of construction documents and support of the City during the Construction period. Also included with this scope and fee is the proposal and fees for G7ei and 360 PSM to conduct City project management, budget management, construction management and Labor Compliance

Attached to this scope and fee is a memo prepared by BFS and shared with City staff; This memo provides an estimate of probable construction costs at a planning level. The scope and fee prepared below reflect an estimated construction cost of $868,840 for both playgrounds together. This cost reflects new play equipment, site furnishings, amenities, accessibility improvements and a combination of both poured-in-place resilient surfacing and engineered wood fiber resilient surfacing.

1.0 CONCEPTUAL DESIGN

1.01 Attend project start up meeting. Review scope of services, community engagement process, schedule, and anticipated construction budget with Owner and Project Manager [PM].
Deliverable: BFS to prepare summary and meeting minutes of start up meeting, BFS to submit project schedule

1.02 Visit Northgate Park and Williams Ranch Park with Owner and PM. Review and discuss existing site conditions and photograph for in-house design reference.
Deliverable: BFS to prepare summary of site visit and provide recommendations for anticipated site improvements.

1.03 Surveying consultant to prepare and submit site topographic survey for both parks Survey include aerial mapping and limited site survey information as determined by the park sites' limit of work. BFS to prepare composite base plan for Design Team use.
Deliverable: Submit site topographic survey information (in AutoCAD base format) to Owner for future use.

1.04 Arborist consultant to prepare and submit arborist review and recommendations for Williams Ranch Park.
Deliverable: Submit arborist report and recommendation to Owner for future use.

1.05 Coordinate and discuss site storm water management strategies with PM and Civil Engineer. It is anticipated that both park sites will require site accessibility improvements and addition of impervious surfaces to the sites will required storm water management.
Deliverable: BFS to prepare summary and meeting minutes of storm water strategy discussion

1.06 Community meeting #1 (Northgate Park): Meet with Owner and PM to review agenda and goals of first community. BFS to prepare visual image boards and conduct multiple 'dot surveys' to gather the community's preferences on playground themes, playground equipment and supporting site amenities. BFS to prepare a digital survey material through Google Forms. Online surveys to be made available through City website and

BFS Landscape Architects • bfsla.com
425 Pacific Street, Suite 201, Monterey, California 93940 • (831) 646-1383 P • (831) 373-8653 F
1580 West El Camino Real, Suite 12, Mountain View 94040 • (650) 326-6622 P • (650) 963-9421 F

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

social media sites.
Deliverables: BFS to prepare community meeting materials (both in-person and online materials) and submit to Owner and PM for review.

1.07 Community meeting #2 (Williams Ranch Park): Meet with Owner and PM to review agenda and goals of first community. BFS to prepare visual image boards and conduct multiple 'dot surveys' to gather the community's preferences on playground themes, playground equipment and supporting site amenities. BFS to prepare a digital survey material through Google Forms. Online surveys to be made available through City website and social media sites.
Deliverables: BFS to prepare community meeting materials (both in-person and online materials) and submit to Owner and PM for review.

1.08 Community outreach review meeting. Review with Owner and PM responses received from community outreach meetings. Review and discuss BFS recommendations for developing concept alternatives, including potential themes, playground equipment selections, supporting site amenities and construction budget estimates.
Deliverable: BFS to prepare summary and meeting minutes of community outreach review meeting

1.09 Develop no more than (3) draft conceptual design sketches (for each park) including playground theme, playground equipment, accessibility improvements and site supporting amenities. Sketches to be hand drawn and overlaid on scaled site base. Sketches to be supported with imagery and product materials. Prepare estimate of probable construction costs. Submit for Owner and PM review.
Deliverable: BFS to prepare and submit conceptual design sketches, image boards and construction cost estimates

1.10 Review and refine final conceptual design sketches, image boards and cost estimates based on comments received from Owner and PM. BFS to prepare illustrative conceptual design sketches (for each park). BFS to coordinate with playground manufacturers to create 3D model renderings of each concept sketch. Submit for Owner and PM review.
Deliverable: BFS to prepare and submit final conceptual design sketches, image boards and construction cost estimates

2.0 DESIGN DEVELOPMENT

Scope and fee assumes biweekly coordination meetings with Owner and PM

2.01 BFS to complete a Design Manual to document research, products and cost of proposed design. Elements of the design manual to include:

A. Site Furnishings
B. Site Paving
C. Play Features
D. Shade Structures

Deliverable: Prepare and submit Design Manual to Owner / PM

2.02 Design Manual Review. Meeting with City via online web conferencing. Prepare meeting minutes for City and Design Team
Deliverable: BFS to prepare summary and meeting minutes of Design Manual review discussion

2.03 Design Development Coordination across the disciplines to prepare the 50% Design Development

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Documents

A. Civil Engineer to coordinate with the Design Team
    1. Prepare stormwater management plan-coordinate with BFS on capturing site runoff and creating onsite treatment areas to meet local codes

2.04 Design Team to prepare and submit 50% Design Development Drawings. Submittal to include Cost Estimate. Drawings package to include

A. Cover Sheet
B. Existing Conditions Plan
C. Demolition Plan
D. Construction Plan
E. Grading and Drainage Plan
F. Construction Details
G. Irrigation Plan
H. Planting Plan
I. Irrigation and Planting Details
J. Stormwater Management Plan

Deliverable: Design Team to prepare and submit 50% DD plans, construction cost estimate and product notebook

2.05 BFS to provide internal review of Design Development documents. Review Design Team documents for design consistency and coordinate conflicts with Design Team members as appropriate.

2.06 Meet with Owner and PM to review 50% Design Development Package and Cost Estimate.
Deliverable: BFS to prepare summary and meeting minutes of 50% DD review discussion

2.07 Based on 50% Design Development review comments, prepare 100% Design Development plans. Update cost estimate of construction budget.
Deliverable: Design Team to prepare and submit 100% DD plans and construction cost estimate

2.08 BFS to provide internal review of Design Development documents. Review Design Team documents for design consistency and coordinate conflicts with Design Team members as appropriate.

2.09 Meet with Owner and PM to review 100% Design Development Package and Cost Estimate. Deliverable: Prepare meeting minutes for City and Design Team
Deliverable: BFS to prepare summary and meeting minutes of 100% DD review discussion

3.0 CONSTRUCTION DOCUMENTS & PERMITTING

Scope and fee assumes biweekly coordination meetings with Owner and PM

3.01 Based on approved Design Development drawings, prepare and submit electronically 75% complete Construction Drawings (CDs), submittal includes technical specifications and estimate of probable construction costs.
Deliverable: Design Team to prepare and submit 75% CD plans, construction cost estimate and specifications.

3.02 BFS to provide internal review of Construction Documents. Review Design Team documents for design consistency and coordinate conflicts with Design Team members as appropriate.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

3.03 Meet with Owner and PM to review 75% Construction Document Package and Cost Estimate. Deliverable: Prepare meeting minutes for City and Design Team
Deliverable: BFS to prepare summary and meeting minutes of 75% DD review discussion

3.04 Based upon Owner / PM review, complete 90% CDs / Permit Set. Prepare estimate of probable construction costs and technical specifications in CSI format. Prepare building permit application and compile all required reports and information. Submit electronically and review with Owner / PM. Coordinate with building permit application with PM
Deliverable: Design Team to prepare and submit 90% CD plans, construction cost estimate and specifications.

3.05 Compile and distribute agency plan-check comments for Owner / PM and sub-consultant review.

3.06 Based on plan-check comments, complete 100% CDs / Bid-set drawings, Technical Specifications, and Bid-Form.
A. Owner / PM will distribute copies of bid-documents.
B. Arrange for printing and distribution of copies of bid-documents if required by the Owner / PM as an additional reimbursable cost.
Deliverable: Design Team to prepare and submit 100% CD plans, construction cost estimate and specifications for bidding.

4.0 BIDDING & CONSTRUCTION ADMINISTRATION

4.01 Attend pre-bid meeting with Owner / CM and potential bidders to discuss bidding procedures.
A. Prepare meeting minutes for the Owner / CM

4.02 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.
A. Assist Owner / CM in evaluating bids received.

4.03 Prepare and attend Bid Award Salinas City Council Meeting 03. See above task for approach.
Deliverables:
A. BFS to prepare presentation materials and submit to Owner and PM for review. BFS to prepare community noticing materials.
B. BFS to assist in presentation at City Council Meeting

4.04 Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.

4.05 Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
A. Prepare meeting minutes for the Owner / CM

4.06 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.

4.07 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

4.08 Review and comment on Contractors Pay Applications and Proposed Change Orders.

4.09 Attend [12] bi-weekly project (OAC) meetings and on-site construction reviews followed by written field reports and/or meeting minutes. Assumes [6]-months construction and [1]-month landscape maintenance. Reviews to include:

A. Substantial Completion Review – at start of landscape maintenance
B. Punch-list Check – during landscape maintenance
C. Final Review – at end of landscape maintenance

4.10 Prepare Record Drawings based on As-Built drawings provided by the Contractor.

4.11 Close-out project including administrative documentation.

10.0 ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

10.01 Additional community meetings as authorized by the Owner / PM.

10.02 Additional coordination meetings as authorized by the Owner / PM.

EXCLUSIONS

The following are excluded from our scope of services.

1. Printing and distribution of flyers / agenda / handouts for Community meetings.
2. Translation services for Community meetings.
3. CEQA document preparation and approvals.
4. Geotechnical Survey / Report.
5. Architectural Drawings for ancillary support buildings and structures.
6. Lighting Design (photometrics) and related Electrical Engineering,
7. ADAAG (Accessible route) / Signage Plan. Assumed to be in architectural scope.
8. Signage & graphics artwork.
9. LEED / CALGREEN rating-based project development and documentation.
10. Off-site improvements, except for utility connections.
11. Division 1 (General Conditions and Special Provisions) Project Specifications.
12. Printing of drawings on Mylar.

-END -

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

COMPENSATION

1.0	CONCEPTUAL DESIGN	$49,145
	BFS (PRIME)	$25,465
	SANDIS (CIVIL & SURVEY)	$18,555
	ONO CONSULTING (ARBORIST)	$3,125
	LUPITA JAIME (TRANSLATION)	$2,000
2.0	DESIGN DEVELOPMENT	$28,550
	BFS (PRIME)	$17,480
	SANDIS (CIVIL & SURVEY)	$11,070
3.0	CONSTRUCTION DOCUMENTS & PERMITTING	$38,815
	BFS (PRIME)	$22,960
	SANDIS (CIVIL & SURVEY)	$15,855
4.0	BIDDING & CONSTRUCTION ADMINISTRATION	$34,195
	BFS (PRIME)	$28,230
	SANDIS (CIVIL & SURVEY)	$5,965
5.0	PROJECTMANAGEMENT	$7,232
	G7ei Inc Scope and Fee	
6.0	BUDGET MANAGEMENT	$3,332
	G7ei Inc Scope and Fee	
7.0	CONSTRUCTION MANAGEMENT	$28,052
	G7ei Inc Scope and Fee	
8.0	LABOR COMPLIANCE: PRECONSTRUCTION	$1,500
	360 PSM Scope and Fee	
9.0	LABOR COMPLIANCE: CONSTRUCTION	$8,125
	360 PSM Scope and Fee	
10.0	ADDITIONAL SERVICES	
	10.01 Additional Community Meetings	$10,000/ea
	10.02 Additional Coordination Meetings	$400/ea
	REIMBURSABLE EXPENSES BUDGET	$5,000
	TOTAL (NIC ADDITIONAL SERVICES)	**$203,946**

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation. All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Attachments: Standard Schedule of Compensation, dated 5/2022.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Standard Schedule of Compensation

May 2022

LANDSCAPE ARCHITECTS

GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	$220/hour
Associate Principal	$205/hour
Associate	$190/hour
Project Manager	$170/hour
Assistant Project Manager	$160/hour
Designer	$140/hour
Assistant Designer	$120/hour
Design/Graphics Intern	$45/hour
Word Processor/Clerical	$85/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

bfs LANDSCAPE ARCHITECTS

Universal Playgrounds at Northgate Park & Williams Ranch Park - Salinas Parks Improvement & Revitalization Project

| Task | BFS Landscape Architects
Larry Foster
Principal In Charge
$220 per hour | | BFS Landscape Architects
Elizabeth Matz
Associate Principal
$205 per hour | | BFS Landscape Architects
Chuan Tang
Landscape Designer
$140 per hour | | G7EI INC CM/Pm
Paul Greenway
President
$248 per hour | | 360 PSM Labor Compliance & Community Engagement
Catalina Ferreto
President
$125 per hour | | SANDIS Civil
Chad Browning
Senior PM
$285 per hour | | SANDIS Civil
Steve Yazalina
Project Manager
$195 per hour | | SANDIS Civil
Thuy Nguyen
Project Engineer 1
$150 per hour | | SANDIS Civil
Seth Talkington
Design Engineer 2
$125 per hour | | SANDIS Civil
Technical Drafting Pool Drafting
$115 per hour | | SANDIS Civil
Field Crew (2 Man)
$325 per hour | | SANDIS Civil
Survey Sup. PLS
$285 per hour | | SANDIS Civil
Survey PM Level 1
$195 per hour | | SANDIS Civil
Project Surveyor Level 2
$145 per hour | | SANDIS Civil
Survey Tech Level 2
$125 per hour | | ONO CONSULTING Arborist
Frank Ono
President
$175 per hour | | Lupita Jaime Translation Services
Lupita Jaime
$0 per hour | | | |
|---|---|---

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

October 13, 2022

LANDSCAPE ARCHITECTS

MEMO TO: Kristan Lundquist & Ana Ambriz (City of Salinas)

FROM: Beth Matz (BFS)

RE: Universal Playgrounds at Northgate Park & Williams Ranch
Conceptual Construction Cost Estimates

Northgate Park

1. Existing playground area is 8,034 sq ft
2. Conceptual Planning Costs
    a. New Playground Surfacing
        i. Poured in Place ($35/sf) = $281,190
        ii. Engineered Wood Fiber, assumes 12" depth ($5/sq) = $40,170
    b. 2-5 yr. Play Area - 2,703sf (assume 1/3 of total playground area)
        i. Structure : $65,000
        ii. Swings: $25,000
        iii. Freestanding Equipment (spinners, rockers, see-saws, play panels): $45,000
        Total: $135,000
    c. 5-12 Play Area – 5,331 sf
        i. Structure: $100,000
        ii. Swings: $45,000
        iii. Freestanding Equipment (spinners, rockers, see-saws, play panels): $65,000
        Total: $210,000
    d. Shade Structure
        i. Provide site coverage over 1000 sf of the playground area - $100/sf for shade
        Total: $100,000
    e. Site Improvements
        i. Drainage
        ii. Accessible ramps into playground
        iii. Hardscape
        iv. Site Furnishings
        Total: $75,000
3. Total Cost with Poured in Place Resilient Surfacing : **$801,190**
    a. $99.75/sf

BFS Landscape Architects • bfsla.com
425 Pacific Street, Suite 201, Monterey, California 93940 • (831) 646-1383 P • (831) 373-8653 F
1580 West El Camino Real, Suite 12, Mountain View 94040 • (650) 326-6622 P • (650) 963-9421 F

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

4. Total Cost with Engineered Wood Fiber Resilient Surfacing: **$560,170**
    a. $69.75/sf

Williams Ranch Park

1. Existing playground area is 3,283 sf, its may be possible to expand the footprint to 5,687 sf. The costs below assume the original footprint
2. Conceptual Planning Costs
    a. New Playground Surfacing
        i. Poured in Place ($35/sf) = $114,905
        ii. Engineered Wood Fiber, assumes 12" depth ($5/sq) = $16,415
    b. 2-5 yr. Play Area – BFS recommends limiting the age limit at this park to 2-5 yrs based on the size of the playground footprint
        i. Structure : $25,000
        ii. Swings: $10,000
        iii. Freestanding Equipment (spinners, rockers, see-saws, play panels): $15,000
        Total: $50,000
    c. Shade Structure
        i. Provide site coverage over 500 sf of the playground area - $100/sf for shade
        Total: $50,000
    d. Site Improvements
        i. Drainage
        ii. Accessible ramps into playground
        iii. Hardscape
        iv. Site Furnishings
        Total: $22,500
3. Total Cost with Poured in Place Resilient Surfacing: **$237,405**
    a. $72.31/sf
4. Total Cost with Engineered Wood Fiber Resilient Surfacing: **$138,915**
    a. $42.31/sf

Thank you.

–END–

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Project Management, Budget Management for Universal Park

Project Understanding
The G7 team understands the City is seeking assistance with Project Management for implementation of the Universal Park Project. We have reviewed the City's Scope of Services in the Request for Qualifications and understand these services. Our goal is to serve as an extension of City staff in the delivery of services.

Project Manager
The primary responsibility of our Project Manager will be to act as a representative of the Owner during the project. The Project Manager will focus on the delivery of the project on-budget and on-schedule with the highest possible quality of final the project.

Project Description and Project Goals
One of the key steps is to have a well-defined project description. This step is key that allows the stakeholders to pursue the same goal. It keeps the team and stakeholders focused on the desired outcome. We will work with the City to make sure project descriptions are well-defined, and the project goals are clear as early as possible in the process.

Review of Existing Information
G7 will review existing plans, planning documents, regulatory rules and other materials relating to the project(s). This data collection phase of the project is necessary to understand the context of the existing improvements and to understand the deficiencies in the current conditions as well as proposed improvements.

Project Development and Design Phase
The **G7** Team will develop an Action Plan to assist keeping the team on track for the project. We will define roles and responsibilities, establish regular meetings, develop agendas with goals, identify deliverables, preparing staff reports as needed.
During this phase of the project, the Project Manager will develop the overall schedule with target milestones as well as a project budget. Other tasks include coordinate or attend meetings with City representatives, stakeholders, the design consultant or regulatory agencies. The Project Manager will prepare correspondence with the design consultant. Review documents submitted by the design consultant and provide

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

reviews of the design consultants work on constructability and compliance with the design contract requirements.

Pre-Construction Phase Services:
Services may also include the construction bidding phase of assisting with the coordination of design consultants bid packages into City format, conducting pre-bid conferences, and responding to bidders' questions during the advertisement phase of the project. The work may also include evaluation of bids, preparation of bid summary and recommendations for processing award of the contract. The services may include constructability reviews and preparation of staff reports for the City.

Project Management
Services will include coordination with City staff, prime consultant, for the preparation of design plans and construction bid documents. Action items on project deliverables and tracking of schedule of grant deadlines.
Deliverable: Actions items prepared for project management tracking to keep project on budget and on schedule.

Budget Management
Services will include develop a budget spreadsheet that tracks design phase services, construction phase services, construction costs, city costs, and city reimbursements.
Deliverable: Budget Spreadsheet and tracking invoices and State payments to the City

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Construction Management and Construction Inspection for Universal

Construction Phase Services

The Construction Management effort will include the following duties. Construction manager duties which are described below.

- Tracking, Updating and coordination of schedule and budget
- Construction Progress Reports will be prepared monthly and submitted to the City with reports including status of contract time and overall progress of the contractor.
- Coordination with inspection staff
- Coordination with the Architect on RFI
- Determine the validity and justification for all change orders and provide recommendations to the City.
- Negotiate costs with the contractor
- Prepare CCO and process through the City
- Track all CCOs against project contingency balance.
- Construction Progress Reports will be prepared monthly and submitted to the City with reports including status of contract time and overall progress of the contractor.
- Conduct construction progress meetings and keep meeting agendas will prepare minutes with action items promptly.
- Interpret the plans and specifications and review construction activities to verify that the work is in accordance with the contract documents and applicable regulatory requirements.
- Be the leader in pursuing resolutions of day-to-day construction issues raised. This will include coordination with inspectors, Design Engineers, Contractors, and the City as required to reach resolution.
- Obtain and maintaining key specification referenced standards that relate to the project.
- Monitor project permit conditions and related expiration dates and inform the City and Contractor when non-compliance is observed.
- Review and process contractor's monthly payment request with the project inspector(s). He will provide a preliminary payment request to the City's Project Manager for review prior to submittal of the final monthly payment request.
- Coordinate and verify the tracking of record drawings. This will include reviewing the contractor's record drawings ongoing basis and verifying the final submission to City.
- Coordinate the preparation of a detailed project punch list at substantial completion of the project and coordinate with project stakeholders.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

- Verification of submitted final payment requests from the Contractor following filing of Notice of Completion.
- Review and certify that the Contractor's project record drawings are complete and accurate prior to contract acceptance.
- Develop recommendations for notice of substantial completion and contract acceptance, compile and submit the appropriate final documentation to the City in electronic and paper files as needed.
- Be proactive in identifying potential concerns and work toward cost-effective solutions.

Construction Inspection efforts will include:

- Part Time Construction Inspector will review the construction for compliance to the plans and specifications; collect and verify material certification and tickets.
- Perform Photo Documentation. The Construction Inspector will assist with photos of construction site conditions.
- Prepare written daily field reports for submittal to the Project Manager/Construction Manager. Reports will include types of contract work performed, the labor and equipment utilized, quantities of materials constructed, significant conversations with the Contractor constructing the work, and a discussion of any work not conforming to the plans and specifications.
- This proposal does not include Materials Testing, Construction Staking or Field Survey, however, the construction inspector will coordinate with materials testing firm hired separately by the City and City surveyors.
- Construction Inspector will prepare a Punch List after substantial completion of the work.

Construction Management and Construction Inspection
Services will include Construction Management and Construction Inspection of project to confirm construction is in accordance with plans and specifications and construction project is delivered in accordance with the construction budget and working day schedule.
Deliverable: Construction Field reports, Construction Management Action Items

10-Oct-22						
City of Salinas **Universal Playground** **Project Management, Budget Management**		Senior Project Manager	Project Manager III	Construction Inspector III	**Total Resource Hours**	**Total Resource Costs**
	2023 Rates*	$248	$195	$150		
1 –Project Management						
Senior Project Manager		4	32		4.0	$7,232
2 –Budget Management						
Senior Project Manager		4	12		4.0	$3,332
3 –Construction Management						
Senior Project Manager		4	28		4.0	$6,452
Senior Construction Inspector				144	144.0	$21,600
TOTAL	**Hours**	12.0	72.0	144.0	**156.0**	**$ 38,616**

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Universal Park Playgrounds
Proposal for Labor Compliance Monitoring
For City Park Revitalization
And Improvement
Projects
City of Salinas

Elizabeth Matz | Associate Principal
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201, Monterey CA 93940
831.646.1383 p | 831.582.7723 c| beth@bfsla.com

Catalina Ferreto
President
360PSM
Labor Compliance Monitoring Officer- Analyst
18110 Stonehaven Dr,
Salinas CA, 93908



DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

09-08-2022

Elizabeth Matz | Associate Principal
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201, Monterey CA 93940
831.646.1383 p | 831.582.7723 c

Subject: Proposal for Labor Compliance Monitoring Services City Park Revitalization and Improvement Projects for City of Salinas for Universal Park Playgrounds Northgate and Williams Ranch Parks

Dear Elizabeth:

360PSM is a Certified Woman Minority Business Enterprise (WMBE) founded in 2018. State of California Certified Disadvantaged Business Enterprise (DBE #45909), California Small Business for Purpose of Public Works (SB-PW) certification (ID 2019749), registered with the State of California Department of Industrial Relations, Registration Number: PW-LR-1000653803.

Supporting the **BFS LANDSCAPE ARCHITECTS** team will be Catalina Ferreto, President of 360PSM. **360PSM** recently provided non-engineering support services on a Federally Funded infrastructure project and on a State of California funded infrastructure project**. 360PSM** is committed to working with the **BFS LANDSCAPE ARCHITECTS** team on the City Park Revitalization and Improvement Projects for City of Salinas
360PSM will provide the following services for the Pre-construction phase and Construction phase of the project.

- **Labor Compliance**
- **Community outreach**

We look forward to working with you and the other team members on this important project for Construction Management and Inspection Services for City Park Revitalization and Improvement Projects for City of Salinas. The main point of contact for this project is Catalina Ferreto and she can be reached by phone at 831-500-1263 by mail at 18110 Stonehaven Dr, Salinas CA, 93908 or via email at Catalina@360PSM.com



Catalina Ferreto
360PSM
President
831-500-1263
Catalina@360PSM.com

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Project Understanding

BFS Landscape Architects team interested in **Professional Labor Compliance Monitoring Services for City of Salinas.** Project Title: **City Park Revitalization and Improvement Projects for the Universal Playground at Northgate and Williams Ranch Parks** The City of Salinas has a population of 165,000 people, is the largest city in the County of Monterey and serves as the county seat. Known as the "salad bowl of the world", the community is surrounded by agricultural lands which drive its economy and shape its heritage. The city lies about 100 miles south of San Francisco and approximately 10 miles inland of the Monterey Peninsula. Salinas has grown tremendously over the past sixty years, with a population of less than 30,000 in 1960. Diversity is one of Salinas' strengths, with 75 percent of residents identifying as Hispanic/Latino.
The City of Salinas requires to provide the City with a final Project Concept, Project Schedule, Final Design, Construction Plans and Specifications, cost estimate, project management, design, bidding and implementation for each of the Projects.

Universal Playground at Northgate and Williams Ranch Parks : Northgate Park is located at 1600 Seville Street and the Williams Ranch Park is located at 1530 Falcon Dive, both in the City of Salinas. The Northgate Park and Williams Ranch Park are approximately 5 acres in size each. The proposed project consists of developing and installing universal playgrounds, including theme-oriented playground equipment, site furnishings, and shade canopies that are well integrated with the existing parks.
Universal playgrounds are designed to be accessible and useable by all children, to the greatest extent possible, without the need for adaptation or specialized design, allowing for diversity, social inclusion, and equality for all children. The consultant shall develop three (3) conceptual alternatives for each park for the universal playground showing playground layout, including equipment, site furnishings, paths of travel, shade structures, individual play elements, and a 3-D rendering. The consultant is to engage the community and develop these conceptual alternatives based on the community's feedback.





DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Contractual Scope of Services

BFS Landscape Architects requested Labor compliance monitoring and Community outreach for the Project. 360PSM proposes to perform the following services:

Community outreach

1) Community intercept outreach meeting

- Community meeting #1 (Northgate Park)
- Community meeting #2 (Williams Ranch Park)

COMMUNITY OUTREACH

- Services will include participation and helping during community meeting.
- *Deliverable: Parks and Recreation Commission Meetings translation and interpretation.*

Labor Compliance Monitoring Pre- Construction phase / Construction phase

- Review the Prime Contractor and the Subcontractor payroll documents, including wage rates, fringe benefits, and forms and documents required by the State of California.

- Deliverable: Monthly tracking document for compliance resolution

Labor Compliance Monitoring/ Construction Phase

1. Review contract provisions and labor compliance requirements with the project team.

2. Determine the specific labor standards and dates of effect for wages for the construction project

3. Set up and maintain all compliance files and documents relating to prevailing wage activities;

4. Set up and maintain labor compliance files tracking the prime contractor and subcontractors.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

5. Attend pre-construction meetings to discuss prevailing wage requirements with contractor and subcontractors.

6. Review Contractor's compliance with all State required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.
7. Verify that certified payroll records are submitted by prime contractors and their subcontractors

8. Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.

9. Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.

10. Review and verify Fringe Benefit Statements are consistent with the contract provisions and State of California requirements.

11. Monitor the submittal of Training Fund Contribution Reports.

12. Monitor workforce utilization reports to verify trade and apprenticeship participation.

13. Identify violations and investigate complaints of underpayment to workers.

14. Notify BFS Landscape Architects regarding delinquent, uncertified, inaccurate and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities

1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.

2. Calculate and recommend to **BFS Landscape Architects** the amount of wages that will be withheld from the contractor's payments/retention.

3. Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

amount due each worker. Prepare and submit documentation to **BFS Landscape Architects.**

4. Document and file final resolutions

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Compensation

We have reviewed the contract documents and have developed an estimated the following fee for labor compliance and monitoring prevailing wages. This estimate is based on an average construction project, however, there are factors beyond our control such as the performance of the contractor to complete the work on time and the number of underpayment violations. If project services are needed beyond the duration, the fee would be extended at the following hourly rate.

The estimated base bid cost of this construction work is $500,000.00

Labor Compliance PRE-Construction Phase			
Description	**Hours**	**Rate**	**Total**
Labor Compliance Monitoring Officer- Analyst	8	$125/hour	$1000
Field Interviews	4	$125/Hour	500
Total:			**$1500**

Labor Compliance -Construction Phase			
Description	**Hours**	**Rate**	**Total**
Labor Compliance Monitoring Officer-Analyst	45	$125/Hour	$5,265.00
Field Interviews	20	$125/Hour	$2,500.00
Total			**$8,125.00**

Conclusion

We look forward working with you on this important project. Please contact Catalina Ferreto at (831)500-1263 or email catalina@360psm.com

Sincerely,



Catalina Ferreto |360PSM
President
(831)500-1263
www.360psm.com

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Fee Schedule

Labor Compliance				
		Hourly Rate $		
		2022	2023	2024
Labor Compliance		125	128.75	132.61
Field Interviews		125	128.75	132.61
President		150	154.5	159.14
Public outreach- Community outreach				
Public outreach- Community outreach		125	128.75	132.61

Blueprint fees, copy fees, subconsultants or other direct costs not listed above are reimbursed at cost plus 10%
Hourly Rates are effective as of Jan 1, 2022. Each subsequent year in January rate adjusted for inflation of 3%.



Catalina Ferreto
President 360PSM
831-500-1263
catalina@360psm.com

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Scope of Services

El Gabilan Play Lot
November 23, 2022

PROJECT DESCRIPTION
The improvements at the El Gabilan Play Lot include assessment of the existing asphalt paving and determining the areas to be replaced and repaved and areas to be resurfaced. The consultant team will study existing drainage and make improvements as required. In addition to paving improvements the Design Team will coordinate with City staff to include site amenities such as basketball hoops, pavement striping for basketball and other court style games.

Not included in this scope of work is the preparation of schematic drawings and planning approvals due to the limited improvements and scope

Included with our scope and fee is a conceptual cost estimate prepared by BFS on November 02, 2022

3.0 CONSTRUCTION DOCUMENTS (ASSUMES 14 WEEKS DURATION)

3.01 Attend Project start up meeting. Review scope of services, project program, schedule, and construction budget with Owner and Project Manager [PM].
Deliverable: BFS to prepare summary and meeting minutes of startup meeting, BFS to submit project schedule

3.02 Visit El Gabilan Park with Owner and PM. Review and discuss existing site conditions and photograph for in-house design reference.
Deliverable: BFS to prepare summary of site visit and provide recommendations for anticipated site improvements.

3.03 Community Engagement Meeting: Meet with Owner and PM to review agenda and goals of first community. BFS to prepare visual image boards for facilitating dot surveys exercise so that the City can gather the community's preferences on court games and in addition to basketball and supporting site amenities. City staff to facilitate Community Meeting. BFS to prepare digital survey material through Google Forms. Online surveys to be made available through City website and social media sites.

3.04 Surveying consultant to prepare and submit site topographic survey for park. The survey will include aerial mapping and limited site survey information as determined by the park sites' limit of work.
Deliverable: Submit site topographic survey information (in AutoCAD base format) to Owner for future use.

3.05 Coordinate the following items as required with Design Team:
a. Demolition / clear & grub areas, with the civil engineer.
b. Grading and drainage of pedestrian pavements and planting areas with the civil engineer.
c. LID storm water management strategies with the civil engineer.
d. Paving base and sub-grade design with the civil.

3.06 Prepare and submit electronically 30% complete Construction Drawings (CDs), submittal includes ~~technical specifications~~ and estimate of probable construction costs.
Deliverable: Design Team to prepare and submit 30% CD plans, construction cost estimate ~~and specifications~~.

BFS Landscape Architects • bfsla.com
425 Pacific Street, Suite 201, Monterey, California 93940 • (831) 646-1383 P • (831) 373-8653 F
1580 West El Camino Real, Suite 12, Mountain View 94040 • (650) 326-6622 P • (650) 963-9421 F

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

3.07 Based upon Owner / PM review, complete 90% CDs / Permit Set. Prepare estimate of probable construction costs and technical specifications in CSI format. Prepare building permit application and compile all required reports and information. Submit electronically and review with Owner / PM. Coordinate building permit application with PM
Deliverable: Design Team to prepare and submit 90% CD plans, construction cost estimate and specifications.

3.08 Compile and distribute agency plan-check comments for Owner / PM and sub-consultant review.

3.09 Based on plan-check comments, complete 100% CDs / Bid-set drawings, Technical Specifications, and Bid-Form.
a. Owner / PM will distribute copies of bid-documents.
Deliverable: Design Team to prepare and submit 100% CD plans, construction cost estimate and specifications for bidding.

4.0 BIDDING AND CONSTRUCTION REVIEW (ASSUMES 23 WEEKS DURATION)

Owner / Construction Manager (CM) shall have the primary responsibility for the bidding and construction review phase of the project, including testing and inspection coordination, payment request processing and all related items.

4.01 Attend pre-bid meeting with Owner / CM and potential bidders to discuss bidding procedures.
~~a. Prepare meeting minutes for the Owner / CM~~

4.02 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.
a. Assist Owner / CM in evaluating bids received.

4.03 Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.

4.04 Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
~~a. Prepare meeting minutes for the Owner / CM~~

4.05 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.

4.06 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.

4.07 Review and comment on Contractors Pay Applications and Proposed Change Orders.

4.08 Attend [6] bi-weekly project (OAC) meetings and on-site construction reviews followed by written field reports and/or meeting minutes. Assumes [3]-months construction and [1]-month landscape maintenance. Reviews to include:
a. Substantial Completion Review – at start of landscape maintenance
b. Punch-list Check – during landscape maintenance
c. Final Review – at end of landscape maintenance

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

4.09 Prepare Record Drawings based on As-Built drawings provided by the Contractor.

4.10 Close-out project including administrative documentation.

10.0 ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

10.10 Additional meetings as authorized by the Owner / PM.

10.20 Geotechnical consultant to conduct soil borings and infiltration testing at park project site and provide laboratory results and recommendation report.
Deliverable: Submit geotechnical report and recommendations to Owner for future use.

10.30 Arborist consultant to prepare and submit arborist review and recommendations for park project site.
Deliverable: Submit arborist report and recommendation to Owner for future use.

10.40 Electrical consultant to review existing electrical infrastructure at project site and make provide findings in report.
Deliverable: Submit Electrical Existing Conditions report to Owner for future use.

10.50 Electrical consultant to prepare and submit construction documents, specifications, cost estimates. Electrical consultant to provide construction administration support.
Deliverable: 30%, 90%, 100% Construction Documents, Specifications and Cost Estimates. Review and response to RFIS, Submittals and provide onsite field reviews as needed for scope of work.

EXCLUSIONS

The following are excluded from our scope of services.

1. CEQA document preparation and approvals.
2. Architectural Review Board Submittal.
3. Architectural Drawings for ancillary support buildings and structures.
4. Utility Engineering including domestic water supply
5. Off-site improvements, except for utility connections.
6. Testing fees for construction testing procedures, i.e., compaction testing, percolation testing, construction staking verification
7. Division 1 (General Conditions and Special Provisions) Project Specifications.

-END-

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

SCHEDULE

TASK 3.0 CONSTRUCTION DOCUMENTS	DATES
3.01 – Project Start-up Meeting	January 03,2023
3.02 – Site Visit	January 03, 2023
3.03 – Community Engagement Meeting	January 21, 2023
3.04 – Prepare and submit site surveys and topo files	January 03, - January 27, 2023
3.05 – Coordinate with Design Team	January 16 – February 3, 2023
3.06 – Prepare and submit 30% CDS with cost estimate and specifications	January 16 - February 3, 2023
3.07 – Prepare and submit 90% CDs (Permit Set)	February 13 – April 7, 2023
3.08 – Compile agency plan check comments	April 10, 2023
3.09 – Prepare and submit 100% CDs (Bid Set)	April 10 – April 28, 2023
TASK 4.0 BIDDING & CONSTRUCTION ADMINISTRATION	DATES
4.01 – Attend pre-bid meeting	May 15, 2023
4.02 – Provide assistance during bid process	May 15 – June 16, 2023
4.03 – Prepare and submit conform drawing set	June 19 – June 30, 2023
4.04 – Attend pre-construction meeting	July 17, 2023
4.05 – Review and respond to RFIs	July 17 – October 27, 2023
4.06 – Review and respond to Submittals	July 1, – October 27, 2023
4.07 – Review and comment on Contractor Change Orders	July 17 – October 27, 2023
4.08 – Attend construction meetings, perform field reviews	July 17 – October 27, 2023
4.09 – Prepare record drawings	October 30 – November 17, 2023
4.10 – Close out project	November 20, 2023

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

COMPENSATION

3.0	CONSTRUCTION DOCUMENTS	$26,725
	BFS (PRIME)	$6,560
	SANDIS (CIVIL & SURVEY)	$18,005
	D.C. URFER (STRUCTURAL)	$2,160
4.0	BIDDING & CONSTRUCTION REVIEW	$16,005
	BFS (PRIME)	$10,300
	SANDIS (CIVIL & SURVEY)	$4,265
	D.C. URFER (STRUCTURAL)	$1,440
5.0	PROJECT MANAGEMENT (G7ei)	$7,444
	See attached G7ei Inc Scope and Fee	
6.0	BUDGET MANAGEMENT (G7ei)	$4,112
	See attached G7ei Inc Scope and Fee	
7.0	CONSTRUCTION MANAGEMENT (G7ei)	$20,852
	See attached G7ei Inc Scope and Fee	
8.0	LABOR COMPLIANCE: PRECON (360 PSM)	$1,250
	See attached 360 PSM Scope and Fee	
9.0	LABOR COMPLIANCE: CON (360 PSM)	$8,750
	See attached 360 PSM Scope and Fee	
10.0	ADDITIONAL SERVICES	
	10.1 Additional Meetings	$400 per meeting
	10.2 Geotechnical Investigation	$8,750
	10.3 Arborist Survey	$2,500
	10.4 Electrical Existing Conditions	$4,836
	10.5 Electrical CDS & CA	$10,980
	REIMBURSABLE EXPENSES BUDGET	$2,000
	TOTAL (NIC ADDITIONAL SERVICES)	**$87,138**

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation. All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Attachments: Standard Schedule of Compensation, dated 5/2022.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Standard Schedule of Compensation

May 2022

LANDSCAPE ARCHITECTS

GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	$220/hour
Associate Principal	$205/hour
Associate	$190/hour
Project Manager	$170/hour
Assistant Project Manager	$160/hour
Designer	$140/hour
Assistant Designer	$120/hour
Design/Graphics Intern	$45/hour
Word Processor/Clerical	$85/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

El Gabilan Play Lot - Salinas Parks Renovation and Improvement Projects	BFS Landscape Architects		BFS Landscape Architects		BFS Landscape Architects		G7EI INC CM/Pm		360 PSM Labor Compliance		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		DC URFER Structural		
	Larry Foster Principal in Charge		Elizabeth Matz Associate Principal		Jing Lui Assistant PM		Paul Greenway President/Sr PM		Catalina Ferreto President		Chad Browning Senior PM		Steve Yazalina Project Manager		Thuy Nguyen Project Engineer 1		Seth Talkington Design Engineer 2		Technical Drafting Pool Drafting		Field Crew (2 Man)		Survey Sup. PLS		Survey PM Level 1		Project Surveyor Level 2		Survey Tech Level 2		Karen Wiinikka Principal		
	$220 per hour		$205 per hour		$160 per hour		$248 per hour		$125.00 per hour		$285 per hour		$195 per hour		$150 per hour		$125 per hour		$115 per hour		$325 per hour		$285 per hour		$195 per hour		$145 per hour		$125 per hour		$180 per hour		
Task	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Dollars	
CONSTRUCTION DOCUMENTS																																
JANUARY 2023 - APRIL 2023																																
3.01 - Project Start up Meeting		$0.00	2	$410.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$410.00	
3.02 - Site Visit		$0.00	2	$410.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$410.00	
3.03 - Community Outreach																															$0.00	
3.04 - Prepare and submit site surveys & topo files		$0.00		$0.00	2	$320.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	8	$2,600.00	2	$570.00	3	$585.00	8	$1,160.00	8	$1,000.00		$0.00	$6,235.00	
3.05- Coordinate with Design Team	1	$220.00		$0.00	4	$640.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$860.00	
3.06 - Prepare and submit 30% CDS		$0.00		$0.00	7	$1,120.00		$0.00		$0.00		$0.00	4	$780.00	8	$1,200.00	8	$1,000.00	16	$1,840.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$720.00	$6,660.00	
3.07 - Prepare and submit 90% CDS	2	$440.00		$0.00	8	$1,280.00		$0.00		$0.00	1	$285.00	4	$780.00	8	$1,200.00	8	$1,000.00	8	$920.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$720.00	$6,625.00	
~~3.08 - Compile plan check comments~~		$0.00		$0.00	0	$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	
3.09 - Prepare and submit 100% CDS	2	$440.00		$0.00	8	$1,280.00		$0.00		$0.00	1	$285.00	4	$780.00	4	$600.00	4	$500.00	8	$920.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$720.00	$5,525.00	$26,725.00
BIDDING AND CONSTRUCTION ADMINISTRATION																																
MAY 2023 - OCTOBER 2023																																
4.01 - Attend pre-bid meeting		$0.00		$0.00	2	$320.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$320.00	
4.02 - Provide assistance for bid		$0.00		$0.00	6	$960.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$960.00	
4.03 - Prepare conform set		$0.00		$0.00	4	$640.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$640.00	
4.04 - Attend pre-construction meeting		$0.00		$0.00	2	$320.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$320.00	
4.05 - Review and respond to RFIs		$0.00		$0.00	6	$960.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$720.00	$1,680.00	
4.06 - Review and respond to Submittals		$0.00		$0.00	6	$960.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$720.00	$1,680.00	
4.07 - Review and comment on COs	2	$440.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$440.00	
4.08 - Attend construction meetings & perform field reviews	4	$880.00		$0.00	4	$640.00		$0.00		$0.00	1	$285.00	4	$780.00	8	$1,200.00	16	$2,000.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$5,785.00	
4.09 - Prepare record drawings	2	$440.00		$0.00	8	$1,280.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$1,720.00	
4.10 Close out project		$0.00	4	$820.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$820.00	
4.11 Prime Consultant Project Administration		$0.00	8	$1,640.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$1,640.00	$16,005.00
PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT & LABOR COMPLIANCE																																
5.0-Project Management		$0.00		$0.00		$0.00		$7,444.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$7,444.00	
6.0-Budget Management		$0.00		$0.00		$0.00		$4,112.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$4,112.00	
7.0-Construction Management		$0.00		$0.00		$0.00		$20,852.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$20,852.00	
8.0-Labor Compliance - Pre Construction		$0.00		$0.00		$0.00		$0.00	10	$1,250.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$1,250.00	
9.0-Labor Compliance - Construction		$0.00		$0.00		$0.00		$0.00	70	$8,750.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$8,750.00	$42,408.00
TOTAL (FEE)	**13**	**$2,860.00**	**16**	**$3,280.00**	**67**	**$10,720.00**	**0**	**$32,408.00**	**80**	**$10,000.00**	**3**	**$855.00**	**16**	**$3,120.00**	**28**	**$4,200.00**	**36**	**$4,500.00**	**32**	**$3,680.00**	**8**	**$2,600.00**	**2**	**$570.00**	**3**	**$585.00**	**8**	**$1,160.00**	**8**	**$1,000.00**	**20**	**$3,600.00**	$85,138.00	$85,138.00
Reimbursable Allowance		$0.00		$2,000.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$2,000.00	$2,000.00
TOTAL		**$2,860.00**		**$5,280.00**		**$10,720.00**		**$32,408.00**		**$10,000.00**		**$855.00**		**$3,120.00**		**$4,200.00**		**$4,500.00**		**$3,680.00**		**$2,600.00**		**$570.00**		**$585.00**		**$1,160.00**		**$1,000.00**		**$3,600.00**	$87,138.00	$87,138.00

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Estimate of Probable Construction Costs/Site work

Project El Gabilan PlayLot

Estimate Status: **SCOPING**

Proj. #: P22-064

Date: November 1, 2022

item description	quantity	unit cost	item total	subtotal
TEMPORARY FACILITIES & CONTROLS				
Staking (Small Projects)	18,000 SF	$1.50	$27,000	
Temporary Construction Fence, 6' High Chainlink	300 LF	$15.00	$4,500	
Tree protection and care	1 EA	$1,000.00	$1,000	
Construction Signs	1 LS	$2,500.00	$2,500	**$35,000**
DEMOLITION				
Clear and Grub	4,000 SF	$1.50	$6,000	
Saw Cut Paving	400 LF	$5.00	$2,000	
Demolish AC Paving and Base	14,000 SF	$1.50	$21,000	
Demolish BB Post and Hoop	1 LS	$1,500.00	$1,500	
Salvage Irrigation Heads	30 EA	$25.00	$750	**$31,250**
EROSION CONTROL				
Erosion Control - General	18,000 SF	$0.25	$4,500	**$4,500**
EARTHWORK & GRADING				
Fine Grading	14,000 SF	$1.50	$21,000	**$21,000**
CONSTRUCTION - AC PAVING				
AC Paving 3" over 6" Class-II aggregate base	14,000 SF	$6.50	$91,000	
Painted Striping for BB Court and Play Activities	1 LS	$7,500.00	$7,500	**$98,500**
PLANTING & IRRIGATION				
Irrigation and Planting adjustments	4,000 SF	$6.00	$24,000	**$24,000**
Equipment - Sports				
Basketball Goal Set	1 EA	$10,000.00	$10,000	**$10,000**
Subtotal				**$224,250**
			25% Design Contingency	$56,062.50
			8% Bonds & Mobilization	$22,425.00
			10% Construction Contingency	$28,031.25
			Testing and Inspections	$35,000.00
			8% Escalation	$22,425.00
Total				**$388,194**

The above items, amounts, quantities, and related information are based on BFS Landscape Architects' judgment at this level of document preparation and is offered only as reference data. BFS has no control over construction quantities, costs, and related factors affecting costs, and advises the client that significant variations may occur between this estimate of probable construction costs and actual construction prices.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Project Management, Budget Management for El Gabilan Park

Project Understanding
The G7 team understands the City is seeking assistance with Project Management for implementation of the El Gabilan Park Project. We have reviewed the City's Scope of Services in the Request for Qualifications and understand these services. Our goal is to serve as an extension of City staff in the delivery of services.

Project Manager
The primary responsibility of our Project Manager will be to act as a representative of the Owner during the project. The Project Manager will focus on the delivery of the project on-budget and on-schedule with the highest possible quality of the final project.

Project Description and Project Goals
One of the key steps is to have a well-defined project description. This step is key that allows the stakeholders to pursue the same goal. It keeps the team and stakeholders focused on the desired outcome. We will work with the City to make sure project descriptions are well-defined, and the project goals are clear as early as possible in the process.

Review of Existing Information
G7 will review existing plans, planning documents, regulatory rules and other materials relating to the project(s). This data collection phase of the project is necessary to understand the context of the existing improvements and to understand the deficiencies in the current conditions as well as proposed improvements.

Project Development and Design Phase
The **G7** Team will develop an Action Plan to assist keeping the team on track for the project. We will define roles and responsibilities, establish regular meetings, develop agendas with goals, identify deliverables, preparing staff reports as needed.
During this phase of the project, the Project Manager will develop the overall schedule with target milestones as well as a project budget. Other tasks include coordinate or attend meetings with City representatives, stakeholders, the design consultant or regulatory agencies. The Project Manager will prepare correspondence with the design consultant. Review documents submitted by the design consultant and provide

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

reviews of the design consultants work on constructability and compliance with the design contract requirements.

Pre-Construction Phase Services:
Services may also include the construction bidding phase of assisting with the coordination of design consultants bid packages into City format, conducting pre-bid conferences, and responding to bidders' questions during the advertisement phase of the project. The work may also include evaluation of bids, preparation of bid summary and recommendations for processing award of the contract. The services may include constructability reviews and preparation of staff reports for the City.

Project Management
Services will include coordination with City staff, prime consultant, for the preparation of design plans and construction bid documents. Action items on project deliverables and tracking of schedule of grant deadlines.
Deliverable: Actions items prepared for project management tracking to keep project on budget and on schedule.

Budget Management
Services will include develop a budget spreadsheet that tracks design phase services, construction phase services, construction costs, city costs, and city reimbursements.
Deliverable: Budget Spreadsheet and tracking invoices

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Construction Management and Construction Inspection for El Gabilan Park

Construction Phase Services

The Construction Management effort will include the following duties. Construction manager duties which are described below.

- Tracking, Updating and coordination of schedule and budget
- Construction Progress Reports will be prepared monthly and submitted to the City with reports including status of contract time and overall progress of the contractor.
- Coordination with inspection staff
- Coordination with the Architect on RFI
- Determine the validity and justification for all change orders and provide recommendations to the City.
- Negotiate costs with the contractor
- Prepare CCO and process through the City
- Track all CCOs against project contingency balance.
- Construction Progress Reports will be prepared monthly and submitted to the City with reports including status of contract time and overall progress of the contractor.
- Conduct construction progress meetings and keep meeting agendas and prepare minutes with action items promptly.
- Interpret the plans and specifications and review construction activities to verify that the work is in accordance with the contract documents and applicable regulatory requirements.
- Be the leader in pursuing resolutions of day-to-day construction issues raised. This will include coordination with inspectors, Consultants, Contractors, and the City as required to reach resolution.
- Obtain and maintaining key specification referenced standards that relate to the project.
- Monitor project permit conditions and related expiration dates and inform the City and Contractor when non-compliance is observed.
- Review and process contractor's monthly payment request with the project inspector(s). He will provide a preliminary payment request to the City's Project Manager for review prior to submittal of the final monthly payment request.
- Coordinate and verify the tracking of record drawings. This will include reviewing the contractor's record drawings ongoing basis and verifying the final submission to City.
- Coordinate the preparation of a detailed project punch list at substantial completion of the project and coordinate with project stakeholders.

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

- Verification of submitted final payment requests from the Contractor following filing of Notice of Completion.
- Review and certify that the Contractor's project record drawings are complete and accurate prior to contract acceptance.
- Develop recommendations for notice of substantial completion and contract acceptance, compile and submit the appropriate final documentation to the City in electronic and paper files as needed.
- Be proactive in identifying potential concerns and work toward cost-effective solutions.

Construction Inspection efforts will include:

- Part Time Construction Inspector will review the construction for compliance to the plans and specifications; collect and verify material certification and tickets.
- Perform Photo Documentation. The Construction Inspector will assist with photos of construction site conditions.
- Prepare written daily field reports for submittal to the Project Manager/Construction Manager. Reports will include types of contract work performed, the labor and equipment utilized, quantities of materials constructed, significant conversations with the Contractor constructing the work, and a discussion of any work not conforming to the plans and specifications.
- This proposal does not include Materials Testing, Construction Staking or Field Survey, however, the construction inspector will coordinate with materials testing firm hired separately by the City and City surveyors.
- Construction Inspector will prepare a Punch List after substantial completion of the work.

Construction Management and Construction Inspection

Services will include Construction Management and Construction Inspection of project to confirm construction is in accordance with plans and specifications and construction project is delivered in accordance with the construction budget and working day schedule.

Deliverable: Construction Field reports, Construction Management Action Items

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

1-Nov-22						
City of Salinas **El Gabilan** **Project Management, Budget Management, Construction Management**		Senior Project Manager	Project Manager III	Construction Inspector III	**Total Resource Hours**	**Total Resource Costs**
	2023 Rates*	$248	$195	$150		
1 –Project Management						
Senior Project Manager		8	28		8.0	$7,444
2 –Budget Management						
Senior Project Manager		4	16		4.0	$4,112
3 –Construction Management						
Senior Project Manager		4	28		4.0	$6,452
Senior Construction Inspector				96	96.0	$14,400
TOTAL	**Hours**	16.0	72.0	96.0	**112.0**	**$ 32,408**

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

EL Gabilan Play-Lot

Proposal for Labor Compliance Monitoring For City Park Revitalization And Improvement Projects City of Salinas

Elizabeth Matz | Associate Principal
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201, Monterey CA 93940
831.646.1383 p | 831.582.7723 c| beth@bfsla.com

Catalina Ferreto
President
360PSM
Labor Compliance Monitoring Officer- Analyst
18110 Stonehaven Dr,
Salinas CA, 93908



DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

09-08-2022

Elizabeth Matz | Associate Principal
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201, Monterey CA 93940
831.646.1383 p | 831.582.7723 c

Subject: Proposal for Labor Compliance Monitoring Services City Park Revitalization and Improvement Projects for City of Salinas for EL Gabilan Play-Lot

Dear Elizabeth:

360PSM is a Certified Woman Minority Business Enterprise (WMBE) founded in 2018. State of California Certified Disadvantaged Business Enterprise (DBE #45909), California Small Business for Purpose of Public Works (SB-PW) certification (ID 2019749), registered with the State of California Department of Industrial Relations, Registration Number: PW-LR-1000653803.

Supporting the **BFS LANDSCAPE ARCHITECTS** team will be Catalina Ferreto, President of 360PSM. **360PSM** recently provided non-engineering support services on a Federally Funded infrastructure project and on a State of California funded infrastructure project**. 360PSM** is committed to working with the **BFS LANDSCAPE ARCHITECTS** team on the City Park Revitalization and Improvement Projects for City of Salinas
360PSM will provide the following services for the Pre-construction phase and Construction phase of the project.

- **Labor Compliance**

We look forward to working with you and the other team members on this important project for Construction Management and Inspection Services for City Park Revitalization and Improvement Projects for City of Salinas. The main point of contact for this project is Catalina Ferreto and she can be reached by phone at 831-500-1263 by mail at 18110 Stonehaven Dr, Salinas CA, 93908 or via email at Catalina@360PSM.com



Catalina Ferreto
360PSM
President
831-500-1263
Catalina@360PSM.com

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Project Understanding

BFS Landscape Architects team interested in **Professional Labor Compliance Monitoring Services for City of Salinas.** Project Title: **City Park Revitalization and Improvement Projects for EL Gabilan Play-Lot** The City of Salinas has a population of 165,000 people, is the largest city in the County of Monterey and serves as the county seat. Known as the "salad bowl of the world", the community is surrounded by agricultural lands which drive its economy and shape its heritage. The city lies about 100 miles south of San Francisco and approximately 10 miles inland of the Monterey Peninsula. Salinas has grown tremendously over the past sixty years, with a population of less than 30,000 in 1960. Diversity is one of Salinas' strengths, with 75 percent of residents identifying as Hispanic/Latino.
The City of Salinas requires to provide the City with a final Project Concept, Project Schedule, Final Design, Construction Plans and Specifications, cost estimate, project management, design, bidding and implementation for each of the Projects.

EL Gabilan Play-Lot

The El Gabilan Play Lot is a small park located at 263 Toro Avenue and is 0.46 acre in size. The proposed project would resurface existing asphalt and incorporate a new half basketball court and/or other playground games (i.e., hopscotch, four-square, etc.) at El Gabilan Play Lot. The consultant is responsible for designing and providing complete, biddable, and constructible design documents with all supporting information and approvals.



Contractual Scope of Services

BFS Landscape Architects requested Labor compliance monitoring and Community outreach for the Project. 360PSM proposes to perform the following services:

Labor Compliance Monitoring Pre- construction support services / Construction services

- Review the Prime Contractor and the Subcontractor payroll documents, including wage rates, fringe benefits, and forms and documents required by the State of California.

- Deliverable: Monthly tracking document for compliance resolution

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Labor Compliance Monitoring/ Construction Phase

1. Review contract provisions and labor compliance requirements with the project team.

2. Determine the specific labor standards and dates of effect for wages for the construction project

3. Set up and maintain all compliance files and documents relating to prevailing wage activities;

4. Set up and maintain labor compliance files tracking the prime contractor and subcontractors.

5. Attend pre-construction meetings to discuss prevailing wage requirements with contractor and subcontractors.

6. Review Contractor's compliance with all State required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.
7. Verify that certified payroll records are submitted by prime contractors and their subcontractors

8. Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.

9. Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.

10. Review and verify Fringe Benefit Statements are consistent with the contract provisions and State of California requirements.

11. Monitor the submittal of Training Fund Contribution Reports.

12. Monitor workforce utilization reports to verify trade and apprenticeship participation.

13. Identify violations and investigate complaints of underpayment to workers.

14. Notify City-hired CM regarding delinquent, uncertified, inaccurate and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.

2. Calculate and recommend to City-hired CM the amount of wages that will be withheld from the contractor's payments/retention.

3. Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare and submit documentation to City-hired CM.

4. Document and file final resolutions

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Compensation

We have reviewed the contract documents and have developed an estimated the following fee for labor compliance and monitoring prevailing wages. This estimate is based on an average construction project, however, there are factors beyond our control such as the performance of the contractor to complete the work on time and the number of underpayment violations. If project services are needed beyond the duration, the fee would be extended at the following hourly rate.
The estimated base bid cost of this construction work is $250,000

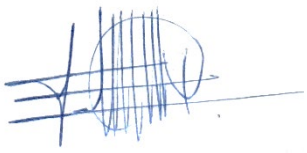
Labor Compliance – Pre-Construction Phase			
Description	**Hours**	**Rate**	**Total**
Labor Compliance Monitoring Officer- Analyst	8	$125/Hour	$750.00
Field Interviews	2	$125/Hour	$250.00
Total			**$1000**

Labor Compliance - Construction Phase			
Description	**Hours**	**Rate**	**Total**
Labor Compliance Monitoring Officer- Analyst	50	$125/hour	$6,250.00
Field Interviews	20	$125/hour	$2,500.00
Total:			**$8,750.00**

Conclusion

We look forward working with you on this important project. Please contact Catalina Ferreto at (831)500-1263 or email catalina@360psm.com

Sincerely,



Catalina Ferreto |360PSM
President
(831)500-1263
www.360psm.com

DocuSign Envelope ID: 20F24EB6-A852-468B-BBAB-909A3E5E142A

Fee Schedule

Labor Compliance				
		Hourly Rate $		
		2022	2023	2024
Labor Compliance		125	128.75	132.61
Field Interviews		125	128.75	132.61
President		150	154.5	159.14
Public outreach- Community outreach				
Public outreach- Community outreach		125	128.75	132.61

Blueprint fees, copy fees, subconsultants or other direct costs not listed above are reimbursed at cost plus 10%
Hourly Rates are effective as of Jan 1, 2022. Each subsequent year in January rate adjusted for inflation of 3%.



Catalina Ferreto
President 360PSM
831-500-1263
catalina@360psm.com

DocuSign Envelope ID: 6C24AC3F-A29A-4077-854C-9F63E1817017

AGREEMENT —AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SALINAS AND BFS LANDSCAPE ARCHITECTS (BFS)

This Amendment No. 1 to the Agreement for Professional Services (the "Amendment") is entered into this 9th day of April 2024, by and between the City of Salinas (the "City") and BFS Landscape Architects, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, pursuant to Resolution 22550 (N.C.S), the City and Contractor first entered into an agreement for design, program and construction management for Closter Park, El Gabilan Tot Lot, and two universal playgrounds (one at Northgate Park and one at Williams Ranch Park) effective January 2, 2023, in an amount not to exceed $1,755,389 to which Contractor agreed to provide services to the City for this compensation (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect additional work that will be completed and by increasing the agreement compensation by $73,200 for El Gabilan Tot-Lot.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. The total amount of compensation to be paid under the Agreement hereby increased by $73,200. The total amount of compensation to be paid under this Amended Agreement shall not exceed $1,828,589.

2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

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

APPROVED AS TO FORM:

DocuSigned by:
Christopher A. Callihan
DF000E62871844E...
□ Christopher A. Callihan, City Attorney
□ Rhonda Combs, Assistant City Attorney

BFS LANDSCAPE ARCHITECTS

DocuSigned by:
Larry Foster
AFBDCF4DAA7B498...
Printed name: Larry Foster
Title: President

Docusign Envelope ID: 468C0627-6499-4857-B1F7-7C92F0E9DE86

AMENDMENT NO. 2 TO
THE AGREEMENT FOR PREFESSIONAL SERVICES BETWEEN THE CITY AND BFS LANDSCAPE ARCHITECTS

This Amendment No. 2 to the Agreement for Professional Services (the "Amendment") is entered into this 25th day of February, 2025, by and between the City of Salinas (the "City") and BFS Landscape Architects, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into a the Agreement for Professional Services effective January 2, 2023, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect the term of the Agreement, additional services and compensation.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. Section 2 of the Agreement is hereby amended to read as follows:

Term; Completion Schedule. This Agreement shall commence on January 2, 2023, and shall terminate on June 30, 2027, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.

2. Section 3 of the Agreement is hereby amended to read as follows:

Compensation. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of in Exhibit B. The total amount of compensation to be paid under this Agreement shall not exceed one million eight hundred twenty-eight thousand five hundred eighty-nine ($1,828,589) dollars.

3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

DocuSigned by:
Rene Mendez
49009F9344B6488...
René Mendez, City Manager

Docusign Envelope ID: 468C0627-6499-4857-B1F7-7C92F0E9DE86

APPROVED AS TO FORM:

Signed by:
Christopher A. Callihan
DF600E62871844E...

□ Christopher A. Callihan, City Attorney
□ Rhonda Combs, Assistant City Attorney

BFS LANDSCAPE ARCHITECTS

DocuSigned by:
Larry Foster
A75DCF4DAA7D498...

Printed name: Larry Foster
Title: President

File #: ID#26-186, **Version:** 1

Reallocation and appropriation of Home-ARP, National Opioid Settlement, and General Funds for Salinas Outreach and Response Team, Fairview Homekey Project, and Chinatown Navigation Operations

Approve a Resolution authorizing the reallocation and appropriation of $1,190,337 of HOME-American Rescue Plan (HOME-ARP) from the Housing Authority of the County of Monterey for the Fairview HomeKey Project, to support Salinas Outreach and Response Team (SORT) supportive services; and the reallocation of $1,190,337 of National Opioid Settlement Funds to the Housing Authority of the County of Monterey for the Fairview Homekey Project operations; and to increase an appropriation of $279,306 in revenue and $1,098,303 in expenses of National Opioid Settlement Funds to the Housing Authority of the County of Monterey; and the reallocation and appropriation of $200,000 of General Fund dollars from Downtown Streets Team in Division 3181 to extend operations of the Chinatown Navigation Center (CNC) operations; and the City Manager to execute Amendment No. 3 with Community Homeless Solutions to operate the CNC through May 30, 2026, and increase the total compensation by an additional $200,000 for an amount not to exceed $3,288,278.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 5, 2026**

DEPARTMENT: **COMMUNITY DEVELOPMENT**

FROM: **LISA BRINTON, DIRECTOR**

THROUGH: **ORLANDO REYES, ASSISTANT DIRECTOR**

BY: **KAYSHLA LOPEZ, HOMELESS SERVICES MANAGER**

TITLE: **REALLOCATION AND APPROPRIATION OF HOME-ARP, NATIONAL OPIOID SETTLEMENT, AND GENERAL FUNDS FOR SALINAS OUTREACH AND RESPONSE TEAM, FAIRVIEW HOMEKEY PROJECT, AND CHINATOWN NAVIGATION CENTER OPERATIONS**

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing:

1. The reallocation and appropriation of $1,190,337 of HOME-American Rescue Plan (HOME-ARP) from the Housing Authority of the County of Monterey for the Fairview HomeKey Project, to support Salinas Outreach and Response Team (SORT) supportive services; and
2. The reallocation of $1,190,337 of National Opioid Settlement Funds to the Housing Authority of the County of Monterey for the Fairview Homekey Project operations; and
3. To increase an appropriation of $279,306 in revenue and $1,098,303 in expenses of National Opioid Settlement Funds to the Housing Authority of the County of Monterey; and
4. The reallocation and appropriation of $200,000 from Downtown Streets Team in Division 3181 to extend operations of the Chinatown Navigation Center (CNC) operations; and
5. The City Manager to execute Amendment No. 3 with Community Homeless Solutions to operate the CNC through May 30, 2026, and increase the total compensation by an additional $200,000 for an amount not to exceed $3,288,278.

EXECUTIVE SUMMARY:

In February 2026, City Council allocated HOME-ARP funds through Resolution No. 2026-023, to support services in the form of rental assistance at the Fairview Homekey Project. Since then, the Housing Authority of Monterey County (HACM) has identified an allocation of 20-year Project Based Vouchers (PBV) for the Fairview Project as of April 2026. Due to federal funding restrictions, the PBV rental assistance cannot be commingled with other federal funding (HOME-

ARP) for tenant rental assistance. Approval of the proposed reallocations and appropriations matches grant and General Fund dollars to support Fairview Homekey Project (Fairview), Salinas Outreach and Response Team (SORT) and Chinatown Navigation Center operations addresses this concern.

BACKGROUND:

On March 21, 2023, the City Council approved Resolution No. 22620, adopting the HOME-ARP Allocation Plan, prioritizing permanent supportive housing and supportive services for individuals experiencing homelessness. Subsequently, on February 24, 2026, City Council allocated HOME-ARP funds through Resolution No. 2026-023, to support services in the form of rental assistance at the Fairview Homekey Project (Fairview), a permanent supportive housing site. Fairview consists of 46 studio units currently owned by the Housing Authority of the County of Monterey and serves individuals experiencing homelessness, including those with behavioral health and other complex needs.

The Housing Authority of Monterey County and the City of Salinas meet regularly in preparation for the lease-up of Fairview and launch of supportive services. During a recent meeting, HACM notified the City of its intent to apply PBVs to the Fairview Project. As of April 2026, HACM has submitted a 20-year Project Based Voucher Housing Assistance Payments Contract to support the Fairview Project.

After speaking with HUD representatives, City staff confirmed that HOME-ARP funds cannot be used for ongoing operating costs at Fairview under the approved activity structure. Due to federal funding limitations, PBVs and HOME-ARP cannot be layered for the same eligible cost of rental assistance. To avoid delays and maintain compliance, City staff developed a funding reallocation strategy. Staff propose to reallocate funding with eligible uses as shown in Table 1 below:

Table 1
Proposed Funding

Project	**Current Funding Source**	**Proposed Alternate Funding Source**
Fairview Homekey operations	HOME-ARP	Opioid Settlement Funds
Salinas Outreach and Response Team (SORT) operations	National Opioid Settlement Funds	HOME-ARP
Chinatown Navigation Center Operations	N/A	DST (3181) General Fund

The available National Opioid Settlement Funds provide the necessary flexibility to support ongoing operations at the Fairview Homekey Project, including housing stabilization and services for residents with behavioral health and substance use needs. Given that the Fairview population includes individuals experiencing homelessness with high rates of mental health and substance use disorders, the use of National Opioid Settlement Funds is both appropriate and aligned with the intent of the funding to address the impacts of the opioid crisis.

The proposed funding reallocation and appropriation also supports the City's HOME-ARP Allocation Plan by prioritizing investment in eligible supportive services through SORT while ensuring that permanent supportive housing operations at Fairview remain adequately resourced. No substantial amendment is required.

The City previously anticipated the closure of the Chinatown Navigation Center in alignment with of the Fairview Homekey Project, as clients being served at the CNC are intended to be housed at the Fairview property. However, delays in the lease of Fairview has created the need to extend operations to prevent gaps in sheltering current tenants.

City staff recommend extending CNC operations through May 30, 2026, utilizing up to $200,000 in available unused funds that were originally appropriated to the Downtown Streets Team (DST) program after DST ceased operations in late 2025. This extension will maintain critical shelter capacity during the transition period, prevent returns to unsheltered homelessness, and support continued housing placements into Fairview and other available resources.

During this period, CNC operations will be adjusted to focus on core shelter services, ensuring safety and basic needs are met, while continuing housing navigation and referral coordination. Services will be aligned with a transition-focused approach to support clients in securing stable housing outcomes as units at Fairview become available.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

This action supports the City Council Strategic Plan Housing strategy of promoting housing stability and supportive services to individuals experiencing homelessness. Approving this initiative will strengthen system coordination through the Salinas Outreach and Response Team (SORT) and will ensure continuity of shelter and housing resources during the transition period associated with the Fairview Homekey Project.

DEPARTMENTAL COORDINATION:

This agenda item was prepared by the Community Development Department in Coordination with the City Attorney, Finance Department and the Housing Authority of the County of Monterey (HACM).

FISCAL AND SUSTAINABILITY IMPACT:

The recommended action authorizes the reallocation of $1,190,337 in HOME-ARP funds from the Fairview Homekey Project to support eligible supportive services provided through the Salinas Outreach and Response Team (SORT), and the corresponding reallocation of approximately $1,098,303 in National Opioid Settlement Funds collected to-date and fund balance available for FY 2025-2026 to support the Fairview Homekey Project operations. The remaining $92,034 in National Opioid Settlement funds will be appropriated through the FY 2026-2027 budget. Additionally, this action authorizes the use of up to $200,000 in existing unused program funds, originally appropriated for DST, to extend operations of the Chinatown Navigation Center (CNC) through May 30, 2026. There is no additional fiscal impact on the General Fund.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
2931	30.3240-69.1240	Financial Assistance CASP	$2,485,337	($1,190,337)
2931	30.3242-Salaries & Benefits	Salaries and Benefits	$0	$1,190,337
2514	00.0000-54.8010	Use of money and property Investment Earnings	$0	$43,389
2514	00.0000-55.4550	Intergovernmental Opioids Settlement Fund OSF	$0	$235,917
2514	30.3240-69.1680	Financial Assistance Housing Authority	$0	$1,098,303
1000	30.3181-63.6010	Outside Services Other Outside Services	$513,323	($200,000)
1000	30.3181-69.1262	Financial Assistance Community Homeless Solutions	$0	$200,000

ATTACHMENT:
Resolution Authorizing Funding Reallocation and CNC Appropriation

RESOLUTION NO. _____ (N.C.S.)

REALLOCATION AND APPROPRIATION OF HOME-ARP, NATIONAL OPIOID SETTLEMENT, AND GENERAL FUNDS FOR SALINAS OUTREACH AND RESPONSE TEAM, FAIRVIEW HOMEKEY PROJECT, AND CHINATOWN NAVIGATION CENTER OPERATIONS

WHEREAS, on March 21, 2023, the City Council adopted Resolution No. 22620 approving the HOME-American Rescue Plan (HOME-ARP) Allocation Plan to support individuals experiencing homelessness; and

WHEREAS, on February 24, 2026, the City Council approved Resolution No. 2026-023 allocating HOME-ARP funds to support services in the form of rental assistance for the Fairview Homekey Project; and

WHEREAS, the Fairview Homekey Project provides permanent supportive housing for individuals experiencing homelessness, including those with behavioral health and substance use needs and is currently owned by the Housing Authority of the County of Monterey; and

WHEREAS, the Housing Authority of the County of Monterey notified the City of its intent to apply for Project Based Vouchers to sustain the program; and

WHEREAS, HOME-ARP funds, as currently structured, are not eligible for ongoing operating costs for the Fairview Homekey Project as Project Based Vouchers cannot be layered with HOME-ARP funds for the same eligible cost; and

WHEREAS, the National Opioid Settlement Funds provide the necessary flexibility to support ongoing operations at the Fairview Homekey Project including housing stabilization and services for residents with behavioral health and substance use needs; and

WHEREAS, given that the Fairview population includes individuals experiencing homelessness with high rates of mental health and substance use disorders, the use of National Opioid Settlement Funds is both appropriate and aligned with its intent to address the impacts of the opioid crisis; and

WHEREAS, the City previously anticipated the closure of the Chinatown Navigation Center in alignment with the Fairview Homekey Project, as clients being served are intended to be housed at the Fairview property, however, delays in lease-up have created the need to extend operations to prevent gaps in sheltering current tenants; and

WHEREAS, the City desires to allocate the HOME-ARP funds to eligible supportive services provided through the Salinas Outreach and Response Team (SORT), while reallocating National Opioid Settlement Funds to support Fairview Homekey Project operations, and increase the agreement with Community Homeless Solutions to extend operations of the Chinatown Navigation Center through May 30, 2026, using General Funds originally appropriated for Downtown Streets Team services; and

WHEREAS, the City Council finds that the proposed action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby authorizes the reallocation of and appropriation of $1,190,337 of HOME-American Rescue Plan (HOME-ARP) from the Housing Authority of the County of Monterey for the Fairview Homekey Project, to support Salinas Outreach and Response Team (SORT) supportive services.

BE IT FURHTER RESOLVED that the Salinas City Council hereby authorizes the reallocation of $1,190,337 of National Opioid Settlement Funds to the Housing Authority of the County of Monterey for the Fairview Homekey Project operations.

BE IT FURHTER RESOLVED that the Salinas City Council hereby authorizes to increase an appropriation of $279,306 in revenue and $1,098,303 in expenses of National Opioid Settlement Funds to the Housing Authority of the County of Monterey.

BE IT FURHTER RESOLVED that the Salinas City Council hereby authorizes the reallocation and appropriation of $200,000 of General Fund dollars from Downtown Streets Team in Division 3181 to extend operations of the Chinatown Navigation Center (CNC) operations; and

BE IT FURHTER RESOLVED that the Salinas City Council hereby authorizes the City Manager to execute Amendment No. 3 with Community Homeless Solutions to operate the CNC through May 30, 2026, and increase the total compensation by an additional $200,000 for an amount not to exceed $3,288,278.

PASSED AND APPROVED this 5th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dennis Donohue, Mayor

ATTEST:

_____
Patricia M. Soratos, City Clerk

File #: ID#26-197, **Version:** 1

Conduit Financing for the Santa Lucia Townhomes Project

Approve a Resolution approving the issuance of bonds by the California Statewide Communities Development Authority (CSCDA) for the benefit of Foothill Santa Lucia, LLC (the "Borrower"), a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), to provide for the financing of the Project (the acquisition and improvement of property), such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 12, 2026**

DEPARTMENT: **FINANCE DEPARTMENT**

FROM: **SELINA ANDREWS, FINANCE DIRECTOR**

TITLE: **CONDUIT FINANCING FOR SANTA LUCIA TOWNHOMES PROJECT**

RECOMMENDED MOTION:

A motion to approve a resolution approving the issuance of bonds by the California Statewide Communities Development Authority (CSCDA) for the benefit of Foothill Santa Lucia, LLC (the "Borrower"), a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), to provide for the financing of the Project (the acquisition and improvement of the property). Such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and California Government Code Section 6500 (and following).

EXECUTIVE SUMMARY:

Federal tax law requires a financing authority who is funding a project in a local jurisdiction that has its own tax-exempt authority, that the local entity must hold a Tax and Equity Fiscal Responsibility (TEFRA) hearing. This allows the local community to comment on the use of tax-exempt financing to support the project. There is no financial liability on the City's part. This is the only action required of the City.

Specifically, the City must conduct a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986, as amended (the "Code") on May 12, 2026, in connection with the proposed issuance of revenue bonds by the CSCDA, in an amount not to exceed $100,000,000 (the "Bonds").

BACKGROUND:

Foothill Santa Lucia, LLC (the "Borrower") has requested that the California Statewide Communities Development Authority ("CSCDA") serve as the municipal issuer of tax-exempt multi-family housing revenue bonds in an aggregate principal amount not to exceed $100,000,000 (the "Bonds"). The proceeds of the Bonds will be used for the purpose of making a loan to the Borrower, to enable the Borrower to refinance the acquisition, rehabilitation, improvement and equipping of a 204-unit affordable multifamily housing rental project located at 589 Leslie Drive, Salinas, California (the "Project"), which will be owned and operated by the Borrower.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Salinas ("City") must conduct a public hearing (the "TEFRA Hearing") providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Adoption of the resolution is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Internal Revenue Code and the California Government Code Section 6500 (and following). Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project. A public notice was published on April 30, 2026.

California Statewide Communities Development Authority

CSCDA is a joint powers authority sponsored by the League of California Cities ("League") and the California State Association of Counties ("CSAC"). CSCDA was created by the League and CSAC in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth, and improve the overall quality of life in local communities throughout California. CSCDA is comprised of more than 530 members, including the City of Salinas, which has been a member since 1993. CSCDA has issued more than $80 billion through more than 1,800 financings since 1988.

Fiscal Impact

There is no fiscal impact to the City. The Bonds to be issued by the CSCDA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds will be issued as limited obligations of CSCDA, payable solely from revenues and receipts derived from a loan to be made by CSCDA to the Borrower with the Bond proceeds and are not obligations of the City. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing.

CEQA CONSIDERATION:

Not a Project. The City has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

Conducting a public hearing under the requirements of TEFRA upholds the Council Goal of Effective and Culturally Responsive Government.

DEPARTMENTAL COORDINATION:

This staff report was coordinated with the City Attorney's Office and Administration.

FISCAL AND SUSTAINABILITY IMPACT:

There is no direct fiscal impact associated with this item.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
N/A	N/A	N/A	N/A	N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. _____ (N.C.S.)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALINAS APPROVING THE ISSUANCE OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY QUALIFIED 501(C)(3) BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $100,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF SANTA LUCIA TOWNHOMES AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Salinas (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, Foothill Santa Lucia, LLC (the "Borrower") has requested that the Authority adopt a plan of financing providing for the issuance of qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such qualified 501(c)(3) bonds in one or more series from time to time, and at no time to exceed $100,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 589 Leslie Drive, Salinas, California (the "Project"). The Project is or will be owned and operated by the Borrower which is an organization described in Section 501(c)(3) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance

of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Salinas as follows:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 12th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dennis Donohue, Mayor

ATTEST:

_____
Patricia M. Soratos, City Clerk

File #: ID#26-199, **Version:** 1

Salinas Police Department 2025 Annual Report

No action required. This report presents information to the City Council regarding the Salinas Police Department 2025 Annual Report.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 12, 2026**

DEPARTMENT: **POLICE DEPARTMENT**

FROM: **CARLOS ACOSTA, CHIEF OF POLICE**

BY: **TONYA ERICKSON, POLICE SERVICES ADMINISTRATOR**

TITLE: **SALINAS POLICE DEPARTMENT 2025 ANNUAL REPORT**

RECOMMENDED MOTION:

No action is required. This report presents information to the City Council regarding the Salinas Police Department 2025 Annual Report.

EXECUTIVE SUMMARY:

The Salinas Police Department (SPD) 2025 Annual Report provides an overview of department services, operations, accomplishments, and priorities. In 2025, SPD received 133,086 calls for service and made 2,735 arrests. The report shares staffing challenges and accomplishments, crime statistics, and highlights our continued commitment to community-oriented policing. This presentation is intended to inform the City Council and the public of the department's status and accomplishments.

BACKGROUND:

The Salinas Police Department releases an annual report each year to enhance transparency with the community and highlight SPD's services, operations, accomplishments, and priorities. The report also shares the annual crime statistics and trends, as well as deliverables from multiple divisions within the department. The 2025 Annual Report, as well as previous reports, can be found on the SPD website at https://police.salinas.gov/annual-reports/.

In 2025, the department received 133,086 calls for service and made 2,735 arrests. While the department has made gains in the hiring of sworn officers, there were still 14 officer vacancies at the end of the year. The crime statistics show a continued decline in six of the eight categories, and the Investigations Division continues to maintain a high homicide solve rate.

The Annual Report also demonstrates our continued commitment to organizational wellness, victim and youth services, community engagement, and professional development. During 2025, the department provided services to 441 victims, successfully launched a Youth Diversion Program and with 15 youth successfully completing the program, and had an annual community engagement reach of more than 25,000 community members – a 735% increase since 2023. The

department continued to expand the volunteer Youth Cadet Program, and the report also highlights internal promotions, professional development achievements, and awards recipients.

CEQA CONSIDERATION:

Not a Project.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No

STRATEGIC PLAN INITIATIVE:

This report supports the City Council's Strategic Plan Goal of Public Safety.

DEPARTMENTAL COORDINATION:
N/A

FISCAL AND SUSTAINABILITY IMPACT:

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
N/A	N/A	N/A	N/A	N/A

ATTACHMENTS:

2025 SPD Annual Report Presentation
2025 SPD Annual Report

COMMUNITY STRONG.
SAFER TOGETHER.

Salinas Police Department



2025 ANNUAL REPORT

POLICE CHIEF CARLOS ACOSTA

WEBSITE | WWW.POLICE.SALINAS.GOV

RECRUITMENT WEBSITE | WWW.JOINSPD.SALINAS.GOV

TABLE OF CONTENTS

01	TABLE OF CONTENTS
02 - 03	MESSAGE FROM THE CHIEF
04	ORGANIZATIONAL CHART
05	MESSAGE FROM ASST. CHIEF
06 - 12	INTRODUCTION TO DEPARTMENT
13 - 23	FIELD OPERATIONS
24 - 33	PERSONNEL AND TRAINING
34 - 46	INVESTIGATIONS DIVISION
47 - 60	COMMUNITY ENGAGEMENT & PROGRAMS
61 - 69	AWARDS & RETIREMENTS
70 - 72	SNAPSHOTS
73	HONOR GUARD



CHIEF'S PRIORITIES

TO OUR COMMUNITY AND OFFICERS

As a department, we are committed to prioritize:

Public Safety Strategy: Developing innovative approaches to reduce crime and improve the quality of life for all residents.

Community Partnerships: Strengthening relationships by engaging, educating, and empowering our community to be part of the process and solutions.

Workforce Development: Recruiting and retaining talented officers and staff while providing the resources and mentorship needed for career growth and exceptional service.

Training and Excellence: Investing in training and development to ensure our team is equipped, compassionate, and prepared to meet the complexities of modern, community-centered policing.





A YEAR OF IMPACT

PROGRESS. PARTNERSHIP. PERFORMANCE.



This year, the Salinas Police Department made meaningful progress in strengthening trust and enhancing public safety. I am proud of the professionalism and dedication our staff demonstrate every day in service to this community.

In 2025, our department removed 268 firearms from our streets and achieved significant reductions in nearly every Part I crime category. Our homicide solve rate has reached 86%—well above the national average—reflecting the skill, coordination, and persistence of our investigators, patrol officers, professional staff, analysts, and support teams. These results represent safer neighborhoods and justice for victims and families.

We also expanded our community engagement and youth-development efforts. We reached 25,308 community members (a 735% increase since 2023) across 115 events; however, this number does not reflect the commanders, sergeants, officers, and professional staff who contribute countless hours to community service throughout the year. Additionally, our Youth Cadet Program grew to 35 cadets, and our new Youth Diversion Program saw 15 youth complete the program, with seven still enrolled at year's end.

Beyond community engagement, SPD continues to lead the region in forensic technology. Our Department houses the ATF-operated NIBIN Firearms Lab—the only one between San Jose and Ventura—providing rapid ballistic analysis that strengthens violent-crime investigations across the Central Coast.

Our work remains grounded in proactive, community-centered policing. By partnering with local organizations, businesses, neighboring agencies, and community members, we build safer neighborhoods rooted in trust and shared responsibility. I remain committed to leading a department defined by honesty, innovation, and accountability—one that protects every person with dignity and respect as we continue building a safer, stronger Salinas.

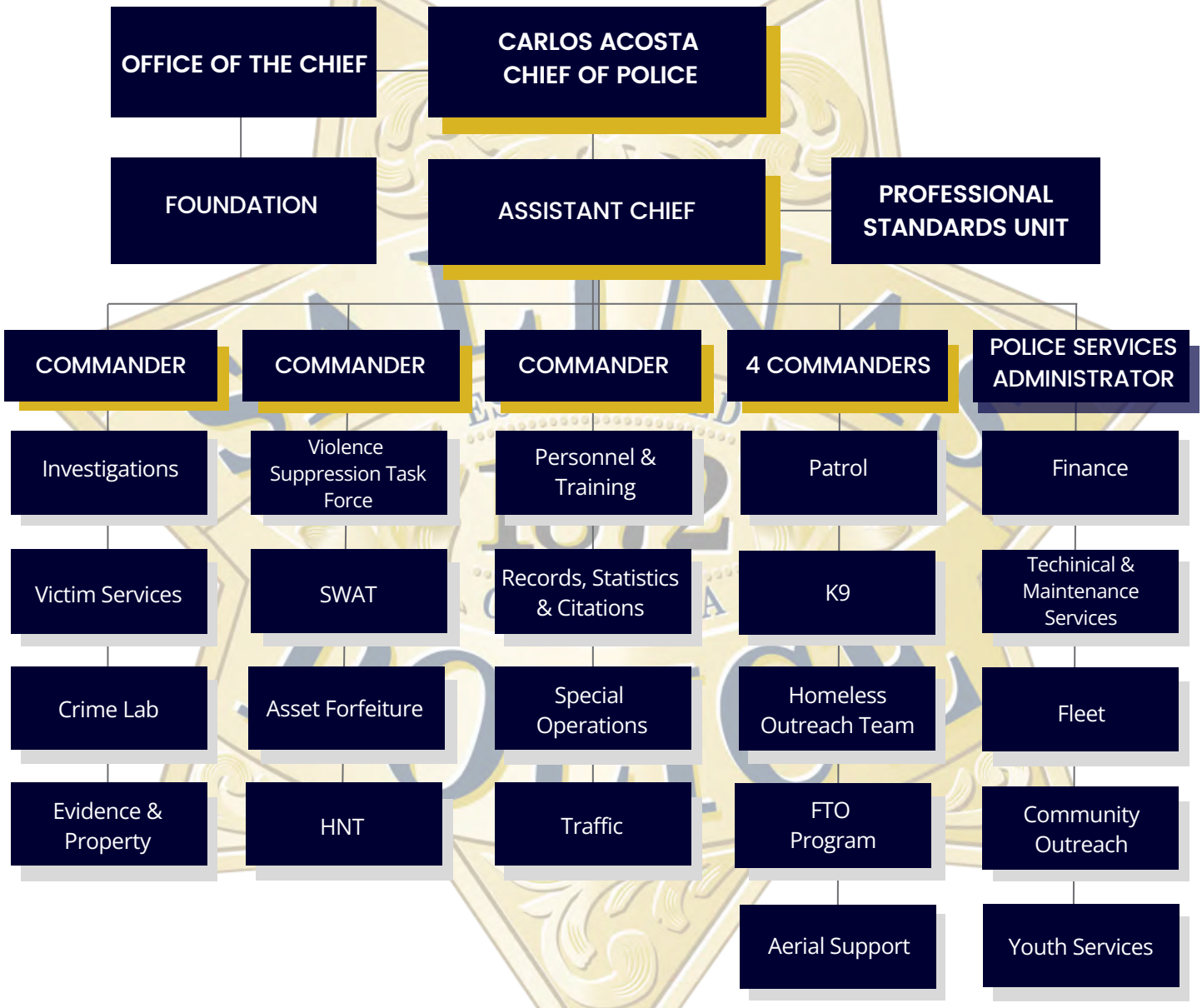
Sincerely,

Carlos Acosta

Carlos Acosta, Police Chief

ORGANIZATIONAL CHART

IT TAKES ALL OF US



AUTHORIZED

SWORN POSITIONS - 161

PROFESSIONAL POSITIONS - 55

ADVANCING OUR COMMITMENT

SAFE. RESILIENT. UNITED.



It is my honor to share an update for the Salinas Police Department's Annual Report. Working alongside Chief Carlos Acosta, our focus has been on building trust, strengthening oversight, responsible use of technology, community policing and crime reduction, training and education, and officer wellness and safety. These priorities guide our decisions and shape the programs we deliver.

My commitment to this community has always been deeply personal. I was born in Mexico, raised in Monterey County, and began serving as a reserve officer in 1994. Throughout my career, I have remained committed to servant leadership, accountability, and continuous improvement. I prioritize listening to our community, supporting our officers with meaningful training and resources, and forging partnerships with community organizations, schools, and local businesses. By emphasizing transparency, data-driven decision making, and respect for all people, we aim to strengthen public trust while delivering effective, compassionate policing.

This past year, we expanded training, improved transparency and accountability, invested in technology that supports community trust, and strengthened partnerships with local organizations. Our Division Commanders and staff have worked tirelessly to turn strategy into measurable results, and I am proud of the progress we've made.

Thank you to our officers, staff, community partners, and the people of Salinas for your continued trust and collaboration. Together we will keep Salinas safe, resilient, and united.

In service,

Luis Bravo

Luis Bravo, Assistant Chief of Police

DEPARTMENT DIVISIONS

WORKING AS ONE, SERVING ALL

FIELD OPERATIONS

Patrol
Traffic Collision Investigations Team
Traffic Unit
Critical Incident Stress Mgmt. Team
Crisis Intervention Team
Abandoned Vehicles
Special Operations
K9 Unit (Apprehension & Detection)
Aerial Support Team (Drone Pilots)
Homeless Outreach Team
Special Operations
Full Time Officer Program
Honor Guard

INVESTIGATIONS

Detectives
VSTF (1 Detection K9)
ICAC Task Force (1 Detection K9)
SWAT
Cold Case Homicide
Investigations
Crime Scene Investigations Unit
Computer Forensics Lab
Property & Evidence
Crime Lab
Firearms Lab
Victim Services
Crime Analyst

REPORTS TO CHIEF OR A.C.

Office of the Chief
Professional Standards Unit/Internal Affairs
Police Services
- Finance
- Community Outreach
- Youth Services
- Fleet

ADMINISTRATION

Personnel & Training Unit
Hostage Negotiations Team
Public Information Officer
Crisis Intervention Team
Youth Cadet Program
Media Team
Community Services
Volunteer Program
Maintenance Services
Records Unit & Citations

OUR COMMANDERS

WE ARE COMMITTED TO EXCELLENCE



JAMES ARENSDORF
Commander
Personnel & Training



KIMBERLY DIAZ
Commander
Patrol Field Operations



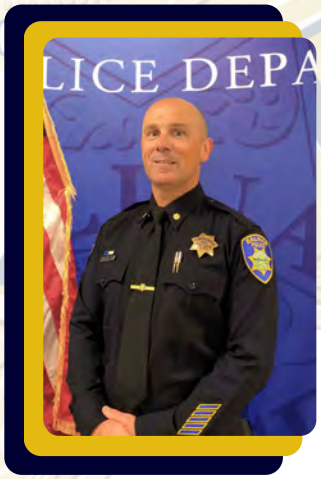
BRIAN JOHNSON
Commander
Patrol Field Operations



DANNY WARNER
Commander
Violence Suppression Task Force



GABRIEL GONZALEZ
Commander
Investigations



KENDALL GRAY
Commander
Patrol Field Operations



GERARDO MAGAÑA
Commander
Patrol Field Operations

OUR CORE VALUES

TRUST. TRANSPARENCY. INTEGRITY.

The Salinas Police Department exists to serve the community. We do this by protecting life and property, preventing crime, enforcing the law, and by maintaining order for all members who live in our community and all others who work or visit here.



01 INTEGRITY

We believe integrity is the basis for community trust. We are honest and truthful. We are consistent in our beliefs and actions. We hold ourselves to high standards of moral and ethical conduct. We are role models for the community.



02 ACCOUNTABILITY

We are accountable to each other and to the residents we serve; they are the source of our authority. We communicate openly and honestly among ourselves and with the community. We acknowledge our mistakes and are open to constructive criticism.

03 COOPERATION

We share our responsibility to serve the citizens of Salinas with many other agencies and organizations. We strive to understand those who disagree with us. We seek the help and cooperation of others. We seek to resolve conflicts. We rely on community support and involvement.





04 HUMAN LIFE

We value human life and dignity above all else. We give first priority to situations which threaten life. We use force only when necessary. We treat all people with courtesy and respect. We are compassionate and caring.

> *Trust is the foundation of public safety. Building that trust requires shared responsibility and unwavering integrity in everything we do."*
>
> Assistant Chief Luis Bravo

05 PROBLEM SOLVING

We are most efficient when we help identify and solve community problems. We work to anticipate and prevent problems. We give high priority to preventing crime and helping citizens feel safe.





06 COLLABORATION

We actively seek opinions and ideas from others. We plan, analyze, and evaluate. We recognize that crime is a community problem. We listen to problems and complaints with empathy and sensitivity. We seek innovative solutions.

07 EXCELLENCE

We strive for personal and professional excellence. We have a vision for the future. We seek adequate resources: staffing, facilities, equipment, training, salaries, and benefits. We recruit and hire the best people, and train and develop our employees.





08 DISCIPLINED

We are disciplined and reliable. We balance our professional and personal lives. We consult the people who will be affected by our decisions. We have a positive, "can do" attitude. We cultivate our best characteristics through discipline and hard work.



OUR MISSION AND VISION

COMMITTED TO YOUR SAFETY

MISSION

Working in partnership with the people of Salinas to enhance the quality of life through the delivery of professional, superior and compassionate police services to the community.

VISION

Through our steadfast commitment to policing excellence, the Salinas Police Department continues to be transformed to exhibit the innovation, engagement and professionalism of an exceptional organization, whose workforce truly reflects the values and diversity of the community we serve.



DEMOGRAPHICS

VISIT HERE. WORK HERE. LIVE HERE.

POPULATION
160,783
U.S. Census Bureau
(2024 estimate)

DATE POLICE DEPARTMENT ESTABLISHED
1872

DIVERSITY*
80.9% Latino or Hispanic
23.1% White alone
14.6% Two or more races
5.7% Asian alone

CITY OF SALINAS
Rich in Land | Rich in Values
Land in Square Miles: 23.52
Lettuce Capitol of the World
Host of California Rodeo Salinas

DATE CITY WAS INCORPORATED
1874

MEDIAN HOUSEHOLD INCOME(2020-2024)
$91,908 per family
$29,650 per capita income
13.6% persons in poverty

LANGUAGE OTHER THAN ENGLISH SPOKEN AT HOME ABOVE 5 YEARS OLD
72%

EDUCATION | PERSONS OVER AGE 25
62.2% HS Diploma or higher
16.5% Bachelor's Degree or higher

Census race totals can exceed 100% because Hispanic or Latino is an ethnicity, not a race. "White alone" reflects non-Hispanic White residents, and many people identify as both Hispanic/Latino and White, creating overlap. Race and Hispanic/Latino ethnicity are reported separately. — U.S. Census Bureau, 2024 estimates.

AREA PATROL MAP

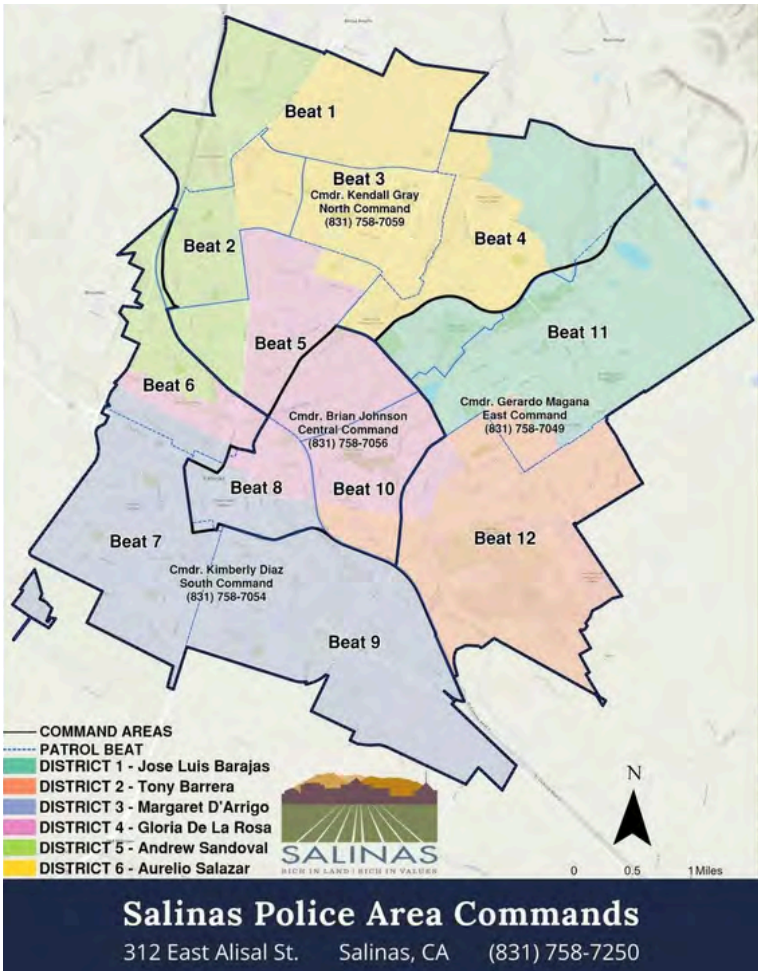
STRATEGIC DEPLOYMENT. RELIABLE RESPONSE.

Patrol Beats and Command Oversight

The Salinas Police Department deploys officers by geographic beats each shift so they focus on a defined Area of Responsibility (AOR), increasing visibility, shortening travel time, and helping officers learn normal daily activity—advantages for timely response and crime prevention.

160,783

23.52
SQUARE MILES



Command Assignment

Each beat is supervised by a designated commander (Watch Commander or Patrol Sergeant) who coordinates resources, ensures consistent staffing, and provides accountability; command-level ownership speeds decisions and improves coordination with specialty units and community partners.

Community Impact

Beat assignments let officers build one-on-one relationships with residents, businesses, and local organizations, strengthening trust and making problem-solving more effective; paired with focused command oversight, the beat model improves response, fosters collaboration, and supports long-term neighborhood resilience.

"When officers take ownership of a beat, they build trust that strengthens everyone's safety. Strong oversight keeps us aligned and responsive. That partnership drives real impact."

– Commander Kendall Gray, Patrol

FIELD OPERATIONS

2025 BY THE NUMBERS

CALLS FOR SERVICE
133,086

ARRESTS
2,735

AVG. RESPONSE TIME
3 MIN. OR LESS
89%
(FOR PRIORITY 1 CALLS)

AVG. RESPONSE TIME
4 MIN. OR LESS
94%
(FOR PRIORITY 1 CALLS)

AERIAL (DRONE)
DEPLOYMENTS
397

TRAFFIC CITATIONS
3,502

DRIVING WHILE
INTOXICATED
513

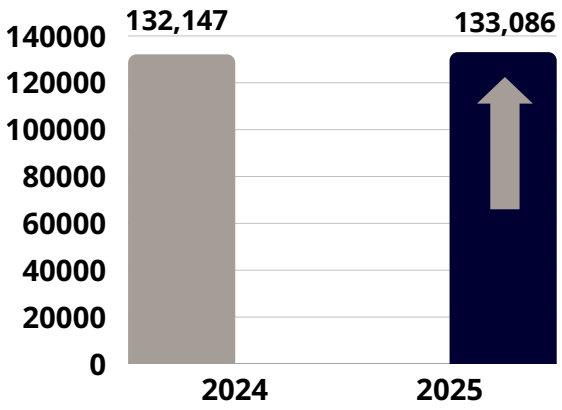


The Field Operations Division (Patrol) delivers continuous, citywide frontline policing—responding to emergencies, conducting proactive patrols, and partnering with residents to solve neighborhood problems. Its diverse units, from uniform patrol to K-9 and Aerial Support, provide rapid response, targeted enforcement, and community-focused prevention using modern technology. Patrol officers are often the community's first point of contact.

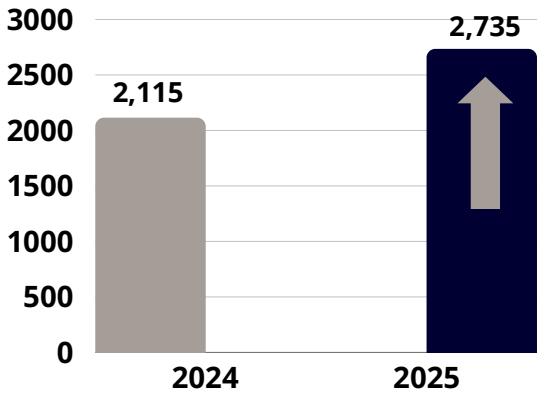
CALLS FOR SERVICE
ONLINE REPORTS DATA

CALLS AND ARRESTS COMPARISON				
METRIC	2024	2025	Increase	Percentage Increase
Calls for Service	132,147	133,086	939	0.71%
Arrests	2,115	2,735	620	29.31%

CALLS COMPARISON



ARRESTS COMPARISON



14.5% ↓ **DECREASE** IN POLICE REPORTS

1% ↑ **INCREASE** IN FRONT DESK CUSTOMERS

63.5% ↓ **DECREASE** IN ONLINE REPORTS*

Police Reports **10,060**

Front Desk Customers **14,394**

Online Reports **1,364**

Online report volume shifted in 2025 as the redesigned PD website routes users to the correct reporting channel (SPD or SalinasConnect).

RESPONSE EFFICIENCY
PRIORITY 1 & 2 CALLS

The Salinas Police Department closely tracks response times for high-priority calls, measuring the time from dispatch to an officer's arrival for emergencies and serious crimes requiring immediate action. In 2025, 89% of Priority 1 calls had an officer on scene within 3 minutes or less. Priority 1 calls indicate an emergency response, and Priority 2 calls indicate an immediate response. During the year, the Department recorded 133,086 calls for service and 2,735 arrests, reflecting operational activity across patrol and investigative units.

133,086 ALL CALLS FOR SERVICE

TOTAL ARRESTS **2,735**

PRIORITY 1 CALLS RESPONSE EFFICIENCY

89%

% of cases with on-scene officer arrival within 3 minutes or less.

94%

% of cases with on-scene officer arrival within 4 minutes or less.

Exact: 88.91% and 94.17%

PRIORITY 1 & 2 CALLS RESPONSE EFFICIENCY

75%

% of cases with on-scene officer arrival within 3 minutes or less.

84%

% of cases with on-scene officer arrival within 4 minutes or less.

Exact: 75.33% and 84.41%

HOT IMPACT REPORT

HOMELESS OUTREACH TEAM AND VICTIM SERVICES

3,005
UNHOUSED-RELATED CALLS

Responding to a Growing Community Need

Homelessness remained a significant challenge in Salinas throughout 2025, with the City Council addressing rising needs, funding gaps, and the strain on local service programs. As the City continues to serve nearly half of Monterey County's homeless population, shelters, outreach teams, and emergency services face increasing pressure.

While SPD is not the lead agency on homelessness, the issue directly affects daily operations. This impact is reflected in the 3,005 calls handled by the Salinas Police Department's Homeless Outreach Team (HOT), many involving welfare checks, behavioral-health concerns, disturbances, and safety issues near service sites.

Officers continue to work closely with Mobile Crisis Response Teams, county clinicians, and outreach partners to ensure individuals receive the appropriate care rather than unnecessary enforcement.

Salinas Police Department's Victim Services Program

The Salinas Police Department's Victim Services Program includes a dedicated Victim Advocate who supports the needs and rights of crime victims.

Prioritizing victims of violent crimes—including anyone who may be homeless— such as domestic violence, homicide, sexual assault, and human trafficking, the program assists all victims and their families with crisis intervention, emotional support, advocacy, referrals, and guidance through the criminal justice process, reflecting SPD's commitment to partnership and improved victim services.

441
VICTIMS SERVED

2,869
SERVICES PROVIDED

577
REFERRALS
TO OUTSIDE AGENCIES

AERIAL SUPPORT UNIT

ENHANCING OPERATIONS WITH DRONE TECHNOLOGY

Salinas Police Aerial Support Unit (SPAS)

Unmanned Aerial Vehicles (Drones)

397
DEPLOYMENTS

The Aerial Support Unit uses Unmanned Aerial Vehicles (UAVs), commonly known as drones, to assist public safety operations in a fast, efficient manner—providing helicopter-like capabilities at a fraction of the cost. Staffed by six officers under a sergeant and commander, deployments have consistently risen since the creation of the Unit.

UAVs are utilized in multiple ways such as search and rescue operations (missing persons), suspect identification and apprehension, and crime and accident scene reconstruction.

In 2025, we had an 11% increase in deployments, rising from 358 in 2024 to 397 in 2025.

Year	2023	2024	2025
Deployments	315	358	397

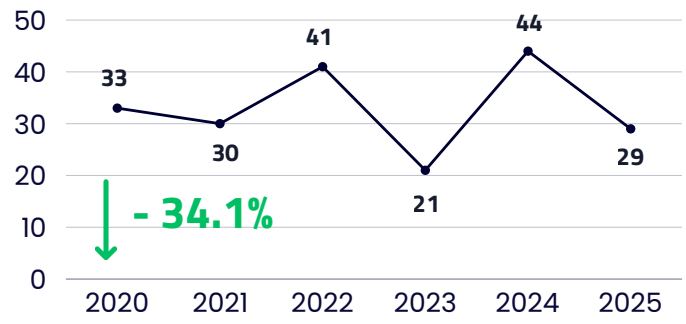


CRIME STATISTICS
AND TRENDS

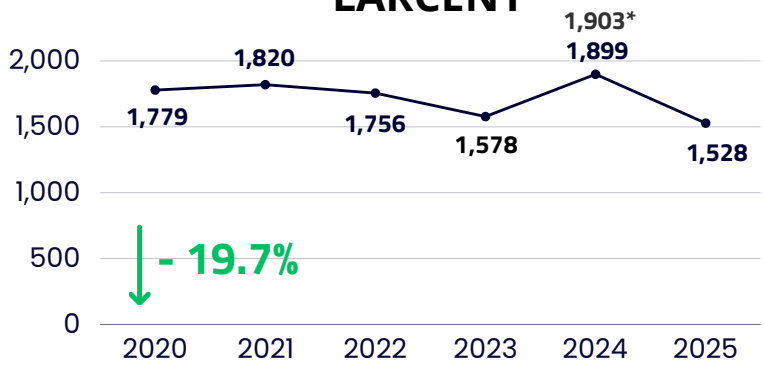


In reviewing crime data, we saw reductions in nearly all Category 1 crimes. Homicides dropped from 11 in 2023 to 6 in 2024—a 45.5% decrease—and while we experienced one additional homicide in 2025, six of the seven cases have been solved, reflecting strong investigative performance. Robberies also had a slight increase, but all other major categories declined. These trends highlight meaningful progress and reinforce the value of focused, collaborative efforts among law enforcement, local leaders, and the community at large to continue strengthening public safety.

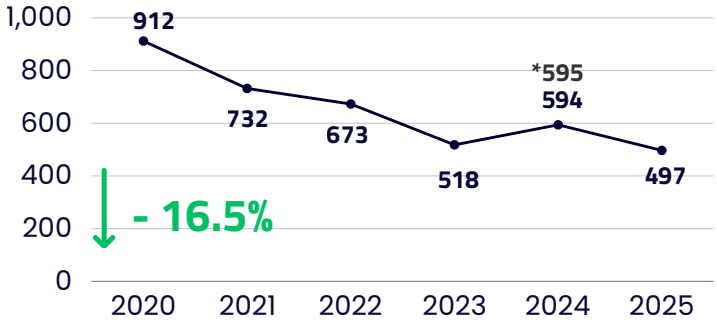
ARSON



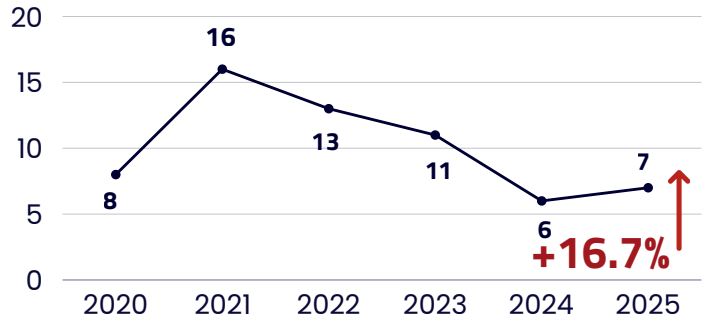
LARCENY



MOTOR VEHICLE THEFT



MURDER | HOMICIDES



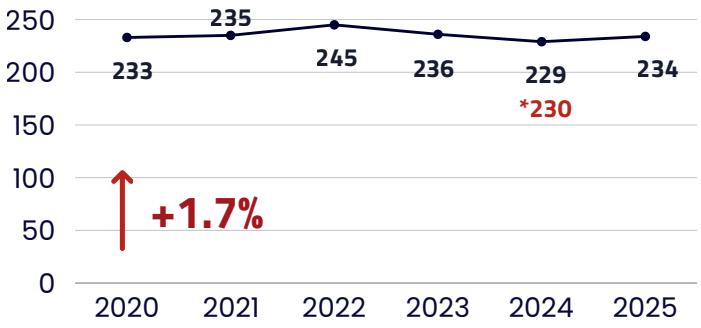
**Correct number for 2024 (the case was recorded after publishing the 2024 Annual Report).*
All 2025 information reflects the most recent data available at the time of publication.

CRIME STATISTICS

AND TRENDS, CONTINUED...

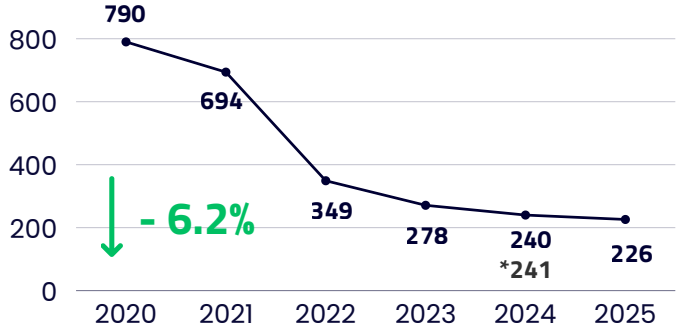
PART 1 CRIME CATEGORY	MONTHLY TOTALS												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Murder	0	0	1	0	0	1	1	0	2	1	0	1	7
Negligent Manslaughter	0	1	0	0	0	0	0	0	0	0	0	0	1
Forcible Rape	2	5	3	10	5	2	9	4	3	5	7	1	56
Robbery	15	23	19	17	23	15	7	26	39	21	16	13	234
Aggravated Assault	37	41	43	48	48	21	15	48	55	51	45	28	480
Non-Aggravated Assault	89	58	90	81	98	52	42	96	102	110	96	53	967
Arson	6	3	1	1	2	3	0	2	4	2	2	3	29
Total Burglaries	18	28	18	14	20	15	5	31	17	18	31	11	226
Total Larcenies-Theft	180	163	166	148	124	57	81	143	124	129	135	78	1,528
Motor Vehicle Theft	61	48	47	51	51	37	22	34	20	37	54	35	497
TOTALS													
Total Part I Crimes	149	131	157	157	176	94	74	176	205	190	166	99	1,774
Grand Total	408	370	388	370	371	203	182	384	366	374	386	223	4,025

ROBBERY

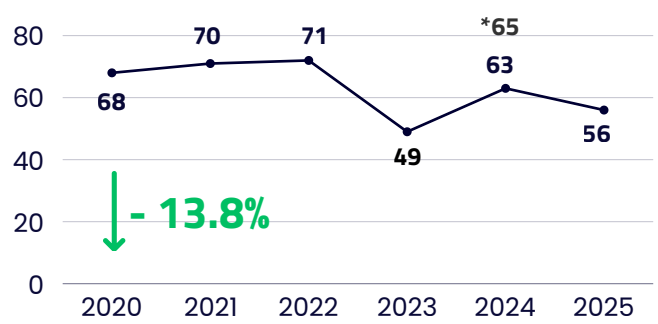


Robbery includes Robbery with Weapon and Robbery Strong Arm

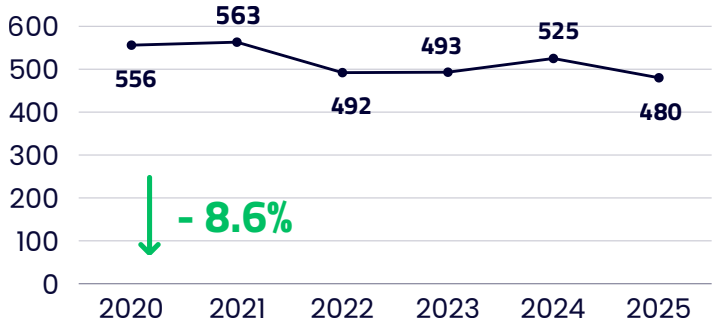
BURGLARY



RAPE



AGGRAVATED ASSAULT



**Correct number for 2024 (the case was recorded after publishing the 2024 Annual Report.*
All 2025 information reflects the most recent data available at the time of publication.

HOMICIDE SOLVE RATES

SOLVING CRIMES, BRINGING CLOSURE

In 2025, Salinas recorded seven homicides, up from six in 2024. While any loss of life is devastating—especially the death of a 14-year-old student—this single-year increase follows several years of overall decline and remains well below the peaks seen in prior decades.

The Department credits sustained reductions to stronger community partnerships, targeted prevention programs for at-risk youth, and improved investigative work that raised the homicide clearance rate to 86%. Continued community reporting and cooperation have been essential to that progress.

We recognize that our community plays a critical role in preventing violence. Please report erratic or dangerous driving or suspicious activity to police. Timely tips help officers intervene sooner, protect vulnerable people, and prevent future tragedies.

7 HOMICIDES

6 SOLVED

86% SOLVE RATE

NATIONAL AVG. 61.4%*

*Source: FBI Criminal Justice Information Services (CJIS)

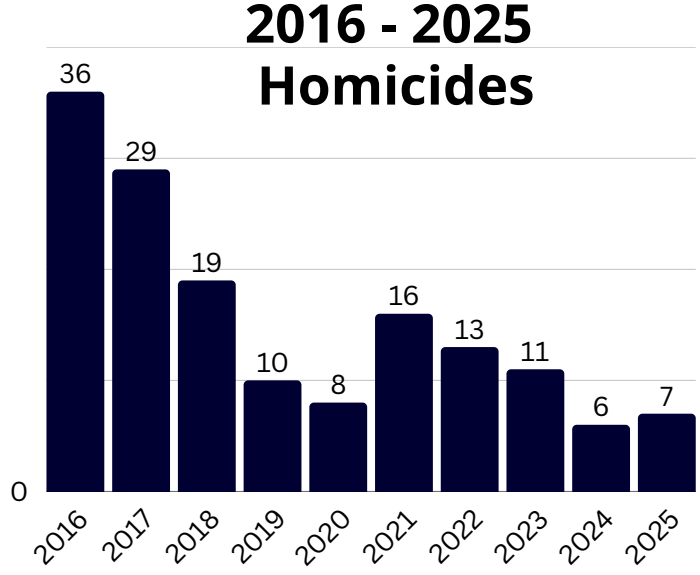
STATEWIDE AVG. 63%*

*Source: Dept. of Justice Homicide in California Report

LIFE WITHOUT PAROLE HANDED DOWN IN 2023 MURDER CASE



Abel Perez and Ivan Barriga were convicted and sentenced on February 18, 2025 to life without parole for the 2023 Garner Avenue murder that also left a nearby mother paralyzed, bringing long-awaited accountability in the case.



SAFETY FIRST

PEDESTRIAN SAFETY

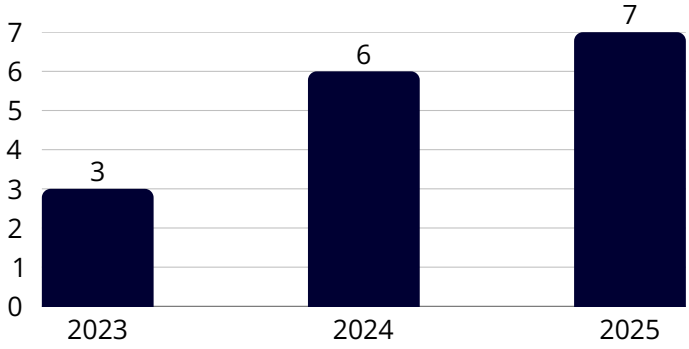
Grant Supports Pedestrian Safety

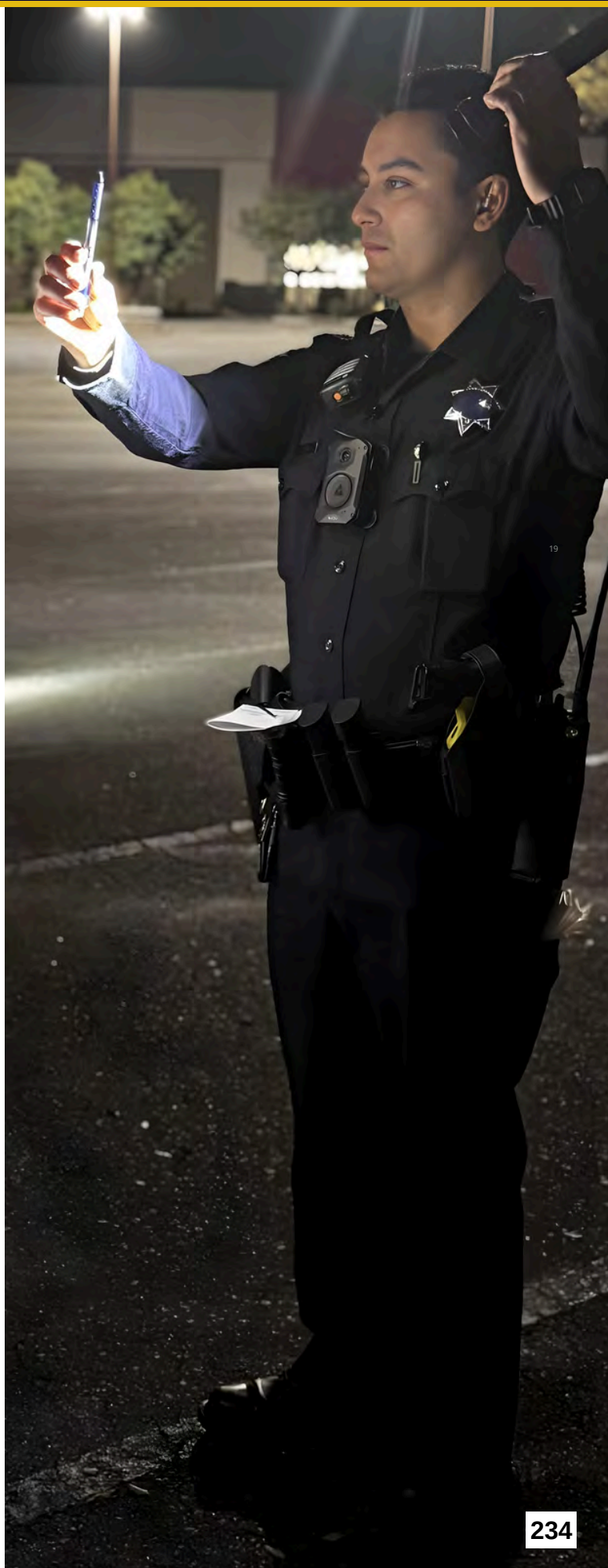
Traffic officers provide pedestrian and traffic safety educational presentations to schools and community groups when requested if officers are available. The presentations also highlight safe practices for bicyclists and emphasize drivers' responsibility to look out for other people using roads and paths.



Pedestrian Safety Overview

In 2025, the City recorded 7 pedestrian deaths involving a vehicle, up from 6 in 2024 and 3 in 2023. These losses are a stark reminder of the human cost of dangerous driving behaviors and the need for continued focus on roadway safety, enforcement, and prevention.





K9 UPDATES

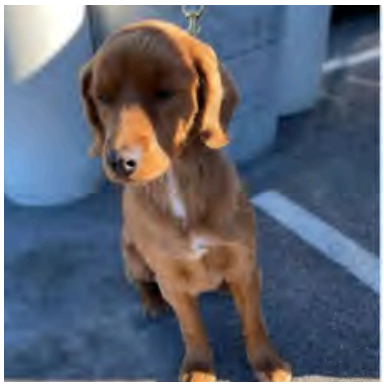
A STRONGER, SAFER DEPARTMENT WITH K9 SUPPORT

K9 Unit: Enhancing Safety & Operations

The Salinas PD K9 Unit plays a crucial role in law enforcement, assisting with searches and detection of electronics, narcotics, and firearms. These highly trained dogs enhance officer safety by navigating confined spaces and high-risk areas ahead of their handlers. With seven K9s, including canines to assist VSTF, the unit is a vital asset in protecting the community and supporting police operations. We also have several interagency partnerships, underscoring our commitment to public safety even beyond Salinas when appropriate.

K9 Rocko Joins the Team in 2025

K9 Rocko, a two-year-old Belgian Malinois from Mexico, is shown on the K9 cover page with his handler, Officer Torres, after successfully completing a rigorous two-month canine school and officially joining the Department. Rocko brings specialized training, energy, and drive to the team and will support public safety operations.





K9 Keno | Officer Rios
Trained narcotics and firearms detection, apprehension, and tracking.

K9 Robby | Officer Medrano
Assigned to the Violence Suppression Task Force (VSTF) unit and is trained in apprehension and tracking.

K9 Tyson | Officer Fletes
Trained in apprehension and tracking.

K9 Draco | Officer Rodriguez
Trained in apprehension.

K9 Rocko | Officer Torres
Trained in apprehension.

K9 Rex | Officer Wilcox
Trained in narcotics and firearms detection.

K9 Checo | Officer Mitchell
Assigned to the VSTF unit and is trained in narcotics detection and firearms.

K9 Browser Retires!

K9 Browser served the Salinas Police Department from 2021 to 2025, supporting the Internet Crimes Against Children (ICAC) Unit, VSTF, and patrol. Trained in electronics, narcotics, and firearms detection, he routinely assisted investigators by locating critical digital evidence in sex-crime and gang-related cases.

K9 STATISTICS

213

DEPLOYMENTS

143

DETECTION DEPLOYMENTS

71

PATROL DEPLOYMENTS

268

GUNS SEIZED

Across Patrol, VSTF, K-9, and other units, officers seized 250 firearms in 2025.



K9 ROCKO AND HIS HANDLER, OFFICER TORRES



PERSONNEL AND TRAINING UNIT

RECRUITING QUALIFIED APPLICANTS

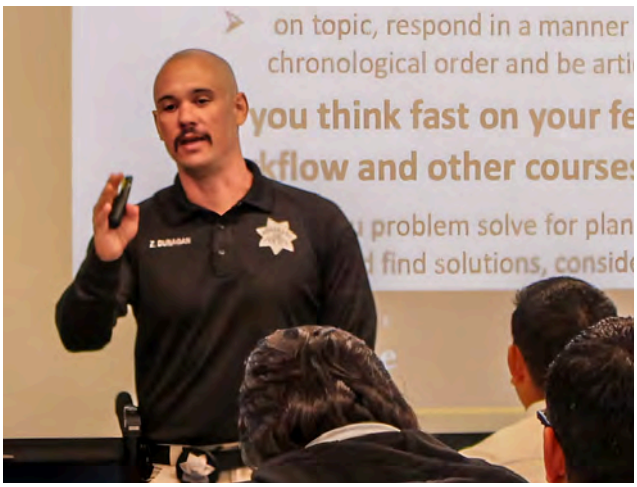
The Personnel and Training Unit ensures sworn and civilian staff maintain our high standards of training, including in-service courses to address perishable skills and other professional development needs, as required by the Commission on Peace Officer Standards and Training (POST).

This Unit is also responsible for the recruitment and hiring of new department members and coordinating the attendance at training academies for new recruits. With a focus on recruiting the highest quality applicants that represent the community we serve, the Unit cultivates connections with prospective candidates through our website, local contacts, and regional recruiting events/job fairs.

The Unit also maintains essential training records and ensures compliance with state and departmental standards, supporting a well-prepared workforce and reinforcing the department's commitment to continuous improvement.

"Investing in applicants early strengthens the entire hiring process. Our Oral Board Workshop (photo above) helps future officers understand expectations and step into the process ready to succeed."

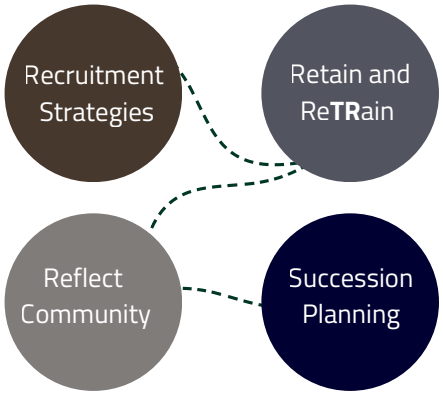
— Sergeant Zachary Dunagan,
Personnel and Training Unit





STAFFING

AS OF DEC. 31, 2025



SWORN OFFICERS

161 Authorized (includes 4 frozen)
18 Vacancies (includes 4 frozen)
143 Sworn Personnel (up from 128 last yr.)
5 Police Recruits
14 Officers to Hire (down from 22 last yr.)

PROFESSIONAL AND CIVILIAN STAFF

55 Authorized (includes 2 frozen)
12 Vacancies (includes 2 frozen)
43 Professional Positions Filled
12 Positions to Hire

SWORN OPENINGS
14

CIVILIAN OPENINGS
12

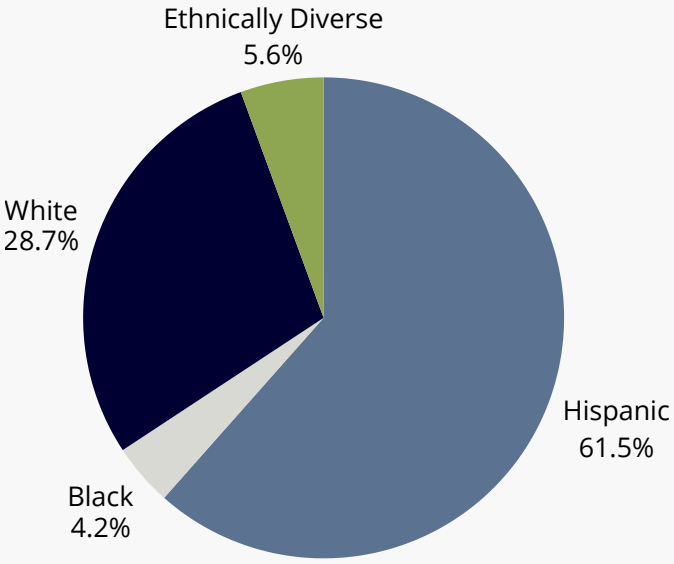
DEMOGRAPHICS

SWORN OFFICERS

ETHNIC DIVERSITY

SUCCESSES

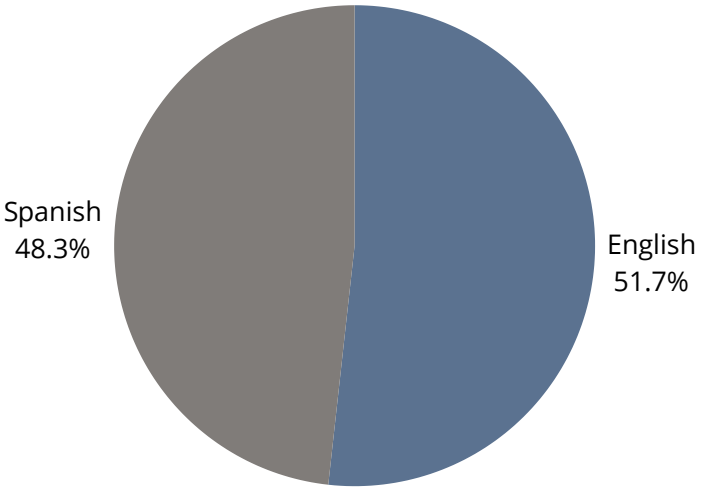
Almost sixty-two percent of our sworn officers are Hispanic, reflecting the community we serve, where about 80% of Salinas residents identify as Hispanic. This alignment strengthens connection, trust, and representation across our city. Our ongoing recruitment efforts continue to sustain and grow this diversity.



LANGUAGE SKILLS

SUCCESSES

We consistently continue to recruit to all nationalities, increasing the number of Spanish-speaking officers in our Department. Currently, 48% of our sworn officers are bilingual.



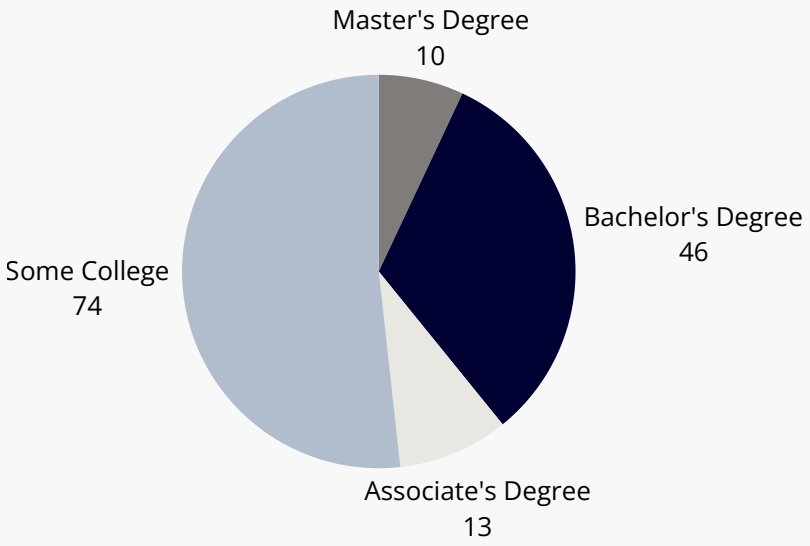
DEMOGRAPHICS

SWORN OFFICERS

EDUCATION LEVEL

SUCCESSES

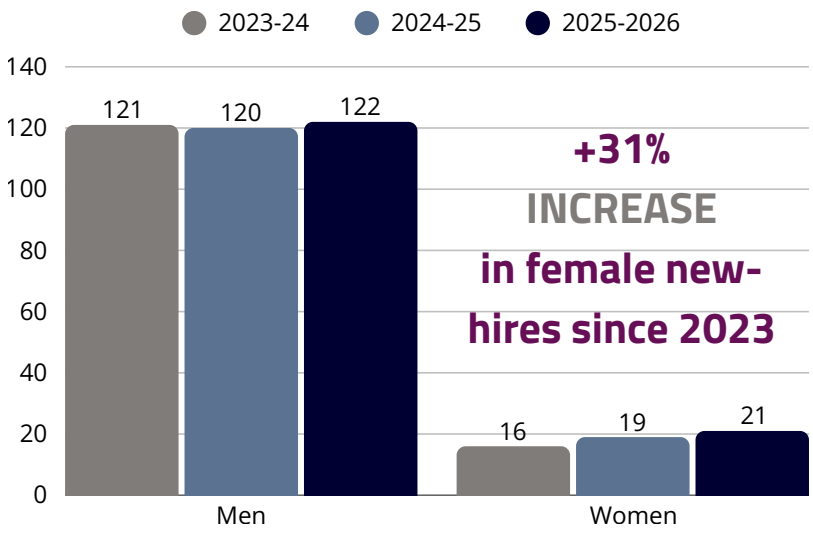
Our commitment to hiring for character, training for skill, and retaining experienced officers remains a top priority. Sixty-nine of our officers hold college degrees, and seventy-four have completed some college coursework, reflecting the depth of talent within our department.



GENDER DIVERSITY

SUCCESSES

We are proud to recruit and promote a diverse workforce that strengthens our department and the community we serve. Based on the gender information our current staff provided, we've seen a 31% increase in female new hires over the past three years.



RECRUITMENT & RETENTION

INVESTING IN PEOPLE, STRENGTHENING OUR TEAM



Miguel proves it's never too early to inspire the next generation of public-safety professionals.



Chief Acosta delivering a powerful speech at a local school, encouraging graduates to lead with integrity, embrace resilience, and consider careers rooted in service to their community. His message reflects the department's commitment to inspire young people of our community.

- Hiring Incentives $20k - $40k
- Career Fairs
- Intentional Promotions Within
- Designated Recruitment Team
- Recruitment Website
- Growth in Youth Cadet Program
- Expanded Community Outreach

Recruitment and retention remain top priorities for the Salinas Police Department. Despite ongoing challenges, we made strong progress—increasing recruits and reducing officer vacancies from 22 at the end of 2024 to 14 at the end of 2025. We also grew our sworn staff from 128 on January 1, 2025, to 143 by December 31, 2025, marking a significant step forward.

This progress reflects the work of a dedicated recruitment team, a new recruitment website, a media campaign, and our strong reputation. Because staffing levels directly affect wellness, response times, and overall efficiency, we remain focused on attracting top talent and ensuring officers receive the training and support they need.

Retaining experienced officers is equally critical. In 2025, we strengthened retention strategies and continued building a supportive environment to maintain a committed workforce. Learn more at our websites.



CAREER SPOTLIGHT

BUILDING STRONG LEADERSHIP FROM WITHIN

At the Salinas Police Department, many of our employees begin their careers in entry-level roles and progress into new positions as they refine their expertise and embrace increased responsibility.

This year, we proudly highlight Sergeant Anthony Garcia, whose career reflects the strength of that pathway. He began as a Community Service Aide (CSA) with SPD in 2004, advanced to Community Service Officer (CSO), then became a sworn officer, and was recently promoted to sergeant. His latest advancement—captured in this photo while his son assists during his pinning—represents the dedication, perseverance, and commitment found throughout our department.

Community Service Officers remain an essential part of this journey for many. CSOs support critical operations such as traffic control, non-injury collisions, missing persons reports, abandoned vehicles, and public events, allowing sworn officers to focus on urgent calls for service. Their work builds strong community relationships and helps identify neighborhood concerns early. For some, like Sergeant Garcia, the CSO role becomes a stepping-stone to new opportunities; for others, it is a fulfilling long-term career.

We value and support our employees, recognizing that every role contributes to the safety and strength of our community. Pathways like Sergeant Garcia's demonstrate SPD's dedication to cultivating future leaders and investing in the people who serve Salinas.



LEADERSHIP EXCELLENCE

ACHIEVEMENTS AND MILESTONES







Sherman Block Supervisory Leadership Graduates

The Salinas Police Department recognized Sergeants Justin Heckman and Seth Morten for graduating from the Sherman Block Supervisory Leadership Institute, an intensive eight-month program focused on leadership, ethics, and supervision. These outstanding achievements reflect their commitment to growth and the department's dedication to developing strong, forward-thinking leaders.

Sgt. Morten also completed an in-person leadership program at Harvard, strengthening his skills in strategic thinking, organizational leadership, and modern policing.

2025 HIDTA Awards

The Violence Suppression Task Force attended the High Intensity Drug Trafficking Area (HIDTA) Task Force Commanders Symposium in March 2025, where SPD received the Top Gun Award and the team was recognized for seizing the most firearms—demonstrating their focus on removing weapons and reducing violent crime.

Commander Eulalio "Lalo" Villegas had the prestigious honor of being named Northern District Commander of the Year for his leadership, strategic vision, and commitment to interagency collaboration.

SPD WOMEN LEADING THE FUTURE

COMMITTED TO SERVICE AND COMMUNITY

Professional Development

Officer Yolanda Rocha (promoted to Sergeant in early 2026) was recognized for successfully completing the six-month On Base Leadership Program, an intensive course designed to strengthen leadership skills and empower law enforcement professionals to lead with confidence and clarity. Her dedication and hard work throughout the program reflect her commitment to continued growth and to serving the community with excellence.

Professional and sworn staff from the Salinas Police Department attended the Women Leaders in Law Enforcement (WLLE) Conference in Anaheim, a statewide event offering leadership development, skill-building workshops, and sessions on communication, wellness, supervision, and organizational growth. WLLE provides a dynamic setting for strengthening leadership abilities and expanding professional networks.

The conference also reinforces the importance of mentorship and representation in law enforcement. By supporting WLLE attendance, the department advances opportunities for women in policing, and staff returned with fresh ideas, renewed motivation, and a shared commitment to applying these insights to better serve the Salinas community.







SPD joined the International Women's Day celebration at Salinas High School Union.



OFFICER AND STAFF WELLNESS

Strengthening Officer and Staff Wellness

In 2022, we received the Law Enforcement Mental Health & Wellness Act (LEMHWA) grant, reinforcing our commitment to officer and staff well-being and retention. Our Wellness Program fosters a compassionate workplace and offers resources beyond mental health to support professional development, career advancement, and overall wellness.

Officer wellness includes physical, emotional, spiritual, and professional support. Our Peer Support Team provides confidential assistance with stress management, family concerns, and emotional and mental well-being.

Commanders Brian Johnson and Gabriel Gonzalez lead these efforts, strengthening peer support, mental-health resources, and professional development across the department.

In 2025, every team member received Critical Incident Stress Management (CISM) training and attended the Officer Safety & Wellness Conference in Anaheim. These investments reflect our ongoing commitment to expanding the team, deepening partnerships, and continually enhancing the wellness training available to all SPD personnel.





BEYOND MENTAL HEALTH: A HOLISTIC APPROACH



In 2025, SPD welcomed a new wellness partner—a facility dog named Sage—who provides a calming presence during high-stress moments and helps foster a positive work environment. Sage will visit units across the department to reduce stress, boost morale, and support mental health, and may also join us at community events.

Our Chaplaincy Program also includes three chaplains and is expanding to represent diverse faiths, ensuring officers have access to spiritual support when needed.

Our Holistic Approach to Wellness Includes:

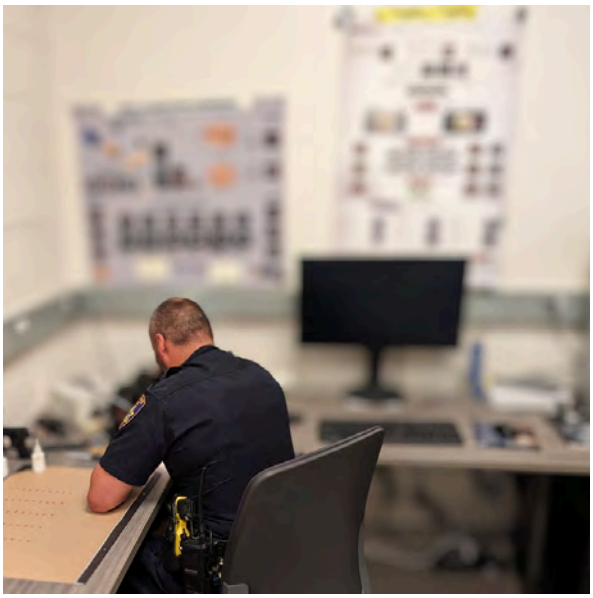
- **Professional Development** – Leadership training and career growth.
- **Physical Health** – Encouraging active, healthy habits.
- **Work-Life Balance** – Support for stress management and personal goals.
- **Personal Support Systems** – Strengthening family and peer networks with emotional and mental health resources.

We will continually expand wellness resources for officers and family members and remain committed to supporting and empowering our employees within our law enforcement family at SPD.

INVESTIGATIONS OVERVIEW

The Investigations Division leads the department's most complex and sensitive casework, combining detective expertise, forensic technology, and victim-centered support to solve crimes and strengthen community safety. These teams work across specialties—sharing information, coordinating operations, and partnering with regional, state, and federal agencies—to address violent crime, protect vulnerable populations, and ensure every case is handled with professionalism and accountability. Their collective efforts strengthen community safety and uphold the public's trust in the department's investigative work.

- Internet Crimes Against Children (ICAC) Task Force
- Violence Suppression Task Force (VSTF)
- Special Weapons and Tactics (SWAT)
- Crime Scene Investigations (CSI) Unit
- Cold Case Homicide Investigations
- Computer Forensics Lab
- Firearms Lab Detectives
- Property & Evidence
- Victim Services
- Crime Analyst
- Crime Lab



SPD:

WE ARE COMMITTED TO SERVICE, PRIDE, AND DEDICATION IN EVERY ACTION.

INVESTIGATIONS DIVISION

2025 AT A GLANCE

ASSIGNED CASES
326

ARREST OR WARRANT
126

HOMICIDE CASES CLEARED
86%

FIREARMS CONFISCATED
80

USE OF FORCE REVIEWS
76

VEHICLE THEFTS
497

VEHICLE RECOVERIES
366

INVESTIGATIONS STATISTICS

COMMITTED TO JUSTICE

The Investigations Division includes detectives, crime scene and evidence technicians, community service officers, crime analysts, and other SPD personnel who investigate fraud, property and sex crimes, robberies, homicides, gang activity, drug trafficking, and missing persons. Using advanced forensics, data analysis, and close collaboration with prosecutors, the division conducts victim-centered investigations.

The division also maintains dedicated Cold Case Homicide personnel, ensuring long-standing cases continue to move toward justice. In 2025, one additional cold case was solved, bringing renewed resolution to a victim's family.

326
TOTAL # OF CASES ASSIGNED

266
TOTAL CLEARED 126 WERE ON ARREST OR WARRANT

189
TOTAL **# OF SEX CASES ASSIGNED**

163
TOTAL **CLEARED 81 WERE ON ARREST OR WARRANT**

7
TOTAL **HOMICIDES ASSIGNED**

6
TOTAL **HOMICIDES CLEARED**

1 Cold Case Solved



1
COLD CASE SOLVED



86%
HOMICIDE CASES CLEARED



82%
PERCENTAGE CLEARED OUT OF TOTAL INVESTIGATIONS CASES ASSIGNED
266 of 326

INTERNET CRIMES AGAINST CHILDREN

PROTECTING CHILDREN, PURSUING JUSTICE

Cyber Guardians: Safeguarding Children in the Digital Age

The Salinas Police Department is an active participant in the ICAC Task Force, a national network dedicated to investigating and prosecuting individuals who exploit children online. Our efforts focus on identifying and apprehending offenders involved in human and sex trafficking through digital platforms. We work closely with local, state, and federal agencies, as well as non-profit organizations and community groups, to enhance our efforts in combating human trafficking and supporting victims.

Salinas PD has been designated as the regional leader for ICAC investigations and provides assistance to agencies from Monterey County, Santa Cruz County, and San Benito County with ICAC investigations. We have provided assistance to other agencies by offering our investigators' expertise on cases, access to computer forensics, an electronic detection K9, and forensic/interview van for operations.

2025 STATISTICS

2 Arrests

4 Warrant Requests

23 Outside Agency Requests

NCMEC Initiated Calls

National Center for Missing and Exploited Children

105
of Cyber Tips Received

of Cyber Tips Assigned and Closed
12

SPD Initiated Calls

82
of ICAC Reports Written

of Cases Initiated by SPD
15

Cases Closed

10

VIOLENCE SUPPRESSION TASK FORCE

VSTF: SWIFT ACTION, SAFER STREETS

The goal of the Violence Suppression Task Force (VSTF) is to keep the community of Salinas safe by working to disrupt violent crimes associated with gang activity, high-risk crimes, and narcotics sales and use of illegal drugs. VSTF Officers are sworn in as Federal Officers with HSI.

The Violence Suppression Task Force (VSTF) is part of the Northern California High Intensity Drug Trafficking Area (HIDTA) Initiative, tasked with investigating drug traffickers and Drug Trafficking Organizations (DTOs) in Monterey County.

VSTF maintains strategic partnerships with Homeland Security Investigations (HSI), Drug Enforcement Administration (DEA), U.S. Marshals, Federal Bureau of Investigation (FBI), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), California Highway Patrol (CHP), California Dept. of Corrections and Rehabilitation (CDCR) Special Services Unit (SSU), Parole, Corrections, and County Probation.

HSI serves as the primary investigative arm of the U.S. Department of Homeland Security, focusing on transnational crime and threats. Its mission is to identify, disrupt, and dismantle criminal organizations that exploit global trade, travel, and financial systems.

70 **Felony Arrests**

28 **Misdeamenor Arrests**

12 **Citations**

80 **Firearms Collected**

Total of 268 across all units



OPERATION DEAD END UPDATE

MORE GANG MEMBERS ARRESTED

The Salinas Police Department advanced its long-term effort to dismantle violent organized crime through Operation Dead End, a multi-agency RICO (Racketeer Influenced and Corrupt Organizations) nvestigation in which SPD served as a core investigative partner with Homeland Security Investigations (HSI), the U.S. Attorney's Office for the Northern District of California, Monterey District Attorney's office, and CDCR's Office of Correctional Safety. After the initial federal indictment in April 2024, a superseding federal indictment filed in December 2025 added seven additional defendants tied to the Salinas Acosta Plaza Norteños (SAP Norteños) gang.

Federal prosecutors allege the conspiracy involved 11 murders, 14 attempted murders, drug trafficking, firearms offenses, armed robberies, a firebombing, and numerous shootings between 2014 and 2024. During the second phase of Operation Dead End, 11 suspected gang members were arrested. Nine were previously arrested in 2024. The investigation remains active, and SPD continues to work closely with federal and state partners as new developments occur.

Operation Dead End underscores SPD's commitment to prevention, peace, and justice through coordinated, intelligence-driven enforcement. Alongside removing dangerous individuals and weapons, SPD remains focused on prevention, community engagement, and victim support to strengthen safety in Salinas.





"When we tell the public an investigation is ongoing and more arrests are likely, we mean it. SPD doesn't stop after the first round — we keep digging, following every lead, and identifying additional suspects until the case is fully developed. Our follow-up work throughout 2025 and into January 2026 shows that commitment in action."

- Ret. Commander Eulalio "Lalo" Villegas

OPERATION LOGGED OUT

A multi-agency operation led to the largest fentanyl drug bust in Salinas Police history*

Loggins Drug Trafficking Organization — Case Summary

In late 2024, the Salinas Police Department's Violence Suppression Task Force (VSTF) began investigating a large-scale Drug Trafficking Organization (DTO) that operated across Salinas — especially in the area of Chinatown — distributing methamphetamine, fentanyl, heroin, and other narcotics while exploiting vulnerable, unhoused residents.

Investigation

VSTF identified a coordinated runner network moving drugs from Southern California to Salinas, with the suspects following in separate vehicles. Packaging and stamp markings suggested ties to Mexican cartel associates. Investigators also found the DTO was collecting EBT cards and PINs from customers, allowing them to drain public assistance funds. This exploitation deepened the harm to already vulnerable people we are called to protect and serve.

Enforcement and Arrests

Multiple enforcement stops and search warrants resulted in repeated seizures of narcotics, cash, and evidence. *Continued on next page...*



"Through Operation Dead End and Operation Logged Out, we're sending the message to all organized crime that if we get one, we can get your entire crew, and we're going to keep going until we dismantle the organization."

- Commander Danny Warner



**Headline by Katie Rodriguez, an accomplished writer and photojournalist, published in Monterey County Now on November 12, 2025.*

OPERATION LOGGED OUT

Narcotics Seized

- 26 lbs., 13.28 oz. methamphetamine
- 6 lbs., 2.9 oz. fentanyl "M30" pills
- 17 lbs., 6 oz powder fentanyl
- 1 oz. heroin
- 11.2 g. cocaine

Drugs seized had an estimated street value in the millions.

Assets Seized:

- Over $435,000 in cash and bank accounts
- Jewelry and designer bags
- 2022 Jeep Wagoneer
- 2020 Dodge Charger
- Two firearms



Three of those warrants were executed by VSTF on October 27, 2025 at two residences and a storage unit linked to the primary suspects, arresting both of them without incident. Financial-institution warrants also resulted in major asset seizures.

Community Impact

The operation dismantled a network that profited from addiction and preyed on vulnerable residents, disrupting both street-level distribution and the financial systems sustaining the DTO.

Ongoing Commitment

SPD continues working with federal, state, and local partners and remains committed to enforcement paired with prevention, treatment, and social-service strategies to address the root causes of addiction and violence.

"Operation Logged Out dismantled a major drug trafficking network, seized substantial quantities of narcotics and firearms, and removed dangerous individuals from our community. This operation reflects the dedication and coordinated effort of every unit involved."

- Asst. Chief Luis Bravo



STATE-OF-THE-ART CRIME LAB:

LETTING EVIDENCE TELL THE STORY

Cases featured in this Annual Report exemplify how SPD's team work together at all levels - from the time a crime occurs until it is solved.

It also shows how fortunate our Department is to have the state-of-the-art Crime Lab, which plays a vital role in the criminal justice process by identifying or linking evidence in crimes to an individual or crime scene.

We can process for fingerprints, DNA, and other biological evidence. The lab consists of equipment like alternative light source systems, fuming chambers, photography equipment, and secure evidence storage, and both the Crime Lab and Crime Scene Investigations (CSI) unit are comprised of both sworn and non-sworn staff.

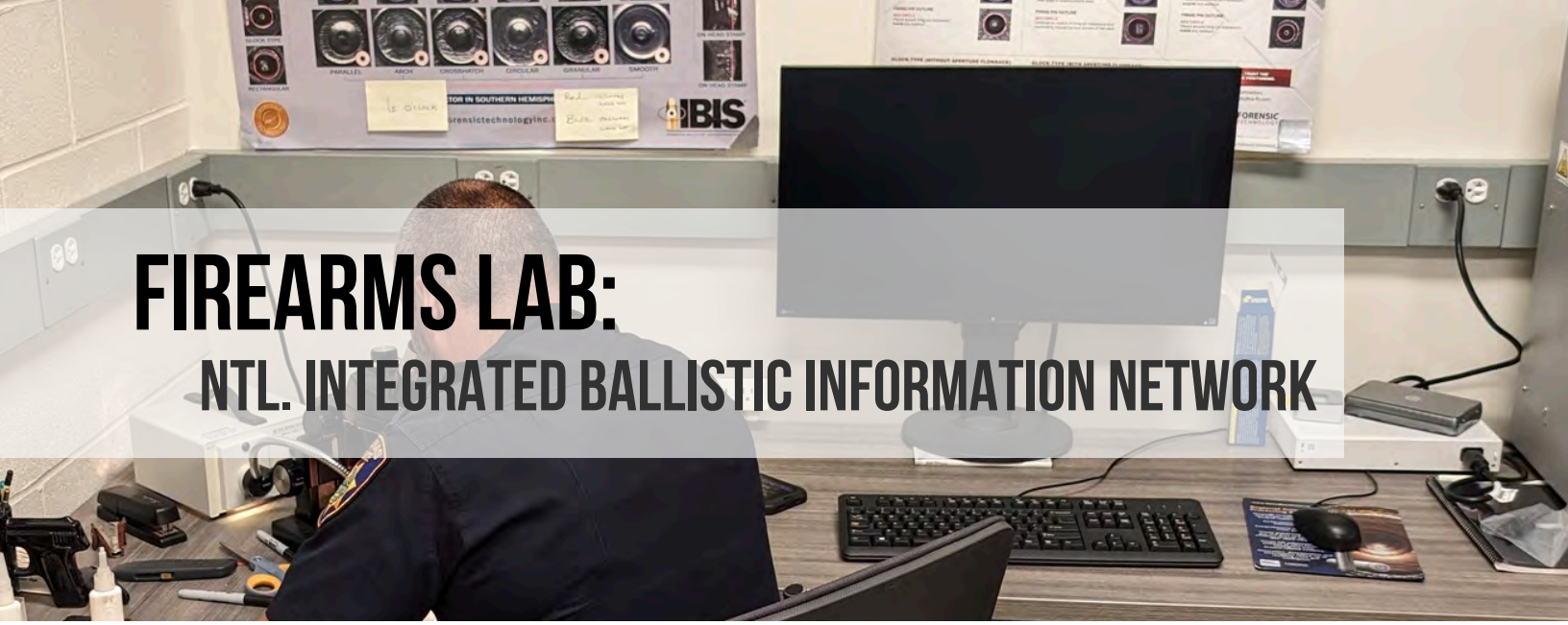
THE PEOPLE BEHIND THE EVIDENCE

"Every piece of evidence tells a story, and every scene represents someone who deserves answers - this is what drives our commitment to our work"

— Juliane Sharpe, Criminalist

COLD CASE: DECADES-OLD HOMICIDE SOLVED IN 2025

In 2025, the Salinas Police Department achieved a major milestone with the resolution of a decades-old homicide. The case involved the 1982 killing of local nightclub owner Cruz Gomez, a crime that had remained unsolved for more than forty years. Advances in DNA technology allowed investigators to re-examine preserved evidence, ultimately linking it to longtime susupect Saul Ramirez, who was already incarcerated on an unrelated matter. Through collaboration among detectives, forensic specialists, and partner agencies, the Cold Case Unit advanced a case that had long impacted the community. The breakthrough underscores the department's commitment to pursuing justice, no matter how much time has passed.



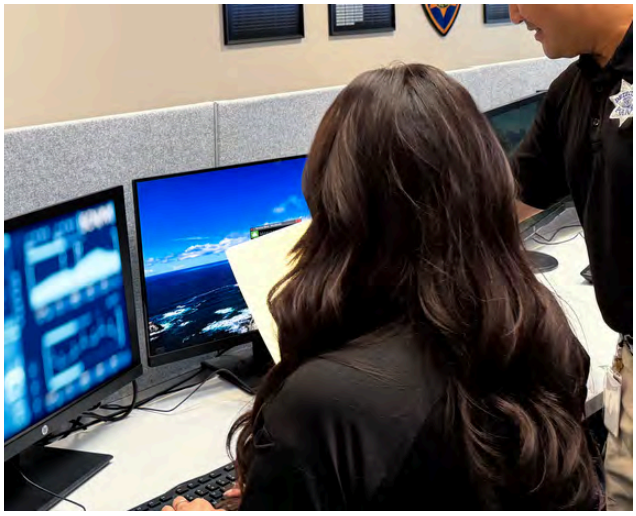
FIREARMS LAB:

NTL. INTEGRATED BALLISTIC INFORMATION NETWORK

Salinas Police Department also maintains a Firearms lab in partnership with the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). In 1997, the ATF established the National Integrated Ballistic Information Network (NIBIN) to provide local, state, tribal and federal law enforcement partners with an automated ballistic imaging network.

This technology is vital to any violent crime reduction strategy because it enables investigators to match ballistics evidence with other cases across the nation. This process also helps reveal previously hidden connections between violent crimes in different states and jurisdictions.

The ATF maintains and operates NIBIN's infrastructure at our Department at no charge to law enforcement partners, and since 2001, the Salinas Police Department has housed the NIBIN Lab. Having this NIBIN Lab between Ventura and San Jose makes this a very valuable regional asset. Together, this partnership ensures that critical ballistic evidence is rapidly analyzed and shared, which strengthens violent-crime investigations across the region.



"Our Salinas PD NIBIN technicians provide all ballistic entry support for the surrounding agencies we work with — a regional service that reflects how highly skilled our team truly is."

— Police Chief
Carlos Acosta

TRANSPARENCY AND INTEGRITY

OVERSIGHT AND TRAINING IS KEY

2,735
TOTAL NUMBER OF ARRESTS

76
USE OF FORCE REVIEWS

2025	
Total Professional Standards Complaints	**42**
Internal Complaints	12
External Complaints	30
Complaint Dispositions	
Sustained	4
Not Sustained	2
Exonerated	29
Ongoing	4
Withdrawn	3
Total Use of Force Reviews	**76**

All Use of Force (UOF) incidents are reviewed for compliance with the law and policy.

The Professional Standards Unit (PSU) ensures the Department operates safely, effectively, and with integrity. It conducts objective investigations into alleged misconduct and identifies performance and procedural trends through reviews, audits, and assessments.

PSU examines all internal and external complaints and maintains records on policies, pursuits, and use-of-force data. Every community member has the right to file a complaint, and all use-of-force incidents are reviewed with fairness and respect for both the public and employees.

Accountability & Readiness

SPD trains year-round for complex operations—including Operation Logged Out, Operation Dead End, active-shooter response, and ongoing de-escalation training—to ensure missions are carried out safely and effectively.

Personnel also completed a three-day C3 Pathways Active Shooter Incident Management course in Monterey, working through 11 integrated Police-Fire-EMS scenarios. Funded by DHS/FEMA and supported by NCIER teams, the training strengthened regional coordination, improved readiness, and reinforced essential public-safety partnerships.



Active Shooter Incident Management Training (2025)

SPECIAL WEAPONS AND TACTICS

SWAT: SAFETY FIRST, SERVICE ALWAYS

The Salinas Police Department's Special Weapons and Tactics (SWAT) team is a highly trained unit that resolves incidents too hazardous or complex for regular responders, prioritizing the preservation of human life. SWAT officers specialize in Active Shooter Intervention, ALICE (Alert, Lockdown, Inform, Counter, Evacuate), and less lethal munitions, while also training the community and other city departments in active shooter response. As a regional tactical asset, the team supports neighboring areas through mutual aid and continues to train for high-risk operations in line with Salinas PD's commitment to superior, professional, and compassionate service.



HOSTAGE NEGOTIATIONS TEAM

SAFETY FIRST, THEN SUCCESS

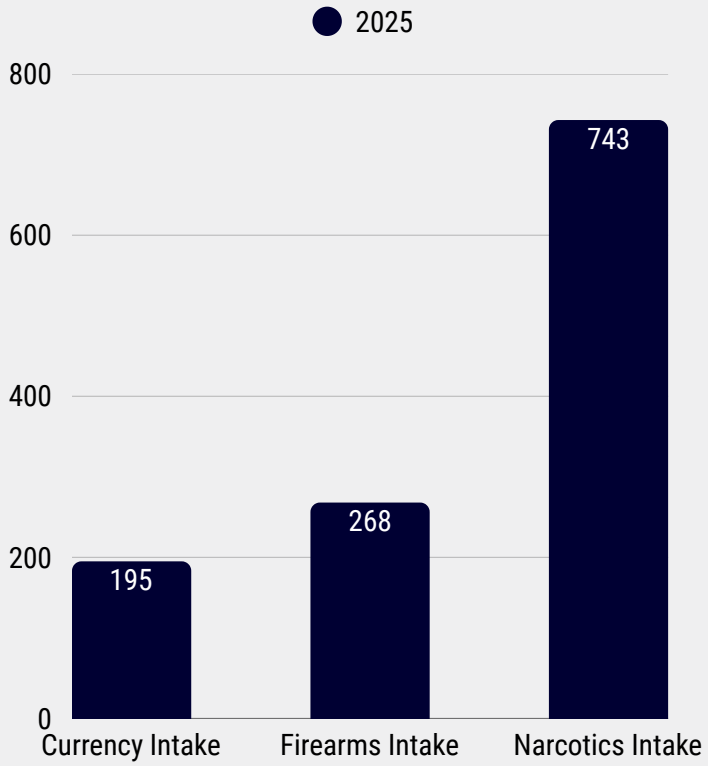
The mission of the Hostage Negotiation Team (HNT) is the preservation of life during crisis incidents. Team members receive specialized training in crisis intervention, communication, and de-escalation to secure safe resolutions in hostage, barricade, and suicidal-threat situations.

HNT continues to strengthen its capabilities through ongoing scenario-based training, collaboration with regional partners, and preparation for high-stress incidents. The team plays a critical role in resolving volatile events safely, supporting victims and families, and reducing the likelihood of force. Their work reflects the Department's commitment to thoughtful, measured responses during the most challenging situations.

PROPERTY & EVIDENCE STATISTICS

INTAKE AND OUTGOING

BREAKDOWN ON ITEMS OF INTEREST:



7,920

TOTAL OF EVIDENCE INTAKE PROCESSED

INTAKE OF CURRENCY, FIREARMS, AND NARCOTICS

1,206

195 in Currency
268 Firearms
743 Narcotics

OUTGOING | TOTAL PURGE

2,504

442 of these items were returned to owners.

Organized Retail Theft

215 # of Cases	**59** # of Arrests Made
45 # DA* Referrals	**36** # ALPRs* Utilized
*District Attorney	*Automated License Plate Recognition

Motor Vehicle Theft

Total	Description
497	Stolen Vehicles
366	Recovered
28	Arrests
6	District Attorney Referrals
26	ALPRs Used

COMMUNITY ENGAGEMENT

2025 AT A GLANCE

YOUTH CADETS
35

CADET VOLUNTEER HOURS
3,575

CADET EVENT HOURS
1,481

OF SPOT EVENTS
115

SPOT'S COMMUNITY REACH
25,308

FAMILIES AND CHILDREN AT HOLIDAY MAGIC
2,232

FAMILY PHOTOS WITH SANTA PRINTED AT HOLIDAY MAGIC
913



INVESTING IN OUR COMMUNITY

AND THE YOUTH OF OUR CITY

The Salinas Police Department is committed to partnering with residents and community organizations to prevent crime, support victims, and strengthen neighborhood well-being. Each year, we participate in and host a wide range of programs that build trust, connection, and shared responsibility for public safety. Listed below are some of the programs and events we sponsor annually:

- National Night Out
- Cops and Conversations
- Neighborhood Watch
- Holiday Magic with SPD
- Halloween at SPD
- First Day of School Welcoming Event
- Salinas Police Youth Cadet Program
- Salinas Police Outreach Team (SPOT)
- RISE Diversion Program

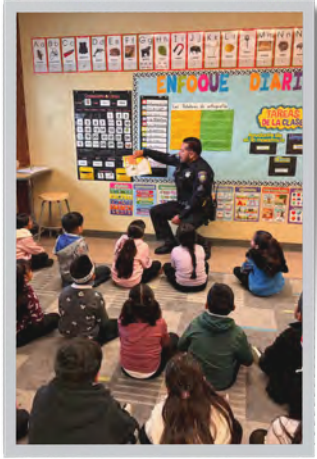
We also support many community events and organizations each year, including:

- Community Alliance for Safety and Peace
- Police Activities League (PAL)
- Annual March for Peace
- California Rodeo Salinas
- Fantasy Flight
- Día del Niño

Several of these initiatives are highlighted in the pages ahead, showcasing the partnerships that strengthen our community.













A FEW COMMUNITY EVENTS

SALINAS POLICE: COPS WHO CARE



Autism Awareness Month

Salinas PD proudly supports autism awareness. Throughout April, officers wear special pins and badges to highlight the cause. We also offer "Meet the Police" forms in our lobby to better serve individuals with Autism Spectrum Disorder.



Cops and Conversations

This is an initiative by the Salinas Police Outreach Team (SPOT)—enhances relationships between officers and the community through open dialogue and mutual understanding, fostering a safer, more united city.



First Day of School & Traffic Safety

Salinas PD officers welcome students on their first day of school annually, and support organizations distributing school supplies. Our Patrol Division and Traffic Unit also make sure our community drivers are taking extra precautions and following speed limit laws.



National Night Out

A neighborhood event to promote police and community partnerships. It is always held on the first Tuesday in August. It enhances the relationship between neighbors and law enforcement while building a true sense of community.



SIGNATURE PROGRAMS

POLICE ACTIVITIES LEAGUE
PAL

SALINAS POLICE YOUTH CADETS
(Previously Explorer Program)

SALINAS POLICE OUTREACH TEAM
SPOT

YOUTH DIVERSION PROGRAM
Launched in 2025

We know being a police officer entails so much more than being a first responder for calls. We understand the great responsibility that comes with being a role model for our community's youth. The Salinas Police Department invests in these relationships through youth programs and community events. Our hope is to impact a child's life - any child - in a powerful, transformative way.

The Salinas Police Department invests deeply in youth through mentorship, leadership development, and year-round engagement. Our Youth Cadet Program continues to grow rapidly, with 35 cadets in 2025. PAL provides free programs for youth ages 5–18, promoting teamwork, integrity, and positive connections with officers, and youth engagement remains a core priority, reflected in events such as the First Day of School Red Carpet, Santa's Express, National Night Out, Cops & Conversations, Autism Awareness Month, Open Houses, and other events.

New in 2025, the RISE Youth Diversion Program (Restoration | Intervention | Strength | Education) provides restorative, community-based alternatives to arrest. The program connects youth with counseling, mentorship, and tailored support to help them address challenges without entering the court system.

RISE 1st Year Statistics

15 Completed Diversions

4 4 Youth still in Diversion as of Dec. 31, 2025



SALINAS POLICE OUTREACH TEAM

"SPOT" COMMUNITY AND YOUTH ENGAGEMENT

The Salinas Police Outreach Team (SPOT) is devoted to a wide range of community policing and outreach activities focused on:

- Prevention
- Intervention
- Education

SPOT is dedicated to fostering positive police-community relations through effective communication, comprehensive programs, strategic partnerships, and volunteer opportunities. We believe that by building strong relationships and collaborating closely, our residents and law enforcement officers can establish a foundation rooted in trust and quality service. Our initiatives include implementing youth prevention programs, proactively addressing public safety concerns, launching a new Youth Diversion Program designed to offer kids a second chance, and giving presentations to organizations.

Although we already had administration staff and officers who regularly volunteered their time to give presentations and participate in school or community events, the development and expansion of SPOT has enabled the Department to make a much bigger impact in our community.

Our SPOT team includes an administrative analyst, two community outreach assistants and two police officers on a collateral basis. Additional oversight is provided by the Police Services Administrator, a Sergeant, a Commander, and the Chief of Police. Numerous SPD professional staff and officers also volunteer their time to this worthwhile mission, and the feedback from the youth and community has been extremely positive. SPOT is making a difference in our community!

SPOT SUCCESSES!

SINCE 2023, WE HAVE INCREASED REACH BY 735%

WHAT "SPOT" DOES

SCHEDULE US!
Email:
SPOT@salinas.gov

What we do...

- School/Community Presentations
- Classroom Visits
- Community Events
- Build Community Partnerships
- Spontaneous Interations with Youth and Others

We also oversee:

- Youth Cadet Program
- Youth Diversion Program, RISE (Restoration, Intervention, Strength, and Education)

While SPOT provides the primary tracking, many other officers and staff also contribute to outreach throughout the year, meaning our true impact is even greater.

2023	2024	2025
EVENTS 22	EVENTS 102	EVENTS 115
YOUTH CADETS 11	YOUTH CADETS 22	YOUTH CADETS 35
ANNUAL REACH 3,033	ANNUAL REACH 19,165	ANNUAL REACH 25,308

COPS AND CONVERSATIONS

ENGAGEMENT THROUGH DIALOGUE

In 2025, the Salinas Police Department modified "Coffee with a Cop" to a more comprehensive initiative to benefit our community.

"Cops and Community Connections – Building Bridges, One Conversation at a Time" is an initiative created by our Salinas Police Outreach Team (SPOT) designed to strengthen the bond between law enforcement officers and the community we serve. By fostering open communication and mutual understanding, we can create a safer, more united community for all.

















NATIONAL NIGHT OUT

CONNECTING WITH OUR COMMUNITY

National Night Out returned to the Salinas Sports Complex this year, hosted by the Salinas Police Department with participation from city departments, community agencies, and other local, state, and federal law enforcement agencies. The event drew a large community turnout for demonstrations, games, and neighborhood-building activities, creating opportunities for face-to-face interactions that fostered greater understanding, empathy, and cooperation between residents, officers, and community partners. It was estimated that 2,000 people attended in 2025.









CELEBRATING TOGETHER

COMMUNITY SPIRIT ON DISPLAY















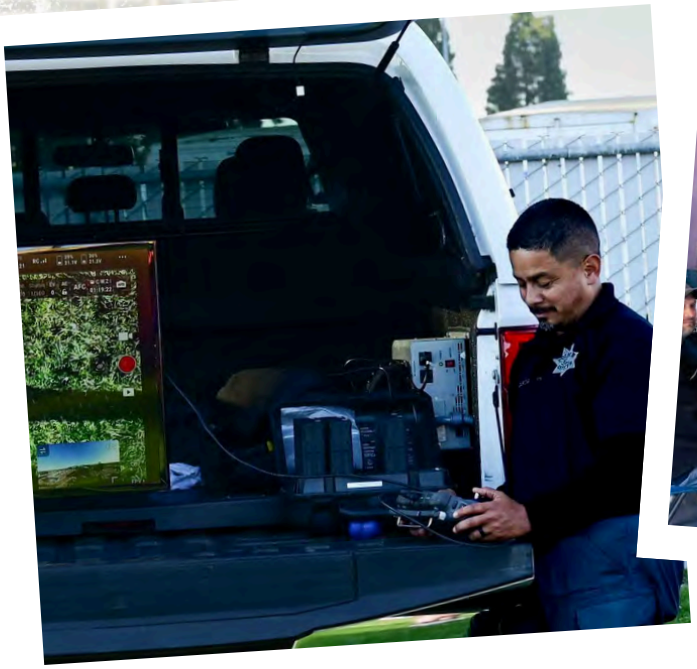

Meals on Wheels
831.758




GOLDEN GOURMET
KEEP FROZEN
GOLDEN GOURMET
KEEP FROZEN








Welcome




QUESTIONS OR COMMENTS
Salinas Police Department





HOLIDAY MAGIC 2025

SHARING HOLIDAY CHEER THROUGHOUT THE CITY

The Salinas Police Department launched Holiday Magic, a new citywide event that brought families together for free photos with Santa at several locations across Salinas. The Salinas Police Outreach Team (SPOT) sponsored and organized the event, helping ensure each stop was welcoming, festive, and accessible to families throughout the community.

In addition to the photo events, SPD also sponsored a citywide toy giveaway, a tradition originally started by Commander Gerardo Magaña. What began as his personal effort to bring joy to local children has grown into a department-wide initiative, with professional staff, officers, sergeants, and commanders all participating each December. SPD also partnered with several community organizations to collect, organize, and distribute toys to families across Salinas.

While the SPOT team is pictured throughout this section, Holiday Magic and the annual toy giveaway reflect the collective commitment of the entire Department. Staff from every division volunteer their time for outreach, educational programs, and community celebrations year-round, helping strengthen trust and connection with the families they serve.



Holiday Magic with Santa - 4 Nights

- 513 families registered for photos with Santa
- 1,807 families and children attended

La Posada at Laurel Townhomes in Acosta Plaza

- 425 families and children attended
- Toys distributed to 321 children
- 200 photos with Santa (400 prints)





YOUTH CADET EVENTS

3,575 VOLUNTEER HOURS!

- SALINAS RODEO
- SALINAS AIRSHOW
- EL GRITO FESTIVAL
- HOLIDAY MAGIC
- NATIONAL NIGHT OUT
- PEBBLE BEACH FOOD & WINE EVENT
- SALINAS DAY
- CONCOURS D' ELEGANCE
- PAL CAR SHOW
- PARADE OF LIGHTS

Cadets also participated in the PURE Insurance Championship, MotoAmerica Indy Car, Rolex Reunion, Gridlife, SARC Super Hero Summer Festival, and more!



YOUTH CADET ACADEMY

BUILDING TOMORROW'S LEADERS





Santa Clara Cadet Graduates

Gianna Bilodeau
Jaime Jimenez
Arturo Lustre
Joel Prado Morales
Evelyn Rubio
Ivan Samaniego
Maribel Sanchez,
Physical Fitness Award

In July 2025, seven Salinas Police Youth Cadets completed the three-week Santa Clara Summer Law Enforcement Youth Cadet Academy in Morgan Hill, enduring early mornings, late nights, and rigorous hands-on training in first aid/CPR, patrol procedures, officer safety, communications, law enforcement powers, and corrections fundamentals.

The academy blends classroom instruction with scenario-based exercises to deepen practical knowledge and prepare cadets for real-world challenges, while emphasizing leadership, responsibility, teamwork, ethical decision-making, and confidence — qualities that will serve them whether they pursue careers in law enforcement or community leadership.

One cadet earned the Top Female Physical Fitness award, a testament to exceptional dedication and conditioning; we're proud of their commitment and excited to watch these young leaders grow.

ANNUAL AWARDS

The Salinas Police Department proudly celebrated the 2025 Employee Recognition Ceremony, honoring the dedication and professionalism of our staff. This annual event recognizes the individuals whose service, achievements, and daily commitment strengthen our department and the community we serve.

This year, we acknowledged employees reaching significant service anniversaries, as well as those who earned Letters of Achievement for exemplary performance and contributions. Their names are listed below in recognition of their hard work and impact.

In the pages that follow, we highlight the recipients of our annual awards, including Investigator of the Year, Officer of the Year, Professional Staff of the Year, and the officers recognized with Outstanding Police Duty Awards.

LETTERS OF ACHIEVEMENT

Stephen Craig, Joseph Kinney, Chris Neff & Mario Reyes
Katherine Linnane & Rosa Quintero
Melanie Magana & Jessica Uribe
Cristina Barajas
Eduardo Bejarano
Jose Fletes
Luis Martinez
Raul Rosales
Christopher Sandoval
Yanine Velazquez

RECOGNITIONS FOR YEARS OF SERVICE

Robert Balaoro - 25 years
Luis Bravo - 25 years
Adolfo Lopez - 25 years
Raul Rosales - 20 years
Gabriel Gonzalez - 20 years
Evelia Marr - 20 years
Robert Zuniga - 15 years
Pedro Gomez Jr - 15 years
Robert Miller - 15 years
Francisco Maldonado - 10 years
Isidoro Medrano - 10 years
Luis Toribio - 10 years
Stephanie Morales - 5 years
Johnathan Flores - 5 years
David Flores - 5 years
Alejandro Jimenez - 5 years
Jonathan Juarez - 5 years
Jared Reyes - 5 years
Cassandra Schmidt - 5 years
Andres Torres-Quintero - 5 years
Steven Villaneda - 5 years
Amber Wasson - 5 years
Christopher Webb - 5 years

PROMOTIONS

ELEVATING EXCELLENCE

The Salinas Police Department is committed to recognizing and supporting staff through professional development and career advancement. In 2025, we promoted seven members to expand leadership across command, patrol supervision, investigations, and forensic services, strengthening operational continuity and investigative capacity. These appointments included:

Luis Bravo — Assistant Chief
Kendall Gray — Commander
Anthony Garcia — Sergeant
Alex Zamora — Sergeant
Robert Zuniga — Sergeant
Melissa Roman — Forensic Specialist
Terra Pullum — Investigative Specialist

"These promotions reflect both individual achievement and the department's commitment to developing leadership from within. Each appointee brings valuable experience and a dedication to community safety that strengthens our operational readiness. By investing in our people, the Salinas Police Department continues to build a skilled, resilient workforce prepared to meet the community's evolving needs."

- Chief Carlos Acosta










SALINAS POLICE DEP






SALINAS POLICE DEPARTMENT

OFFICER OF THE YEAR

OFFICER CHRISTOPHER WEBB



Officer Christopher Webb was selected as the 2025 Officer of the Year* for his exceptional professionalism, steady leadership, and consistent performance during the year's most critical incidents.

Serving as both a Crime Scene Investigator and Hostage Negotiator, he contributed to nearly every major event in 2025, including the child-hostage barricade where his calm presence and precise evidence work supported a safe resolution and successful prosecution, earning him the Outstanding Police Duty Award.

Officer Webb's leadership extends beyond investigations. He was selected as a Field Training Officer and frequently volunteered as Officer-in-Charge during nights, weekends, and holidays, ensuring continuity of operations during staffing shortages. He also led a months-long effort to resolve chronic encampment issues at 50E Market Street, partnering with management and the Homeless Outreach Team to restore safety and quality of life for residents.

Officer Webb has further distinguished himself through professional development, earning selection into the competitive Emergence Program at the Naval Postgraduate School's Center for Homeland Defense and Security, where he is on track to graduate in early 2026. His sustained excellence, trusted judgment, and service-above-self approach have earned deep respect across the department, making him a clear and deserving choice for the 2025 Officer of the Year. Congratulations, Officer Webb!

**Officer Webb also received an Outstanding Police Duty Award, included in this section.*

INVESTIGATOR OF THE YEAR
DETECTIVE CIRO BARBOZA



Detective Ciro Barboza* was selected as the 2025 Investigator of the Year for his exceptional investigative skill, steady professionalism, and consistent performance on the department's most complex cases. Throughout the year, he demonstrated strong case-building ability, meticulous attention to detail, and a calm, methodical approach that earned the trust of supervisors and partner agencies.

Detective Barboza's work routinely advanced major investigations and contributed directly to successful outcomes for victims and the community.

Detective Barboza's leadership and reliability set him apart. He is frequently called upon to manage high-stakes follow-ups, coordinate with outside agencies, and support patrol officers with timely investigative guidance. His ability to quickly analyze information, identify key leads, and move cases forward has made him one of the unit's most dependable detectives. He consistently takes on additional responsibilities without hesitation, ensuring continuity and momentum during demanding investigations.

Beyond his technical expertise, Detective Barboza brings professionalism, humility, and a strong sense of service to every assignment. He is known for his collaborative approach, his willingness to mentor newer officers, and his commitment to delivering thorough, victim-centered work. His sustained excellence, trusted judgment, and dedication to the mission earned him recognition as the 2025 Investigator of the Year. Congratulations!

**Detective Barboza was promoted to Sergeant in early 2026. Full article included in report.*

PROFESSIONAL OF THE YEAR

CSO ALONSO REYES



Community Service Officer Alonzo Reyes was selected as the 2025 Professional Staff of the Year for his exceptional dedication, adaptability, and consistent high-level performance.

After transitioning into the Community Service Officer (CSO) role following a long public-service career, he quickly became a trusted and reliable member of the team. His professionalism, steady presence, and willingness to take on challenging assignments have made him an invaluable resource to both supervisors and patrol officers.

CSO Reyes' work ethic and productivity stand out across the department. He routinely arrives early, contributes to positive briefing environments, and consistently exceeds expectations. Since the start of the year, he has authored 137 initial reports, completed 35 supplemental investigations, and handled 9 collision reports, all while volunteering for overtime to maintain service levels and support vehicle-abatement operations. His initiative was especially evident during a March 2025 commercial-burglary follow-up, where his proactive BOL alert (Be On the Lookout) helped identify and lead to the arrest of a repeat theft and fraud suspect.

Beyond his technical contributions, CSO Reyes strengthens team cohesion by organizing activities that build morale and create a supportive work environment. His simple statement —"I always try to do my job as best I can"—captures the mindset he brings to every shift: humble, conscientious, and committed to excellence. His professionalism, reliability, and positive influence made him an exceptional representative of the division and a fitting recipient of the 2025 Professional Staff of the Year. Congratulations, Officer Alonzo!

POLICE DUTY AWARD

TWO DESERVING OFFICERS

Officer Joseph Marfia & Officer Jared Reyes


Marfia


Reyes

On October 26, 2024, officers responded Code 3 to a large fight on Eagle Drive where weapons were reportedly involved. While responding, Officer Steven Villaneda was struck by another vehicle at the intersection of East Market Street and Williams Road, causing his patrol car to hit a pole and roll several times before coming to rest on its roof.

Officer Villaneda was unconscious and suffering from a severe head injury when Officers Joseph Marfia and Jared Reyes arrived. They immediately began lifesaving care, with Officer Marfia applying direct pressure to control heavy bleeding while Officer Reyes stabilized his cervical spine to prevent further injury.

Throughout the incident, both officers remained calm and focused, communicating with Officer Villaneda as he regained consciousness and keeping him stable until Salinas Fire and AMR arrived. They provided a full medical assessment to paramedics, and Officer Marfia continued applying direct pressure while accompanying him to Natividad Medical Center.

Medical staff later confirmed that their swift actions prevented life-threatening blood loss and minimized additional neck and spine injuries. Officers Marfia and Reyes demonstrated exceptional courage, professionalism, and decisive lifesaving care, earning recognition with the Outstanding Police Duty Award.

POLICE DUTY AWARD
CHRISTOPHER WEBB

Officer Christopher Webb
Also named as 2025 Officer of the Year



Officer Christopher Webb is recognized with the Outstanding Police Duty Award for his exceptional performance during a critical incident on May 16, 2025. Officers responded to a violent domestic assault in which the suspect stabbed his girlfriend and fled with his seven-year-old child, using the child as a hostage. After a multi-agency pursuit involving the California Highway Patrol, the suspect's vehicle was stopped in heavy traffic, leading to a tense standoff in which he threatened to kill himself and the child.

Serving as the primary hostage negotiator, Officer Webb demonstrated remarkable composure, tactical awareness, and emotional intelligence. He quickly established rapport with the volatile suspect, maintaining steady communication while officers prepared a plan to safely intervene. When the suspect extended his hand for a handshake, Officer Webb recognized the critical opening and acted decisively, allowing officers to pull the suspect from the vehicle and take him into custody without further violence.

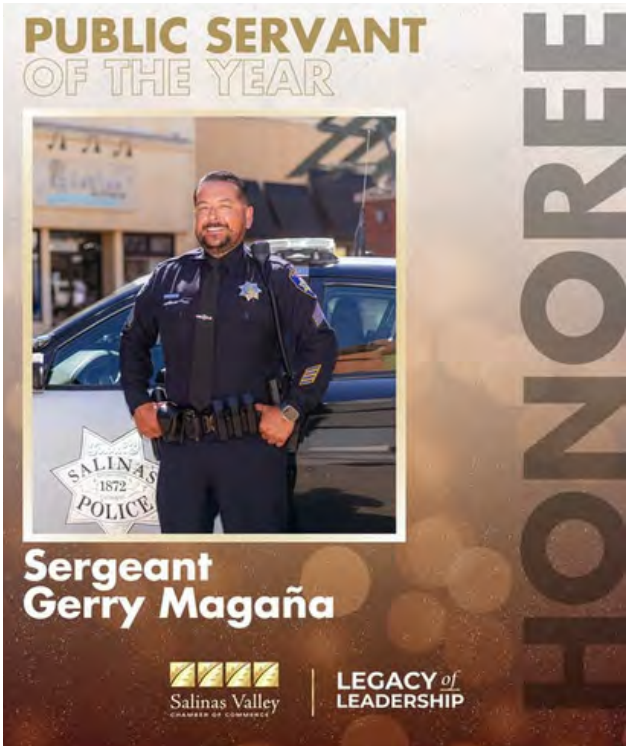
Officer Webb's calm under pressure, sound judgment, and ability to connect with a dangerous individual directly contributed to the safe rescue of the child, who was unharmed. His professionalism and courage throughout this high-risk incident reflect the highest standards of the Salinas Police Department and exemplify the qualities honored by the Outstanding Police Duty Award.

2025 SERVANT OF THE YEAR
GERARDO MAGAÑA

Sgt. Gerardo "Gerry" Magaña* was honored as the Salinas Valley Chamber of Commerce Public Servant of the Year, a recognition that celebrates exceptional dedication, leadership, and service to the community. The award highlights Sgt. Magaña's sustained commitment to public safety and wellbeing across Salinas and acknowledges the measurable benefits his work has delivered to residents and colleagues.

A first-generation American with deep roots in Salinas, Sgt. Magaña has served the department for 21 years in roles ranging from patrol and special operations to the Violence Suppression Task Force, sexual assault investigations, canine handling, and the Mounted Unit. His academic background in criminal justice complements a career defined by versatility, professionalism, and a steady presence in neighborhoods and schools.

Beyond policing, Sgt. Magaña is known for long-running community programs—most notably leading the Annual Christmas Toy Drive in East Salinas for nearly two decades—and for year-round outreach such as public talks and Spanish-language radio updates. His leadership fosters trust, strengthens community ties, and exemplifies the department's commitment to service; we are proud to celebrate him as the 2025 Public Servant of the Year.



Sgt. Gerardo Magaña was promoted to Commander in early 2026.

RETIREMENTS

GRATITUDE FOR THEIR SERVICE

27 YEARS



COMM. SERV. OFFICER
MARYLOU AGUAYO

10/19/1998 - 7/30/2025

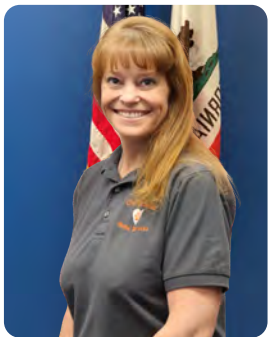
26 YEARS



COMMANDER
EULALIO VILLEGAS

9/13/1999 - 12/27/2025

25 YEARS



ANIMAL SVCS. OFFICE ASST.
RAYNE COLEMAN

12/13/1999 - 8/13/2025

19 YEARS



OFFICER
JEFF MUNOZ

5/8/2006 - 11/19/2025

24 YEARS



OFFICER
BYRON GANSEN

1/8/2001 - 9/5/2025

23 YEARS



OFFICER
ANTHONY YATES

12/23/2002 - 11/1/2025

19 YEARS



SERGEANT
ALBERTO DURAN

8/9/2006 - 12/29/2025

8 YEARS



COMM. SERV. AIDE
CLAUDIA QUALTIRE

9/14/2017 - 3/28/2025

7 YEARS



OFFICER
CLIFTON SMITH

1/27/2017 - 8/13/2025

5 YEARS



K9 BROWSER

Assigned to Internet Crimes Against Children (ICAC)

2021 - 2025

MEMORIES



















OUR FUTURE













GUARDIANS OF DUTY AND RESPECT

STANDING WATCH WITH HONOR

The Salinas Police Department Honor Guard, led by Commander James Arensdorf, represents SPD at memorials, parades, and official ceremonies, honoring fallen officers, veterans, and community leaders with respect and dignity.





Salinas Officers helped raise funds for the 2025 Police Unity Tour, supporting the National Law Enforcement Officers Memorial and honoring all those who gave their lives in service, including fallen Salinas Officer Jorge David Alvarado Jr. and Officer Edgar Claude Smith.



The Honor Guard and Salinas Police Department solemnly remember the victims and first responders of 9/11.

Line-of-Duty Losses:

Officer Jorge Alvarado, Jr.
EOW: February 25, 2022

Patrolman Edgar Smith
EOW: April 1, 1945

K9 Klief
EOW: March 17, 2004

Unit Commander
Cmdr. J. Arensdorf

Unit Supervisors
Sgt. G Contreras
Unit Coordinator
Ofc. R. Rosales

Team Leaders
Ofc. J. Kinney
Ofc. I. Kile

Honor Guards
Detective D. Crabill
Detective L Toribio
Ofc. R. Balaoro
Ofc. K. Linnane
Ofc. E. Garcia
Ofc. D. Lucas
Ofc. J. Marfia

For more information, visit SPD's Fallen Officers webpage at: www.police.salinas.gov/fallen-officers/.

SALINAS POLICE DEPARTMENT

2025 Annual Report



Annual Report brought to you by:

SPD Commanders, Sergeants, Officers, and Professional Staff

312 E Alisal St., Salinas, CA 93901

Emergency Call: 911 | Non-Emergency Call: 831.758.7321

Anonymous Tip Line: 831.775.4222

The members of the Salinas Police Department would like to take this opportunity to thank our city leaders and the people of Salinas for their support. The partnerships that exist between the community and our police department are vital to preventing and solving crimes, while preserving a safe city for all to enjoy.

We appreciate you.

www.police.salinas.gov www.joinspd.salinas.gov

2025 ANNUAL REPORT OVERVIEW

KEEPING SALINAS SAFE

Chief
Carlos Acosta

SERVING WITH HONOR & INTEGRITY

Salinas Police DEPARTMENT



CALLS FOR SERVICE AND ARRESTS

ALL CALLS FOR SERVICE

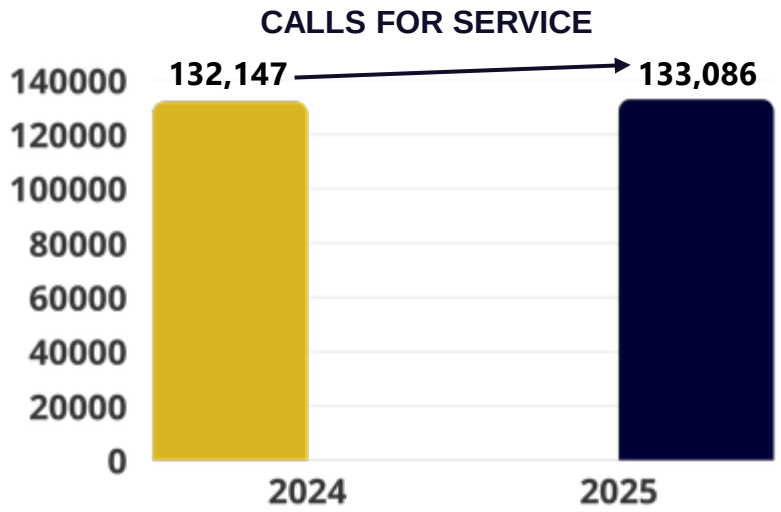
133,086

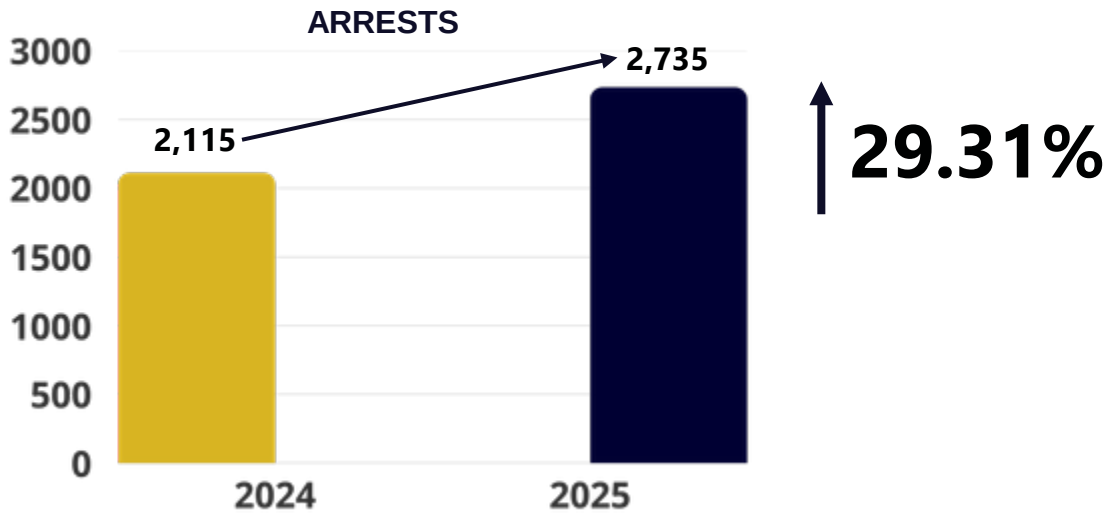
TOTAL ARRESTS MADE

2,735

2024 – 2025 COMPARISON

CALLS AND ARRESTS COMPARISON				
METRIC	2024	2025	Increase	Percentage Increase
Calls for Service	132,147	133,086	939	0.71%
Arrests	2,115	2,735	620	29.31%





STAFFING

SWORN OFFICERS

161 **AUTHORIZED (includes 4 frozen)**
157 Funded
18 Vacancies (includes 4 frozen)
143 Sworn Officers Filled
5 Police Recruits
138 Sworn Officers
14 **Officers to Hire**

$20 - 40K Hiring Incentive

Oral Board Workshop

Dedicated Website & Team

PROFESSIONAL/CIVILIAN STAFF

55 **AUTHORIZED**
55 Funded
12 Vacant
43 Professional Positions Filled
12 **Positions to Hire**

2025 ORAL BOARD WORKSHOP FOR CANDIDATES



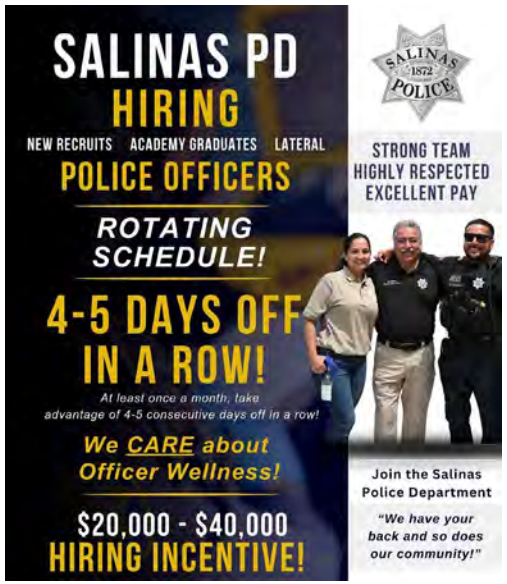
SIGNIFICANT STAFFING ACCOMPLISHMENTS

SWORN OFFICERS

- **REDUCED OFFICER VACANCIES**
  - 22 **vacancies** at the end of 2024 **down to 14** at the end of 2025, a **36.36% decrease in ONE year**
- **FILLED POSITIONS**
  - **128 sworn staff** on 1-1-2025
    143 on 1-31-2025
    150 sworn on 4-30-2026
  - **11.72% increase** in sworn officers



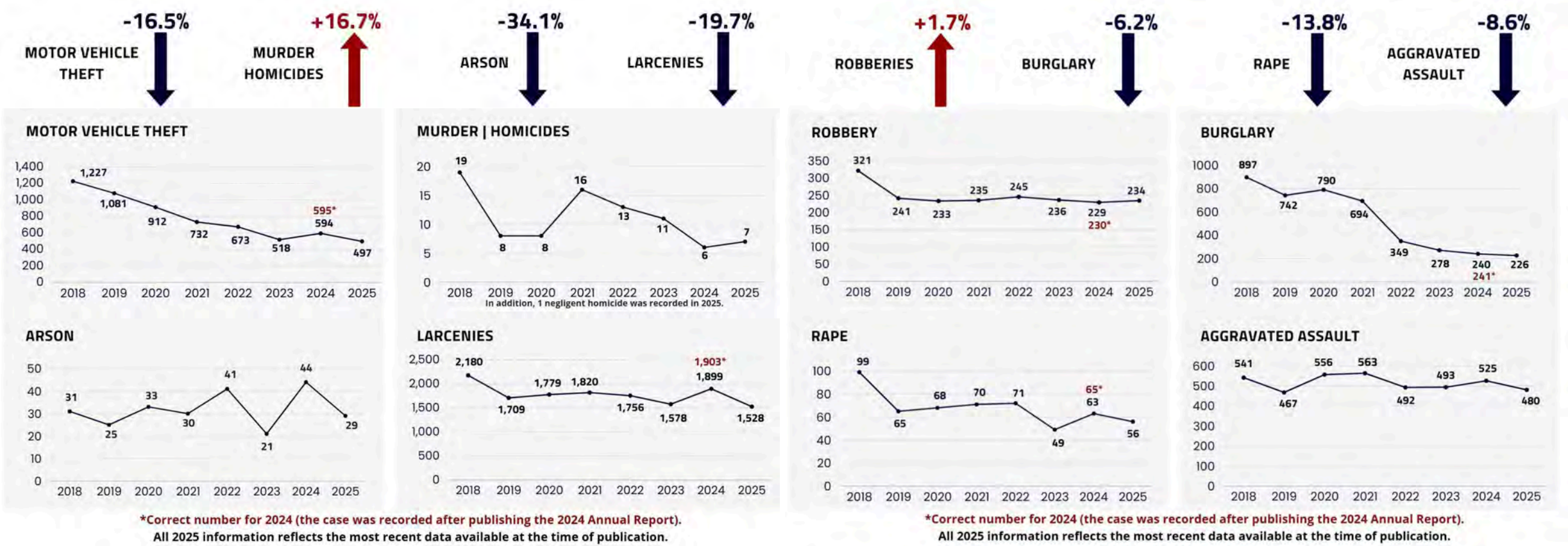








CRIME STATISTICS AND TRENDS

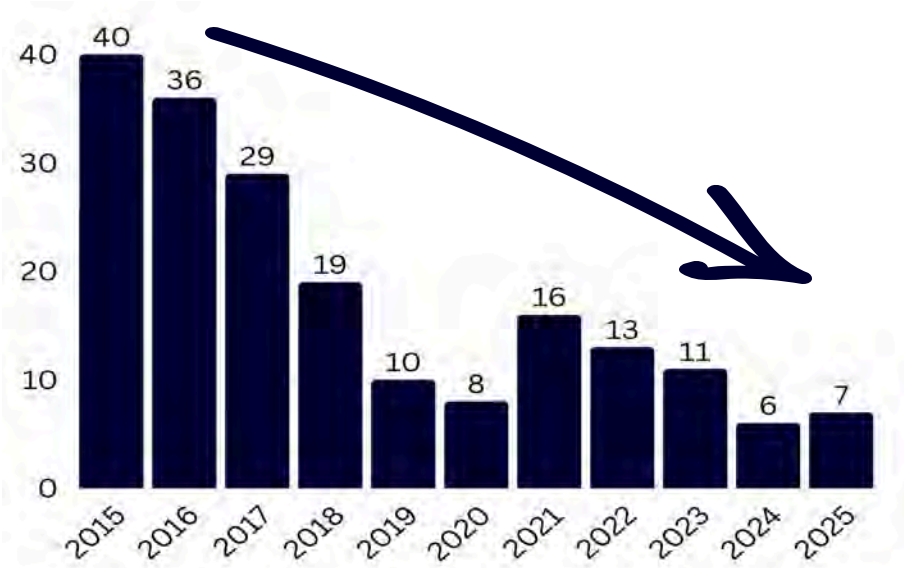


*Correct number for 2024 (the case was recorded after publishing the 2024 Annual Report).
All 2025 information reflects the most recent data available at the time of publication.

*Correct number for 2024 (the case was recorded after publishing the 2024 Annual Report).
All 2025 information reflects the most recent data available at the time of publication.

HOMICIDE SOLVE RATE

2015 – 2025 HOMICIDE TREND



BENCHMARKS

National Average (FBI): 61.4%

California Average (DOJ): 63%

SPD exceeds both benchmarks.

2025 HOMICIDES

7 HOMICIDES

6 SOLVED (86%)

When accounting for cases solved after year-end, the Department achieved final solve rates of 91% in 2023, 83% in 2024, and 86% in 2025.

INVESTIGATIONS | COMMITTED TO JUSTICE

326
TOTAL
INVESTIGATIONS CASES
ASSIGNED

266
TOTAL
CLEARED
126 ON ARREST OR WARRANT

7
TOTAL
HOMICIDES
ASSIGNED

6
TOTAL
HOMICIDES
CLEARED

1
NEW
MISSING PERSON
CLEARED

1
TOTAL
COLD CASE
CLEARED



82% **(81.6%)**

PERCENTAGE OF INVESTIGATION CASES CLEARED OUT OF TOTAL ASSIGNED – 266 CLEARED OF 326



86% **(85.71%)**

HOMICIDE CASES SOLVED
6 OF 7



1

COLD CASE SOLVED

1982 murder of nightclub owner Cruz Gomez. Investigators used newly developed DNA technology to link evidence to longtime suspect Saul Ramirez, who was already incarcerated.

VIOLENCE SUPPRESSION TASK FORCE

The goal of the Violence Suppression Task Force (VSTF) is to keep the community of Salinas safe by working to disrupt violent crimes associated with gang activity, high-risk crimes, and narcotics sales and use of illegal drugs.

70 FELONY ARRESTS

28 Mmisdemeanor ARRESTS

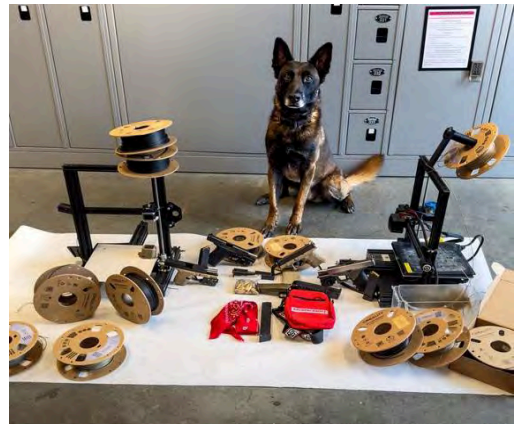
80 FIREARMS COLLECTED

12 CITATIONS

268 TOTAL FIREARMS CHECKED INTO EVIDENCE IN 2025







OPERATION DEAD END UPDATE

The Salinas Police Department continued its long-term effort to dismantle violent organized crime through Operation Dead End, a multi-agency Racketeer Influenced and Corrupt Organizations (RICO) investigation in which SPD served as a core investigative partner.

OPERATION DEAD END UPDATE

Federal RICO case — Salinas Acosta Plaza Norteños

- Superseding indictment added 7 more defendants
- 11 murders, 14 attempted murders alleged
- Drug trafficking, firearms, armed robberies
- Firebombing and shootings (2014–2024)



OPERATION LOGGED OUT

A VSTF investigation exposed and dismantled the Loggins Drug Trafficking Organization, which moved methamphetamine, fentanyl, heroin, and other narcotics into Salinas and exploited unhoused residents; coordinated warrants in October 2025 resulted in the largest fentanyl drug bust in Salinas Police history. The seizure included drugs with an estimated street value in the millions; both primary suspects were arrested, along with multiple additional arrests connected to the investigation.

NARCOTICS SEIZED

- 26 lbs., 13.28 oz. methamphetamine
- 6 lbs., 2.9 oz. fentanyl “M30” pills
- 17 lbs., 6 oz powder fentanyl
- 1 oz. heroin
- 11.2 g cocaine

ASSETS SEIZED

- Over $435,000 in cash and bank accounts
- Jewelry and designer bags
- 2022 Jeep Wagoneer
- 2020 Dodge Charger
- Two firearms



REGIONAL EVIDENCE PROCESSING CENTER





ATF State-of-the-Art Firearms Lab

- **The only NIBIN Firearms Lab between Ventura and San Jose:** We support agencies across the Central Coast.
- **Fast, Reliable Results:** Rapid ballistic imaging that links shootings and reveals multi-jurisdictional crime patterns.
- **Specialized Staff:** All of our technicians are highly trained in NIBIN protocols and advanced ballistic-analysis procedures.
- **Stronger Investigations:** ATF-supported infrastructure allows quick evidence sharing that enhances violent-crime case investigations.

ORGANIZATIONAL WELLNESS

HOLISTIC APPROACH

Holistic, Multi-layered Approach

- PSYCHOLOGICAL SUPPORT
- PHYSICAL WELLNESS
- FAMILY WELLNESS
- POLICY-LEVEL ACTIONS

Emotional Well-Being – Peer Support Team, Chaplains, and ongoing wellness education.

Physical Health – Active, healthy lifestyles, sleep education, annual health screenings, and professional coaching and wellness platforms and services.

Work-Life Balance – Officers don't serve alone: family events, spouse/partner support groups, and stress-management resources.

Leadership's Support Systems – Overtime and shift-rotation review, staffing improvements, professional development and promotions, and the addition of our Facility Support Dog.



Meet Sage, our new Facility Dog!

VICTIM SERVICES AND YOUTH DIVERSION

VICTIM SERVICES



441 Victims Served



2,869 Services Provided

**Numbers may include multiple contacts or referrals per individual.*



577 Referrals to Outside Agencies

YOUTH DIVERSION

First Year Summary of Statistics

15 Completed Diversions

4 Youth Still in Diversion

Note: There were 7 still in Diversion as of Dec. 31, 2025

SALINAS POLICE OUTREACH TEAM

The Salinas Police Outreach Team (SPOT) builds trust in the community by connecting our youth and community with officers, resources, and real-time problem-solving support.

Examples of What We Do

- School and Community Presentations
- Classroom Visits
- Presentations at Community Organizations
- Participation at Community Events
- Restoration, Intervention, Service, and Education (RISE - Youth Diversion)
- Spontaneous Interactions with Youth and Others

We also oversee…

- Youth Cadet Program
- Youth Diversion Program, RISE (Restoration, Intervention, Strength, and Education)

Annual Reach by Year

25,308
115 Events in 2025
735% INCREASE!
SINCE 2023

19,165
102 Events in 2024

3,033
22 Events in 2023







SPD CADET PROGRAM

EVENTS

- SALINAS RODEO
- SALINAS AIRSHOW
- EL GRITO FESTIVAL
- SEA OTTER CLASSIC
- NATIONAL NIGHT OUT
- VETERANS DAY PARADE
- PEBBLE BEACH FOOD & WINE EVENT
- PAL CAR SHOW
- PARADE OF LIGHTS

Cadets also participated in the PURE Insurance Championship, MotoAmerica Indy Car, Rolex Reunion, Gridlife, and more!

35 # of Youth Cadets

3,575 Total Volunteer Hours

1,481 Community Event Hours







COMMUNITY CONNECTIONS

Beyond our recorded programs, many officers and staff volunteer their own time in the community, offering untracked hours of service that deserve recognition and truly strengthen our city.

A Few Events We Support:

- Autism Awareness
- Cops and Conversations
- First Day of School Red Carpet
- National Night Out
- Holiday Magic
- Neighborhood Watch
- Halloween Open House
- Police Activities League (PAL)
- Rancho High School Career Day
- El Grito Festival and MORE!







INTERNAL PROMOTIONS

We experienced multiple promotions and lateral moves, with three members stepping into top leadership roles.





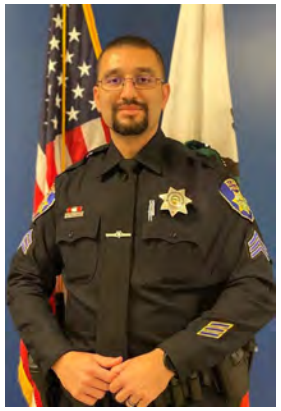


- Assistant Chief **Luis Bravo**
- Commander **Anthony Gray**
- Commander **Gerardo Magaña** *(Assumed role in January 2026)*
- **Anthony Garcia** — Sergeant
- **Robert Zuniga** — Sergeant

  Alex Zamora — Sergeant
- **Melissa Roman** — Forensic Specialist
- **Terra Pullum** — Investigative Specialist











PROFESSIONAL DEVELOPMENT | HIGHLIGHTS

- **Sgt. Justin Heckman and Sgt. Seth Morten** completed the **Sherman Block Supervisory Leadership Institute**.
- Staff attended the statewide **Women Leaders in Law Enforcement (WLLE) Conference,** building skills in leadership, communication, wellness, and supervision.
- **Sgt. Yolanda Rocha** completed the six-month **On Base Leadership Program,** advancing her leadership development.
- Several **Outstanding Police Duty Awards** given.
- **Officer of the Year, Investigator of the Year, Professional Staff of the Year.**







SPOTLIGHT ON AWARD RECIPIENTS



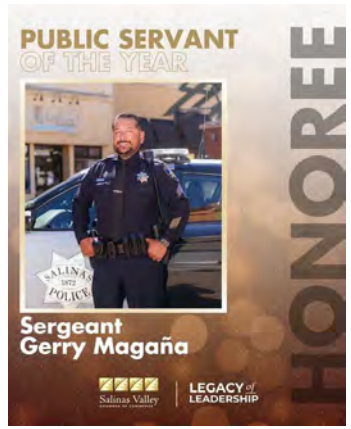
Eulalio "Lalo" Villegas Northern District **Commander of the Year.**



VSTF earned **HIDTA's Top Gun Award** for the most firearms seized



Women Leaders in Law Enforcement (WLLE) Training Symposium



Public Servant of the Year, Salinas Valley Chamber of Commerce



Officer of the Year **Christopher Webb**



Investigator of the Year and Police Duty Award **Ciro Barboza**



Professional of the Year **Alonso Reyes**



Police Duty Award **Joseph Marfia**



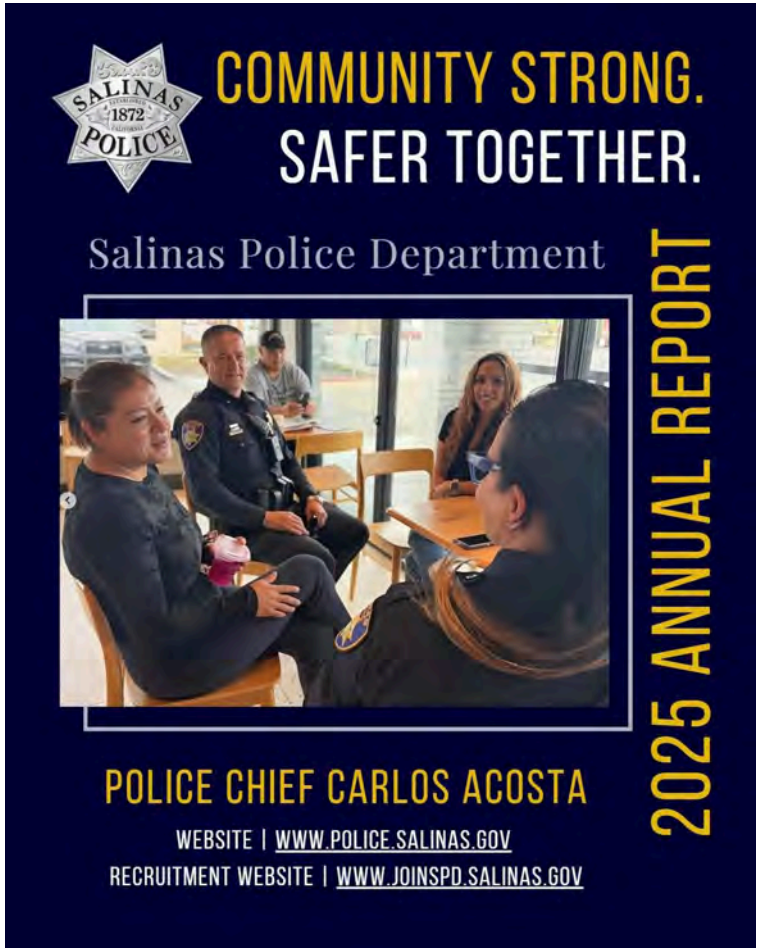
Police Duty Award **Jared Reyes**

Questions / Comments



Chief Carlos Acosta

Office:
(831) 758-7321
Address:
312 E Alisal St.
Salinas, CA 93901
Website:
https://police.salinas.gov



2025 Annual Report
https://police.salinas.gov/annual-reports

File #: ID#26-110, **Version:** 1

Rental Registration and Rent Stabilization Quarterly Update

No action required. Receive on the Residential Rental Registration and Rent Stabilization Program implementation activities.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 5, 2026**

DEPARTMENT: **COMMUNITY DEVELOPMENT**

FROM: **LISA BRINTON, DIRECTOR**

THROUGH: **ORLANDO REYES, ASSISTANT DIRECTOR**

BY: **VINCENT MONTGOMERY, PLANNING MANAGER**
LAURA GAMA, ADMINISTRATIVE ANALYST
AQUONTIS GARLINGTON, ADMINISTRATIVE AIDE

TITLE: **RENTAL REGISTRATION AND RENT STABILIZATION QUARTERLY UPDATE**

RECOMMENDED MOTION:

No action required. Receive an administrative report on the Residential Rental Registration and Rent Stabilization Program implementation activities.

EXECUTIVE SUMMARY:

This report provides a quarterly update to the City Council on the implementation of the Residential Rental Registration and Rent Stabilization Program for the period of January 1 through March 31, 2026. During the first quarter of 2026, the program continued to support compliance with local and state housing regulations and strengthen tenant protections through data collection and proactive education and outreach.

DISCUSSION:

During the first quarter of 2026, staff activities were organized around three primary workstreams that guided implementation of the Rental Registration and Rent Stabilization Program. First, staff concentrated on expanding property-owner enrollment and verification within the Rental Registry, conducting targeted outreach, and issuing renewal and delinquency notices. Second, staff supported compliance with the City's rent stabilization requirements, including assisting landlords and tenants with understanding allowable rent increase limits, processing petitions, and coordinating with the third-party Hearing Officer to ensure consistent application of the ordinance. Third, staff advanced public-facing communication tools, improved website content, refined multilingual materials, and collaborated with community partners to strengthen community outreach about the program obligations applicable to landlords and tenants. Operational improvements implemented this quarter include updates to the online registration portal and

streamlined workflows for processing exemption requests (Exhibit A – Tolemi Feature and Improvement List).

Registration Activity and Revenue

From January 1 to March 31, 2026, 8,376 rental units have been registered, which represents 27% of estimated rentals. Revenue collected to date totals $754,568 of the established 2026 Program Revenue of $1,191,465. Annual revenue was based on a 45% participation target. Table 1 below provides a summary of registered units and fees collected from January 1 to March 31, 2026.

Table 1 – Registration Summary (January 1 – March 31, 2026)

	RRO Units	RSO Units	RRO Fee*	RSO Fee**	Total Amount
January	887	1,209	$25,723	$135,408	$161,131
February	723	2,746	$20,967	$307,552	$328,519
March	601	2,210	$17,429	$247,520	$264,949
Adjustments & Refunds			$0	$0	$-30.50
Total	**2,211**	**6,165**	**$64,088**	**$690,480**	**$754,568**[+]

*RRO: Rental Registry Ordinance, rate per unit $29

**RSO: Rental Stabilization Ordinance, rate per unit $112

[+]Pending reconciliation with the City's Financial Management System (general ledger)

Program Implementation Challenges

Program timelines were affected by an unexpected vendor delay related to mailing the Notice of Delinquency. Although the Notice was printed on February 20, 2026, it was not mailed. This prompted Tolemi to identify a new mailing distributor and re-issue the Notice on March 27, 2026. To ensure fairness for property owners, staff extended the grace period associated with the delinquency notice; the revised deadline is now May 12, 2026.

During the first quarter of 2026, program operations were adversely impacted by several technology-related constraints within the Tolemi Slate platform. The system's current workflow architecture prevents multiple registrations or petitions from being initiated for the same property, a safeguard intended to reduce duplication, but one that has created delays for users managing multiple petition types. Tolemi has acknowledged this limitation and is evaluating modifications for inclusion in its product roadmap. At this time, staff can initiate a petition workflow on behalf of a landlord and then transfer it to the appropriate account as a temporary workaround.

Landlord and Tenant Petitions

Petition activity in early 2026 reflects a balanced mix of landlord and tenant filings, including 1 rent increase and 7 rent reduction petitions submitted, with an additional 5 petitions pending review. Several petitions submitted in late 2025 were carried into this year due to petition completeness requirements, resulting in 3 decisions being issued during the first quarter of 2026. To date, 3 rent increase and 4 rent reduction petitions have been completed, alongside several withdrawals, and both petition types currently have one active appeal. In accordance with program requirements, the Hearing Officer has up to 60 days to issue a decision once the City Attorney

determines a petition is complete, and up to 90 days for rent increase petitions following the City Attorney's completeness determination and payment submission when applicable. This volume demonstrates steady engagement with the City's rent stabilization processes and continued reliance on administrative review to resolve rent related disputes. Table 2 below provides a petition summary.

Table 2 – Petition Activity

	Rent Increase (Landlord)	Rent Reduction (Tenant)
Filed	1	7
Pending	1	4
Withdrawn	1	2
Decision Issued	3	4
Appeals	1	1

Staff will continue to prioritize compliance monitoring and expand multilingual outreach to include other indigenous languages. These efforts will support evidence-based policy decisions and ensure the program remains accessible, equitable, and effective for both tenants and property owners.

Community Engagement and Outreach

During the first quarter of 2026, staff continued expanding public-facing education and support to ensure both tenants and landlords understand their rights and responsibilities under the Rental Registration and Rent Stabilization Program. In collaboration with Eden Council for Hope and Opportunity (ECHO), the City has provided a series of Fair Housing workshops across all City Council districts. These sessions were well attended by both tenants and landlords and focused on rent stabilization requirements, allowable rent increases, petition procedures, and general Fair Housing protections.

In addition to formal workshops, staff delivered ongoing education and assistance through multiple service channels, including phone consultations, in-person counter support, and email guidance. These touchpoints have become a critical component of day-to-day engagement, helping residents navigate registration requirements, understand petition options, and access multilingual materials.

Looking ahead, staff are coordinating with Centro Binacional para el Desarrollo Indígena Oaxaqueño (CBDIO) to expand culturally responsive outreach in other indigenous languages. Planned efforts include developing community-specific language resources, improving language accessibility, and hosting targeted informational sessions to ensure indigenous communities have equitable access to program information and support.

Throughout the quarter, staff continued proactive outreach to landlords to support successful registration and compliance, including direct email notifications, mailed reminders, social media updates, and targeted phone assistance for owners needing additional guidance. As part of broader stakeholder outreach, multiple meetings were held with landlords and property management companies to listen to their concerns regarding the petition process. Participants committed to

providing a written outline of recommended administrative and policy improvements to facilitate the petition process.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

Review of the Residential Rental Registration and Rent Stabilization Program supports the City Council's 2025-2028 Strategic Plan Goal of Housing.

FISCAL AND SUSTAINABILITY IMPACT:

There is no direct impact on the General Fund as the Program is covered by fees. The Program cost is intended to be neutral, with Program expenses covered by 2026 Program fee revenue collected.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
N/A	N/A	N/A	N/A	N/A

ATTACHMENTS:
PowerPoint Presentation
Exhibit A – Tolemi Feature and Improvement List

Tolemi Feature and Improvement List
As of January 2025

This document summarizes recent and planned improvements to the Tolemi platform. These enhancements are designed to improve usability, transparency, efficiency, and overall service delivery for both staff and the public.

Registries and Licenses

- **Standardized License Expiration Dates:** Registrations can be set to expire on a fixed calendar date (e.g., June 30) without custom configuration.
- **Configurable Attestation Acknowledgement:** Agencies can require users to review and accept customized attestation language before submitting a registration.
- **Improved Registry Form Design:** Registry forms have been redesigned to be clearer, more intuitive, and easier to complete.
- **Customizable Property Selection Guidance:** Agencies can display tailored instructions and informational banners during property selection to guide users.
- **Required Identity Search:** Users can be required to search for and select an identity rather than choosing from a dropdown list, improving data accuracy.
- **Conditional Question Logic:** Questions can be shown or hidden based on prior responses, reducing confusion and unnecessary input.
- **Controlled Renewal Pre-Population:** Certain fields can be excluded from auto-fill during renewals, ensuring users re-enter critical information.
- **Enhanced License Table Filtering:** License records can be filtered and sorted across all columns for easier review and auditing.
- **Advisory Tags on Licenses:** Key compliance notes can be displayed directly on license records.
- **Registration History Comparison:** Users can view submission history and compare changes side by side.
- **License Access via Email:** Registrants can view and print licenses directly from confirmation emails.

Payments and Finance

- **Improved Payment Checkout Experience:** A redesigned checkout process provides clearer steps and progress indicators.
- **Payment Method Selection First:** Users select a payment method before viewing the total amount due, allowing fees to be calculated accurately.
- **Automatic Processing Fees:** Processing fees (e.g., Stripe or Authorize.net) can be automatically calculated and added as line items.
- **Flexible Fee Application:** Processing fees can be automatically applied or removed depending on the payment method (e.g., checks).
- **Enhanced Payment Reporting:** Reports now include payer names to support reconciliation.
- **Editable Payment Records:** Authorized staff can adjust payment amounts and completion dates to align with financial records.
- **Partial Refund Capability:** Staff can issue partial refunds, which are clearly reflected in payment records.
- **Restricted Payment Adjustments:** Positive payment adjustments can be blocked to reduce

errors and strengthen financial controls.

Inspections and Scheduling

- **Configurable Scheduling Buffers:** Agencies can add time buffers between inspections to account for travel and logistics.
- **Defined Booking Windows:** Minimum and maximum scheduling windows can be set to enforce policy requirements.
- **Optimized Scheduling Interface:** Improved time slot displays make scheduling easier for users while maximizing inspector efficiency.
- **Automatic Load Balancing:** Appointments can be distributed evenly across inspectors.
- **Location-Based Clustering:** Inspections can be grouped by proximity to improve routing and reduce travel time.
- **Enhanced Appointment Notifications:** Emails can include property location details for better coordination.
- **Calendar and Map Views:** Staff can view appointments in a monthly calendar and daily map with optimized routing.
- **Offline Functionality:** Inspection tasks can be completed without internet access and synced later.
- **SMS Reminders:** Users can opt-in to text message reminders and opt out at any time.

External User Experience (Mobile and Access)

- **Mobile-Friendly Landing Page:** Users can start registrations, check status, and continue drafts from mobile devices.
- **Improved Mobile Functionality:** Mobile access supports profiles, scheduling, and appointment management.
- **Clear Sign-In Access:** A prominent sign-in option is available for returning users.
- **Consistent Landing Page Layout:** Improved alignment and design for a more user-friendly experience.
- **Seamless Navigation from BuildingBlocks:** Users can access Slate directly for more efficient workflows.
- **Passwordless Sign-In Option:** Magic link sign-in is available, while still supporting traditional passwords.
- **Task Search by Address:** Users can search for tasks using a property address.
- **Vendor Task Filtering:** Vendors can filter assigned tasks for easier navigation.
- **Updated User Profile Interface:** Profiles are reorganized and include notification preferences.
- **Calendar Sync Options:** Users can select which Outlook calendar to sync.
- **Account Verification Options:** Email and phone verification can be enabled to improve account accuracy and security.

Workflow Automation and Configuration

- **Unit Data Continuity Across Workflows:** Unit information can automatically carry over into related workflows.
- **Multi-Unit Property Support:** All units can be preserved and managed across workflows.
- **Selective Unit Updates:** Users can update only specific units within a property.
- **Detailed Unit-Level Management:** Workflows support viewing and editing unit-level data,

including addresses and attributes.

- **Automated Document Population:** Unit-level and externally submitted data can populate documents and emails automatically.
- **Eligibility Rules for Workflows:** Properties can be automatically excluded from workflows if they do not meet defined criteria.
- **Multiple Triggered Workflows:** Completing one workflow can automatically initiate up to two follow-up workflows.
- **Automatic Task Assignment:** Tasks can be assigned to the designated workflow lead.
- **Workflow Tracking Enhancements:** Tasks can be filtered by workflow lead and grouped by completion status.
- **Role-Based Permissions:** Editing access to task fields can be restricted based on user roles.
- **Configurable Recurring Tasks:** Recurring tasks can be set up without custom scripting.
- **Improved Search in Tasks:** Users can search property addresses within cloned tasks.
- **Resubmission of Failed Registrations:** Administrators can resubmit registrations from saved snapshots in case of system errors.

Mailers and Outreach

- **Physical Mailers with QR Codes:** Agencies can create and send customizable mailers with QR codes linking recipients directly to their registry.

Reporting and Data

- **Searchable Custom Reports:** Users can search within reports to quickly find relevant data.
- **Expanded Data Export Capacity:** Increased limits for exporting property data between systems.
- **Improved Translation Tools:** Enhanced interface for managing multilingual content and accessibility.

Internal Administration and Tools

- **Log Management:** Certain system logs can be deleted to maintain clean records.
- **Workflow Transfer Capability:** Workflows can be reassigned when ownership changes.
- **Task Duplication Tools:** Tasks and their attributes can be copied across workflow stages.
- **Configurable Task Deletion:** Tasks can be removed directly within the system configuration.
- **Flexible Workflow Management:** Administrators can move workflows to any stage when exceptions are required.

SALINAS

RICH IN LAND | RICH IN VALUES

Rental Registration & Rent Stabilization Quarterly Update

May 5th, 2026

By: Orlando Reyes

Assistant Director

Key Activities

Rental Registry Expansion

- Property owner enrollment & verification
- Renewal and delinquency notices

Rent Stabilization Compliance

- Guidance on allowable rent increases
- Petition processing
- Hearing Officer coordination

Outreach & Communication

- Website improvements
- Multilingual materials
- Community partnerships

Registration Summary

	RRO Units	RSO Units	RRO Fee*	RSO Fee**	Total Amount
January	887	1,209	$25,723	$135,408	$161,131
February	723	2,746	$20,967	$307,552	$328,519
March	601	2,210	$17,429	$247,520	$264,949
Adjustments & Refunds			$0	$0	$-30.50
Total	2,211	6,165	$64,088	$690,480	$754,568+

*RRO: Rental Registry Ordinance, rate per unit $29

**RSO: Rental Stabilization Ordinance, rate per unit $112

+Pending reconcilia?on with the City s Financial Management System (general ledger)

Petition Activity

	Rent Increase (Landlord)	Rent Reduction (Tenant)
Filed	1	7
Pending	1	4
Withdrawn	1	2
Decision Issued	3	4
Appeals	1	1

Next Steps

1. Continue compliance monitoring
2. Expand multilingual outreach
3. Address system limitations with vendor
4. Goal: Maintain an accessible, equitable, and effective program

SALINAS

RICH IN LAND | RICH IN VALUES

Questions?

For more information, contact Division Name

(831) 758-XXXX

https://www.cityofsalinas.org/Your-Government/Departments/Community-Development

File #: ID#26-212, **Version:** 1

Minutes

Approve minutes of May 5, 2026.

File #: ID#26-170, **Version:** 1

Award of the Bridge Preventive Maintenance Program, BPMPL 5045(046), Preliminary Engineering Phase to BKF ENGINEERS

Approve a Resolution awarding a contract to BKF Engineers for preliminary engineering and construction support of the Bridge Preventive Maintenance Program, BPMPL 5045(046) in an amount not to exceed $282,509 from May 19, 2026, to December 31, 2027; and authorizing the City Manager to execute the Agreement and/or modifications to the Agreement.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 12, 2026**

DEPARTMENT: **PUBLIC WORKS**

FROM: **DAVID JACOBS, P.E., L.S., PUBLIC WORKS DIRECTOR**

BY: **JONATHAN ESTEBAN, ASSISTANT ENGINEER**
ADRIANA ROBLES, P.E., C.F.M., CITY ENGINEER

TITLE: **AWARD OF THE BRIDGE PREVENTIVE MAINTENANCE PROGRAM, BPMPL 5045(046), PRELIMINARY ENGINEERING PHASE TO BKF ENGINEERS.**

RECOMMENDED MOTION:

A motion to approve a resolution:

1. Awarding a contract to BKF Engineers for preliminary engineering and construction support of the Bridge Preventive Maintenance Program, BPMPL 5045(046) in an amount not to exceed $282,509 from May 19, 2026, to December 31, 2027; and
2. Authorizing the City Manager to execute the Agreement and/or modifications to the Agreement.

EXECUTIVE SUMMARY:

The City of Salinas has received Federal Highway Bridge Program funds for the preliminary engineering phase of the Bridge Preventive Maintenance Program (BPMP), BPMPL 5045 (046). The funds are programmed for preventive maintenance work for the East Market Street and South Sanborn Road bridges. In coordination with Caltrans, the City published a Request for Proposals in February 2026 and received one proposal from BKF Engineers (formerly MNS Engineers). City staff recommends City Council approve a resolution awarding a contract to BKF Engineers for the preliminary engineering and construction support for the Bridge Preventive Maintenance Program.

BACKGROUND:

On March 7, 2017, City Council approved Resolution No. 21133 accepting $40,000 grant from Caltrans to write the Bridge Preventative Maintenance Plan for qualified City bridges[1]. The BPMP was submitted to Caltrans for funding of Preliminary Engineering and Construction.

The City of Salinas was notified by the State Department of Transportation (Caltrans) in October 2024 that Highway Bridge Program (HBP) funds for Preliminary Engineering of the City's Bridge

[1] Qualified City Bridges are bridges owned and maintained by the Local Agency in the State Bridge Inspection Inventory. These are bridges with spans greater than 20LF per the National Bridge Inspection Standards.

Preventative Maintenance Program (BPMP), Project No. BPMPL-5045(046), in the amount of $336,399, were available. This requires a 20% local match by the City of $84,100. Thus, a total estimate of $420,499.

The City's BPMP outlines preventative maintenance work recommendations for each of the City's fifteen qualified bridges, inspected by Caltrans to increase the service life of each bridge. There are 5 City bridges within the BPMP with work recommendations that qualify for these funds. Preliminary Engineering includes environmental clearances (CEQA and NEPA), field surveys and preparation of construction documents for bidding.

On October 8, 2024, City Council approved Resolution No. 23119 accepting the $338,399 grant for the Bridge Preventive Maintenance Program.

The five (5) bridges qualified for funding were split into BPMPL 5045(046) and BPMPL 5045(047). Currently, the City has approval from Caltrans to move forward with the preliminary engineering for BPMPL 5045(046).

The following three (3) bridges are qualified under BPMPL 5046(046):

- South Sanborn Road over UPRR & AMTRAK (Bridge No. 44C039R)
- South Sanborn Road over UPRR & AMTRAK (Bridge No. 44C039L)
- East Market Street over East Front Street (Bridge No. 44C0168)

Following approval of the Request for Proposals (RFP) for BPMPL 5045(046) by Caltrans, the City published the RFP on February 24, 2026, with a proposal due date of March 18, 2026. The City received one responsive proposal from BKF Engineers (formerly MNS Engineers). The proposal was reviewed based on the selection criteria listed in the RFP.

Based on review of the proposal, staff recommend awarding the contract to BKF Engineers (formerly MNS Engineers) in the amount of $282,509 for the preliminary engineering phase and construction support for BPMPL 5045(046).

The project is federally funded by the Bridge Preventive Maintenance Program (BPMP) under the Highway Bridge Program (HBP) and therefore all documents must comply with federal requirements and Caltrans policies and procedures as outlined in the latest Caltrans Local Assistance Procedures Manual (LAPM).

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to have any effect on the environment, or because it falls

within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

This project supports the City Council's Vision and Strategic Goal for Infrastructure by maintaining and improving the City's bridges.

DEPARTMENTAL COORDINATION:

The Public Works Department is collaborating with Legal, Administration and Finance Departments for the execution of the agreement, purchase order, and amendments, if any.

FISCAL AND SUSTAINABILITY IMPACT:

Caltrans reimburses 80% PE costs to the City. City is responsible for 20% of the costs.

CIP 9266 funds as follows:

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation *	Amount Requested
2510	50.9266-63.5400	Outside Services - Engineering Services	$279,118.78	$147,763.46
2404	50.9266-63.5400	Outside Services - Engineering Services	$134,745.54	$134,745.54

*Remaining balance appropriation is based on January 31, 2026, CIP Balance Sheet.

ATTACHMENTS:

Resolution
Resolution No. 17926
Resolution No. 22562
Map of City Bridges
Proposed Agreement

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION AWARDING A CONTRACT TO BKF ENGINEERS FOR PRELIMINARY ENGINEERING AND CONSTRUCTION SUPPORT OF THE BRIDGE PREVENTIVE MAINTENANCE PROGRAM, BPML 5045(046)

WHEREAS, On March 7, 2017, City Council approved Resolution No. 21133 accepting $40,000 grant from Caltrans to write the Bridge Preventative Maintenance Plan for the City bridges. The BPMP was submitted to Caltrans for funding for Preliminary Engineering and Construction.; and

WHEREAS, The City of Salinas was notified by the State Department of Transportation (Caltrans) that Highway Bridge Funds (HBP) for Preliminary Engineering of the City's Bridge Preventative Maintenance Program (BPMP), Project No. BPMPL-5045(046), in the amount of $336,399, were available.; and

WHEREAS, On October 8, 2024, City Council approved Resolution No. 23119 accepting the $338,399 grant for the Bridge Preventive Maintenance Program; and

WHEREAS, The five (5) bridges qualified for funding were split into BPMPL 5045(046) and BPMPL 5045(047). Currently, the City has approval from Caltrans to move forward with the preliminary engineering for BPMPL 5045(046).; and

WHEREAS, Following approval of the Request for Proposals (RFP) for BPMPL 5045(046) by Caltrans, the City published the RFP on February 24, 2026, with a proposal due date of March 18, 2026. The City received one responsive proposal from BKF Engineers (formerly MNS Engineers). The proposal was reviewed based on the selection criteria listed in the RFP; and

WHEREAS, Based on review of the proposal, staff recommends awarding the contract to BKF Engineers (formerly MNS Engineers) in the amount of $282,509 for the preliminary engineering phase and construction support for BPMPL 5045(046).; and

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council approves the Agreement between the City of Salinas and BKF Engineers to provide professional services for the preliminary engineering and construction support for the Bridge Preventive Maintenance Program, BPMPL 5045 (046) in an amount not to exceed $282,509 from May 19, 2026, to December 31, 2027; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the Agreement; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute extensions and/or modifications to the Agreements and to take whatever additional action may be necessary to effectuate the intent of this resolution.

PASSED AND APPROVED this 12th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dennis Donohue, Mayor

ATTEST:

_____
Patricia M. Soratos, City Clerk

RESOLUTION NO. 17926 (N.C.S.)

A RESOLUTION DELEGATING LIMITED AUTHORITY TO DIRECTOR OF PUBLIC WORKS TO EXECUTE FUNDING AGREEMENTS WITH THE STATE OF CALIFORNIA

WHEREAS, the City of Salinas is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

WHEREAS, Following Council approval of the grant application, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds can be invoiced for reimbursement; and

WHEREAS, the City Council delegates the authority to execute the above stated agreements and any amendments thereto to the City Engineer/Director of Public Works.

NOW THERFORE BE IT RESOLVED BY THE COUNCIL OF SALINAS, that the City Engineer/Director of Public Works of Salinas is hereby authorized and directed for and on behalf of the City of Salinas to execute future Agreements between the City of Salinas, a municipal corporation, and the State of California subject to the following conditions:

1. The agreement is for funding from a Council approved grant.
2. The agreement is in a form acceptable to the City Attorney.
3. Sufficient funds are budgeted to pay any costs of the grant.

PASSED AND ADOPTED this 4th day of June, 2002, by the following vote:

AYES: Councilmembers Barnes, Collins, De La Rosa, Lutes, Ocampo, and Mayor Caballero

NOES: None

ABSENT: None

Mayor

ATTEST:

City Clerk

Wednesday, May 22, 2002
1:25:24 PM
j:\pikathyw\office\caltrans\agreemnt.caltrans.resolution.doc

Docusign Envelope ID: 871C94E7-B429-4F5E-92B9-00A5EC5CA5DF

RESOLUTION NO. 23119 (N.C.S.)

A RESOLUTION ACCEPTING A $338,399 GRANT FOR THE BRIDGE PREVENTATIVE MAINTENANCE PROGRAM FROM THE FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM AND REAFFIRMING RESOLUTION 17926, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE AGREEMENTS WITH THE DEPARTMENT OF TRANSPORTATION (CALTRANS) RELATED TO THE BRIDGE PREVENTATIVE MAINTENANCE PLAN GRANT

WHEREAS, on March 7, 2017, City Council approved Resolution No. 21133 accepting $40,000 grant from Caltrans to write the Bridge Preventative Maintenance Plan (BPMP) for the City bridges. The BPMP was submitted to Caltrans for funding for Preliminary Engineering and Construction; and

WHEREAS, the City of Salinas was notified by the State Department of Transportation (Caltrans) that Federal Transportation Improvement Program (FTIP) funding would be awarded to the city for preliminary engineering of Project No. BPMPL-5045(046), in the amount of $336,399; and

WHEREAS, the grant funding requires a 20% local match by the City in the amount of $84,100; and

WHEREAS, this grant program requires a recent Council Resolution stating the title of the person authorized to enter into a contract with Caltrans and the project title for this grant; and

WHEREAS, Resolution No. 17926, dated June 4, 2002, authorized the Public Works Director to execute agreements with the State Department of Transportation (Caltrans) related to Council approved grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves accepting a $336,399 grant for City Bridge Preventative Maintenance Program from the Federal Transportation Improvement Program; and

BE IT FURTHER RESOLVED that the City Council approves reaffirming Resolution 17926, authorizing the Public Works Director to execute agreements with the Department of Transportation (Caltrans) related to the Bridge Preventative Maintenance Plan Grant awarded to and accepted by the City Council and to take whatever additional action is necessary to effectuate the intent of this Resolution.

Docusign Envelope ID: 871C94E7-B429-4F5E-92B9-00A5EC5CA5DF

PASSED AND APPROVED this 8th day of October 2024, by the following vote:

AYES: Councilmembers Barrera, Gonzalez, Osornio, Sandoval, Valenzuela and Mayor Pro Tem Rocha

NOES: None

ABSENT: Mayor Craig

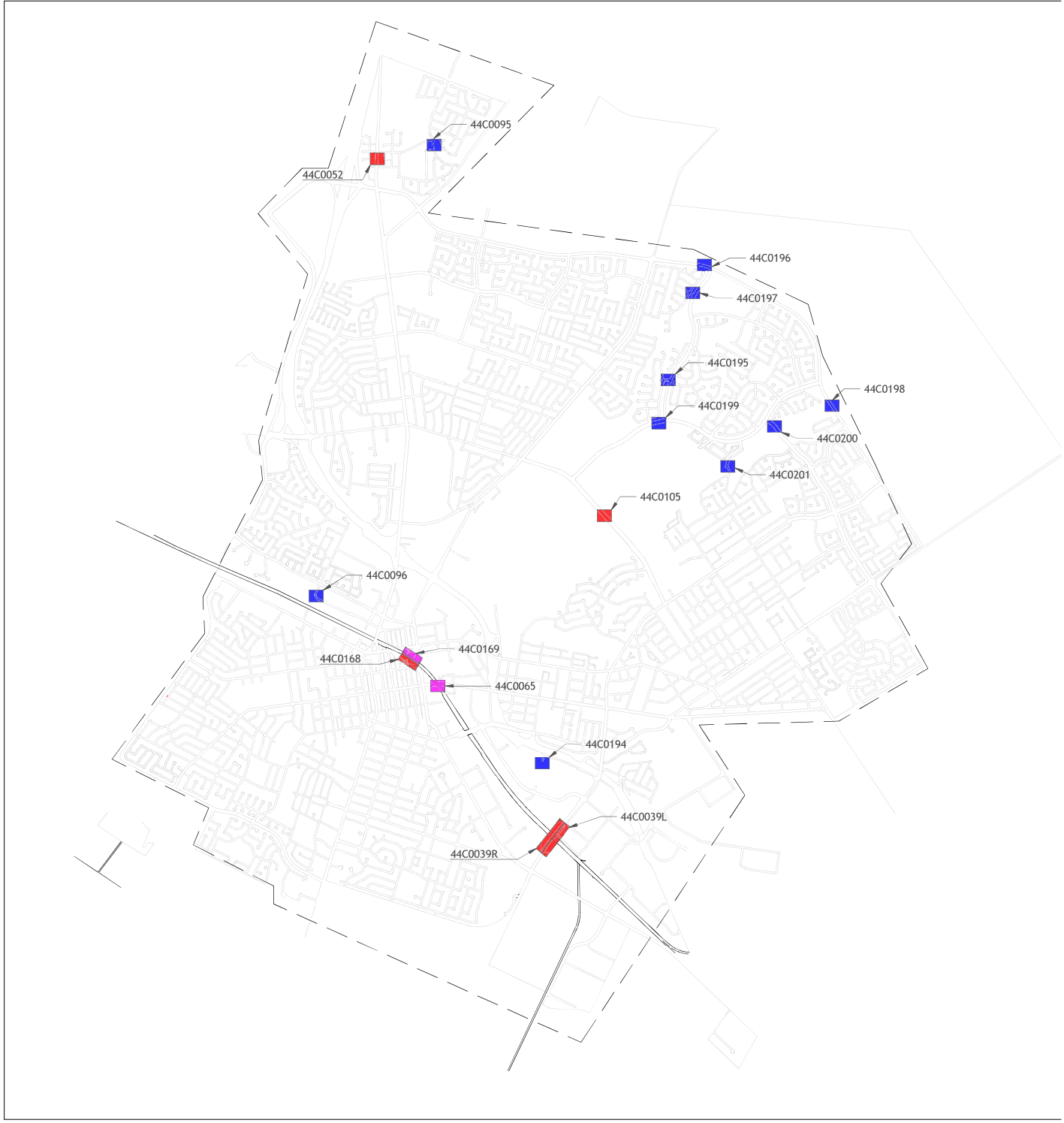
ABSTAIN: None

APPROVED:

Signed by:
Anthony Rocha
EA8AC799406F475...
Anthony Rocha, Mayor Pro Tem

ATTEST:

DocuSigned by:
Alexis Mejia
B6D51CD0847B44F...
Alexis Mejia, Assistant City Clerk



LEGEND

- HBP ELIGIBLE
- NOT HBP ELIGIBLE
- NOT OWNED BY CITY (RAILROAD OWNED)
- CITY LIMITS

SALINAS
RICH IN LAND | RICH IN VALUES

CITY OF SALINAS
LOCATION MAP

N

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Exhibit 10-R: A&E AGREEMENT

(For Local Assistance Federal-Aid Projects)

TABLE OF CONTENTS

Page

ARTICLE I INTRODUCTION **3**
ARTICLE II CONSULTANT'S REPORTS OR MEETINGS **4**
ARTICLE III STATEMENT OF WORK **4**
ARTICLE IV PERFORMANCE PERIOD **5**
ARTICLE V ALLOWABLE COSTS AND PAYMENTS **5**
ARTICLE VI TERMINATION **7**
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS **7**
ARTICLE VIII RETENTION OF RECORD/AUDITS **7**
ARTICLE IX AUDIT REVIEW PROCEDURES **8**
ARTICLE X SUBCONTRACTING **9**
ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES **11**
ARTICLE XII STATE PREVAILING WAGE RATES **11**
ARTICLE XIII CONFLICT OF INTEREST **14**
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION **15**
ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING **15**
ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE **15**
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION **17**
ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) **17**
ARTICLE XIX INSURANCE **17**
ARTICLE XX FUNDING REQUIREMENTS **18**
ARTICLE XXI CHANGE IN TERMS **18**
ARTICLE XXII CONTINGENT FEE **18**
ARTICLE XXIII DISPUTES **19**
ARTICLE XXIV INSPECTION OF WORK **19**
ARTICLE XXV SAFETY **19**
ARTICLE XXVI OWNERSHIP OF DATA **19**
ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR **20**
ARTICLE XXVIII CONFIDENTIALITY OF DATA **20**
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION **21**

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XXX EVALUATION OF CONSULTANT 21
ARTICLE XXXI TITLE VI ASSURANCES 21
APPENDIX A 21
APPENDIX B 22
APPENDIX C 22
APPENDIX D 22
APPENDIX E 23
ARTICLE XXXII NOTIFICATION 24
ARTICLE XXXIII CONTRACT 24
ARTICLE XXXIV SIGNATURES 25

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
BKF Engineers

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Kyle Turner
The name of the "LOCAL AGENCY" is as follows:
City of Salinas

The Contract Administrator for LOCAL AGENCY will be Cristina Gonzalez

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated March 18, 2026. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment D) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGNECY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services
The project contemplated and the scope of Consultant's services are described in City's Request for Proposals, Attachment B, and Consultant's Proposal, Attachment D, which project and services shall be completed in compliance with the Local Assistance Procedures Manual. Attachment B and Attachment D are attached hereto and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this Agreement, this Agreement shall take precedence. Attachment C further describes the requirements from Department of Industrial Relations.

B. Right of Way
See Attachment B

C. Surveys
See Attachment B

D. Subsurface Investigations
See Attachment B

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
See Attachmnent B

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on May 19, 2026, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2027, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $36,189.98. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Salinas / Cristina Gonzalez
200 Lincoln Avenue, Salinas, CA 93901

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $282,508.50.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Salinas / Cristina Gonzalez
200 Lincoln Avenue, Salinas, CA 93901

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

F. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

    c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

§11102.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis 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, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment 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. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. CONSULTANT, or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

In accordance with 49 CFR 26.13(b):

CONSULTANT, or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.
Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions; and/or

(3) Disqualifying CONSULTANT from future proposing as non-responsible

ARTICLE XIX INSURANCE

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence. Insurance requirements are further detailed in Attachment A.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

additional insureds, but only insofar as the operations under this AGREEMENT are concerned.

3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Public Works Director, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXI TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
NOT USED

APPENDIX C
NOT USED

APPENDIX D
NOT USED

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

BKF Engineers

Kyle Turner, Project Manager

6 Quail Run Circle, Suite 203
Salinas, CA 93907

LOCAL AGENCY:

City of Salinas

Cristina Gonzalez, Contract Administrator

200 Lincoln Ave
Salinas, CA 93901

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XXXIV SIGNATURES

CITY OF SALINAS

René Mendez, City Manager

Date: _____

BKF ENGINEERS

Signed by:
Kyle Turner
Designated DocuSign

Printed Name: Kyle Turner

Date: 5/6/2026 | 1:22 PM PDT

APPROVED AS TO FORM:

_____
□ Christopher A. Callihan, City Attorney, or
□ Rhonda Combs, Assistant City Attorney

Date: _____

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

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

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

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

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

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

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

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

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

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

Maintenance of Insurance

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

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

REQUEST FOR PROPOSALS
ENGINEERING SERVICES
FOR
BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP), BPMPL 5054(046)

SALINAS
RICH IN LAND | RICH IN VALUES

CITY OF SALINAS
200 Lincoln Avenue
Salinas, CA 93901

PROPOSALS DUE BY 5:00 P.M., WEDNESDAY, MARCH 18, 2026

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

TABLE OF CONTENTS

REQUEST FOR PROPOSALS ENGINEERING SERVICES FOR BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP), BPMPL 5054(046)

NOTICE INVITING PROPOSALS 1
1. GENERAL 1
2. PROPOSAL TERMS AND CONDITIONS 2
3. INSTRUCTIONS TO CONSULTANTS 3
4. SUBMITTAL REQUIREMENTS 4
5. PROPOSAL REVIEW AND SELECTION 6
6. SCHEDULE 7
7. APPENDIX 7
8. ATTACHMENTS 7

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for **Engineering Services for Bridge Preventive Maintenance Program, BPMPL 5045 (046)**.

Responses to this Request for Proposals (RFP) will be accepted until **March 18, 2026, at 5:00 PM**. Proposals received after this date/time will not be considered.

This project is federally funded and is subject to all requirements set by Caltrans Division of Local Assistance.

Proposals shall be submitted electronically via PlanetBids web portal. All notifications, updates, and addenda will be available online and can be accessed on the PlanetBids page.

Consultants shall be responsible for registering on PlanetBids to obtain information regarding this solicitation. Failure to respond to required addenda will result in a determination of a nonresponsive proposal.

The City of Salinas is an Equal Opportunity Employer

The City of Salinas does not discriminate on the basis of race, color, national origin, ancestry, sex, religion, sexual orientation, age, disability, marital status, political affiliation, or any other non-merit factor. The City of Salinas makes reasonable accommodation for individuals with a disability. Individuals requiring any accommodation in order to participate in this process must inform the Public Works Department at adrianar@ci.salinas.ca.us or (831) 758-7142. Hearing impaired or TTY/TDD Text Telephone users may contact the City by dialing 711 for the California Relay Services (CRS) or by telephoning any other service providers' CRS telephone number.

1. GENERAL

REQUEST SUMMARY:

The City of Salinas is seeking to retain qualified consultants to provide engineering services for the Bridge Preventive Maintenance Program, BPMPL 5045 (046). The City is requesting proposals for design services for preventive maintenance work for three (3) bridges. General services shall include but are not limited to the assessment of the site and current layout, construction plans, specifications, and engineer's estimate of probable construction costs (PS&E) to enable the City to go out to bid for construction. Services shall also include records research, topographical survey, permits, notifications, survey report of hazardous materials, abatement specifications, utility investigations and coordination, soils report, traffic control, CEQA/NEPA requirements, and right-of-way acquisition, if necessary. One cost proposal shall be submitted for BPMP 5045(046). Scope is further detailed in Appendix 1.

The bridges requiring maintenance work are as follows:

- BPMP 5045(046):
    - Sanborn Road over UP RR & AMTRAK (Bridge No. 44C0039R)
    - Sanborn Road over UP RR & AMTRAK (Bridge No. 44C0039L)

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

- East Market Street over East Front Street (Bridge No. 44C0168)

- ~~BPMP 5045(047)~~
  - ~~East Laurel Drive over Gabilan Creek (Bridge No. 44C0105)~~

PREVAILING WAGES:

In accordance with the Federal-Davis-Bacon Act and the California State Labor Code, prevailing wage rates apply.

2. PROPOSAL TERMS AND CONDITIONS

By submitting a Proposal, the Consultant acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:

A. EXAMINATION:

Consultant represents that they have thoroughly examined and become familiar with the services and responsibilities required of this RFP and that they are capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein, or any interpretations, clarifications or amendments subsequently posted in the relation to this RFP are fully incorporated.

B. EXECUTION OF AGREEMENT:

The City and the selected Consultant shall enter into an Agreement (Sample Agreement in Attachment 1). If the selected Consultant is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to select the next most qualified Consultant or call for new Proposals, whichever the City deems the most appropriate. City reserves the right to postpone award of the contract for a period not to exceed ninety (90) calendar days from the date replies are due.

C. PROPOSAL VALIDITY:

Services, pricing, and warranties indicated in a respondent's Proposal must be valid for a period of 120 calendar days after the proposal due date.

D. PRE-CONTRACTUAL EXPENSES:

City of Salinas shall not, in any event, be liable for any pre-contractual expenses incurred by Consultants in the preparation of their proposal.

E. SUBCONSULTANTS:

Should the use of subconsultants be offered, the Consultant shall provide the same assurances of competence for the subconsultant(s) plus the demonstrated ability to manage and supervise the subcontracted work. The provisions of the Agreement shall apply to all subconsultants in the same manner as the Consultant.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

3. INSTRUCTIONS TO CONSULTANTS

A. CITY RESPONSIBILITIES:

The City will provide information in its possession relevant to the preparation of required information in this RFP. The City will provide only the staff assistance and documentation referred to herein. The City will not be responsible for any other cost or obligation that may be incurred by the Consultant.

All proposals submitted to the City shall become the property of the City of Salinas.

B. CONSULTANT RESPONSIBILITIES:

The selected Consultant shall assume responsibility of all services in their proposal.

The selected Consultant shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

The Consultant shall be responsible for collecting and disseminating the data, records, and documents in the preparation of all design documents.

The Consultant is expected to establish and maintain a close working relationship with City staff throughout the project.

The selected Consultant shall maintain the same Project Manager for the duration of the project, as specified in the approved proposal. In the event the authorized Project Manager terminates employment, the Consultant shall make a demonstrated and concentrated effort to maintain the Project Manager in the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Project Manager will require written City approval. The Consultant shall perform not less than 50% (contract amount) of the work with their own forces.

Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved, in writing, by the City Engineer prior to the commencement of an actual change of work, unless authorized by the City. No fee adjustment shall be allowed unless it is based on said prior written approval.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the Consultant.

C. QUESTIONS AND ANSWERS:

All questions or requested clarifications shall be made in writing via the PlanetBids Portal. The Consultant is prohibited from communicating with any City representative/employee/official/consultant/staff other than via PlanetBids Portal. Only questions and answers responded to on PlanetBids, or any addendums issued on PlanetBids as an addendum will be part of this RFP solicitation. Consultant may submit written questions concerning this RFP on PlanetBids per the Key RFP Dates. Questions received after the stated deadline will not be answered.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

D. ADDENDA:

Any changes in the RFP from the date of release to the due date of proposals will result in an addendum. Notifications of such addendum shall be posted on the PlanetBids website.

E. LICENSES AND PERMITS:

The Consultant shall obtain any licenses/permits required by the Scope of Work. Additionally, the Consultant shall be required to have a valid City of Salinas Business License prior to commencement of any work.

F. INSURANCE:

The selected Consultant shall be required to obtain and submit insurance coverage and provide indemnification and hold harmless provisions in favor of the City of Salinas and its officers, officials, employees, and volunteers as described in the Agreement.

G. RIGHT TO REJECT:

The City reserves the right to reject any or all submitted proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of the proposal or all items of the proposal when deemed in the interest of the City. The City reserves the right to waive any information and technicalities in the RFP. The City reserves the right to contract with any of the organizations responding to this RFP based solely upon its judgment of the qualifications and capabilities of that organization.

The City of Salinas assumes no obligation in this general solicitation of Proposals and all costs and expenses of responding to this RFP shall be borne by the individual parties preparing and/or submitting a proposal.

In addition, the City reserves the right to do any, or all, of the following:

a. Reject any or all proposals or make no award;

b. Issue subsequent RFP;

c. Cancel the RFP;

d. Remedy technical errors in the RFP.

4. SUBMITTAL REQUIREMENTS

A. GENERAL:

Proposals are due to the City of Salinas via PlanetBids, at the date, time, and location set forth in the Notice Inviting Proposals.

In addition to electronic submittals via PlanetBids, sealed original hard copies of the Proposals must also be sent via courier service, mailed, or delivered within 5 working days after Proposal due date. Failure to comply with these requirements may result in the forfeiture of the Consultants rank.

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

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

B. PROPOSAL CONTENTS:

All proposals shall be limited to a maximum of 20 pages, including appendices, charts, pictures, tables, schedule, resource allocation table and resumes excluding front and back covers, required Caltrans forms, section dividers, addendum acknowledgments, and fee proposal.

a. COVER LETTER

A letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include address, telephone, email address, and type of business entity.

b. QUALIFICATIONS AND EXPERIENCE

Detailed information on the background, qualifications, and experience of the firm, emphasizing and detailing the successful completion of similar demolition projects. Experience should highlight work on projects similar in size and scope. A minimum of three project references with contact information for projects completed or substantially completed within the last 5 years. Project references should be applicable to the specific project manager and key team members proposed for this project. Project references should include the size of the contract (dollar amount) and outcome (under-/over-budget, on-/behind-schedule; completed, out for construction; in process; etc.).

c. KEY STAFF

Identify the team members, including principal-in-charge, project manager, and key staff that will be assigned to this project. Include any anticipated sub-consultants. This section should detail experience and qualifications related to bridge preventative maintenance projects.

d. WORK PLAN

An outline which demonstrates the understanding of the scope of work. This should include an anticipated approach, tasks necessary for successful completion, and suggestions for special concerns that the City should be made aware of.

A detailed work plan should schedule and identify the major tasks to be completed and estimate the time frame for each task. Review the preliminary scope of work and provide comments, including changes to schedule, sequencing, specific work items, and/or recommendations for additional work items or optional tasks.

The proposal must articulate a thorough understanding of bridge design and repair, traffic control, Local, State and Federal requirements, and all other professional engineering tasks required to prepare a comprehensive bid package for this project.

Provide a description of the quality assurance and quality control process / procedures and explain how it will ensure quality work and an on-time project delivery.

e. COST PROPOSAL (SEPARATE SEALED ENVELOPE)

One separate cost proposal shall be submitted for BPMPL 5045(46).

The cost proposals shall be submitted concurrently with the proposal, but in a

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

separately sealed envelope clearly labeled as “Cost Proposals”.

The cost proposal shall be in the format provided in Sample Cost Proposal in Attachment 5.

Cost proposals must identify the Key Staff and other classifications that will be billed. New classifications will be required to be approved before they can incur work on the contract.

The cost proposal will remain in effect for the duration of the project.

C. FEDERAL REQUIREMENTS:

The project is Federally funded by the Bridge Preventive Maintenance Program (BPMP) under the Highway Bridge Program (HBP) and therefore all documents must comply with Federal requirements and Caltrans policies and procedures as outlined in the latest Caltrans Local Assistance Procedures Manual (LAPM).

D. DEBARMENT AND SUSPENSION CERTIFICATION:

In accordance with the code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, the Consultant shall certify that there are currently no suspensions, debarments, voluntary exclusions, or ineligibility determinations by any federal agency. A completed Debarment and Suspension Certification, Attachment 4, shall be submitted as part of the proposal.

E. AFFIRMATIVE ACTION PLAN:

The Consultant shall attest to the firm’s affirmative action plan or other policies aimed at eliminating unlawful discrimination and provide a brief statement about the firm’s adoption and compliance with its plan or policy.

F. CONFLICT OF INTEREST:

The Consultant shall disclose to the City of Salinas any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required. A potential conflict of interest may include, but not limited to, work related to this project area, contracts with counties, developers, current clients, and other parties who may have a financial interest in the outcome of the improvements.

5. PROPOSAL REVIEW AND SELECTION

All consultant proposals submitted will be screened by a review committee for completeness, clarity, and content quality. The City may reject any proposal if it is conditional, incomplete or contains irregularities. Proposals will be ranked using the following criteria:

Criteria	**Score**
Qualification and Experience	40
Work Plan	30
Key Staff	15
References	15
Total	**100**

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Upon completion of the qualifications-based evaluation and ranking of proposals, City will then initiate negotiations with the most highly qualified firm to arrive at a fair and reasonable compensation given the proposed scope of work. If the City and the firm are unable to negotiate a contract, the City may terminate negotiations and initiate negotiations with the next most qualified firm.

During the selection process, until a firm is selected, the City will not disclose proposals, except as otherwise required under applicable law. This means that, depending on the nature of the timing of the request or future court decisions, that information may not remain private and may be publicly disclosed. Rates for services are not considered confidential or proprietary and are subject to disclosure.

6. SCHEDULE

The anticipated schedule is as follows:

Activity	**Date**
Request for Proposals Released	February 25, 2026
Deadline for Proposal Questions	March 11, 2026
Proposals Due	March 18, 2026, 5:00pm
Proposal Evaluation and Ranking	March 27, 2026
Tentative Council Award Date	April 21, 2026
Background and Existing Conditions	2-months
Draft Plans, Specifications and Estimates	3-months
Final Plans, Specifications and Estimates	2-months
Advertise Construction Project	*December 2026*

7. APPENDIX

Appendix 1: Scope of Work

Appendix 2: Bridge List

Appendix 3: Bridge Location Map

8. ATTACHMENTS

Attachment 1: Sample Professional Services Agreement

Attachment 2: Record Drawings

Attachment 3: Caltrans Bridge Reports

Attachment 4: Debarment and Suspension Certification

Attachment 5: Sample Cost Proposal

Attachment 6: Categorical Exclusion

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Appendix
APPENDIX 1
SCOPE OF WORK

BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP)

GENERAL INTRODUCTION

The City of Salinas is requesting proposals from a professional civil engineering consulting firm to provide the following services, as necessary but not limited to:

a. Project Management and Administration

b. Design Engineering

c. Utility Research and Coordination

d. Topographic Survey

e. Technical Evaluation and Recommendation

f. Regulatory Permitting

g. Bid and Construction Support

h. Construction Schedule

i. Stormwater Management

j. Traffic Control

k. Traffic Signage and Striping

l. Environmental Documentation

n. Environmental Site Assessment

o. Final Plans, Specifications and Estimates (PS&E)

PROJECT DESCRIPTION

Recent bridge inspection reports (Attachment 3) indicate specific bridge-elements that have reached a point of deterioration where preventative maintenance activities are warranted to extend the life of the structure. The recommended work, as given by Caltrans, is summarized in the Bridge List

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

(Appendix 2) and further details can be found in the Caltrans bridge inspection reports. It is the responsibility of the Consultant to verify these deficiencies and identify any additional deficiencies that may be eligible under the BPMP.

The selected Consultant shall provide support services pertaining to engineering, PS&E environmental, permitting, and bid/construction support for the project. Should an award be made, the Consultant awarded will enter into a professional services agreement with the City of Salinas to provide professional engineering services for this project.

CONSULTANT SERVICES

Task 1: Project Coordination and Management

- The Consultant shall attend (or conference call) a kick-off meeting with City staff to discuss the goals and objectives of the project, scope of work, and implementation. Administrative items will be discussed including communication protocol, meeting frequency, progress reporting, scheduling, invoicing, and other relevant project information.
- The Consultant shall attend or conference call monthly team meetings to communicate tasks status, identify potential risks and provide project updates. The Consultant shall develop and provide the agenda and meeting minutes with action items identified for all project meetings. Agendas shall be distributed at minimum 3 working days prior to the meeting. Meeting minutes should be completed within one week after the meeting.
- The Consultant will recommend how to best strategize the process and schedule for preparing the construction documents (including the CEQA and NEPA, Right-of-Way, Permitting, and PS&E). The Consultant will be tasked with managing the budget, monitoring the schedule, and developing monthly progress reports. Invoices shall be submitted monthly, and shall include a brief description of services performed, dates of these services, number of hours spent and by whom, a description of any costs incurred and the Consultant's signature. The Consultant shall identify any unforeseen or out of scope items and shall request authorization from the City prior to conducting the work. The proposed schedule should reflect any potential issues.
- Prepare and submit bi-weekly written reports to update the City of the Project progress and schedule status.
- Consultant shall provide necessary time to meet/coordinate with the City and its community, City's elected public officials, and other agencies and organizations in support of the project. Consultants shall schedule, coordinate, and conduct necessary public outreach, including but not limited to, door hangers/flyer, group or individual meetings with impacted property owners/tenants, by the Consultant's in-house staff or by a public relations sub-consultant.
- Scheduling, notification, and compilation of information for distribution to the public.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

- Attend City Council meeting(s) regarding the environmental documents.
- Provide coordination with and obtain applicable permits from City of Salinas, County, State, and other agencies as needed. Consultant shall list in the proposal all anticipated permits necessary.

Task 2: Background and Existing Conditions

- The Consultant shall perform a field review at the project location and secure existing topographic, utility, and building conditions. The Consultant shall complete a field survey of the project location to obtain the data and information necessary to develop a topographic base map and complete the design and construction drawings. Survey should identify existing median islands, parkway facilities, BC and EC of curb returns, light poles, underground facilities, manholes, pull boxes, and point of connection for electrical and water sources. Survey must be in NAD83 CCS Zone IV and NAVD88.
- Consultant shall prepare an AutoCAD base drawing of the site and general surroundings.
- Research all information pertinent to the project such as records and documents in order to complete the project.
- The City will provide any and all as-built and record drawings available. The Consultant will need to work with local utility companies to obtain utility record drawings.
- Consultant shall identify all existing utilities within the project limits and potential conflicts during the design phase. Send notices to relocate and coordinate with all utilities including the City of Salinas. Perform all potholing as necessary for potential conflicts with utilities. The project schedule shall include provisions for the utility purveyors to physically relocate or adjust their utilities/facilities.
- Provide necessary Right of Entry exhibits and TCE legal descriptions and plat(s) for each property/parcel requiring the need for the purposes of removal, demolition, and construction of improvements.
- The Consultant shall use record maps to obtain right-of-way lines. All work shall remain within the City's property and right-of-way lines will be shown for reference only.
- Perform hazardous material sampling analysis, assessment, and survey for all surface/sub-surface structures (including, but not limited to asbestos, lead, soil and groundwater contamination, etc.) within areas impacted. Survey shall be performed by a Qualified Environmental Professional or Consultant licensed and certified to practice in the State of California.
- Provide a hazardous materials report and abatement/removal specifications. Abatement specifications shall conform to all applicable codes, ordinance, rules, regulations, orders, and other legal requirements of local, state, and federal agencies (e.g., City of Salinas, Monterey Bay Air Resources District,

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Cal/OSHA).

- Consultant shall identify potential impacts and determine the improvements for on-site and off-site areas.
- Prepare appropriate environmental documents to satisfy the requirements of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Environmental findings should be submitted to City of Salinas Planning Department for CEQA and Caltrans for NEPA.
- The Environmental Initial Study must identify significant environmental impacts for this project and document the mitigating measures to be included in the project. Consequently, the Consultant shall prepare the environmental documents, and distribute legal notices to affected residents / business operators.

Task 3: Draft Plans, Specifications and Estimates

- The Consultant shall develop 1 set of draft PS&E documents for BPMPL 5045(046). The Consultant shall coordinate with the City to resolve design questions or for clarification of details in advance of submitting draft documents. Draft PS&E documents should be near final condition at 60%.
- The City will provide comments to the Draft 60% PS&E submittal. The Consultant shall develop a comment response form. The Consultant will provide a response to every comment received from the Draft 60% PS&E submittal.

Task 4: Final Plans, Specifications and Estimates

- The Consultant shall develop 1 set of final PS&E document for BPMPL 5045(046). Final PS&E documents will be complete and ready to advertise. The consultant will provide all AutoCAD Civil 3D (2022 to latest edition) files for the final plans and base maps. PS&E package shall include Hazardous Materials Testing Report and abatement specifications, and general and technical specifications.
- Engineer's cost estimate should include all contract bid items. Quantity calculations shall be prepared, and unit costs developed to prepare an accurate cost estimate. Backup information used to estimate quantities and unit prices shall be provided to the City. A cross reference check shall be provided to the City ensuring that each item in the Engineer's Estimate is properly noted and described, including method of payment, with the contract specifications and that the specifications items of work are included in the estimate.

Task 5: Construction Support

- Provide on-going support services as required during the construction phase for any questions/clarifications from the Contractor and/or any revisions that may be necessary due to unforeseen conditions including appropriate number of submittal reviews. Propose for a not-to-exceed" dollar amount within the cost for proposal for BPMPL 5045(046).

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

- Attend pre-bid meeting and provide bid assistance with questions and addenda.
- Attend in all pre-construction meetings with the Contractor and City staff.
- If necessary, the Consultant may be asked to respond to request for information (RFIs) during the construction phase of the project.
- If necessary, the Consultant may be asked to respond to requested materials submittals.
- Provide as-built plans.

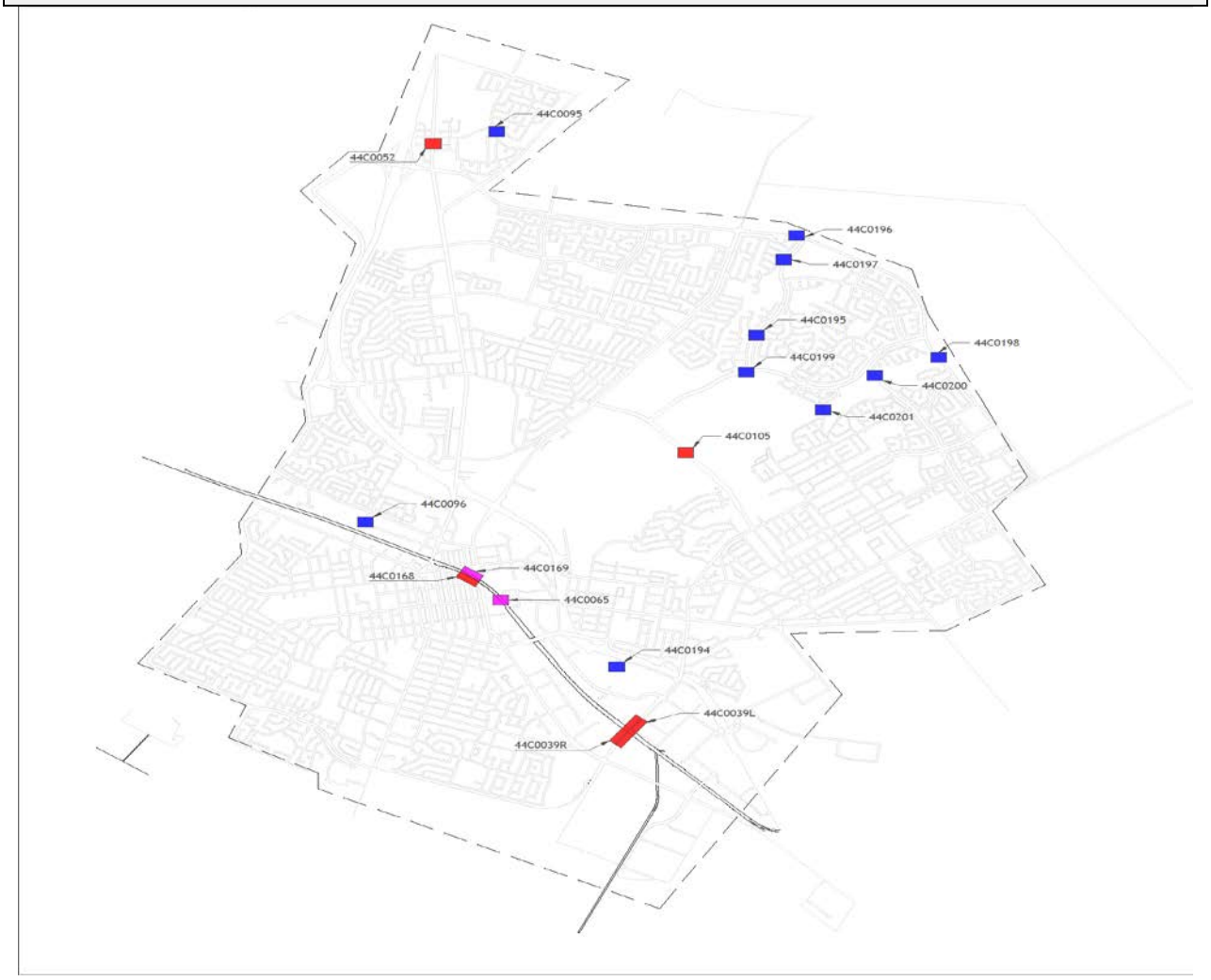
Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Appendix
APPENDIX 2
BRIDGE LIST

COUNTY LOCATION	AGENCY	BRIDGE NUMBER	LOCATION	FACILITY INSERSECTED	SUFFICIENCY RATING	SD/FO STATUS	WORK DESCRIPTION	DECK AREA (SQUARE METERS)
BPMPL 5045(046)								
MONTEREY	SALINAS	44C0168	FRONT ST	EAST FRONT STREET	88.8	NOT SD	METHACRYLATE SEAL, PATCH POTHOLE(S), REPAVE AC APPROACH ROADWAY, REPLACE JOINT SEALS AT ABUTMENTS, SMOOTH TRANSITIONS FROM TOP OF ABUTMENTS BACKWALLS AND DECK ELEVATION	624
MONTEREY	SALINAS	44C0039L	0.3 MI N ABBOT ST	UP RR & AMTRAK	56.2	SD	PATCH SPALLS AND UNSOUNDS CONCRETE, POLYESTER CONCRETE OVERLAY ON DECK, REPLACE JOINT SEALS, CLEAN AND PAINT STEEL SUPERSTRUCTURE	2490
MONTEREY	SALINAS	44C0039R	0.3 MI N ABBOT ST	UP RR & AMTRAK	69.4	SD	REPLACE JOINT SEALS, CLEAN DIRT FROM BEARINGS AT EACH ABUTMENT SEAL, PATCH SPALLS AND UNSOUND CONCRETE, POLYESTER CONCRETE OVERLAY ON DECK, REAPIR SPALL(S), SPLICE SEVERED TRANSVERSE REBARS	2538
~~**BPMPL 5045(047)**~~								
~~MONTEREY~~	~~SALINAS~~	~~44C0105~~	~~0.2 MI E CONSTITUTION BLV~~	~~GABLILAN CREEK~~	~~59.1~~	~~NOT SD~~	~~REPAIR BENT SECTION OF CORRUGATED INVERT OF PIPE, PREVENT FURTHER CORROSION ALONG INVERT OF STEEL PIPE CULVERT, INVESTIGATE AND PROVIDE ADEQUATE SCOUR MITIFATION AT BOTH ENDS OF CULVERTS.~~	~~184~~

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Appendix
APPENDIX 3
BRIDGE LOCATION MAP



LEGEND

- HBP ELIGIBLE
- NOT HBP ELIGIBLE
- NOT OWNED BY CITY (RAILROAD OWNED)
- CITY LIMITS

SALINAS
HIGH IN LAND | RICH IN VALUES

CITY OF SALINAS
LOCATION MAP

N

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE

Labor Law Requirements

(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates**: All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification and type of work. The current wage rate information can be found at the DIR's website at: https://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

   Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
2. **Apprentices**: Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form).

   Penalties for failure to pay prevailing wages (for non-exempt projects) and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.
3. **Certified Payroll Records**: All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all contractors and subcontractors must furnish **certified payroll records into the DIR's Electronic Certified Payroll Reporting ("eCPRs") database (https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp). Penalties apply to Contractor and any Subcontractors for failure to do so** under Labor Code §1777.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

4. **Subcontracting**: Contractors are required to list all subcontractors hired to perform work on this public works agreement.
5. **Proper Licensing/Registration**: All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.
6. **Job Site Notices**: Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR's website at: http://www.dir.ca.gov/wpnodb.html.
7. **Nondiscrimination in Employment – Equal Employment Opportunity ("EEO")**: Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
8. **Kickbacks Prohibited**: Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages pursuant to Labor Code §1778.
9. **Acceptance of Fees Prohibited**: Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.
10. **Unfair Competition Prohibited**: Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.
11. **Workers' Compensation:** Contractors and subcontractors must be properly insured for Workers' Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.
12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

PREPARED FOR THE

CITY OF SALINAS

BKF | MNS
STRONGER BY DESIGN



March 18, 2026

PROPOSAL FOR

Bridge Preventive Maintenance Program (BPMP), BPMPL 5054(046)

Proposal No. CISAL.260140

SALINAS CALIFORNIA

6 Quail Run Circle, Suite 203
Salinas, CA 93907
831.205.5880
www.mnsengineers.com

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

STRONGER BY DESIGN

March 18, 2026

City of Salinas
Attn: Jonathan Esteban, Engineer
200 Lincoln Avenue
Salinas, CA 93901

RE: Proposal for Bridge Preventive Maintenance Program (BPMP), BPMPL 5054(046)

Dear Mr. Esteban,

MNS Engineers, Inc. (MNS) appreciates the opportunity to submit this proposal for the Bridge Preventive Maintenance Program (BPMP) for the City of Salinas (City). Since 1962, MNS has provided quality infrastructure consulting services to municipalities throughout California but especially along the Central Coast.

We possess extensive successful BPMP project experience. We find ourselves uniquely qualified for these services within the State of California where consultants are rarely certified as National Highway Institute (NHI) bridge safety inspectors—highly valuable expertise for successful BPMP development and implementation.

BKF and MNS are actively merging and are now legally partnered to deliver your projects as one integrated team. This partnership brings together two trusted firms with complementary strengths, deeper agency experience, and a broader geographic reach. Clients benefit from enhanced capabilities, expanded resources, and the same reliable teams they already know. By uniting our expertise, we provide faster, smarter delivery and holistic solutions that create enduring value for the communities we serve.

Our Team's Core Benefits

PROFESSIONAL AND QUALIFIED TEAM

Leading the MNS team is Project Manager, **Kyle Turner, PE, CBI**. Kyle's career spans 20 years of extensive bridge design and inspection experience, from the smallest of pedestrian bridges to the largest concrete cable-stayed bridge in the world (spanning the Panama Canal). Kyle brings a technical competence-based, service-oriented, communicative style to his role as Project Manager and has led multiple successful BPMP projects throughout Southern California. Bridge Lead, **Chad Harden, PE, SE, CBI**, has dedicated his 23+ year career to improving the safety and performance of transportation infrastructure throughout California with a focus on seismic and flood hazards and resiliency. Chad also holds the non-redundant steel tension member (NSTM) inspection certification from NHI and serves as the Practice Technical Director. Quality Manager, **Dina Kasawdish, PE**, brings more than 15 years of bridge and structural engineering experience with a strong background in project management, design, coordination, and quality control across a wide range of transportation infrastructure projects, including highways, freeways, local roads, railroads, and river crossings. Her expertise includes managing design efforts and leading multidisciplinary teams through all phases of project delivery.

FIRM DETAILS

Legal Name
MNS Engineers, Inc.

Firm Ownership Type
C-Corporation

Year Firm Established
1962

California Department of Industrial Relations (DIR)
No. 1000003564

Local Office
6 Quail Run Circle, Suite 203
Salinas, CA 93907
831.205.5880

Project Manager and Authorized Signature
Kyle Turner, PE, CBI
760.908.2858 Mobile
kturner@mnsengineers.com

Bridge and Structures Practice



Technical Services

- Design and analysis
- Seismic evaluation and retrofit
- Emergency repairs
- Preventative maintenance
- Safety inspections
- Load ratings
- Construction support

HEADQUARTERS OFFICE

201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

805.692.6921 Office

www.mnsengineers.com

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

STRONGER BY DESIGN

MNS provides a robust Bridge Engineering team highly available and motivated to drive this project for the City. We have conducted similar work to that requested by this RFP as showcased by our diverse presentation of experience and projects. While we propose to perform all aspects of this project with internal capabilities, we have a vast partner network of highly qualified consultant firms that range the spectrum of technical specialties.

Our clients trust us to drive project success and deliver consistent quality. This is only possible through teamwork and a culture built on mutual support. From the Project Manager to the Engineer-in-Training, we work as a team with our clients and partners. We recognize our work as a public service and our number one priority is always the safety of the traveling public.

SIMILAR PROJECT EXPERIENCE

Our similar project experience for public agencies includes:

- County of Stanislaus, 43-Bridge Preventative Maintenance Project
- City of Corona, 32 Bridge Preventative Maintenance Program
- City of Rancho Cucamonga, Heritage Community Park Bridge
- County of Riverside Flood Control and Water Conservation District, Murrieta Creek Phase 2B Project Improvements at Rancho California Bridge over Murrieta Creek
- San Bernardino County Transportation Authority, Interstate 10 Express Lanes Design-Build

Detailed project descriptions and reference information are provided in Section 1.

We are fully committed to giving this project the quality attention it deserves and the City and its residents expect. MNS is devoted to providing the exceptional service required to not only provide a successful outcome, but an enjoyable experience throughout the life of the project. We are especially excited to assist the City in extending the lifespan of its bridge inventory—a worthwhile pursuit that will pay dividends in the long run. Please contact me at **kturner@mnsengineers.com** or **760.908.2858** with any questions. Thank you for your consideration and I look forward to hearing from you.

Sincerely,

MNS Engineers, Inc.



Kyle Turner, PE, CBI
Project Manager and Vice President, Bridge & Structures

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB



CONTENTS

SECTION 1. Qualifications and Experience **4**

SECTION 2. Key Staff **11**

SECTION 3. Work Plan **14**

APPENDIX A. Required Forms and Statements **A-1**

COST PROPOSAL **SEPARATE SEALED ENVELOPE (MAILED HARD COPY)**

BKF | MNS

STRONGER BY DESIGN

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB



SECTION 1.

Qualifications and Experience

About MNS

Established in 1962, MNS provides quality infrastructure consulting services to the transportation, water resources, and government service markets throughout California. MNS offers a proven depth of resources and services that allow us to deliver superior quality and service. Our reputation is built on clear and direct communication and quality services. We support our clients every step of the way.

We offer our clients our experience, capabilities, and leadership across the spectrum of infrastructure project types:

- Local, state, and federal grant writing support
- Preliminary engineering and feasibility studies
- Bridge and structure inspection
- Bridge and structural engineering
- California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) environmental studies and reporting
- Hydraulic and hydrology and bridge scour analysis
- Bridge/Infrastructure Asset Management
- Preparation of contract documents—plans, specificiations, and estimates (PS&E)
- Stormwater Pollution Prevention Plan (SWPPP)
- Permitting with counties, cities, Caltrans, and other local, state, and federal regulatory agencies
- Pre-bid and bid phase assistance
- Coordination with project stakeholders and utilities
- Constructability review and construction support engineering

Bridge and Structural Engineering

The MNS Bridge and Structural Engineering team supports and leads civil infrastructure capital improvement projects spanning transportation, government services, flood control, land development, and water resources disciplines. From concept to completion and design to preservation, our team provides preliminary engineering to final structural design and PS&E, inspection, seismic evaluation, retrofit, repair, rehabilitation and strengthening, and construction support services for bridges, retaining walls, culverts, pump stations, maintenance facilities, and other structures.

We maintain extensive experience with Bridge Preventative Maintenance Program (BPMP) projects, both Plan Development and Bridge List phases. We also have experience with other Highway Bridge Program (HBP) priority project types, including Repair, Seismic Retrofit, Scour Countermeasures, and Replacement.

Permitting and Coordination

Most of our projects require extensive coordination with permitting agencies. We have proven and recognized experience coordinating with multiple agencies, utilities, and permitting for environmental protection including US Army Corps of Engineers, US Fish and Wildlife Services, and State Water Board. Regulatory permits are common to the projects we manage and we have an in-depth understanding of the various requirements and restrictions associated with each permit. Many of our projects have multiple funding sources, including local, state, and federal, requiring detailed contract administration requirements and procedures.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Environmental Services

MNS offers the preparation of environmental documents that address the full range of environmental and technical issues, with specialists providing technical evaluations, surveys and mapping, and modeling to support CEQA findings. Our team's technical analyses are consistent with current best practices and regulatory methodologies, and reports are structured to support the CEQA and NEPA processes through analysis of direct and indirect impacts and recommended mitigation measures. MNS provides the following environmental compliance services:

CEQA

- Categorical/Statutory Exemption
- Section 15183 Compliance Memorandums
- IS/MND
- Environmental Impact Reports (EIR)

NEPA

- Categorical Exclusions
- Environmental Assessments (EA)
- Findings of No Significant Impacts (FONSI)
- Environmental Impact Statements (EIS)

Land Surveying

Our land surveying department is comprised of municipal surveying, right-of-way (R/W) engineering, design surveying, and construction staking services.

R/W Engineering. Our R/W Engineering Division has excellent working knowledge of policies and procedures regarding R/W acquisition and tailor our products to match local agency requirements. We also have experience in providing early project support preparing R/W data sheets and associated cost estimates. We also provide monument preservation services typical for roadway construction projects.

Design Surveying. Our Design Surveying Division has extensive experience in R/W, boundary and easement retracement, ground, aerial and bathymetric topographic mapping, utility mapping, as-builts, and three-dimensional (3D) scanning survey data collection. Typical projects encompass roadways, bridges, pipelines, and municipal projects including water, recycled water, and wastewater processing and treatment plants.

Construction Surveying. Our Construction Surveying Division provides construction surveying for water treatment facilities, pipelines, roadways, bridges, retaining walls, and multiple-story buildings. We provide stability monitoring for projects requiring excavation near adjacent structures and monument preservation services as needed.

Project Funding Administration

For over 60 years, MNS has been successfully delivering Caltrans and public works projects involving federal, state, and regional funding sources, requiring the project to be administrated in accordance with the Caltrans Local Assistance Procedures Manual (LAPM), Caltrans Local Assistance Program Guidelines (LAPG), and Caltrans Construction Manual. We understand the importance of having detailed and accurate contract administration in order for the agency to receive maximum reimbursement of the funding allocated to the project.

On average, approximately 75% of our projects are funded at the federal or state level. Consequently, we model our procedures, contract administration, and financial database system in accordance with the Caltrans LAPM to meet all funding and administration requirements. In the last decade, we have administered over $1B in programmable money.

Caltrans Experience

MNS serves on the Technical Transportation Advisory Committee (TTAC) and has successfully delivered numerous Caltrans oversight projects. Our firm has expert-level knowledge of Caltrans guidelines, Caltrans LAPM, Caltrans LAPG, Caltrans Construction Manual, and Caltrans staff coordination.

Project Experience

The projects shown on the following pages are each meant to represent an example of our experiences with similar projects or specific components of the proposed project we believe are important to highlight.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

RELEVANT PROJECT EXAMPLES



County of Stanislaus

Bridge Maintenance Project

Description

MNS is providing survey and R/W, civil and structural engineering, and environmental and regulatory planning services to prepare PS&Es for this 43-bridge, BPMP. The project supports maintenance and rehabilitation of bridges at various locations throughout the county, with bridges constructed from 1911 to 1979 providing local community access and connectivity over important local irrigation canals operated by CCID, MID, PID, SID, SLDMWA, SSJID, and TID. Bridge types include cast-in-place (CIP) concrete slabs, T-beams, and arches, precast girders and CIP and post-tensioned box girders, and built-up and composite steel girders. Substructure types vary from pier walls, concrete and timber piles, spread foundations, and thru-pile extensions. Complex bridges include the Golden State Boulevard overhead of UPRR tracks—a 23-span built-up steel plate girder bridge, the Oakdale-Waterford Highway over Dry Creek—a continuous three-span RC deck arch bridge constructed in 1918, and other river bridge crossings. The team employed a programmatic approach process to manage the Caltrans Local Assistance forms, encroachment permits, and environmental studies. Three teams of bridge engineers performed a detailed inspection of each bridge, led by NHI-certified bridge inspection team leaders from MNS. The bridge inspection documented accessible bridge elements exposed above ground including the bridge approach, barriers, deck, soffit, girders, supports including bents and abutments, wing walls/return walls, and slope lining. The inspection team also completed the Initial Site Assessment (ISA) Checklist which will include a site screening for hazardous materials and petroleum products using the Caltrans ISA Guidance Document. The bridge inspection and subsequent work recommendations and associated PS&E deliverables follow the guidance of the AASHTO Manual for Bridge Evaluation (MBE), the Bridge Inspector's Reference Manual (BIRM, 2022 NBIS), and by reference, requirements of Federal Highway Administration (FHWA) Bridge Inspector's Reference Manual (BIRM).

LOCATION
Stanislaus County, CA

CONTRACT VALUE
$1.4M

CONSTRUCTION COST
$5M

DATES
2025 - current

PROJECT OUTCOME
On time and budget

KEY TEAM MEMBERS
Kyle Turner, Project Manager
Chad Harden, Bridge Lead

REFERENCE
Nathan Machado
Engineer III
209.525.4130
machadon@stancounty.com

KEY SIMILARITIES

- BPMP w/ Multiple Sites
- Bridge Inspection
- R/R Coordination

BKF MNS STRONGER BY DESIGN

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

RELEVANT PROJECT EXAMPLES



City of Corona

32 Bridge Preventative Maintenance Program

Description

Kyle led this Plan Development phase BPMP project for the City of Corona. The project scope consisted of reviewing all existing documentation of each bridge, inspecting all 32 bridges in the City's inventory in order to confirm previously documented deficiencies and document new or expanded deficiencies; quantifying deficiencies; recommending repair types; developing cost estimates; and compiling all documentation into a single BPMP Report. The Report included a list prioritizing bridges for repair based on an algorithm developed in conjunction with City criteria, including consideration of available funding. Ultimately, the main project objective was to set up the Bridge List phase so the project could run smoothly and efficiently.

LOCATION
Corona, CA

CONTRACT VALUE
$250K

CONSTRUCTION COST
N/A

DATES
2023 - 2024

PROJECT OUTCOME
On time and budget

KEY TEAM MEMBERS
Kyle Turner, Project Manager

REFERENCE
Ismael Rivera
Project Manager
951.736.2304
ismael.rivera@coronaca.gov

KEY SIMILARITIES

- BPMP w/ Multiple Sites
- Bridge Inspection
- R/R Overheads

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

RELEVANT PROJECT EXAMPLES





City of Rancho Cucamonga

Heritage Community Park Bridge

Description

MNS provided structural peer review and independent PS&E check services for the Heritage Park Bridge over Demens Creek Channel, providing multi-modal access (vehicular, pedestrian, and equestrian) between Heritage Park and the Outdoor Equestrian Facility. The project replaces three existing timber bridges with a single cast-in-place slab bridge to maintain access to the equestrian facilities, trails, and Fire District emergency response staging area. The bridge improvements are subject to permitting with both United States Army Corps of Engineers (USACE) and San Bernardino County Department of Public Works (SBCDPW). MNS supported the City to guide the Project Engineer of Record to adhere to Caltrans design criteria and conventional bridge practice for PS&E delivery, enhancing the project's structural integrity, safety, and constructability. MNS supported the City's efforts for effective communication and collaboration with the Project Engineer of Record to ensure the project met critical final deadlines for funding.

LOCATION
Rancho Cucamonga, CA

CONTRACT VALUE
$330K

CONSTRUCTION COST
$3M

DATES
2025 - current

PROJECT OUTCOME
On time and budget

KEY TEAM MEMBERS
Kyle Turner, Principal-in-Charge
Chad Harden, Project Manager

REFERENCES
Romeo David
Associate Engineer
909.774.4070
romeo.david@cityofrc.us

Marlena Perez
Principal Engineer
909.774.4058
marlena.perez@cityofrc.us

KEY SIMILARITIES

- Caltrans Standards
- Multi-Agency Coordination
- Construction Support

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

RELEVANT PROJECT EXAMPLES



County of Riverside Flood Control and Water Conservation District

Rancho California Bridge and Winchester Road Bridge over Murrieta Creek

Description

MNS performed capacity evaluation of the existing Rancho California Bridge (Phase 2B) and Winchester Road Bridge (Phase 2C) crossings over Murrieta Creek, due to channel modifications as part of the USACE Murrieta Creek Project Improvements. The Murrieta Creek improvements project will permanently lower the creek invert by approximately 5 feet and 10 feet at the Rancho California and Winchester Road bridges, respectively, to achieve an Ultimate stream profile, potentially affecting the stream loading on the bridge and the resulting pile capacity due to the change in soil overburden over the piles.

At Rancho California Bridge, the team evaluated the structural and geotechnical capacity of the bridge foundation subjected to multiple live load vehicles and stream forces for 100, 200, and 500-year channel events, and in multiple loading situations including the existing condition, construction condition for excavation adjacent to footings, and the ultimate condition with installation of a grouted stone scour countermeasure at a lowered invert elevation. The team delivered an exhaustive review and analysis in two months to help USACE and the District meet their bid and grant funding schedule. The load rating demonstrates that the proposed Murrieta Creek improvements reduce stream loading on the existing Rancho California Bridge and improve conditions for foundation stability.

Following our successful delivery of solutions for Phase 2B, MNS evaluated the effect of the modified channel configuration at Winchester Road Bridge. While the stream configuration reduced hydraulic demands, this location had additional complexity due to scour without the benefit of a countermeasure, and is subject to liquefaction and lateral spreading.

LOCATION
Riverside County, CA

CONTRACT VALUE
$206K

CONSTRUCTION COST
$117M

DATES
2024 - current

PROJECT OUTCOME
On time and budget

KEY TEAM MEMBERS
Kyle Turner, Project Manager
Chad Harden, Structures Lead

REFERENCES
Rob DeMeritt
Associate Engineer
951.955.9322
rdemerit@rivco.org

Julianna Adams, Emergency Management and Government Affairs
951.955.1299
jadams@rivco.org

KEY SIMILARITIES

- Bridge Inspection
- Structural Evaluation
- Agency Coordination

BKF MNS STRONGER BY DESIGN

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

RELEVANT PROJECT EXAMPLES



San Bernardino County Transportation Authority (SBCTA)

Interstate 10 Express Lanes Design-Build

Description

This $673M project involved the design and construction of 10 miles of improvements to implement dual express lanes in each direction of Interstate 10, from the Los Angeles/San Bernardino County line to east of the Interstate 10/15 interchange. To accommodate the added express lanes, the project has widened or replaced 20 bridge structures, including six overcrossing replacements, two undercrossing replacements, seven undercrossing widenings, and five bridge widenings over channels. The project involved bridge maintenance improvements including barrier replacement, spall and damage repair, and deck overlay of multiple bridge structures. All bridges were load rated as part of the construction phase. Significant design and construction challenges included complex and highly skewed bridges, staged freeway bridge replacements, and maintenance of traffic.

Complex bridge analysis was conducted for seismic pushover analysis, superstructure design, and stress analysis at each stage of erection, deck placement, and post-tensioning. Chad led and trained a nationwide team of engineers to deliver the design and PS&E for 10 bridge widenings and replacements, special structures, and over 40 special-designed retaining walls in an accelerated 18-month schedule. Successful and timely delivery of the structures' milestones required adherence to the project quality management program, constant collaboration between the SBCTA, Caltrans, Design, and Construction, and daily or weekly coordination between all disciplines and partners including roadway, structure, drainage, maintenance of traffic and intelligent transportation systems, utility relocation design, tolling, signals, lighting, landscape architecture, and survey. As part of the work program, Chad coordinated and recorded seismic design training modules, led by himself and senior staff, for a consistent design approach across the team. Services were provided by Kyle and Chad prior to joining MNS.

LOCATION
Riverside County, CA

CONTRACT VALUE
$28M

CONSTRUCTION COST
$673M

DATES
2024 - 2025

PROJECT OUTCOME
On time and budget

KEY TEAM MEMBERS
Kyle Turner, Bridge Engineer
Chad Harden, Structures Lead

REFERENCES
Sal Chavez
Project Delivery Manager
909.884.8276
chavez@gosbcta.com

Justin Cheaney, Structures Manager, Lane Security Paving Joint Venture
909.264.2965
jcheaney@lanesecurityjv.com

KEY SIMILARITIES

- Maintenance Repair Designs
- Multiple Sites
- Construction Support

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

SECTION 2.

Key Staff

The key to a successful project is a highly qualified team. We are confident our professional and experienced team will provide the City with quality services under this contract. Our team was assembled to meet the specific elements and needs for this contract. This section provides the requested experience of our Project Manager, as well as detailed resumes of our supporting staff.

We offer the following team of professionals to work with City staff, keeping these key objectives in mind:

- Quality service and project deliverables
- Time and budget efficiency
- Regular communication and responsiveness
- Application of local knowledge and technical and practical expertise
- Open minds and sincere effort
- Public service as a priority

Organizational Chart

>> DETAILED RESUMES are available upon request.



Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Key Team Members

Kyle Turner, PE, CBI

ROLE	Project Manager
YEARS EXP	20
LICENSE/ CERTIFICATE	Professional Civil Engineer, CA No. 86211; FHWA-NHI-Certified Bridge Inspector (CBI)
EDUCATION	» MS, Structural Engineering, University of California, San Diego, CA » BS, History, United States Naval Academy, Annapolis, MD



Mr. Turner is a leader, communicator, and technical problem solver with a diverse set of professional experiences. Kyle worked on the design team for the Atlantic Crossing of the Panama Canal, a world record-setting concrete segmental cable-stayed bridge.

Sample projects (in addition to those in Section 1) include:

- City of Indian Wells, 8-Span Golf Cart and Pedestrian Bridge over Whitewater River BPMP Project
- City of San Diego, 16 Bridge BPMP Project
- Tennessee Department of Transportation, Hernando de Soto Tied-Arch Bridge over Mississippi River, Rope-Access Bridge Inspection
- City of Oceanside, Hill Street Multi-Span Steel Arched Deck Truss over San Luis Rey River, Rope Access Bridge Inspection and Load Rating
- San Bernardino County, National Trails Highway (Route 66) over Sombra Ditch Emergency Inspection and Repair PS&E Design
- InSite Development Group, Entry Road Overhead Bridge over UPRR in Pico Rivera
- Crown Valley Parkway Overhead Bridge Widening over SCRRA

Chad Harden, PE, SE, ENV SP

ROLE	Bridge Lead
YEARS EXP	23
LICENSE	Professional Structural Engineer, CA No. 5232; Professional Civil Engineer, CA No. 67648; FHWA-NHI-130092 Load and Resistance Factor Rating of Highway Bridges; FHWA-NHI-130056 Safety Inspection of In-Service Bridges for Professional Engineers Cal-OES Safety Assessment Program (SAP) Evaluator Certification, No. 92718; Envision Sustainability Professional, CA No. 70177
EDUCATION	» MS, Structural Engineering, University of California, Irvine, CA » BS, Civil Engineering, University of California, Irvine, CA



Mr. Harden has over 23 years' experience in project delivery for structure planning, design, inspection, and PS&E. Chad's work spans a diverse range of structure types and services including bridge design and load rating and existing structure evaluation.

Sample projects (in addition to those in Section 1) include:

- County of Ventura, Old Telegraph Road Emergency Bridge Inspection
- SBCTA, Interstate 15 Corridor Freight and Express Lanes PS&E
- Orange County Transportation Authority, Interstate 405 Corridor Express Lanes Design-Build

Dina Kasawdish, PE

ROLE	Quality Manager
YEARS EXP	15
LICENSE	Professional Civil Engineer, CA No. 84019
EDUCATION	» BS, Structural Engineering, University of California, San Diego, CA



Ms. Kasawdish has over 15 years of bridge and structural engineering experience with a strong background in project management, design, coordination, and quality control across a wide range of transportation infrastructure projects, including highways, freeways, local roads, railroads, and river crossings. Dina's expertise includes managing design efforts and leading multidisciplinary teams through all phases of project delivery.

Sample projects include:

- City of Torrance, Prairie Avenue Bridge Rehabilitation
- City of Temecula, Interstate 15/ French Valley Parkway Interchange Improvements, Phase II
- City of Encinitas/SANDAG, El Portal Pedestrian Underpass

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Staff/Role	Firm	Credentials	Yrs Exp	Select Project Experience
Mike Embley, PE Bridge Engineer	MNS	» Professional Engineer, CA No. 90710 » FHWA-NHI-130092 Load and Resistance Factor Rating of Highway Bridge » MS, Civil Engineering (Structural Emphasis), Brigham Young University, Provo, UT » BS, Civil and Environmental Engineering, Brigham Young University, Provo, UT	13	» Rancho California Road Bridge over Murrieta Creek Phase 2B, Riverside County Flood Control District » Plan Check for Santa Paula Creek Bridge over Santa Paula Creek, Ventura County Watershed Protection District » Interstate 10 Corridor Express Lanes Design-Build, SBCTA » Heritage Park Bridge Replacement, City of Rancho Cucamonga
Andres Lozano, PE, CBI Bridge Engineer	MNS	» Professional Civil Engineer, CA No. 93285 » Certified Bridge Inspector (CBI), Safety Inspection of In-Service Bridges for Professional Engineers, FHWA-NHI-130056, National Highway Institute » MS, Structural Engineering, University of California, Irvine, CA » BS, Civil and Environmental Engineering, University of California, Irvine, CA » AS, Mathematics, Mendocino College, CA	8	» Marin County Bridge Preventative Maintenance Plan, County of Marin » Interstate 10 Corridor Express Lanes Design-Build, SBCTA » Santa Ana River Trail Aliso Canyon Bridge, County of Riverside » Interstate 10 Jackson Bridge Overcrossing Replacement, Coachella
Debra Leight Environmental Lead	MNS	» BA, Environmental Analysis and Design, Global Sustainability Minor, University of California, Irvine, CA	25	» Big Bear Lake/Rathbun Trail Pedestrian Bridge Project, SBCTA » Cary-Haas Bridge Replacement Project, City of San Leandro » Highwood Drive Box Culvert at North Babb Creek Feasibility Study, City of San Jose
April Nakagawa Regulatory Permitting Lead	MNS	» Professional Wetland Scientist (PWS) Certification No. 3961 » California Rapid Assessment Method (CRAM) for Riverine Wetlands-Certified Practitioner » Wetland Delineator Certification Program » MS, Environmental Studies, California State University, Fullerton, CA » BA, Anthropology, California State University, Fullerton, CA	9	» Pu'éska Mountain Parkway Bridge Project, Brookfield Properties and City of Temecula » Hayes Avenue Emergency Bridge Replacement Project, City of Murrieta » Meloland Bridge Replacement Project, Imperial County Public Works Department
Tony Salas, PE (WA) Traffic Engineer	MNS	» Professional Civil Engineer, WA No. 20101200 » BS, Civil Engineering, emphasis in Transportation, California State Polytechnic University, Pomona, CA	14	» Interstate 10/Cherry Valley Interchange, City of Calimesa » West Street Road Diet - Traffic Signal Improvements, City of Soledad
Chris Vandrey, PLS, CFedS Surveyor	MNS	» Professional Land Surveyor, CA No. 8783 » Certified Federal Surveyor, No. 1734 » Coursework, Los Angeles Pierce College and Los Angeles Mission College, CA	25	» On-Call Municipal Surveying Services, City of Salinas » On-Call City Surveying Services, City of Greenfield
Reilly Murphy, RPA Cultural Resources	MNS	» Registered Professional Archaeologist (RPA), No. 36341384 » MA, California State University, Los Angeles, CA » BA, University of California, Los Angeles, CA	16	» Phase I Survey and Extended Phase I Testing for the Martin Resorts Pedestrian Bridge Project, Martin Resorts, Pismo Beach » Cultural Resource Management Support, Fort Hunter-Liggett, Monterey County

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

SECTION 3.

Work Plan

Project Understanding

The City of Salinas is advancing improvements through the Bridge Preventative Maintenance Program (BPMP) to preserve critical transportation infrastructure, extending the service life of existing bridges within the City's inventory. The bridges included in this program exhibit deterioration typical of aging bridge structures exposed to traffic loading, environmental exposure, and long-term service conditions. Preventative maintenance (PM) and targeted repairs are therefore necessary to maintain structural integrity, ensure public safety, and reduce long-term lifecycle costs.

The proposed project will develop repair strategies and construction documents for three bridges within the City's inventory:

- Sanborn Road Over Union Pacific Railroad (UPRR) & AMTRAK – Bridge No. 44C0039L
- Sanborn Road Over UPRR & AMTRAK – Bridge No. 44C0039R
- East Market Street Over East Front Street – Bridge No. 44C0168

Recent bridge inspection reports have identified deterioration of several bridge elements including deck surfaces, joint seals, concrete elements, and steel components. Preventative maintenance repairs have been recommended to address these deficiencies and restore the bridges to a state of good repair.

The City of Salinas' goal for this project is to develop a biddable PS&E package that is compliant with requirements, policies, and procedures of the Caltrans BPMP Guidelines for Local Agencies, the Highway Bridge Program (HBP), and the Federal Highway Administration (FHWA). Our team is well-versed in providing BPMP PS&E packages that meet funding agency requirements and ultimately reduce long-term cost and risk over the lifespan of these valuable City assets.

Our Project Manager and other team members have performed BPMP PS&E phase projects for multiple agencies, including for 16 bridges for the City of San Diego, 8 bridges for the City of Orange, an 8-span river crossing for the City of Indian Wells, and 43 bridges for Stanislaus County. We recently assisted in acquiring funding through the Caltrans BPMP program for the City of Fontana, and performed the BPMP Planning, Prioritizing, and Reporting phase project for 32 bridges for the City of Corona.

We understand the funding, technical, and managerial challenges associated with this project, the solutions to those challenges, and how to implement them on time and on budget. Our Project Manager and staff are dedicated to providing the service necessary to make this project successful.

Project Approach

Based on available bridge inspection reports and the preliminary bridge list, the anticipated work generally includes deck preservation, localized structural repairs, and improvements to bridge elements vulnerable to deterioration. Typical repairs expected as part of this BPMP project include:

- Methacrylate deck sealing
- Polyester concrete deck overlays
- Concrete spall repairs and patching of unsound concrete
- Replacement of deteriorated joint seals
- Cleaning and recoating of steel structural components
- Repair of damaged reinforcement and localized structural elements
- Repaving approach roadways and smoothing deck transitions

We have assembled a team of competent professionals to provide the expertise critical to the success of this project, led by a project manager with a history of design, inspection, and experience leading BPMP projects. Our Bridge & Structures Practice is committed to providing dedicated staff and leadership to this project to give the City the highest possible probability of achieving the desired outcome. We appreciate the opportunity to present the following approach:

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Project Management Approach

Project Manager, Kyle Turner, PE, CBI, has served in leadership positions at every stage of his life. Educated at the United States Naval Academy in Annapolis, Maryland, his leadership skills were sharpened through experience in the combat zone as a United States Marine Corps Officer, experience as an engineering company founder and research principal investigator, and structural engineering practice builder. Kyle is accustomed to the responsibilities and pressures of leadership. Kyle's approach to project management is one of active participation—trust but verify, two-way communication, transparency, and ownership. Kyle's team does not make excuses—they solve problems. Our goal is not only to deliver a healthy project, but to make the process an enjoyable collaboration whereby everybody learns and grows in a supportive and team-oriented environment.

It takes all project stakeholders to make a project successful: the client, the consultant team, and oversight. A good leader understands everyone's value, assumes positive intent, and draws the best out of each individual. A successful outcome is the result of great teamwork, but Kyle understands the burden rests on the Project Manager to overcome the obstacles to that success.

QUALITY MANAGEMENT PLAN (QMP)

Our philosophy is that the Project Manager, Kyle Turner, PE, CBI, assumes complete responsibility for quality across the project. We will implement a QMP, including Quality Assurance (QA) and Quality Control (QC) measures, and Interdisciplinary Reviews (IDR) at each phase of design.

SCHEDULE AND BUDGET

We developed the project schedule based on durations of individual scoped tasks, milestones required to be reached prior to beginning work on any products, reasonable review times required for oversight, adequate coordination time, our understanding of agency workflows, and our Project Manager's ability to keep the project on track through regular communication.

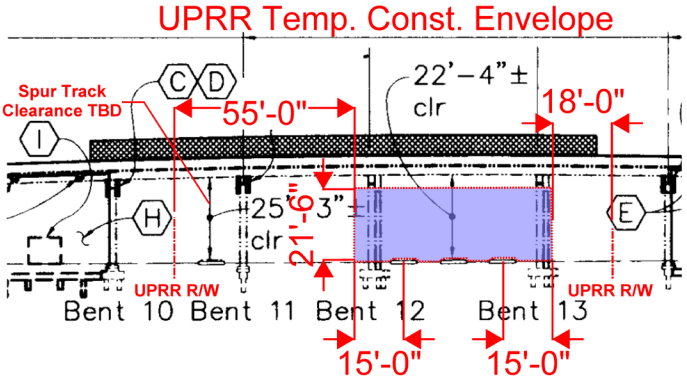
We develop our fee proposals based on a bottom-up approach, meaning we estimate the number of hours required for each individual engineer, planner, scientist, surveyor, and leader to complete each scoped task from concept to approval, multiply by billing rates, and add other direct costs. We understand while this is a business, it is at the expense of the taxpayer. With that in mind, we target our budgets for efficiency, requiring very engaged project and task management.

Design Approach

COORDINATION AND PROJECT DELIVERY

Successful delivery of this project will require close coordination with City staff, regulatory agencies, and other stakeholders. Two of the project bridges cross UPRR and AMTRAK corridors, requiring careful coordination with the railroad operators and adherence to railroad safety requirements during design development and construction planning. Based on the current project scope, access to UPRR R/W (right-of-way) is not anticipated to be required to support field investigations or design activities. Field review and design development are anticipated to be completed without encroachment into railroad R/W.

Construction activities, however, are expected to require access to UPRR R/W. The contractor will likely construct a temporary platform suspended from the bridge (and over the tracks) to facilitate coating removal, containment, and recoating activities. Although the contractor may only require a narrow depth of a 2-foot work area over the limited areas at the track crossings, this is compounded by the existing bridge minimum vertical clearance, and adherence to required temporary horizontal construction clearances by UPRR. The contractor will be responsible for coordinating directly with UPRR and obtaining all required railroad permits, agreements, flagging services, and approvals in accordance with UPRR requirements. Our team's critical first step is to draft a preliminary engineering exhibit to support and submit our application for Right of Entry Agreements, which allow third parties to access UPRR property for short-term tasks such as painting. MNS will evaluate the required temporary minimum vertical clearance and if needed, submit an exemption for UPRR approval.



Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Throughout the project, coordination meetings and progress updates will be conducted to maintain communication, address potential issues early, and ensure the project remains on schedule and within budget.

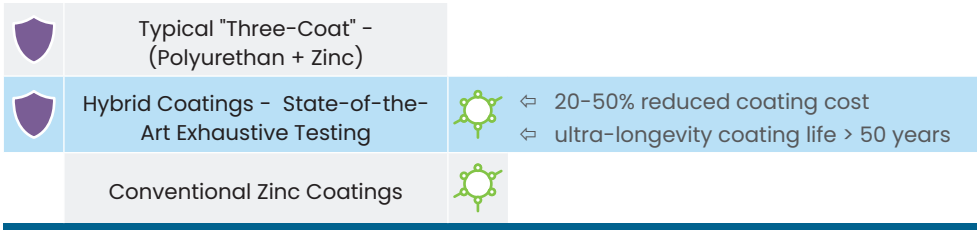


Figure 2: State-of-the-art, self healing coatings provide enhanced protection through several mechanisms: impermeable barrier properties, chemical bonding, and self-healing capabilities.

Following completion of design, we will provide support during the bid and construction phases including responses to contractor questions, review of submittals, and preparation of as-built drawings.

FEDERAL FUNDING AND REGULATORY COMPLIANCE

The project is federally funded through the Highway Bridge Program and will be administered in accordance with the requirements of the Caltrans Division of Local Assistance. As such, all project documentation, environmental review, and design development must comply with the Caltrans LAPM and other applicable federal and state regulations.

Compliance with these requirements will be essential to maintaining eligibility for federal reimbursement and ensuring a smooth project delivery process.

Environmental documentation will be required to satisfy both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The environmental process will evaluate potential impacts associated with the bridge repairs and identify appropriate mitigation measures where necessary. In our experience, it is highly likely that these maintenance repairs results in no adverse impacts for CEQA/NEPA and exemptions/exclusions can be pursued.

PROJECT INVESTIGATION AND EXISTING CONDITIONS

A comprehensive understanding of existing site conditions will be necessary to support the development of repair designs. The project will include field investigations and data collection activities including existing topographic survey, bridge condition verification, and utility research.

Additional survey data will be collected if needed to support preparation of a project base map and identify existing roadway features, bridge elements, and utilities within the project limits.

When document review is complete and any permissions required are received, we will dispatch a pair of bridge inspectors, led by a NHI-certified bridge safety inspection team leader, to perform detailed PM inspections of each bridge. The purpose of these inspections is to both quantify to a high degree of accuracy each BPMP-eligible deficiency and to document any other deficiencies, especially related to safety. The accuracy and completeness of these inspections set up the rest of the project, including construction, for the best possible opportunity to succeed.

DEVELOPMENT OF PS&ES

While we will deliver inspection reports for each bridge, the primary deliverable for this project will be a complete set of PS&Es suitable for construction bidding. The design process will involve evaluation of bridge deficiencies, development of appropriate repair strategies, and preparation of construction documents that meet City standards and Caltrans requirements.

For the Sanborn Road OH Left Bridge (Bridge No. 44C0039L), it is recommended in the BPMP Bridge List to clean and paint steel superstructure. Successful delivery of this scope of work and preparation for contractor activities requires a clear understanding of the required contractor work activities and preparation for early permitting action items to avoid schedule impacts. The work program will be well defined with all project stakeholders through the permitting process and project development team (PDT) meetings. We have real experience working with contractors, fabricators, and the Turner-Fairbanks FHWA Coatings and Corrosion Laboratory, to identify the best coating solutions and materials for multiple projects and environments.

Our team will prepare draft PS&E documents for City review and comment, followed by the development of final construction documents ready for advertisement. The final PS&E package will include construction plans,

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Updated 040726

Scope of Work

TASK 1 *Project Coordination and Management*

Effective project management is essential to delivering coordinated, constructible, and BPMP-eligible construction documents. Field assessments will directly inform design decisions, and active leadership will be maintained throughout the project to minimize complexity and maintain schedule and budget control.

SUBTASK 1.1 *Project Management*

This subtask includes overall project administration, internal coordination, invoicing, and tracking scope; schedule; and budget; and providing those regular updates through monthly progress reports and schedule lookaheads (including attention to critical path items); and generally supervising and guiding all sub-discipline leads to ensure conformance with the contract provisions. Since this project is funded through the HBP, Local Assistance Program Guidelines [Chapter 6]), it will follow the Caltrans approval process as outlined in the Office of Special Funded Projects (OSFP) Information and Procedures Guide and LAPM.

This task will also encompass the Quality Management Plan (QMP). Project Manager, Kyle Turner, PE, CBI, assumes all responsibility for quality and will implement the QMP throughout the project. QC is a function of Quality Management but will be performed and budgeted for at the discipline level. Kyle will ensure that those QC checks are being performed—a process called QA—which will be budgeted under this subtask.

SUBTASK 1.2 *Project Meetings*

Shortly after Notice to Proceed (NTP), we will schedule and provide agenda (and minutes) for a project kick-off meeting to be attended (in-person or virtually) by the Project Manager and Project Engineer. We will host up to six project development team (PDT) meetings throughout the course of the project.

SUBTASK 1.3 *Project Schedule*

We estimate the duration of this project to be six months.

SUBTASK 1.4 *Progress Reporting*

Progress reports will be provided on a monthly basis attached to monthly invoices.

Task 1 Deliverables

- Monthly invoices
- Monthly progress reports
- Schedule updates
- Meeting agendas and minutes

TASK 2 *Background and Existing Conditions*

Accurate data collection and field verification are critical to developing effective preventative maintenance designs. Field assessments will be led by experienced engineering inspection staff to document and quantify BPMP-eligible and ineligible deficiencies.

SUBTASK 2.1 *Data Collection*

SUBTASK 2.1.1 OFFICE DATA COLLECTION

We will review available bridge as-built plans, inspection reports, utility records, R/W information, and related documentation.

TASK 2.1.2 FIELD DATA COLLECTION

Field assessments will be conducted to verify existing deficiencies and identify any additional deficiencies requiring attention. Deficiencies will be quantified and mapped to support design development. Any immediate safety concerns will be promptly communicated to the City.

SUBTASK 2.2 *Field Review*

We will contact the Caltrans District Local Assistance Engineer (DLAE) to determine whether a formal field review is necessary for project authorization in accordance with LAPM Chapter 7 and coordinate with all stakeholders.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

SUBTASK 2.3 *Survey*

Survey services will be performed to obtain the data and information necessary to develop a topographic base map to support proposed improvements. Survey limits will be minimized and targeted to support efficient design development. All survey data will be prepared in NAD83 California Coordinate System, Zone IV, and NAVD88 vertical datum.

SUBTASK 2.4 *Utility Coordination (Optional)*

Utilities within and adjacent to the project limits will be identified and coordinated with utility owners as necessary. Based on the preliminary scope of work, utilities should not be impacted.

SUBTASK 2.5 *Base Mapping*

We will develop the R/W base map for each bridge location based on provided as-built plans and the field survey. We will develop utility base maps as needed.

SUBTASK 2.6 *Environmental Documentation*

SUBTASK 2.6.1 CULTURAL RESOURCE DESKTOP REVIEW

We will conduct a Cultural Resources Desktop Review which will include a records search at the Northwestern Information Center (NWIC); review of archival maps and historic aerial photography archived at the University of California, Santa Barbara library; a Sacred Lands File Search with the California Native American Heritage Commission (NAHC or Commission); and procurement of a contact list of identified tribal stakeholders to consult with on behalf of the project.

SUBTASK 2.6.2 BIOLOGICAL RESOURCES DESKTOP REVIEW

To support the CEQA Exemption and NEPA Exclusion, and the Caltrans Preliminary Environmental Study (PES), we will conduct a desktop biological resources assessment. Because all work and staging areas will be conducted from the roadway or developed roadside areas, impacts to jurisdictional features and special-status species and resources are not anticipated. We will conduct a records search of species known to occur in the area using the California Natural Diversity Database (CNDDB), California Native Plant Society Rare Plant Inventory, and USFWS Information for Planning and Consultation (IPaC).

SUBTASK 2.6.3 PRELIMINARY ENVIRONMENTAL STUDY (PES) Stricken from Scope // KT 040726

Following the collection of existing site information and meeting with Caltrans to discuss the project, we will prepare the project-specific Preliminary Environmental Study (PES) Form, and associated field forms for submittal to Caltrans for approval, which is required by Caltrans as the project is federally funded. The PES Form is intended to be a scoping document to identify the following: the scope of the project, existing conditions of the project area, the potential existence of sensitive environmental resources within the project area, required technical studies, the responsible or regulatory agencies where early coordination or consultation is necessary or where approvals and permits are needed, and the NEPA Class of Action (environmental document classification). The PES Form will be updated in accordance with Caltrans guidance provided in the LAPM, Exhibit 6-B: Instructions for Completing the PES Form.

In the event Caltrans determines additional studies are required other than those identified in the draft PES Form, we can provide the City with a scope and budget to authorize those tasks.

SUBTASK 2.6.4 CEQA DOCUMENT – CATEGORICAL EXEMPTION (CE) Stricken from Scope // KT 040726

The proposed bridge improvements propose preventive maintenance work without permanent impacts. Therefore, this scope of work provides the necessary work program to support a CE. Public Resources Code section 15301 categorically exempts projects from CEQA analysis when the project involves "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving no expansion of existing or former use," which we believe applies. The exemption specifically applies to Section 15301(d) for the removal of potential lead based paint. We will prepare a Notice of Exemption (NOE) pursuant to State CEQA Guidelines Section 15301 (Existing Facilities).

We will complete the NOE form, as well as prepare a technical memorandum that outlines the proposed project components and compliance with the requirements of the State CEQA Guidelines Section 15301. We will submit a draft of the NOE and Technical Memo to the City for review.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

~~*SUBTASK 2.6.5 NEPA DOCUMENT – CATEGORICAL EXCLUSION (CE)*~~ *Stricken from Scope // KT 040726*

Based on our understanding of the project description and potential impacts, we will prepare a Caltrans CE for the project. The CE would include a detailed project description, analysis of environmental factors and potential impacts, and documentation of compliance with other environmental laws. We will review project details and environmental resources for the completion of the CE form, including preparation of supporting technical studies.

SUBTASK 2.7 *Right-of-Entry Permit (ROE)*

We will prepare and submit the required documentation to obtain the UPRR ROE permit.

Task 2 Deliverables

- Field review documentation
- Survey/utility base maps (Optional)
- R/W base maps
- Results of Cultural and Biological Desktop Reviews
- ~~Preliminary Environmental Study (PES)~~ KT 040726
- ~~CEQA/NEPA CEs~~ KT 040726

TASK 3 *Draft Plans, Specifications and Estimates*

SUBTASK 3.1 *60% PS&E*

Our team will provide the draft plans, list of special provisions anticipated to be needed for the project, and engineer's estimates. Estimates will delineate items eligible and ineligible for reimbursement.

SUBTASK 3.2 *Response to Review Comments*

We will develop a comment response matrix (CRM) to track and respond to every comment the City provides to the 60% PS&E submittal and follow with a Comment Resolution Meeting.

Task 3 Deliverables

- Draft PS&E submittal
- Comment Response Matrix

TASK 4 *Final (100%) Plans, Specifications and Estimates*

The MNS team will make all necessary updates to the plans, specifications, and engineer's estimate based on the comments received on the 60% PS&E submittal. We will respond to a final round of comments and submit the Final PS&E.

Task 4 Deliverables

- Final PS&E submittal
- Comment Response Matrix

TASK 5 *Construction Support*

SUBTASK 5.1 *Bid Support*

The MNS team will provide bid support engineering services, to include responding to questions from bidders and making any contract addenda as required. We will be available to attend the pre-bid meeting.

SUBTASK 5.2 *Construction Support*

Our team will provide construction support engineering services, to include responding to RFIs and reviewing material submittals. We will be availa)ble to attend the pre-construction meeting and meet with the contractor to encourage open communication lines. We will provide as-built plans including all construction updates. We have budgeted a baseline number of hours for these.

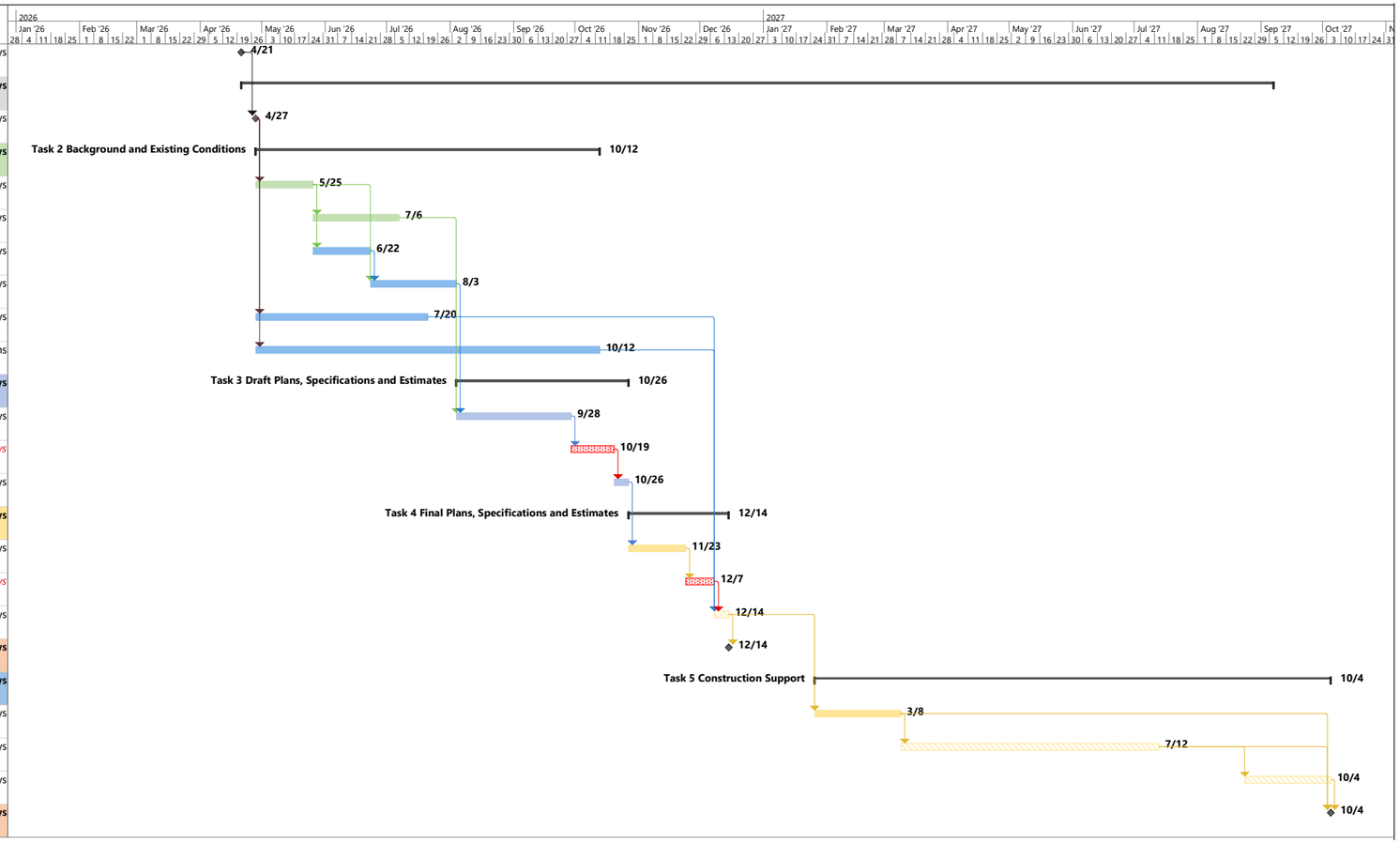
Task 5 Deliverables

- Response to bidder's questions
- Response to RFIs
- Review/Approval of Material Submittals
- As-built plans

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Preliminary Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Successors	% Complete	Free Slack
1	Notice To Proceed	0 days	Tue 4/21/26	Tue 4/21/26		3FS+5 days	0%	0 days
2	**Task 1 Project Coordination and Management**	**360 days**	**Tue 4/21/26**	**Mon 9/6/27**			**0%**	**0 days**
3	Kickoff Meeting	0 days	Mon 4/27/26	Mon 4/27/26	1FS+5 days	5,9,10	0%	0 days
4	**Task 2 Background and Existing Conditions**	**120 days**	**Tue 4/28/26**	**Mon 10/12/26**			**0%**	**0 days**
5	Subtask 2.1 Data Collecction	20 days	Tue 4/28/26	Mon 5/25/26	3	6,8,7	0%	0 days
6	Subtask 2.2 Field Review	30 days	Tue 5/26/26	Mon 7/6/26	5	12	0%	20 days
7	Subtask 2.3 Survey	20 days	Tue 5/26/26	Mon 6/22/26	5	8	0%	0 days
8	Subtask 2.5 Base Mapping	30 days	Tue 6/23/26	Mon 8/3/26	5,7	12	0%	0 days
9	Subtask 2.6 Environmental Documentation	60 days	Tue 4/28/26	Mon 7/20/26	3	18	0%	100 days
10	Subtask 2.7 – RR Right- of- Entry Permit (ROE)	6 mons	Tue 4/28/26	Mon 10/12/26	3	18	0%	2 mons
11	**Task 3 Draft Plans, Specifications and Estimates**	**60 days**	**Tue 8/4/26**	**Mon 10/26/26**			**0%**	**0 days**
12	Subtask 3.1 60% PS&E	40 days	Tue 8/4/26	Mon 9/28/26	6,8	13	0%	0 days
13	*City Review Period*	*15 days*	*Tue 9/29/26*	*Mon 10/19/26*	*12*	*14*	*0%*	*0 days*
14	Subtask 3.2 Response to Review Comments	5 days	Tue 10/20/26	Mon 10/26/26	13	16	0%	0 days
15	**Task 4 Final Plans, Specifications and Estimates**	**35 days**	**Tue 10/27/26**	**Mon 12/14/26**			**0%**	**0 days**
16	Subtask 4.1 100% PS&E	20 days	Tue 10/27/26	Mon 11/23/26	14	17	0%	0 days
17	*City Review Period*	*10 days*	*Tue 11/24/26*	*Mon 12/7/26*	*16*	*18*	*0%*	*0 days*
18	Subtask 4.1 Final PS&E	5 days	Tue 12/8/26	Mon 12/14/26	17,10,9	21FS+30 days,19	0%	0 days
19	**Design Complete**	**0 days**	**Mon 12/14/26**	**Mon 12/14/26**	**18**		**0%**	**210 days**
20	**Task 5 Construction Support**	**180 days**	**Tue 1/26/27**	**Mon 10/4/27**			**0%**	**0 days**
21	Subtask 5.1 Bid Support	30 days	Tue 1/26/27	Mon 3/8/27	18FS+30 days	22,24	0%	0 days
22	Subtask 5.2 Construction Support	90 days	Tue 3/9/27	Mon 7/12/27	21	23FS+30 days,24	0%	0 days
23	Subtask 5.2 As-Built Plans	30 days	Tue 8/24/27	Mon 10/4/27	22FS+30 days	24	0%	0 days
24	**Construction Complete**	**0 days**	**Mon 10/4/27**	**Mon 10/4/27**	**22,23,21**		**0%**	**0 days**



Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

APPENDIX A.

Required Forms and Statements

NAME	PG
Debarment and Suspension Certification	A-2
Affirmative Action Plan Statement	A-3
Conflict of Interest Statement	A-3

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION CERTIFICATION
FISCAL YEAR 2025/2026

SIGNATURE PAGE

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date 3/17/26

Printed Name Darren Riegler

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

AFFIRMATION OF APPLICANT'S ATTORNEY

For MNS Engineers, Inc. (Name of Applicant)

Signature RYAN J. KOHLER Date March 17, 2026

Printed Name of Applicant's Attorney Ryan Kohler

March 2025

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

AFFIRMATIVE ACTION PLAN

MNS is fully committed to Affirmative Action and Equal Employment Opportunities without regard to race, religious belief, color, sex, pregnancy, age, national origin, ancestry, sexual orientation, gender identification, physical or mental disability, medical condition, marital status, status as a veteran or qualified veteran, genetic characteristics or any other classification, protected under applicable law.

Equal employment opportunities shall be proactively advertised to under-represented individuals through industry affiliates. Offers and awards shall be extended to all qualified persons in all aspects of the employer-employee relationship, including but not limited to recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, working conditions and all other conditions and privileges of employment in accordance with applicable federal, state and local laws.

CONFLICT OF INTEREST

MNS has no conflicts of interest, direct or indirect, to disclose to the City of Salinas, which could conflict in any manner or degree with the performance of services required.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB



BKF | MNS

STRONGER BY DESIGN

CONTACT

Kyle Turner, PE, CBI
760.908.2858 Mobile
kturner@mnsengineers.com

6 Quail Run Circle, Suite 203
Salinas, CA 93907

831.205.5880 Office

www.mnsengineers.com

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

	MNS Engineers																Summary	
MNS	Project Manager Kyle Turner, PE	Bridge Lead Chad Harden, PE, SE	Senior Bridge Engineer	QA/ QC Manager Dina Kasawdish, PE	Bridge Engineer	Assistant Bridge Engineer	Senior Civil/Roadway Engineer	Civil/Roadway Engineer	Senior Technical Specialist Reilly Murphy	Associate Planner/Scientist	GIS Technician	Principal Surveyor Chris Vandrey	Project Surveyor	Party Chief	Chainperson	Traffic Lead Tony Salas, PE	Team Resource Hours	Team Resource Costs
Billing Rate	$341	$319	$232	$250	$191	$150	$205	$164	$227	$123	$123	$231	$191	$205	$164	$258		
Task Descriptions																		
Task 1: Project Management	**72**	**8**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**104**	**$33,079**
Subtask 1.1: Project Management	48			24													72	$22,350
Subtask 1.2: Project Meetings	12	8															20	$6,639
Subtask 1.3: Project Schedule	8																8	$2,727
Subtask 1.4: Progress Reporting	4																4	$1,363
Task 2: Background and Existing Conditions	**8**	**16**	**36**	**0**	**52**	**0**	**0**	**0**	**5**	**36**	**8**	**16**	**48**	**16**	**16**	**0**	**333**	**$70,035**
Subtask 2.1: Data Collection	4	8	16		32												60	$13,729
Subtask 2.2: Field Review	4	8	20		20												52	$12,366
Subtask 2.3: Survey												8	16	16	16		56	$10,794
Subtask 2.4: Utility Coordination (Optional)																	0	$0
Subtask 2.5: Base Mapping												8	32				40	$7,958
Subtask 2.6: Environmental Documentation																		
Biological Resources Assessment										36	4						40	$4,908
Cultural Resources Desktop Review									5		4						9	$1,626
Subtask 2.7: Right- of- Entry Permit (ROE)	12			40	24												76	$18,652
Task 3: Draft Plans, Specifications, and Estimates	**17**	**35**	**47**	**34**	**111**	**220**	**12**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**524**	**$101,567**
Subtask 3.1: 60% PS&E																		
Plans (9 sheets)	9	27	27	18	63	180	12	40									376	$70,440
Specifications (List)	2	4		4	24												34	$7,535
Estimate	2	4	12	8		40										8	74	$14,794
Subtask 3.2: Response to Review Comments & Meeting	4		8	4	24												40	$8,797
Task 4: Final Plans, Specifications, and Estimates	***8***	***25***	***26***	***21***	***96***	***60***	***6***	***20***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***4***	***266***	***$54,812***
Subtask 4.1:100% PS&E																		
Plans	4	9	18	9	36	36	6	20									138	$27,419
Specifications	2	12		8	60												82	$17,954
Estimate	2	4	8	4		24										4	46	$9,439
Task 5: Construction Support	***6***	***12***	***0***	***4***	***44***	***18***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***84***	***$17,965***
Subtask 5.1: Bid Support	2	4			4												10	$2,720
Subtask 5.2: Construction Support & As-Builts	4	8		4	40	18											74	$15,245

	MNS Engineers																Grand Total
Total Staff Hours	123	96	109	123	327	298	18	60	5	36	8	16	48	16	16	12	1,311
Total Staff Cost	$41,927	$30,582	$25,265	$30,690	$62,421	$44,694	$3,681	$9,817	$1,136	$4,418	$982	$3,700	$9,163	$3,272	$2,618	$3,092	$277,457
Other Direct Costs	$5,052																$5,052
GRAND TOTAL																	**$282,509**

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: MNS Engineers

Project No.: TBD Contract No.: Date: 4/7/2026

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Kyle Turner	123	$ 125.00	$ 15,375.00
QA/QC Manager	Dina Kasawdish	123	$ 91.50	$ 11,254.50
Bridge Lead	Chad Harden	96	$ 116.82	$ 11,214.72
Senior Bridge Engineer	Staff	109	$ 85.00	$ 9,265.00
Bridge Engineer	Staff	327	$ 70.00	$ 22,890.00
Assistant Bridge Engineer	Staff	298	$ 55.00	$ 16,390.00
Senior Civil/Roadway Engineer	Staff	18	$ 75.00	$ 1,350.00
Civil/Roadway Engineer	Staff	60	$ 60.00	$ 3,600.00
Archeologist	Reilly Murphy	5	$ 83.29	$ 416.45
Associate Planner/GIS Tech	Staff	44	$ 45.00	$ 1,980.00
Principal Surveyor	Chris Vandrey	16	$ 84.80	$ 1,356.80
Project Surveyor	Staff	48	$ 70.00	$ 3,360.00
Party Chief	Staff	16	$ 75.00	$ 1,200.00
Chainperson	Staff	16	$ 60.00	$ 960.00
Traffic Lead	Tony Salas	12	$ 94.50	$ 1,134.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Hours	1,311		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 101,746.47

b) Anticipated Salary Increases (see page 2 for sample) $ 763.10

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] $ 102,509.57

INDIRECT COSTS

d) Fringe Benefits (Rate 61.02%) e) **TOTAL FRINGE BENEFITS** [(c) x (d)] $ 62,551.34

f) Overhead (Rate 74.34%) g) Overhead [(c) x (f)] $ 76,205.61

h) General and Administrative (Rate) i) Gen & Admin [(c) x (h)] $ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 138,756.95

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (J)] x fixed fee: 15.00% $ 36,189.98

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Travel (Flights)	6	Flight	$200.00	$1,200.00
Travel (Miles)	720	Mile	$0.725	$522.00
Lodging	8	Room	$200.00	$1,600.00
MIE	8	Days	$60.00	$480.00
Cultural Resources Documents	1	Doc Request	$1,250.00	$1,250.00

l) **TOTAL OTHER DIRECT COSTS** $5,052.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

m) **TOTAL SUBCONSULTANTS' COSTS** $0.00

n) **TOTAL OTHER DIRECT COSTS** INCLUDING SUBCONSULTANTS [(l) + (m)] $5,052.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 282,508.50

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant MNS Engineers Contract No. 0 Date 4/7/2026

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	**5 year Contract Duration**
$ 101,746.47	/	1,311	=	$ 77.61	2026 Average Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	$ 77.61	+	5.0%	=	$ 81.49	2026 Avg Hourly Rate
Year 2	$ 81.49	+	5.0%	=	$ 85.56	2027 Avg Hourly Rate
Year 3	$ 85.56	+	5.0%	=	$ 89.84	2028 Avg Hourly Rate
Year 4	$ 89.84	+	5.0%	=	$ 94.34	2029 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	85.0%	*	1311	=	1114.4	Estimated Hours 2026
Year 2	15.0%	*	1311	=	196.7	Estimated Hours 2027
Year 3	0.0%	*	1311	=	0.0	Estimated Hours 2028
Year 4	0.0%	*	1311	=	0.0	Estimated Hours 2029
Year 5	0.0%	*	1311	=	0.0	Estimated Hours 2030
Total	100.0%		Total	=	1311.0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	$ 77.61	*	1114.4	=	$ 86,484.50	Estimated Hours Year 1
Year 2	$ 81.49	*	196.7	=	$ 16,025.07	Estimated Hours Year 2
Year 3	$ 85.56	*	0.0	=	$ -	Estimated Hours Year 3
Year 4	$ 89.84	*	0.0	=	$ -	Estimated Hours Year 4
Year 5	$ 94.34	*	0.0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 102,509.57	
			Direct Labor Subtotal before Escalation	=	$ 101,746.47	
			Estimated Total of Direct Labor Salary Increase	=	**$ 763.10**	Transferred to page 1

Notes:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the number of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the number of year is not acceptable. (i.e., $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

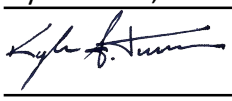
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Kyle Turner, PE Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 3/17/2026

Email: kturner@mnsengineers.com Phone Number: 7609082858

Address: 3850 Vine St. Riverside, CA 92507

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Structural Engineering, Bridge Inspection, Surveying, Planning and Permitting

File #: ID#26-196, **Version:** 1

SentinelOne Enterprise Software Purchase

Approve a Resolution authorizing the City Manager and Purchasing Agent to complete the purchase of SentinelOne Enterprise Software for a three-year term, paid in annual payments, from CDW LLC. in an amount not to exceed $280,407.98 from June 1, 2026 to May 31, 2029.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 12, 2026**

DEPARTMENT: **FINANCE DEPARTMENT**

FROM: **SELINA ANDREWS, FINANCE DIRECTOR**

BY: **CARLOS ORTEGA, DEPUTY DIRECTOR OF INFORMATION TECHNOLOGY**

TITLE: **SENTINELONE ENTERPRISE SOFTWARE PURCHASE**

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the City Manager and Purchasing Agent to complete the purchase of SentinelOne Enterprise Software for a three-year term, paid in annual payments, from CDW LLC. in an amount not to exceed $280,407.98 from June 1, 2026 to May 31, 2029.

EXECUTIVE SUMMARY:

In January of this year, staff evaluated three software platforms that provide a comprehensive cybersecurity solution to secure the City's technology infrastructure and data. The three solutions evaluated were Arctic Wolf Aurora, Crowdstrike, and SentinelOne. All three solutions meet or exceed selection criteria requirements. Staff is seeking authorization to move forward with the software procurement of SentinelOne as it provides the best cost to performance ratio and will help ensure the confidentiality, integrity, and availability of the City's technology devices and systems.

BACKGROUND:

On August 8, 2023, Council approved the software renewal for Arctic Wolf Managed Detection and Response (MDR) for a three-year term, paid in annual payments, from Savant Solutions, Inc. in an amount not to exceed $271,064.

The Arctic Wolf MDR product provides twenty-four hours a day, seven days a week (24/7), monitoring of the City's network, and notification of security related events.

On August 6, 2024, Council approved the addition of Arctic Wolf Managed Security Awareness Plus to the term. The Managed Security Awareness software is a training platform for educating and bringing awareness to cybersecurity topics to staff. Cybersecurity awareness is a fundamental component of the City's defense-in-depth cybersecurity strategy.

Trends in cybersecurity continue to evolve and municipal agencies are faced with increased frequency and sophistication of cyber threats. Threat actors utilize advanced techniques ranging from social engineering phishing campaigns to the use of artificial intelligence (AI) software to mine data and further increase the likelihood of a successful cyber incident. As a result, many agencies are following updated cybersecurity framework recommendations, such as the National Institute of Standards and Technology (NIST), and Center for Internet Security (CIS) to implement comprehensive cybersecurity solutions to safeguard valuable technology resources and data.

This year, staff began researching software platforms to identify potential solutions to either complement the current MDR system or replace it. Selection criteria was established based on NIST and CIS standards as well as operational requirements. The following three solutions were evaluated: Arctic Wolf Aurora, Crowdstrike, and SentinelOne. All three solutions meet or exceed selection criteria requirements. However, SentinelOne offers the best cost to performance ratio, has a streamlined management interface, includes full turn-key implementation, and a support package that stands out above the other solutions. Moreover, SentinelOne offers the most competitive pricing of the three solutions.

The following list highlights key functionality and features of the platform that are 24/7:

- Centralized security logging and monitoring
- Premium support
- Endpoint, cloud, and identity detection and response
- AI security operations center analyst
- Access to online training and certification courses

Implementing the SentinelOne software security platform will contribute to the City's defense-in-depth cybersecurity strategy by ensuring that critical systems and data are protected. Additionally, it will provide the necessary tools for Information Technology staff to monitor and take a proactive approach to ensuring confidentiality, integrity, and availability of technology resources and data. The Arctic Wolf Managed Security Awareness Plus software training platform for educating and bringing awareness to cybersecurity topics to staff will remain in place and will not be replaced by SentinelOne.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

Yes.

STRATEGIC PLAN INITIATIVE:

Approval of the recommended resolution achieves the City Council 2025 Strategic Goal of Infrastructure and City Services by continued investment in technology systems enabling resident engagement and improved communication to the community.

DEPARTMENTAL COORDINATION:

This staff report has been coordinated with the City Manager's Office and City Attorney's Office.

FISCAL AND SUSTAINABILITY IMPACT:

Funding for SentinelOne software is available and included in the FY 25-26 operating budget. Additional funding requirements will be incorporated in future requests.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1100	20.2033-62.8550	Supplies & Materials Software	$120,000	$117,023.82 (year 1)

ATTACHMENTS:

SentinelOne Enterprise Software Purchase Resolution
CDW, LLC. Quote

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION AUTHORIZING THE CITY MANAGER AND PURCHASING AGENT TO COMPLETE THE PURCHASE OF SENTINELONE ENTERPRISE SOFTWARE FOR A THREE-YEAR TERM, PAID IN ANNUAL PAYMENTS, FROM CDW LLC., IN AN AMOUNT NOT TO EXCEED $280,407.98 FROM JUNE 1, 2026 TO MAY 31, 2029.

WHEREAS, the City desires to replace the current Arctic Wolf Managed Detection and Response software solution; and

WHEREAS, the City will continue to renew the Arctic Wolf Managed Security Awareness Plus software for cybersecurity awareness training; and

WHEREAS, the SentinelOne Enterprise software platform will provide advanced network and device monitoring to help ensure the security of software and infrastructure; and

NOW, THEREFORE, BE IT RESOLVED that pursuant to Salinas Municipal Code section 12-27 the Salinas City Council hereby authorizes the City Manager and Purchasing Agent to complete the purchase of SentinelOne Enterprise Software for a three-year term, paid in annual payments, from CDW LLC., in an amount not to exceed $280,407.98 from June 1, 2026 to May 31, 2029.

PASSED AND APPROVED this 12th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dennis Donohue, Mayor

ATTEST:

_____

Patricia M. Soratos, City Clerk

File #: ID#26-206, **Version:** 1

Salinas Firefighters Association (IAFF Local 1270) Memorandum of Understanding; Modification to Classification - Salary Schedule

Approve a Resolution authorizing the City Manager to sign the Memorandum of Understanding (MOU) with the Salinas Firefighters Association (IAFF Local 1270) for term ending December 31, 2027, and approving modification to the Classification - Salary Schedule.

CITY OF SALINAS
COUNCIL STAFF REPORT

DATE: **MAY 12, 2026**

DEPARTMENT: **HUMAN RESOURCES**

FROM: **MARINA HORTA-GALLEGOS, HUMAN RESOURCES DIRECTOR**

TITLE: **SALINAS FIREFIGHTERS ASSOCIATION (IAFF LOCAL 1270) MEMORANDUM OF UNDERSTANDING; MODIFICATION TO CLASSIFICATION – SALARY SCHEDULE**

RECOMMENDED MOTION:

A motion authorizing the City Manager to sign the Memorandum of Understanding (MOU) with the Salinas Firefighters Association (IAFF Local 1270) for term ending December 31, 2027, and approving modification to the Classification – Salary Schedule.

EXECUTIVE SUMMARY:

It is recommended that the City Council approve a Resolution authorizing the City Manager to sign a new Memorandum of Understanding with the Salinas Firefighters Association and authorizing modification to the Classification – Salary Schedule.

BACKGROUND:

Representatives of the City and the Salinas Firefighters Association have met and have reached tentative agreement on the terms of a new Memorandum of Understanding consistent with City Council direction. New provisions include the following:

- Term: January 1, 2026 – December 31, 2027
- Wages: 3% increase on May 25, 2026; 2% market adjustment on May 25, 2026; 2% increases in first full pay periods following January 1, 2027, and July 1, 2027
- One-time payment: $2,000
- Health insurance premium: City contribution at 94% of PORAC plan starting in 2027
- Special pay: remove two-assignment limit; remove paramedic pay from 17.5% cap; add 5% drone operator premium
- Other language changes

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

This proposed action supports the Council goals of City Services and Public Safety.

DEPARTMENTAL COORDINATION:

Administration, Human Resources, Finance, and the City Attorney's Office collaborated in this process.

FISCAL AND SUSTAINABILITY IMPACT:

The projected cumulative cost of the new MOU is approximately $2.3 million and is scheduled to be paid as follows:

FY 2025/26 (1.5 months): $272,616
FY 2026/27 (12 months): $1,241,323
FY 2027/28 (6 months): $798,861

Salaries beyond the current fiscal year will be included in future budget development processes.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1000 - 1200	61.1100 – 61.9990	Salaries and Benefits	$0	$272,616

ATTACHMENTS:

Resolution
Proposed Memorandum of Understanding

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE SALINAS FIREFIGHTERS ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING AND AUTHORIZING MODIFICATION TO THE CLASSIFICATION - SALARY SCHEDULE

BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that the City Manager is hereby authorized and directed for and on behalf of the City of Salinas to sign the Memorandum of Understanding with the Salinas Firefighters Association (International Association of Fire Fighters Local 1270) and authorizing the corresponding modification to the Classification-Salary Schedule.

PASSED AND APPROVED this 12th day of May 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Dennis Donohue, Mayor

ATTEST:

_____
Patricia M. Soratos, City Clerk

Memorandum of Understanding

between the City of Salinas and the Salinas Firefighters (IAFF Local 1270)

TABLE OF CONTENTS

SECTION 1 - PREAMBLE 1
SECTION 2 - NO ABROGATION OF RIGHTS 1
SECTION 3 - PAST PRACTICES 1
SECTION 4 - NO DISCRIMINATION 1
SECTION 5 - RECOGNITION MATTERS 2
A. Recognition 2
B. Dues Collection 2
C. Voluntary Union Membership 2
D. Prohibition of Job Action 2
SECTION 6 - BENEFITS 3
A. Health, Dental, Eye Vision Program 3
B. Retiree Medical Insurance Program 4
C. Life Insurance 4
D. Long Term Disability 4
E. Restricted Use for City Contribution 5
F. Tuition Assistance 5
G. PERS – Retirement Plan 5
SECTION 7 - LEAVE PROVISIONS 6
A. Annual Leave Use for Illness of an Immediate Family Member 6
B. Family and Medical Care Leave 6
C. Annual Leave Program 6
D. Catastrophic Leave Program 7
E. Holidays 7
F. Bereavement Leave 8
Additional unpaid time may be available pursuant to Government Code section 12945.7. An employee may use accrued paid leave for such time. 8
SECTION 8 - PAY RATES AND PRACTICES 8
A. Wages 8
B. Special/Differential Pay (Additional Compensation) 8
C. Educational Incentive 10

D. Shift Trades 11
E. Special Assignment Pay 11
F. Temporary Upgrade Pay (Acting Pay 12
G. Acting Position 12
H. Court Pay 12
I. EMT-1A/EMT-P Certification 12
J. Firefighter Recruits 12
K. Longevity Pay 13
SECTION 9 - MISCELLANEOUS 13
A. Call Back Policy 13
B. Shift Holdover 14
C. Temporary Light/Modified Duty 14
D. Occupational Health and Safety Committee 15
E. Vacation Scheduling 15
F. Change in Assignment 16
G. Overtime Rate 16
H. Industrial Disability Leave 17
I. Workday/Workweek 17
J. Grievance Procedure 17
K. Labor-Management Relations 18
L. Safety Standard 19
M. Departmental Policies 19
N. Layoff Policy 19
O. Residency 19
P. Minimum Staffing Level 19
Q. Living standards 20
SECTION 10 - UNIFORMS 20
SECTION 11 - ON-DUTY SHOPPING 21
SECTION 12 - TELEVISION 21
SECTION 13 - APPENDICES 21
SECTION 14 - TERM 22
APPENDIX I: PARAMEDIC PROGRAM 23
APPENDIX II: HAZARDOUS MATERIALS RESPONSE PROGRAM 25
APPENDIX III: CATASTROPHIC LEAVE PROGRAM 28

APPENDIX IV: NON-EMERGENCY CALLBACK PROCEDURES 30
APPENDIX V: LAYOFF POLICY 35
APPENDIX VI: SALINAS FIRE DEPARTMENT UNIFORM POLICY 40
APPENDIX VII: SHIFT BID PROCESS 59
APPENDIX VIII: CLASSIFICATION – SALARY SCHEDULE 60

Memorandum of Understanding

between the City of Salinas and the Salinas Firefighters (IAFF Local 1270)

SECTION 1 - PREAMBLE

This Memorandum of Understanding is entered into by the City of Salinas ("City") and the Salinas Firefighters Association, Local 1270 ("Union"). This Memorandum of Understanding applies to employees in the classifications identified in Section 5(A) ("Unit"), including members and non-members of the Union. This Memorandum of Understanding is subject to Sections 3500-3510 of the Government Code of the State of California, otherwise known as the Meyers-Milias-Brown Act ("MMBA").

SECTION 2 - NO ABROGATION OF RIGHTS

The parties acknowledge that the City rights and employee rights are provided for by law. These are neither abrogated nor made subject to the meet and confer process by the adoption of this Memorandum of Understanding.

SECTION 3 - PAST PRACTICES

It is understood that this Memorandum of Understanding represents a complete and final understanding on all meet and confer issues between the City and the Union.

This Memorandum of Understanding supersedes any past practice covered by this Memorandum of Understanding. Effective January 3, 2017, any other written agreement by the parties not addressed in this Memorandum of Understanding will terminate. In the event that either party believes that a side letter or other previous written agreement should have been, but was not extended, the parties agree to review the document in the Labor Management Committee and determine, by mutual agreement, whether to continue the terms.

In the event any new practices or policy within the scope of the representation arises during the term of this Memorandum of Understanding and an action is proposed by the City, the Union shall be afforded all possible notice and shall have the right to meet and confer upon prompt request.

In the absence of agreement on such proposed action and after the City and the Union have exhausted available remedies (impasse procedure) and consistent with City of Salinas City Charter Section 18.4, the City has the right to take necessary action. This paragraph does not preclude the Union from seeking any remedies it deems appropriate as provided by law.

SECTION 4 - NO DISCRIMINATION

The City and the Union will cooperate in pursuing a policy of no discrimination and equal opportunity employment.

A regular employee in the Unit shall have the right to form, join and participate in the activities of

employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment. No employee shall be interfered with, restrained, coerced or discriminated against by the City or the Union because of his/her exercise of these rights.

SECTION 5 - RECOGNITION MATTERS

A. Recognition

Pursuant to Section 3500-3510 of the Government Code of the State of California, and Chapter 25, Section 37 of the Salinas Municipal Code, the City has certified the Union as the recognized employee organization of the representation Unit consisting of Firefighter Recruits, full-time regular Firefighters, Firefighter/Paramedics, Engineers, Fire Captains and all other classes normally associated with the Unit.

B. Dues Collection

The City agrees to continue to allow dues and other mutually agreed upon payroll deductions to be deducted from the pay of employees who voluntarily authorize such deductions in writing as certified by the Union. Such deductions shall be so remitted to the Union. The City shall not deny consent for reasonable payroll deductions, nor shall the Union unreasonably request payroll deductions.

The Union shall indemnify and defend and hold the City of Salinas harmless against any claims made and against any suit instituted against the City of Salinas on account of collection of Union dues and other mutually agreed upon payroll deductions. In addition, the Union shall refund to the City of Salinas any amounts paid to it in error upon presentation of supporting evidence.

C. Voluntary Union Membership

1. Maintenance of Membership

All Union members who have authorized payroll deductions for payment of Union dues prior to the effective date of this Memorandum of Understanding, and all Union members who establish dues payroll deductions during the term of this Memorandum of Understanding, shall remain members of the Union throughout the life of the Memorandum of Understanding, provided that Union members on payroll deduction may terminate their authorization for deduction of the Union dues by giving written notice to the Union during the first ten (10) working days of the month of June of each year. The Union shall promptly notify the City of any revocation.

D. Prohibition of Job Action

Notwithstanding any other provisions of this Memorandum of Understanding (MOU), City rule, regulation, ordinance, past practice or policy to the contrary, both parties to this MOU

and each employee in a classification represented by the Union agree that:

1. The unimpaired continuation of City services is of paramount importance to City residents. Therefore, during the term of this MOU and for a ninety (90) calendar day period following the stated expiration date of the term of this MOU, neither the Union nor any employee in a classification or position represented by the Union shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment. Lawful informational picketing on the employee's own time is not prohibited.

2. An employee who engages in any activity prohibited in Subsection D1 herein above, shall not be entitled to any wages or City-paid benefits whatsoever for the period of the job action. Prior to implementing this provision by adjusting an employee's paycheck, the City shall give reasonable notification to an employee and opportunity for the employee to respond in writing. Pursuant to the Personnel Rules and Regulations, employees shall have no right to appeal any action by the City in implementing this provision.

3. In addition to the administrative adjustments agreed to in Subsection D2 herein above, the City reserves the right to take appropriate disciplinary action for such job action including, but not limited to, discharge.

4. If the City Council, by majority vote, determines to its satisfaction that Subsection D herein above has been violated by the Union or an employee, the City may take such action(s) as it deems appropriate including, but not limited to, the actions set forth in Subsections D2 and D3 herein above as to an employee and termination of Section 5 of this Memorandum of Understanding as to the Union.

5. The Union, its representatives, and represented City employees shall comply with the provisions of this MOU and shall make at least supererogatory efforts toward convincing all employees in this Unit to fully and faithfully perform their duties.

6. In the event of any activity prohibited by Subsection D herein above, the Union, its representatives, and represented City employees agree to take any appropriate steps necessary to assure compliance with this Memorandum of Understanding.

SECTION 6 - BENEFITS

A. Health, Dental, Eye Vision Program

Union members may elect a City-sponsored PERS plan of their choice for which they are eligible, including the PERS Peace Officers Research Association of California (PORAC) health plan.

Continuing through 2026, the City will contribute an amount toward monthly health benefits premiums in an amount equal to 95% of the premium for the plan and level of coverage the

employee has selected, up to a maximum of 80% of the cost of the premium for the PERS Platinum plan. The employee shall pay for premium costs above the City's contribution through payroll deductions.

Effective with the start of the 2027 plan year, the City will contribute an amount toward monthly health benefits premiums in an amount equal to 94% of the premium for the plan and level of coverage the employee has selected, up to a maximum of 94% of the cost of the premium for the PERS PORAC plan. The employee shall pay for premium costs above the City's contribution through payroll deductions.

An employee may elect to waive the City's health insurance coverage, if the employee complies with the following conditions:

1. The employee and all individuals in the employee's tax family have alternative Minimum Essential Coverage as defined by the Affordable Care Act (ACA) through a provider other than Covered California; and
2. The employee provides affirmation or proof to Human Resources of the alternative Minimum Essential Coverage at hire, if applicable, and annually during the City's health insurance open enrollment period.

The City will continue to pay the full cost of premiums for the City-sponsored dental and vision plans. Before the end of this agreement, the City will administer dental and vision benefits.

B. Retiree Medical Insurance Program

The City will pay twenty-five (25%) percent or $100 per month (whichever is less) of the employee and spouse medical insurance premium for eligible employees retiring from the City with a normal service retirement or a PERS disability retirement and continuing in a normal service or disability retirement status, limited to those who started regular employment with the Salinas Fire Department before July 1, 2020. City payment of this benefit shall be discontinued when the employee becomes eligible for Medicare coverage or after 10 years of payment, whichever comes first.

In addition, the City will pay retirees who qualify for the retiree health payment under this section the same amount that it pays for other City retirees under the PERS medical plan, as required by the California Public Employees' Medical and Hospital Care Act ("PEMHCA").

C. Life Insurance

The City shall contribute an amount equal to the premium paid for City employees covered under the $50,000 annual maximum City Plan as payment in full of the City's contribution.

D. Long Term Disability

All Unit employees shall continue to be in the Union-sponsored LTD Plan. Therefore, for the term of this MOU, the City shall contribute an amount equal to the premium paid for City

employees covered under the City LTD Plan as payment in full of the City's contribution to Unit employees Union-sponsored LTD Plan.

Leave integration will be consistent with the law and the Union-sponsored LTD Plan.

E. Restricted Use for City Contribution

The Union-sponsored benefit dental and long-term disability plans shall be available to all Unit employees. The Union agrees that the City contributions to the Union-sponsored Health Benefit and Welfare programs will be used solely for such programs in a manner consistent with State and federal law.

F. Tuition Assistance

An employee shall be allowed up to one thousand dollars ($1,000) per fiscal year for reimbursement for eligible educational expenses upon successful completion of an approved academic course of study and/or individual course approved by the Fire Chief and the Human Resources Director. Eligible expenses are defined as costs for classes, which meet the following criteria:

1. When possible, approval should be obtained prior to attending class. If prior approval is not practical, approval shall be obtained within thirty (30) days of registration.

2. Are directly related to an employee's job duties

3. Receive college units, CEU credit, or are offered/presented by a bona fide, recognized firm or institution with direct knowledge of and experience in the curriculum offered

4. For which class and study time are outside of the employee's work hours

5. For which successful completion (academic grade of C or better or a certificate of completion) is provided. Reimbursement will not be made without such documentation.

Reimbursement for training classes, seminars and workshops that are not part of an academic course of study is limited to the cost of registration only. Expenses for lodging, meals, travel and other related expenses are not reimbursable under this program. Expenses for books, class fees, and/or class supplies for college classes, which are part of an academic course of study, will be eligible for reimbursement under this program.

G. PERS – Retirement Plan

1. Classic Employees

The City shall provide the PERS 3% at 50 Plan to all Unit members hired prior to July 1, 2011. Unit members shall continue to pay the 9% employee contribution towards the Plan.

Unit members hired on or after July 1, 2011 and before January 1, 2013 shall be provided with PERS 3% at 55 based on the three highest years and shall continue to pay the 9% employee contribution as cost sharing.

PERS contributions contained in this paragraph shall be provided consistent with Government Code section 20516(f). Effective in the first full pay period following ratification and approval of this MOU or as soon as administratively feasible thereafter, each classic employee shall contribute an additional 1% toward the employer contribution to his/her pension benefit. Effective January 1, 2019, each classic employee shall contribute an additional 1% toward the employer contribution to his/her pension benefit. Effective December 31, 2019, each classic employee shall contribute an additional 1% toward the employer contribution to his/her pension benefit.

2. New Members

The formulas above do not apply to persons who are defined as "new members" under the Public Employee Pension Reform Act of 2013 ("PEPRA"). New members shall receive retirement benefits based on the 2.5% at 57 formula, and contribute toward their respective retirement benefits as required under PEPRA. Each new member will contribute 50% of the normal cost of his/her benefit as determined by CalPERS.

SECTION 7 - LEAVE PROVISIONS

A. Annual Leave Use for Illness of an Immediate Family Member

Leave shall be granted to an employee in order to care for an immediate family member as defined in the City's Personnel Rules and Regulations in the event of a serious illness of that family member. A total of three shifts per calendar year may be granted for 56-hour employees, and three eight-hour (8) hour workdays for 40-hour employees. The City may grant additional leave for this purpose on a case-by-case basis at its discretion in coordination with the Human Resources Director. This leave runs concurrently with any leave provided under the Family and Medical Leave Act and/or the California Family Rights Act.

B. Family and Medical Care Leave

In accordance with the California Family Rights Act and the federal Family and Medical Leave Act, the City of Salinas Family & Medical Leave Policy is detailed in Administrative Memorandum 94-1, as amended.

C. Annual Leave Program

Annual leave shall accrue incrementally over the course of a year to employees as follows:

	56 hours	40 hours
1 - 3 years	214 hours	150 hours
4 - 5 years	270 hours	190 hours

6 - 10 years	304 hours	214 hours
11 - 15 years	343 hours	242 hours
16 - 17 years	362 hours	256 hours
18 - 19 years	382 hours	270 hours
20 –24 years	402 hours	284 hours
25 years or more	421 hours	298 hours

The maximum annual leave accrual per employee shall be 898 hours/678 hours.

D. Catastrophic Leave Program

A Unit employee may request donation of catastrophic leave time in accordance with the policy outlined in Appendix III.

E. Holidays

1. Fixed Holidays

Holidays for all personnel shall be equal to 12 days and shall be:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday	February 12
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25

2. Every day appointed by the President or Governor for a public day of mourning, thanksgiving, or holiday, when ratified by the Mayor or the Salinas City Council.

3. Holiday Pay

In recognition of the fact that 56-hour employees are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays, in lieu of receiving time off for holidays, employees on a 56-hour workweek will be paid 5.17 hours of pay in each biweekly paycheck (134.4 hours per year). Effective June 2024, such employees will be paid 6.03 hours of pay each biweekly paycheck. This pay consists of base pay plus any special/differential pay/premium

(Section 8(B)(1)), educational incentive (Section 8(C)), temporary upgrade pay (Section 8(F)), and longevity pay (Section 8(K)).

For 40-hour employees, holidays shall be granted as eight (8) hours time off with pay subject to the City Holiday Policy contained in the Personnel Rules and Regulations.

F. Bereavement Leave

Shift personnel shall be allowed paid time off at the following rates:

Husband or Wife	4 Shifts
Registered Domestic Partner	4 Shifts
Child	4 Shifts
Father or Mother	4 Shifts
Step-Child	4 Shifts
Brother or Sister	2 Shifts
Grandparent	2 Shifts
Grandchild	2 Shifts
Father or Mother-in-Law	2 Shifts
Brother or Sister-in-Law	2 Shifts
Legal Guardian	2 Shifts
Step-Father or Mother	2 Shifts
Step-Father or Mother-in-Law	2 Shifts

Additional unpaid time may be available pursuant to Government Code section 12945.7. An employee may use accrued paid leave for such time.

SECTION 8 - PAY RATES AND PRACTICES

A. Wages

Unit members shall receive a one-time payment of $2,000 in the first full pay period after union ratification and Council approval of this MOU.

Unit members shall receive increases in base salary as follows:

1. Three percent (3%) cost-of-living adjustment plus two percent (2%) market adjustment, for a total of five percent (5%), effective in the first full pay period following union ratification and Council approval, and

2. Two percent (2%) effective in the first full pay period following January 1, 2027, and

3. Two percent (2%) effective in the first full pay period following July 1, 2027.

B. Special/Differential Pay (Additional Compensation)

1. An employee assigned to the following responsibilities by the Fire Chief shall receive

additional compensation calculated on base salary, the total of which shall not exceed seventeen and one-half percent (17.5%). Any Bilingual Premium and Paramedic Pay are not subject to the 17.5% cap. Except for Platoon Training Coordinators (see below), employees assigned to the following responsibilities shall serve for an indefinite duration at the pleasure of the Fire Chief.

(1) Lead Worker/Supervisor Premium (Senior Mechanic) – 2.5%; A Lead Worker/Supervisor Premium of 2.5% of base pay is paid to an employee, assigned as a senior mechanic, who is routinely and consistently assigned to a lead or supervisory position over other employees in the Fire Department's Maintenance Program.

(2) Training Premium for Platoon Training Coordinator – 5%; training premium for one employee assigned per platoon who is routinely and consistently assigned to train employees and coordinate training (selected by the Fire Chief to serve a four-year term)

(3) Shift Inspector – 5%; three employees assigned

(4) Fire Staff Premium – 10%; The Fire Staff Premium of 10% may, with management approval, apply to IAFF Local 1270 members who are routinely and consistently assigned to administrative work during normal hours of employment that differ from the work schedule of fire suppression personnel; the Fire Staff Premium is limited to members assigned to a 40-hour workweek. An example of a qualifying assignment is the Fire Recruit Academy Coordinator.

(5) Hazard Premium for Hazardous Materials Team Member – 5%; hazard premium to employees who are routinely and consistently exposed to toxic, radioactive, explosive or other hazardous substances or perform hazardous activities to implement health or safety procedures

(6) Paramedic Pay – 12.5%; compensation to employees who obtain and maintain certification in auxiliary medical techniques (with proof of California state paramedic licensure and County of Monterey paramedic accreditation)

(7) Paramedic Coordinator Premium – 5%; premium for one paramedic assigned per platoon who is routinely and consistently assigned to coordinate training activities in auxiliary medical techniques (selected by the Fire Chief to serve a three-year term)

(8) NERIS Report Checker – 2.5%; compensation for one employee assigned per platoon to check reports using the National Emergency Response Information Systems

(9) Bilingual Premium: A premium pay of five percent (5%) of base salary shall be paid to an employee assigned by management to speak and use a language other

than English in the course of the employee's duties. This Section is subject to administrative direction.

(10) Drone Operator Premium: A unit employee licensed and assigned as a Drone Operator receives a premium of five percent (5%) above current step subject to administrative direction.

2. Employees assigned to the responsibilities listed above in Section 8(B)(1) (excluding the Bilingual Premium) shall be selected in the following manner:

When the Fire Department decides to assign a Unit member to a special assignment, it shall notify all Unit members and shall receive letters of interest from Unit members for a period of fifteen (15) calendar days. The Fire Department shall convene a screening committee of two individuals selected by the Fire Chief and one individual selected by the Union. The screening committee shall interview and evaluate the candidates and shall recommend candidates to the Fire Chief. The Fire Chief shall interview the candidates recommended by the screening committee. After completing the interviews, the Fire Chief shall select the Unit members who shall have the special assignments. The Fire Chief shall have full discretion to make these selections.

C. Educational Incentive

1. Air Mask Technician – 2.5%; one employee assigned per platoon

An Educational Incentive of 2.5% of base pay is paid to an employee who completes air mask/respirator training as recommended by the manufacturer and submits proof to the Fire Chief of air mask/respirator certification. Approval by the Fire Chief is required before the employee commences the training. This Educational Incentive will be discontinued upon expiration of certification unless timely proof of recertification is submitted, and is subject to the cap described at Section 8(B)(1) above.

2. Mechanic

An Educational Incentive in the total amount of 10% of base salary is paid to an employee who either (a) maintains a certificate or (b) completes courses, while assigned as a mechanic, as follows.

a. Certificate. To be eligible for this pay, an employee must obtain prior approval from the Fire Chief for mechanic training and submit to the Fire Chief a National Institute of Automotive Service Excellence (NIASE) Certificate (for a test series covering brakes, suspension, and steering) or a California Fire Mechanics Academy Fire Mechanic I, II, or III/Master Mechanic Certificate. This Educational Incentive will be discontinued upon expiration of certification unless timely proof of recertification is submitted.

b. Courses. Alternatively, to be eligible for this pay, an employee must obtain prior approval from the Fire Chief for mechanic training and submit to the Fire Chief proof of completion of at least one of the following courses through the California State Fire Marshal, the California Fire Mechanics Academy, or a manufacturer of fire apparatus every two calendar years:

i. Gasoline Engines
ii. Diesel Engines
iii. Brakes
iv. Electrical/Electronic Systems
v. Preventative Maintenance Inspections
vi. Drive Train
vii. Transmissions
viii. Suspension and Steering
ix. Aerial Apparatus
x. Fire Pumps and Accessories

3. The Educational Incentives for air mask technician and mechanic training are subject to the 17.5% cap described at Section 8(B)(1).

D. Shift Trades

1. The City reserves the right to approve or deny the trade of shift privileges at any time if it affects either the mission of the Fire Department or the performance of either employee to the trade. Payback for shift trade is a personal obligation between the two employees and places no responsibility upon the City to assure that a trade of shift is repaid.

2. Personnel acting in a higher classification must trade with personnel within that classification or with that eligible to act either by virtue of their present classification or by their placement on their most recent eligibility list. Paramedics may be allowed to trade with personnel within their classification as long as there is one above the minimum (5) paramedic staffing numbers.

3. This procedure does not prevent acting officers from working in a lower classification for which they are qualified if they are repaying a previous trade or if they are working for someone who will repay after they return to their permanent classification.

4. The basic premise for a trade of shift is that no one can work in a higher classification unless they are eligible to do so.

E. Special Assignment Pay

No employee shall receive Special Assignment Pay other than that specified in this MOU.

F. Temporary Upgrade Pay (Acting Pay)

Temporary Upgrade Pay (previously known as Acting Pay for Working Out of Class) will be ten percent (10%) of base pay, effective with the first day worked out of class, to an employee who is assigned by the Fire Chief to all the duties of a vacant position in a higher classification for a limited duration (up to 960 hours each fiscal year), during recruitment for a regular appointment to the vacant position, while relieved of the duties of the employee's current position.

If an employee in a long term acting position receives an on-duty injury, the employee will retain his/her long term acting pay until the long term acting assignment has been completed. A long term acting position is completed when one of the following occurs:

1. The person for whom the employee was "acting" returns to duty;
2. The person for whom the employee was "acting" separates from employment with the City and the Chief determines that the acting assignment is completed;
3. An eligibility list is developed for the position (that the employee was acting in);
4. The position the employee is acting in is eliminated.

G. Acting Position

In assigning an employee to an acting position, the following order shall be followed, by platoon, subject to the approval of the Battalion Chief:

1. Personnel on a valid, non-expired, promotional eligibility list.

2. The most senior employee in the next lower rank.

An eligible employee may request transfer between platoons in order to fill positions which have been, or will be, vacant for 30 days or more. The Fire Chief has final authority to make Acting Assignments.

H. Court Pay

Employees subpoenaed to appear in court to testify in a job-related court case during off-duty hours shall be compensated at a minimum of two (2) hours pay at time and one half (1-1/2) or time and one-half (1-1/2) of the regular rate for actual hours required in court, whichever is greater.

I. EMT-1A/EMT-P Certification

The City shall pay all costs associated with the City sponsored EMT-1A or EMT-P training.

J. Firefighter Recruits

Firefighter Recruits will initially be paid a salary ten percent (10%) below the salary of a

Firefighter, step 1. A Firefighter Recruit shall receive full benefits provided to all other members of the Unit. Upon successful completion of the Fire Academy final examination, the Firefighter Recruit shall be advanced to step 1 of the position of Firefighter - New Hire or step 1 Firefighter/Paramedic - New Hire and shall begin a new probationary period as a step 1 Firefighter - New Hire or Firefighter/Paramedic - New Hire and shall be assigned to a fifty-six (56) hour workweek. Firefighters shall, at the time of their advancement, be included in the calculation of minimum staffing levels.

Firefighter Recruits who have completed the Fire Academy and who are awaiting advancement to the position of Firefighter shall remain employed with the City of Salinas and shall be assigned to a forty (40) hour workweek. Fire Recruits on a forty (40) hour workweek shall continue to be paid a salary which will be ten percent (10%) below the salary of a Firefighter or Firefighter/Paramedic step 1 and shall continue to receive full benefits. The Fire Chief shall determine the duties of such employees.

The probationary period is 18 months from the date of promotion from Firefighter Recruit to Firefighter or Firefighter/Paramedic, except that the probationary period for a lateral hire (with at least one cumulative year of experience working full-time as a firefighter or firefighter/paramedic for another agency) is 12 months from graduation from the City's academy.

K. Longevity Pay

Unit employees who have attained ten (10) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of one percent (1%) of base salary, effective in the first full pay period of July 2019. Unit employees who have attained fifteen (15) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of an additional one and a half percent (1.5%), effective in the first full pay period of July 2019. Unit employees who have attained twenty (20) years of service with the City of Salinas Fire Department shall receive a longevity pay incentive of an additional five (5%) (capped at a total of 7%) of base salary in recognition of their time in service. No employee shall receive more than seven percent (7%) in longevity pay incentives.

SECTION 9 - MISCELLANEOUS

A. Call Back Policy

1. Emergency Call Back - When an employee is called back to work during an emergency (with notice of less than 48 hours), such employee shall be paid at one and one-half (1-1/2) times the established rate of pay for the hours worked, but in no event for less than (2) hours.

2. Non-emergency Call Back – Non-emergency call back procedures are incorporated herein as Appendix IV.

   When an employee is called back to work a non-emergency call-back and the non-

emergency call-back is cancelled, such employee shall be paid at one and one half (1-1/2) times the "established" rate of pay ("established rate of pay" is equivalent to the "regular rate" under the FLSA) for two (2) hours.

B. Shift Holdover

To maintain fully staffed engine/truck companies and squad(s) while shift change is being accomplished, it may be necessary to have Firefighters, Engineers and/or Captains hold over when there is not enough personnel at each station to fully staff the approved number of companies. An attempt will be made to provide holdover coverage on a voluntary basis, with the most senior person at the station having first choice. If the voluntary method is unsuccessful, the Battalion Chief shall require mandatory holdover, starting with the least senior personnel at that station.

Those officers and/or firefighters holding over will only be required to remain on duty until relief arrives from another station or overtime callback. Those individuals holding over, whether voluntary or mandatory, will be compensated at the rate of time and one-half for all hours worked, with a guarantee of one (1) hours minimum.

C. Temporary Light/Modified Duty

The intent of the Light Duty Policy will be to encourage a speedy, full, complete recovery, and a timely return to full duty. An employee's safety and well-being will always be considered in making light duty assignments.

Light/modified duty assignments shall be those assignments, which will not only aid the disabled employee's recovery but shall also be directed to the Fire protection needs of the City of Salinas.

Light/modified work may include fire prevention, public education, public speaking, report-letter writing, research about department functions, and may include station duties within the employee's physical limitations, except that janitorial duties will not be assigned.

The type of work assigned to an employee would be determined by review of the facts by chief officers to ensure that the work assigned is appropriate to the disability and meets the work intent allowed by the health care provider. Specifically, limited or modified duty is intended to be an accommodation effort by the department to return a disabled employee to needed work capacity as soon as it is reasonably possible. Work will be assigned between the hours of 8 a.m. and 5 p.m., Monday through Friday or flex-time may be approved by the Fire Chief.

If the light or modified duty assignment is beyond the physical capabilities of the employee, the employee may request adjustment of the assignment from the Fire Chief. If not resolved, the employee shall return to his/her health care provider for further evaluation of the light duty limitations. In case of non-industrial disability, the employee's return to light or modified duty is optional on the part of the employee and the City.

D. Occupational Health and Safety Committee

The Union and the City agree to maintain an Occupational Health and Safety Committee. This Committee shall consist of three (3) representatives of the Union, two (2) representatives of Fire Administration, one of who shall be the Fire Chief, and one (1) representative from Human Resources, with a maximum number of representatives being six (6). Each representative may designate an alternate who may attend the meetings on a regular basis and who shall fill his/her representative's position in the event of absence.

The Committee shall review investigations of occupational injury or illness and exposure to hazardous materials and, where appropriate, shall submit recommendations to the Fire Chief for the prevention of future incidents. The Committee shall also make health and safety-related recommendations to the Fire Chief as to improvements in departmental equipment, physical facilities, training, policies, and procedures and other areas as deemed appropriate by the Committee.

The Committee shall publish health and safety information, which shall be distributed through normal departmental means to all employees.

The Committee shall make recommendations in departmental budget proceeding regarding allocation of funds for improvements in occupational health and safety.

Up to two (2) hours of overtime pay per meeting shall be awarded to Committee members who participate in Committee meetings during off-duty hours.

The Committee shall determine the frequency of meetings; however, in no case shall the Committee meet less than four (4) times per calendar year.

The Committee shall elect a Chairperson and, at his/her discretion, use consensus of parliamentary process in decision-making. The Committee may elect to establish by-laws pertaining to the internal operations of the Committee.

E. Vacation Scheduling

Vacation selection on each platoon will be by seniority in rank. All leave requests will be for the entire shift.

1. Scheduled Leave - Scheduled leave of at least three (3) persons will be allowed. Selections will begin in November and continue throughout the year. If only two (2) persons are on leave on any given day, a third person may add his/her name to the schedule.

   The seniority rule will apply to any leave request that is made after the posting of the original schedule with the following exception: A request made to the Battalion Chief within thirty (30) days or less will be made on a first come, first served basis.

Scheduled leave requests must be made at least 72 hours prior to the requested date. Any requests after the 72-hour notice period will be considered unscheduled and must meet the criteria below.

2. Unscheduled Leave - Unscheduled leave is any leave request in addition to the scheduled vacation slots for three (3) employees. As long as there is no adverse impact on the normal operations of the department, the day the leave is to be taken, unscheduled leave requests will be granted subject to the following guidelines:

   a. There is at least one person above the minimum staffing level on the most-current staffing schedule.

   b. Any request for unscheduled vacation that is granted will be placed on the schedule and will be considered 'scheduled leave' at that time.

   c. Leave will be granted for 4, 6 or 8 hours for personal medical and "immediate family" medical and personal educational uses or as required by law. "Immediate family" in this section is defined as husband, wife, child, father, mother and step-children.

   All other scheduled leave will be granted for periods of 12, 18 or 24 hours.

3. Requests for vacation that day:

   Requests on the day the vacation is to be taken will be granted by seniority in rank.

4. Requests for Cancelled Vacation

   All requests for vacation that were previously scheduled and cancelled by another party, are subject to the same seniority rule as original vacation picks.

   Cancelled Vacation Picks: Cancelled vacation picks are filled first by rank and seniority within the rank.

F. Change in Assignment

If an employee's workweek is changed as a result of an assignment change by the Fire Chief, the City agrees to meet and confer on the impact, if any, on issues(s) within the scope of representation upon the request of the Union. The City will notify the Union within 30 days prior to implementation of the assignment change. The City also agrees to meet and confer on the impacts and effects of any change in job description and job duties that are within the scope of bargaining.

G. Overtime Rate

Overtime shall be paid at the 56-hour rate for employees assigned a 56-hour week or 40-hour rate for employees assigned a 40-hour week. The overtime rate shall be one and one-half (1½)

times the regular rate of pay. Overtime is paid for time which the employee is required to do work during his/her day off or as required by law. An employee may request compensation for overtime by compensatory time off or by payment. The decision shall be at the sole discretion of the employee.

Compensatory time off shall not accumulate in excess of 144 overtime hours worked. Compensatory time off ("CTO") can be used as vacation or sick hours and is subject to the same rules for approval. CTO does not accrue for working special events or grant-funded activities; any overtime will be paid.

H. Industrial Disability Leave

Industrial disability leave for unit employees shall be governed by Section 4850 of the Labor Code as presently worded or subsequently amended. This section in no way prohibits the City from contesting 4850 payments and shall apply in those cases where there is no contest by the City.

I. Workday/Workweek

1. 40-Hour Workweek

Employees assigned to work 40 hours per workweek generally work 8 hours per workday, from 8:00 a.m. to 5:00 p.m., Monday through Friday, with two consecutive days off. The Chief reserves the right to assign 40-hour employees on Saturdays or Sundays provided that the schedule change includes two consecutive days off. Flexible and alternative schedules (such as 4/10 schedules) may also be assigned and/or approved by the Chief. The City agrees to notify the Union prior to changing a 4/10 schedule.

J. Grievance Procedure

The City and the Union agree to utilize the following grievance procedure:

1. **Definition**: A grievance is any complaint or dispute regarding the interpretation or application of this Memorandum of Understanding, Appendices and Letters of Understanding; and the just cause for disciplining or terminating bargaining unit employees.

2. The Union or any non-probationary employee represented by the Union or the City may file and process a grievance. Aggrieved employees may be represented by the Union or may represent themselves in preparing and presenting their grievance.

3. Written grievances shall be submitted on forms which are mutually agreeable to the City and the Union. Grievances filed by the City shall be submitted directly to arbitration.

4. The time limits specified in this section may be extended by mutual agreement in writing of the aggrieved employee or the Union and the reviewer concerned. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately

appeal to the next step. Absent good cause, a grievance will be considered settled if the decision of any step is not appealed within the specified time limit.

5. If a grievance is related to a promotional process within the representation unit, Step 1 shall be directed to the Fire Chief or his/her designee.

Step I: An aggrieved employee or the Union will first attempt to resolve the grievance through informal discussions with the immediate supervisor by the end of the seventh calendar day following the discovery of the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

Step II: If the grievance is not resolved in Step I, it shall be submitted in writing to the Fire Chief within seven calendar days of receipt of the supervisor's written response. The Fire Chief will have seven calendar days from receipt of the grievance to review the matter and prepare a written response. If the grievance is denied, the response shall contain the reasons therefore.

Step III: If the grievance is not resolved in Step II, an aggrieved employee or the Union may submit the grievance to the City Manager for final determination or to binding grievance arbitration. In the event an employee, and not the Union, elects to proceed to binding arbitration, he/she shall be responsible for their own arbitration costs. All Step III appeals must be filed in writing at the Human Resources Department Office within seven days of receipt of the Fire Chief's response under Step II. Hearings before an arbitrator will be as set forth below.

The parties, or their representatives, who proceed to arbitration shall jointly select an arbitrator. If the parties are unable to agree on an arbitrator, they shall jointly request a panel of five qualified and experienced arbitrators from the State Conciliation Service. Upon receipt of the list of arbitrators, the names shall be alternately struck until one name remains who shall serve as arbitrator. The arbitrator shall be jointly contacted by the parties.

In the event of a claim that a grievance is not subject to the arbitration provisions of the Memorandum of Understanding, the issue of arbitrability shall be decided by the arbitrator using the criteria set forth in this Memorandum of Understanding. Copies of the arbitrator's decision shall be submitted to the City and to the Union or to the grieving employee. Costs of the arbitrator and court reporter shall be shared equally by the parties. All other costs arising from the arbitration proceedings shall be borne by the party incurring said costs.

K. Labor-Management Relations

The City will permit the elected officers and appointed shift representatives of the Union to receive and investigate complaints from employees represented by IAFF and attend on monthly Union-related meeting during on-duty hours. An officer or shift representative shall notify his/her Battalion Chief as early as possible if a Union-related meeting will cause the movement of personnel or equipment outside of standard response areas. Such activities shall not interfere with the normal operations of the department. Employees shall have the right to have a Union officer or shift representative present at any meeting with Department or City administration regarding discipline. An employee who desires to be represented at the meeting shall so notify

the Battalion Chief. The City has an obligation to advise an employee if a meeting may involve disciplinary matters. Union officers and shift representatives shall be allowed access to appropriate materials in personnel files which are directly related to a grievance or alleged contract violation if the affected employee's written consent is received by the City. The City will not use any materials from the personnel files for the purpose of discipline, or in the grievance procedure, which have been specifically denied the employee in a request for access.

The Fire Department Administration, Human Resources and the Salinas Firefighters Association will form a Labor Management Committee to discuss issues affecting the Fire Department. The Labor Management Committee shall meet at least once every two months or more if needed.

The Labor Management Committee will establish procedures for the promotional process no later than October 1, 2018. The City agrees to notify the Union at least 60 days in advance of making changes to the promotional testing process. The City agrees to meet and confer and on changes to the promotional process that are within the scope of bargaining.

The Labor Management Committee will also meet to discuss and develop policy and procedure relating to the Tactical Medic Program and any proposed change to the Uniform Policy.

L. Safety Standard

The City does not agree to adopt and implement National Fire Protection Association, Standard 1500 (NFPA 1500). However, the City recognizes the value of NFPA 1500 and shall endeavor to use its provisions as a guideline when the City determines that it is economically feasible and within City monetary resources.

M. Departmental Policies

The City and the Union agree to meet and confer on changes to Fire Department Rules and Regulations and Operating Procedures that are within the scope of bargaining. In the event that there is a conflict between this MOU and another City policy or rule the language of the MOU will govern.

N. Layoff Policy

The layoff policy for IAFF is incorporated herein as Appendix V.

O. Residency

The City and IAFF agree that any residency requirements for IAFF represented personnel shall be consistent with State law.

P. Minimum Staffing Level

The on-duty bargaining unit minimum fire suppression shift staffing level shall be no less than

23.

Each engine company shall be staffed with a minimum of three fire suppression personnel, one of whom shall be a Fire Captain, one whom shall be a Fire Engineer and one of whom shall be a Firefighter. While Appendix I (Paramedic Program) is in force at least one of these three fire suppression personnel shall be ALS certified. Each ladder truck shall be staffed with a minimum of three fire suppression personnel, one of whom shall be a Fire Captain and one of whom shall be a Fire Engineer. When possible, as determined by the Chief, each ladder truck shall be staffed with a minimum of four fire suppression personnel, one of whom shall be a Fire Captain, one of whom shall be a Fire Engineer and two of whom shall be firefighters. Effective at the expiration of this agreement, each ladder truck shall be staffed with a minimum of four fire suppression personnel. This MOU provision may be reopened by the City in the event the City declares a fiscal emergency.

Paramedic Rescue Unit(s) will be staffed with a minimum of two personnel, one of whom shall be a Fire Captain and one a paramedic. The Fire Captain and paramedic may be the same person. If necessary, and in accordance with standard departmental procedures regarding staffing of apparatus, an acting Fire Captain shall staff the squad.

Q. Living standards

The City and the Union will use the Labor/Management Committee to address concerns about fire station living standards and housing facilities, if they arise.

SECTION 10 - UNIFORMS

A. The City shall pay two thousand dollars ($2,000) per calendar year for uniform replacement and maintenance to be paid monthly.

B. The City will provide newly hired employees with three (3) pairs of Nomex uniform pants.

C. Uniforms that are damaged in the line of duty shall be repaired or replaced by the City at no cost to the employee.

D. An employee shall be issued personal safety equipment, as listed in Fire Department Rules and Regulations, at no cost to the employee. If the City determines that a listed item is unserviceable beyond repair, the City shall replace such item at no cost to the employee.

E. If any item set forth in the Clothing and Maintenance Policy becomes mandatory for the City to supply or maintain, the clothing allowance shall be reduced accordingly.

F. The City shall provide notice to the Union of at least 60 days and an opportunity to meet and confer on the impacts and effects of significant changes to the required uniform.

SECTION 11 - ON-DUTY SHOPPING

A. Fire Department equipment may be used for purchasing groceries, provided that shopping trips shall be limited to one per day.

B. Shopping must be done within the City limits and within each station's assigned response area.

C. While shopping, all members shall remain in service and in radio contact.

D. Personal shopping on duty WILL NOT be permitted.

SECTION 12 - TELEVISION

A. In each station where the Union owned television set is used to view televised training programs sponsored by the Department, the City agrees to pay one-half the cost of maintenance, but no more than $100 per year per station.

B. If the Union needs to replace a television set due to age, the City agrees to apply any unused portion of the annual $100 maintenance amount towards the purchase of a new set, with the understanding that no additional funds will be available to that station for maintenance or purchase for the remainder of that year.

SECTION 13 - APPENDICES

A. Appendix I, the "Paramedic Program," is made part of this Memorandum of Understanding as fully set forth herein.

B. Appendix II, the "Hazardous Material Response Program," is made part of this Memorandum of Understanding as fully set forth herein.

C. Appendix III, "Catastrophic Leave Program," is made part of this Memorandum of Understanding as fully set forth herein.

D. Appendix IV, "Salinas Fire Department Non-Emergency Call Back Procedures," is made part of this Memorandum of Understanding as fully set forth herein.

E. Appendix V, "Layoff Policy for IAFF, Local 1270," is made part of this Memorandum of Understanding as fully set forth herein.

F. Appendix VI, "Uniform Agreement"

G. Appendix VII, "Shift Bid (side letter)

H. Appendix VIII, "Salary Schedule"

SECTION 14 - TERM

The term of this Memorandum of Understanding shall commence on January 1, 2026 and shall expire December 31, 2027, except as otherwise agreed to by the parties. Proposals for change and/or renewal shall be submitted by October 1, 2027.

CITY OF SALINAS		IAFF LOCAL 1270	
_____	_____	_____	_____
Rene Mendez	Date	Jesus Ramirez-Regalado	Date
City Manager		President	

APPENDIX I: PARAMEDIC PROGRAM

PARAMEDIC RECLASSIFICATION

A Firefighter/paramedic shall be reclassified to Firefighter on request; however, for the reclassification to be approved, the total number of Firefighter/paramedics in the Department may be reduced to no less than eighteen (18) after the Firefighter/paramedic is reclassified. In the event Firefighter/paramedic staffing would drop below eighteen (18) with the reclassification, the City will make every reasonable effort to provide replacement Firefighter/paramedic(s) to fill the positions to be vacated by those employee(s) wishing to reclassify as Firefighter.

If the number of authorized paramedic positions increases from 21, the number of minimum paramedic positions will increase accordingly.

Requests for reclassification to Firefighter will be made on an annual basis during the month of September. Approval or denial of the request will be provided to the employee in writing no later than October 15.

Department seniority shall apply in the event two (2) or more Firefighter/paramedics request reclassification to Firefighter at the same time.

APPLICATION

A line Firefighter of any rank, with a current EMT-1A certificate (non-paramedic entry level probationary Firefighters will be evaluated on an individual basis prior to being nominated by the Fire Chief) may apply for training to qualify for this classification. The EMT-1A certificate must be current at the starting date of Paramedic training. The City reserves the right to hire applicants that are qualified as Paramedics. Acceptance into the Paramedic Program includes an individual's ability to pass the entrance exam of a Paramedic training institution, the ability to make a personal commitment and a dedication of purpose to provide an outstanding Advanced Life-Support Program for the citizens of our community.

WORKING CONDITIONS

A Paramedic position will be a separate classification. This classification has a salary range 12.5% above the classification held by the employee prior to the being reclassified. The salary increase will become effective upon successful completion of the Paramedic training Program and assignment as a Paramedic to perform regular on-shift Paramedic duties. This salary increase shall remain in effect while an employee remains in the classification and performs regular on-shift Paramedic duties for the City of Salinas.

The hours of work per week will be those of a regular Firefighter, which is 56 hours. However, during the didactic phase(s) of the training period, a variable of a 40-hour workweek may be used.

The City will arrange for Paramedic training, including:

1. City will pay for certification/re-certification;
2. Pay tuition cost;
3. Pay for books;
4. Lodging and travel will be paid by City if commuting is not feasible;
5. Meals to be provided in accordance with City policy in effect during the time of training.

Paramedics can be assigned to train other Firefighters as EMT1-A's. Individuals so assigned will be given 60 days advance notice.

Overtime will be paid as per City policy.

Upon being certified as a Paramedic by Monterey County, a one-time bonus of $500 will be paid to each of the Paramedic Trainees.

APPENDIX II: HAZARDOUS MATERIALS RESPONSE PROGRAM

Eligibility

All personnel from the rank of Firefighter through Captain are eligible for the program.

Exceptions: Probationary Personnel

Background Requirements

A background of hazardous materials, chemistry classes, or other related classes would be considered beneficial, but not necessary. A strong interest and desire to commit oneself to the hazardous material program and training that it will require is the key prerequisite.

Selection Process

A memo will be distributed requesting all interested personnel to submit a short resume as it relates to the above requirements. A screening board consisting of three Chief Officers will review the resumes and select the personnel. In the event that a number of personnel are equally qualified, seniority will be used as the determining criteria. The Operations Chiefs may request an interview with the candidates.

In the event there is an insufficient number of applicants to fulfill the program requirements, an assignment will be made utilizing reverse seniority.

All personnel placed on the hazardous materials team are subject to a minimum of two years of service with the team, starting from the effective date of assignment.

Vacated positions, or team members medically unable to perform their haz-mat duties for longer than 90 days, will be filled through the selection process as soon as reasonably practical.

Team Leaders

A Primary and Secondary Team Leader will be assigned to each platoon. Team Leader will be determined by rank, next by seniority in the program, and the last by seniority in rank, next by seniority in the program, and last by seniority in rank. Team Leaders must have the ability and desire to direct overall haz-mat Operations on their respective shifts.

The Team Leaders will be responsible to keep his/her Team Members in a “ready state” by conducting and/or coordinating classroom drills and manipulative exercises necessary to maintain professional competence at the level of Hazardous Material Technician.

The Team Leaders and Team Members will be responsible to develop and conduct a regular training program for their respective platoon, necessary to maintain professional competence at the level of First Responder Operational (FRO).

Staffing Levels

There will be a Team Leader, Secondary Team Leader, and four (4) line personnel (Team Members) assigned as the Hazardous Materials Response Team to each platoon.

In the event that there are no Hazardous Materials Team Members reporting to duty on a given shift, three (3) off-duty Hazardous Materials Team Members will be called-back on overtime, and will be primarily responsible for the readiness state of the Hazmat Unit in the event of the Unit's request on that duty day.

Response

A minimum of three (3) Haz-mat Team Members, one being a Team Leader, will respond with the Hazmat Unit on any haz-mat Level II emergency response. If Department staffing allows, four (4) Team Members shall respond.

Training

Training of all Team Members will meet with criteria set forth within 29 CFR 1910.120 (q) and Title 8, General Safety Orders, Section 5192 (q) for Hazardous Materials Technician. It is the goal of the Salinas Fire Department's program to provide this requirement for training within the first year of a new member's entry into the program. This would be a total of 240 hours of hazardous materials response team training.

As more funds become available individual members will be sent to schools for additional "specialized" training, to include HM Specialist level training.

Medical Surveillance

All personnel will be required to have a physical under the following conditions:

1. All personnel that have been accepted to the Hazardous Materials Response Team will be required to have a physical as required by law, 29 CFR Part 1910.120 (q), before being accepted to the program.

2. Every twelve (12) months after being assigned to the program.

3. As soon as possible following the notification of the City by a Team Member that they have developed signs and symptoms indicating possible over-exposure to hazardous substance or health hazards.

4. At termination of, or upon re reassignment.

All medical examinations will meet criteria set forth in 29 CFR Part 1910.120(q).

It will be the responsibility of the Team Leaders to maintain the regular schedule of annual

medical examinations, to alert and schedule any of the above examinations, as needed, and upon notification to the Operations Chief.

Medical Monitoring

A Salinas Paramedic will respond with the Salinas Hazard Material Response Team to all Level II hazardous material emergencies, where entry into an exclusion zone is to, or likely to occur by members of the team. It will be the duty of this individual to supervise and/or administer proper medical monitor protocols during Haz-mat Team Members' entry and exit into a contaminated or potentially contaminated area, and to maintain written medical monitoring form(s) approved by the on-site Hazardous Materials (Assistant) Safety Officer.

Completed Medical Monitoring forms will be part of the written documentation of the incident submitted to the fire administration office.

APPENDIX III: CATASTROPHIC LEAVE PROGRAM

A. Donation of Leave

If an IAFF-represented employee experiences an extended disability due to pregnancy, illness or injury, or if the spouse or child of an employee becomes ill or injured, IAFF employees, with departmental approval, may donate a minimum of four (4) hours of accrued annual leave and/or sick leave to the affected employee in accordance with the following conditions:

1. Qualifying employees desiring to receive a donation of leave time shall notify the Union of the request for leave donation and the Union will solicit donations of leave time. Employees who choose to donate leave time will do so on a form submitted to the Fire Chief and Human Resources Director for approval.

2. The donation must be in whole hours with a minimum of 4 annual leave hours being donated.

3. Employees receiving the donation of leave may receive an unlimited number of hours; however, the donated hours may only be used after the affected employee's annual leave and/or compensatory time off hours have been exhausted. All leaves of absence are subject to approval by management in accordance with the City's leave policies and applicable law; leaves of absence taken using donated leave hours run concurrently with any otherwise unpaid leave available.

4. Donations shall be made on a form to be developed by the Department in coordination with Human Resources and shall be signed by the donating employee and fire administration.

5. Neither this policy, its implementation, nor procedure is subject to the grievance procedure.

B. Donated Hours Not Returned

Donation of leave is irrevocable. Donated annual leave hours may not be reclaimed.

C. Unused Donations

Upon return to work or upon disability retirement, or when an approved leave of absence otherwise ends, the employee shall not retain donations that are being held and have not been used. The unused donated leave hours shall be returned to the appropriate donor, if still employed with the City, on a last received, first returned basis.

D. Hold Harmless

The Union agrees to hold harmless, indemnify and release the City of Salinas, its officers, and employees from all liability arising from any claims alleging improper implementation of the policy, including any alleged violation of discrimination laws, or any other claim of loss,

damage or expense.

APPENDIX IV: NON-EMERGENCY CALLBACK PROCEDURES
SALINAS FIRE DEPARTMENT

I. GENERAL

All personnel who are assigned callback duties shall understand these procedures before assuming callback duties.

The Overtime Sign-up Calendar will be used for planned need and day-of call back.

Personnel will be on hold-over status at the affected station based on their job classification using the practice known as position for position.

Personnel may not be paid overtime unless they are actually on-duty. Trades-of-Shift will not be allowed during overtime. However, Stand-by's of two hours or less may be granted at the discretion of the on-duty Battalion Chief.

This agreement will be re-visited when staffing levels or specialty assignment levels change.

II. PLANNED NEED PRACTICES & OVERTIME SIGN-UP CALENDAR

Callback shall be conducted in advance for known vacancies using the Records Manager Program and the Overtime Sign-up Calendar. It shall be done at approximately 1800 hours on the first day of the affected platoon's work cycle. If possible, vacancies will be filled for the entire work cycle at that time.

Personnel interested in working on a future date may sign up in the Overtime Sign-up Calendar at any time. Personnel may express interest in a specific date by placing an "X," a "P" or an "XP" on that day. An "X" expresses an interest in a full-shift only (more than 12 hours). A "P" expresses interest only in a partial shift (12 hours or less). An "XP" expresses interest in any amount of time, with a preference for a full-shift. Any other letter(s) will not be recognized. Vacancies may be filled one shift at a time.

A person whose name is on the Overtime Sign-up Calendar will be relieved of their commitment to work at 0830 hours on the day of the overtime. A person may remove their name from the calendar at any time, until an assignment has been made.

For vacancies of two (2) hours or less, personnel on hold-over status in the affected station will be asked if they are willing to work for up to two (2) hours. If they accept, they will be given that overtime and the Overtime Sign-up Calendar will not be used to fill that partial vacancy.

In the event that those who are on the calendar are not contacted at the time of the planned need call, they will be assigned to fill a vacancy and a message will be left, advising them of their assignment. It is the responsibility of that individual to confirm the time and location of their assignment.

In the event that an individual signs up for a date on the calendar and is then unable to work that day, for a reason other than an illness or a family emergency, they will have three (3) X's add to the times worked folder for the first offense which will double each consecutive time an individual fails to meet their assigned overtime, (i.e., first offense 3 X's, second offense 6 X's, third offense 12 X's, fourth offense 24 X's). Starting the first day of every January, all penalties will be reset. However, any penalties incurred during the last two (2) weeks of December will cause 3 "Black" "X's" will be placed in the times worked folder in the new calendar year. Alternates can sign up for overtime. However, if their trade becomes sick or injured than that individual who is in the overtime/alternate spot now moves out of the overtime and into the trade position. Callback will be used to fill the remaining overtime position. Once the individual has shown up for the trade of shift their obligation for that trade has been fulfilled and the alternate's obligation has been met. If you are not able to respond for "Day of Overtime" within 2.5 hours to your assignment, you are responsible to remove your name from the overtime sign up list. This "2.5 hours" includes travel time, picking up your gear and getting to your assignment.

III. CALLBACK RECORDS

The proper procedure is as follows:

1. At the beginning of each calendar year, the records will be sorted according to an individual's seniority in rank and the number of shifts worked shall be placed at the number zero.

2. Personnel records will be promptly updated whenever pertinent data about an individual changes. It is the individual's responsibility to ensure that changes have been made to their personnel record, such as, telephone number(s), pager numbers, rank, specialty status and/or requests to activate or inactivate their current callback status.

3. When staffing falls below the current minimum level, personnel shall be called back position for position.

   Position for position: Calling back to the highest ranked position that is vacant on a given (specific) duty-day.

4. When an individual is called back:

   A. Their callback record shall be marked with the (specific) date and number of hours worked. The record shall be checked to ensure that the program changed the number of times worked to the number that is correct.

   B. Periods of more than 12 hours will count as a full shift worked.

IV. GENERAL RULES FOR SPECIALTY ASSIGNMENTS AND OFFICER CALLBACKS

1. The following are the minimum staffing levels for specialty positions, and/or Fire Captains and/or Fire Engineers, on a duty-day:

   A. Six (6) Paramedics; Effective July 1, 2007, there will be 27 authorized Paramedics, nine per platoon

   B. Three (3) Hazardous Materials Team Members; Effective July 1, 2007, there will be 18 authorized Hazardous Material Team Members, six per platoon

   C. Eight (8) Fire Captains/Acting Fire Captains will be maintained on a duty-day. Effective July 1, 2007, there will be 24 authorized Fire Captains, eight per platoon

   D. Seven (7) Fire Engineers/Acting Fire Engineers. Effective July 1, 2007, there will be 24 authorized Fire Engineers, eight per platoon

2. Callback for Paramedics:

   A. Callback to Six (6) Paramedics, regardless of the on-duty staffing-level.

   B. If less than Six (6) Paramedics are on-duty, callback a Firefighter/Paramedic.

   C. If no Firefighter/Paramedics are available to work, callback a Fire Engineer/Paramedic.

   D. If no Engineer/Paramedics are available to work, callback a Fire Captain-Paramedic.

3. Callback for Fire Captains:

   A. If daily staffing is below the minimum on-duty level and there are less than eight (8) Fire Captains on-duty, callback a Fire Captain.

   B. If no Fire Captain is available to work, callback a Fire Engineer.

   C. If no Fire Engineer is available to work, callback a Firefighter.

4. Callback for Fire Engineers:

   A. If daily staffing is below the minimum on-duty level and there are less than seven (7) Fire Engineers on-duty, callback a Fire Engineer.

   B. If no Fire Engineer is available to work, callback a Firefighter.

5. Callback for Firefighters:

   A. If daily staffing is below the minimum on-duty level and there are eight (8) Fire Captains and seven (7) Fire Engineers on-duty, callback a Firefighter.

   B. If no Firefighter(s) are available to work, callback a Fire Engineer(s).

   C. If no Fire Engineer(s) are available to work, callback a Fire Captain(s).

   D. If no Firefighter, Fire Engineer or Fire Captain accepts the callback, then promptly notify the on-duty Battalion Chief, refer to the Mandatory Callback Procedure contained in Section VII.

V. SPECIAL SITUATIONS

If daily staffing falls one below the minimum on-duty level and two categories need to be filled, then personnel who are assigned in both categories may be called-back using the following priority level:

1. First, a Paramedic;

2. Second, a Fire Captain;

3. Third, a Fire Engineer;

4. Fourth, a Hazardous Materials Team Member

5. In the event that callback for BC duties becomes available to IAFF unit members (following exhaustion of the callback process with the FSA bargaining unit), the process shall follow the normal callback procedures of seniority and times worked. Callback for BC duties shall be made available to, and performed only by, individuals who meet the minimum job requirements as set forth in the job description and/or has successfully passed the promotional exam for BC.

VI. OES CALLBACK PROCEDURES (PLANNED NEED)

OES Callback procedures shall be as specified in Operational Bulletin #08-100. Presently this procedure reads as specified below in this section. The Chief reserves the right to change this policy as needed, provided, however that legal meet and confer obligations are met.
Callback for OES assignments shall be made following Salinas Fire Department Standard Operating Procedure #207. OES Type 1 and Type 3 engines shall have four (4) personnel assigned. If there is a request for the Communication vehicle, it shall be staffed with a minimum of three fire suppression personnel, one of whom shall be a Fire Captain, one whom shall be a Fire Engineer and one of whom shall be a Firefighter.

Initial Attack Assignment: The requested type of equipment staffed by on duty personnel. The turnout time for Initial Attack assignment should be no more than (3) minutes from the time of the dispatch.

Immediate Need: The requested type of equipment staffed by four personnel. Personnel will be assigned from the platoon on duty at the time the order and request number are received, according to standard callback procedures using seniority and times worked. The turnout time for an immediate need strike team shall be 30 minutes from time the order and request number are received. See paragraph I of this section for sign up.

Planned Need/Relief Crew: Assignments will be made according to standard callback procedures using seniority and times worked. See paragraph I for sign up. Four person staffing should include one (1) Fire Captain, one (1) Fire Engineer and two (2) Firefighters. The On Duty Chief "BC" shall ensure that only qualified persons possessing the CICCS certification shall be sent on O.E.S. deployments. A relief crew should be sent seven (7) days into the assignment. The assignment will count as one (1) shift worked for each day of more than 12 hours overtime upon return. This includes a single resource request; strike team requests, and individual requests regardless of the requesting agency (i.e., FEMA, OES, etc.).

If there are not enough personnel signed-up to fill an Immediate Need assignment, it will become a mandatory assignment, using reverse seniority on duty. If there are not enough personnel signed-up for a Planned Need/Relief Crew response, assignments will be made by reverse seniority in the department.

Individuals who are scheduled on a trade of shift or overtime are not precluded from responding on an out of county assignment. The day of the trade shall be considered a regularly scheduled duty day and the individual will not be entitled to overtime on that day.

Every effort shall be made to make notifications for relief 48 hours before the scheduled departure. Personnel are expected to confirm acceptance of the assignment within 12 hours of contact. Without confirmation, the person will be replaced.

Overtime notifications for an immediate need or planned need response shall not begin until the department has received the appropriate order and request number form the requesting agency.

VII. MANDATORY CALLBACK – PLANNED NEED AND DAY-OF

Every effort will be made to ensure that a person on mandatory overtime does not work for more than 96 consecutive hours.

VIII. SPECIAL EVENTS – PLANNED NEED AND DAY-OF

The staffing for special events shall consist of two or three personnel from the fire suppression division. Staffing for those apparatus shall consist of a Fire Captain, a Fire Engineer and/or a Firefighter, whichever is appropriate.

APPENDIX V: LAYOFF POLICY
CITY OF SALINAS
IAFF, LOCAL 1270 POLICY:

City to review for legal compliance as requested by Union.

It is the intention of the City of Salinas to provide to layoff policy that ensures fairness to all City employees as well as the best opportunity for a transition to re-employment.

The City of Salinas may layoff an employee due to lack of work or lack of funds. The City shall inform the Union in writing regarding potential layoffs no less than sixty (60) days prior to any notice of layoff being sent to individual employees.

PROCEDURE:

In the event of a reduction in work force in the Fire Department, the City shall designate the classification(s) and positions to be eliminated. The City shall provide affected employees and the Union with a current seniority list for the classification(s) affected, the reason for proposed layoffs, the effective date of layoffs, and a copy of this policy no later than thirty (30) days prior to the effective date of the layoffs. Additionally, affected employees shall be provided a summary of all accrued benefits at least thirty (30) days prior to the effective date of layoffs.

Layoffs shall be made among all bargaining unit employees in the same classification within the Fire Department in the following order: temporary employees, probationary new employees, regular employees (including probationary promotional employees). No regular employee within the department shall be laid off in any classification if there are temporary employees in an active status in the same classification within the department. For purposes of this layoff policy, a regular employee is defined as an employee filling an authorized, budgeted position regardless of hours worked.

SENIORITY DEFINED

For purposes of layoff, seniority shall be defined as the length of service in any regular position(s) with the City as determined by City personnel records. Continuous service for purposes of determining seniority shall be defined to including work related injury leave of up to one (1) year's duration as determined by City Personnel records.

For purposes of returning to a previously held classification, seniority will be defined as the length of service in that classification.

LAYOFF BY CLASSIFICATION

The order of layoff within a classification shall be based exclusively on seniority, with the least senior employee being the first to be laid off.

A single seniority list will apply for all IAFF members. An exception to the order of layoff may only

be made if a layoff according to seniority will result in less than eighteen (18) paramedic-licensed personnel being available for duty. If laying off a Firefighter/paramedic would result in less than eighteen (18) paramedic/licensed personnel being available for duty, the City may lay off the least senior firefighter without a paramedic license.

PREVIOUSLY HELD POSITIONS

In the event that an employee is notified of layoff, that employee shall have the right to return to ("bump") any classification in the City in which the employee has served in regular status in City service, with due consideration to reclassifications, job descriptions and changes in titles of the position(s) previously held. For purposes of "bumping" to previously held classifications, seniority shall be defined as total time served in the classification from which an employee will "bump". An employee must notify the City of his/her desire to return to a previously held classification within five (5) working days after receipt of written notice of layoff.

JOB COUNSELING AND OUTPLACEMENT SERVICES

It is the City's intent to assist laid off employees through the transition from City service. To that extent, employees whose positions are proposed from reduction may schedule a meeting with a representative of Human Resources. In addition to providing job counseling to employees facing layoff, Human Resources will function as a clearing-house for resources, information and referrals on outside employment, training opportunities, and potential re- employment opportunities with the City of Salinas.

RETRAINING

It is the City's intent to consider on-the-job training programs for laid off employees and employees designated for layoff who may be interested in transitioning to other available positions within the City for which they may or may not be fully qualified.

If an employee's qualifications are judged to meet the minimum desirable qualifications as outlined in the job description, or if, in the opinion of the Human Resources Director and Department Director it is reasonable to expect the employee to meet the minimum desirable qualifications within a 90 calendar day period of on-the-job training, the City will consider that laid off employee prior to any other employee or applicant.

In the event that there is more than one laid off employee who is considered for retraining, the laid off employee who has greater seniority will be given first priority for consideration of the on-the-job training opportunity.

SEVERANCE PAY

Each laid off employee shall receive severance pay in the amount of one (1) week for each year of service up to a maximum severance of six (6) weeks. In addition, if for any reason the City requests an employee to leave his/her employment before the thirty (30) day notice period has passed, the City shall pay the employee the remainder of his/her salary for the thirty (30) day period.

HEALTH INSURANCE

For laid off employees, the City will pay the full premium amount for the level of health insurance coverage in force on the date of separation for a period of 12 months. Each employee is eligible to continue group health insurance benefits under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

If a laid off employee elects to receive the City's payment of premium for twelve (12) months after separation, the benefit will continue until whichever of the following events occurs first.

- Expiration of 12 months from the date of separation.

- Employee becomes covered under any other group health plan as an employee or a dependent. If the laid off employee fails to notify the City of such coverage, the City may immediately terminate group coverage under COBRA and take action to recover the City's costs for the period of time of dual eligibility.

- Employee or covered dependent becomes eligible for Medicare.

The "Election of Benefit" form must be signed and returned to the Personnel/Risk Management office no later than 5:00 p.m. on the final date of employment, or rights to City-paid premium will terminate.

This coverage falls within the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). Coverage beyond the 12 month of City-paid premiums may be continued at employee expense, subject to the guidelines and limitations of the COBRA provisions.

Health insurance coverage is defined to be inclusive of current City health, dental, vision, and EAP insurance programs.

ACCRUED TIME

At the time of separation, each laid off employee shall be paid in full for all accrued vacation/annual leave time and any other paid leave, including compensatory time, earned during the course of employment, consistent with the provisions of applicable MOUs and the City Personnel Rules.

BENEFITS

Any employee receiving notice of layoff who has previously received a benefit, e.g., uniform allowance, shall under no circumstances be required to reimburse the City for the benefit already paid. However, an employee receiving notice of layoff shall not receive a benefit, which is not specifically outlined in this policy or any other City, County, State or Federal policy or Memorandum of Understanding.

RE-EMPLOYMENT OF EMPLOYEES LAID OFF

The names of persons laid off under these procedures shall be maintained on a City re-employment list for a period of up to thirty-six (36) months from date of layoff for the classification from which the employee was laid off and for those classifications that an employee previously held in regular City service. When using a re-employment list to fill a position in a classification from which layoffs have occurred within the thirty-six (36) month period, the City shall re-employ laid off employees from the list in reverse order of layoff. During the thirty-six (36) month period, no new employee shall be hired nor shall any employee shall be hired nor shall be employee be promoted to a classification from which layoffs have occurred until all employees on layoff status in that classification have had the opportunity to return to work in that classification. An employee does not jeopardize his/her standing on the employment list by failure to apply for any promotional exam.

A laid off employee may be removed from the City re-employment list for any of the following reasons: 1) The expiration of thirty-six (36) months from the date of layoff; or 2) Re- employment with the City; or 3) Failure to accept employment with the City; or 4) Failure to appear for a job interview after fourteen (14) days notification by U.S. Mail or email of such interview; or 5) Failure to respond after fourteen (14) days notification by U.S. Mail or email of available employment; or 6) Request in writing by the laid off employee to be removed from the list.

It is the responsibility of the laid off employee to advise the City Human Resources Office of any change in address or phone number.

RESTORATION OF BENEFIT FOR RECALLED EMPLOYEES

Any employee who has been laid off and is hired from a City re-employment list under the terms of this article within thirty-six (36) months from the date of layoff shall be entitled to: 1) Restoration of regular status or, for employees who have not completed their probationary period, credit for that portion of service which has been completed shall be given; and 2) Restoration of any accrued time lost due to layoff; and 3) Credit for all prior service for the purpose of determining seniority and benefits; and 4) Placement in the same step of the salary range the employee held at the time of layoff.

APPEAL PROCEDURE

An employee directly affected by the operation of this policy may, within five (5) working days after notice of layoff is received, request a meeting with the Fire Chief to review the application of this policy as it affects the employee’s status. The employee may be accompanied by the representative(s) of his/her choice.

If the employee is not satisfied with the review provided by the Fire Chief, a further review of the application of the layoff policy may be requested by the employee with the Human Resources Director. Review by the City Manager must be requested within three (3) working days of a determination by the Human Resources Director. The City Manager or designee's determination shall be final.

Appeals regarding the layoff policy shall be limited to alleged misapplications of the policy in terms of the following:

1) Determination of seniority.
2) Determination of an employee's current or prior service in a classification.
3) Determination of an employee's classification series.

The parties agree the above article satisfies their meet and confer obligations on the subject of the impacts and effects of layoffs.

APPENDIX VI: SALINAS FIRE DEPARTMENT UNIFORM POLICY

UNIFORM AND OPTIONAL WEAR STANDARDS

1. Members of the Salinas Fire Department shall not wear any part of the uniform that does not conform to the specifications of this policy. The immediate supervisor is authorized to require the removal of any unauthorized article or item placed on the department's official uniform as well as the wearing of unauthorized and inappropriate uniform specifications.

2. Security of uniforms, badges and insignias is paramount. While on duty personnel shall maintain constant awareness of the location of their uniform to avoid theft or damage. While off duty, personnel shall ensure that their uniform, badge and insignias are secure. Theft or loss of a uniform shall be reported immediately to the battalion chief through the proper chain of command.

3. Definitions:

A. Full Class A: Authorized uniform - jacket with badge, pants, shirt, tie, hat, belt and appropriate footwear.
B. Full Class B: Authorized uniform shirt with badge, uniform pants, station or department t-shirt, belt and appropriate footwear. Additional wear such as authorized uniform jackets, quarter zips and hats may be worn.
   The authorized department polo shirt is acceptable wear in place of the uniform shirt. While conducting training classes or attending classes off duty.
C. Modified Class B: Authorized uniform - pants, belt, appropriate footwear with station or department t-shirt, with or without department sweatshirt, hooded sweatshirt, quarter zip or jacket.
D. Workout and Optional Wear: Authorized uniform - sweat pants or shorts, station or department t-shirt, quarter zip, sweatshirt, hooded sweatshirt, jacket, cap or beanie, and appropriate footwear.

4. Each department member is responsible for maintaining his/her uniform in a presentable manner. The class B uniform, full or modified, should be similar in color, clean, wrinkle free, and show little to no wear or fading of the fabric. Quarter zip sweatshirt shall be in good condition free from significant fading. Boots should be clean and polished prior to the start of shift.

5. Badges, insignias, nameplates, and belt buckles shall be clean and free of tarnish.

6. Station t-shirts and department caps with engine designators embroidered on them are authorized and are meant to build pride and ownership in the department member's station assignment. With that in mind, station t-shirts and apparatus specific caps are only authorized to wear when currently working on that assigned apparatus (i.e., Engine 1 shirt worn when currently working on Engine 1). Personnel are not authorized to wear a station t-shirt or apparatus specific cap that differs from their daily assignment (i.e., Engine 2 shirt or engine specific cap when assigned to work on Engine 6.) This includes overtime, shift trades or while on a relief assignment. The exception to the wearing the station t-shirt and apparatus specific caps is when personnel are assigned to a temporary relief

assignment that will last less than 12 hours (i.e., Assigned to Engine 1 and having to go to Station 5 for 6 hours for coverage).

7. All personnel shall wear their uniforms with dignity.

8. All personnel will be in the designated proper uniform and ready for duty by 0800 hours.

9. While participating in the department's scheduled workout time of 0900 – 1000 hours, approved workout attire is acceptable between the hours of 0800 to 1000 hours.

10. Optional wear is acceptable after 1730 hours.

11. There will be no walking/lounging around the station in undergarments at any time. The restroom and locker rooms are exempt.

12. Company officers shall inspect uniforms daily. Officers are accountable for ensuring personnel are in compliance of this standard and have the authority to ensure that their personnel replace any of the parts of the uniform that fail to meet the standard.

13. Personnel will be in the full class B uniform for all interactions with the public. (Non-emergency events).

14. Returning from an incident is not an acceptable excuse for not being in full class B uniform while in contact the public (i.e., shopping, etc.).

15. While on or in department property and not in contact with the public, a modified class B is acceptable.

16. The firefighter's work environment may result in the employee getting soiled while on duty, thus the employee should have ready additional uniforms and necessary hygiene articles to allow employees to maintain a high standard of personal hygiene throughout their shift.

17. Members that are attending Salinas Fire Department sponsored classes while on duty shall be in their full class B uniform.

18. Members raising or lowering the flags will be in their full class B uniform.

19. Probationary firefighters will wear their full class B uniforms at all times unless involved in drills or assigned details that may soil or damage their uniform.

20. Salinas Fire department personnel may wear official fire department uniforms (Class A and B), when off duty for miscellaneous events that are fire service related. However, the member must remember that they are representing the Salinas Fire Department and will act professionally.

21. Wearing any part of the uniform for personal gain or while engaged in political activities is prohibited.

22. For all other off duty activities, personnel will get the permission of the fire chief to wear the official uniform.

23. All shirts will be worn tucked in at all times, except when exercising. This includes t-shirts, class B uniform shirts.

24. Uniforms, which are damaged in the line of duty shall be repaired or replaced by the City at no cost to the employee.

FULL/MODIFIED CLASS "B" UNIFORM - SUPPRESSION

UNIFORM SHIRT

The uniform shirt shall either be short or long sleeve, navy blue in color, with two breast pockets with chevron style flaps and shoulder epaulets (Workrite Nomex III Aramid Fire Chief Shirt 700NMX45NB short sleeve and style 705NMX45NB long sleeve, or women's cuts 701NMX45NB short sleeve and 705NMX45NB long sleeve). The navy blue Salinas Fire Department approved patch shall be worn on both the left and right sleeves. The top of the patch shall be ½ inch from the seam that connects the sleeve to the shoulder and shall be centered to the center of the shoulder epaulet. Paramedics are required to add an additional rocker patch with the word PARAMEDIC directly under the department patch on both sleeves. The long sleeve t-shirt shall not be under a short sleeve uniform shirt.

COLLAR INSIGNIA

Insignias shall be worn by all officers/engineers on each shirt lapel. The insignias shall be the "cut-out" style and display each rank as indicated by the following:

CHIEF	5 crossed trumpets, gold
DEPUTY CHIEF	4 crossed trumpets, gold
BATTALION CHIEF	2 crossed trumpets, gold
CAPTAIN	2 standing trumpets, silver
ENGINEER	Antique Fire Engine, silver, medallion 1"

NAMEPLATES

Shall be gold in color for Chief Officers and silver for all other personnel. Lettering shall be block font with black lettering. Lettering shall be ½ inch. Last names shall be used. Nameplate dimensions are 2½ inches wide by ½ inch tall.

Optional – First name or initial, and/or job title. Job title lettering shall be ¼ inch and shall be centered directly below the name.
Nameplates shall be worn centered to and directly above the right breast pocket.

Salinas Fire Department approved titles:

FIRE CHIEF
DEPUTY FIRE CHIEF
BATTALION CHIEF
EMS OFFICER
CAPTAIN
ENGINEER
FIREFIGHTER
FIREFIGHTER/PARAMEDIC

T-SHIRT

Navy blue, short or long sleeve t-shirt, with a crew neck and shall be Hanes Beefy Tee. The navy blue t-shirts shall have the lettering as in attachment I on the back of the tee and the image as in attachment II on the front left breast.

A navy blue department t-shirt or station t-shirt will be worn under the class B uniform shirt. No other colors or styles of shirts are allowed.

During the month of October, the PINK department t-shirt is allowed to be worn instead of the navy blue department t-shirt or station t-shirt. Class B shirt does not have to be worn if the pink department t-shirt per department guidelines.

TROUSERS

Navy blue Nomex III, Aramid fiber, 6.5 to 7.5 ounce quarter-cut side pockets and inset style hip pockets, and front permanent crease (Workrite Nomex III Aramid style 400NMX75NB, 401NMX75NB, or 402NMX45NB). Trousers shall be third party certification as recommended by NFPA Standard 1975.

BELT

Black leather basket weave, not less than 1 ¼ inch and not more than two inches wide with a plain silver buckle for suppression personnel. Special buckles may be worn, subject to approval of the Fire Chief.

SOCKS

Black or navy blue in color. White is allowable when worn with high collar or three-quarter boots.

FOOTWEAR

Solid (unperforated) leather or corfam material, black in color. Smooth finish to accept polishing. Toe to be plain or cap toe and shall conform to the contour of the sole. Soles to be not more than ¾ inch thick. Heels shall not be more than 1½ inches thick (measured from

the bottom of the heel to the top of the sole). Laces will be black. Station Class B safety boots will be provided by the City.

JACKET

The following jackets are acceptable:

Fecheimer – High Command in Black
Horace Small – New Generation in Black
Dickies Eisenhower lined – Dark Navy
Dickies Eisenhower unlined – Dark Navy
Condor Summit Softshell Jacket – Navy
5-11 3-in-1 Parka Dark Navy

The Fecheimer and Horace Small jackets shall be black in color with two front patch pockets and silver buttons. A black one-inch cloth nametag with the last name in silver lettering for Captains, Engineers, and Firefighters shall be sewn above the right front pocket. Optional – First initial may be included with last name. A silver cloth badge or approved SFD metal badge for Captains, Engineers, and Firefighters may be sewn above and centered over the left front pocket. The black Salinas Fire Department approved patch shall be worn on both the left and right sleeves. The top of the patch shall be ½ inch from the seam that connects the sleeve to the shoulder and shall be centered with the shoulder epaulet. NOTE: As these jackets (Fecheimer and Horrace Small) need retiring from service they shall be replaced with one of the remaining jackets: Dickies, Condor or 5-11.

The Dickies jackets shall be dark navy in color. Last name shall be embroidered in white block lettering above the right breast. Letters shall be 12 mm. Optional – First initial may be included with last name. The navy blue Salinas Fire Department approved patch shall be worn on the left sleeve. The top of the patch shall be ½ inch from the seam that connects the sleeve to the shoulder and shall be centered with the shoulder seam. The United States flag will be embroidered on the right sleeve centered to the shoulder seam, with the stars on the right, facing forward. The SALINAS FIRE logo, as in attachment III, will be embroidered on the left breast.

The Condor Summit Softshell jacket shall be navy in color. The PVC navy blue Salinas Fire Department patch shall be worn on the left Velcro shoulder patch panel. The PVC United States full color flag shall be worn on the right Velcro shoulder patch panel, with stars on the right, facing forward.

The 5-11 3-in-1 Parka shall be navy in color. The PVC navy blue Salinas Fire Department patch shall be worn on the left shoulder patch panel. The PVC United States full color flag shall be worn on the right shoulder patch panel, with the stars on the right, facing forward.

WORKOUT AND OPTIONAL WEAR

T-SHIRTS, SWEATSHIRTS, SHORTS, AND SWEATPANTS

Station t-shirts will be allowable, but are susceptible to rules in the Uniform and Optional Wear Standards. Station t-shirts shall be navy blue, short or long sleeve t-shirt, with a crew neck and shall be Hanes Beefy Tee. The navy blue t-shirts shall have the image as in attachment II on the front left breast and the approved station design on the back of the shirt, as in attachment VI.

Navy blue polo shirt will be allowable to wear in place of the Class B uniform shirt on weekends and holidays. The polo shirt will also be acceptable during instructing and attending classes at other departments.

The polo shirt shall be embroidered with the seal as in attachment VII. Last name shall be embroidered in white block lettering above the right breast. Letters shall be 12 mm. Optional – First initial may be included with last name. The following polo shirt is acceptable:

GAME Sportswear 8120 Station Polo Shirt in Navy Blue

Navy blue long sleeved pullover or zippered sweatshirt with a crew neck or hood. These sweatshirts shall have the same lettering and logo design as the t-shirt, front and back as shown in attachments I and II. Note: These sweatshirts are not for public contact- reference Uniform and Optional Wear Standards. The acceptable style is Hanes Ultimate Cotton, HF260 and HF280.

In addition, a quarter zip style sweatshirt is also approved. The quarter zip sweatshirt shall have lettering embroidered over the left front breast as shown in attachment III. The image as in attachment IV shall be embroidered on the left sleeve centered to the shoulder seam. The United States flag will be worn on the right sleeve centered to the shoulder seam, with the stars on the right, facing forward. Optional – Last name may be embroidered in white block lettering above the breast pocket seam. First initial may accompany last name. Letters shall be 12 mm. NOTE: The quarter zip style sweatshirt is allowable wear for public contact. The following quarter zip sweatshirt is acceptable:

GAME Sportswear 870-T in Navy Blue

Sweatpants shall be Port and Company, navy blue in color and shall have the approved logo design (attachment II) positioned on the left thigh. The uniform committee may change the brand as availability changes.

Workout shorts shall be Port Authority, navy blue in color and have the approved logo design (attachment II) positioned on the left thigh. The uniform committee may change the brand as availability changes.

SOCKS

White socks are allowable with optional attire under Standards #11 and 12.

HATS

Midnight blue baseball cap – The cap shall be embroidered as in attachment VIII to be centered above the bill. Optional – Last name may be embroidered in white block lettering on the back of the hat to be centered on the back of the hat. First initial may accompany last name. Letters shall be 12 mm. Apparatus name and number, as in attachment V, may be embroidered on the back of the hat to be centered on the back of the hat, with letters to be 12 mm and with numbers to be 20 mm. These hats will be subject to the Uniform and Optional Wear Guidelines. The following hats are acceptable:

Flexfit/Yupoong 6477
Richardson model 500s5 fitted
Richardson adjustable model

Beanie/Stocking cap – is acceptable to be worn around the station and while working in inclement weather. This shall include after structure fires or times of heavy exertion. This optional headwear is not acceptable to be worn as a normal part of the Class B uniform or while in public. The beanie/stocking cap shall be embroidered as in attachment VIII. The 8 or 12 inch style is acceptable. The following beanie/stocking caps are acceptable:

Yupoong 1800FK and 1501KC

Boonie Hat – is acceptable to be worn around the station and while in inclement weather, as a sun protectant, or during training. This hat will also be allowed during out of county or extended incidents in county, such as wildland incidents and search and rescue assignments. This optional headwear is not acceptable to be worn as a normal part of the Class B uniform or while in public. The boonie hat shall be embroidered as in attachment VIII. The following boonie hat is acceptable:

Propper Boonie Hat in Dark Navy

FULL CLASS "A" UNIFORM- ADMINISTRATION

OPTIONAL WEAR FOR SUPPRESSION CAPTAINS, ENGINEERS, AND FIREFIGHTERS

The Salinas Fire Department began transitioning to a new specification on April 10, 2014. The newly adopted specification will be listed here. The Class A uniform is optional required for Captains, Engineers, and Firefighters. The following uniform policy will apply to all sworn personnel, regardless of rank.

The Dress Uniform for the Salinas Fire Department shall be:

COAT - FORMAL

STYLE Double Breasted (Flying Cross #34892)

MATERIAL 13-13.5oz 55/45 Polyester/Wool, Serge

COLOR Navy Blue

LINING Fully Lined

POCKETS Inside Breast

BADGE TAB Cloth on Left Breast

BUTTONS 6 Button Front

PATCH The black Salinas Fire Department approved patch shall be worn on both the left and right sleeves. The top of the patch shall be ½ inch from the seam that connects the sleeve to the shoulder and shall be centered to the shoulder seam.

BUTTONS

Fire Chief	F.D. wreath, gold
Deputy Chief	F.D. wreath, gold
Battalion Chief	F.D. wreath, silver
Engineer	F.D. wreath, silver
Firefighter	F.D. wreath, silver

COLLAR INSIGNIA

Fire Chief	5 crossed trumpets, gold, medallion 1”
Deputy Chief	4 crossed trumpets, gold, medallion 1”
Battalion Chief	2 crossed trumpets, gold, medallion 1”
Captain	2 standing trumpets or standing axes, silver, medallion 1”
Engineer	Antique fire engine, silver, medallion 1”

BRAID

Braid material shall be gold for Chief Officers, silver for Captains and black for engineers and firefighters. Braids shall be sewn to the outer half of each sleeve and shall extend from seam to seam. The lower edge of the braid shall be four inches above the lower edge of the sleeve. When there is more than one braid, they shall be ¼ inch apart.

Fire Chief	Coat to have four -	½ inch gold braids

Deputy Chief	Coat to have three -	½ inch gold braids
Battalion Chief	Coat to have two -	½ inch gold braids
Captains	Coat to have two -	½ inch silver braids
Engineers	Coat to have two -	½ inch black braids
Firefighters	Coat to have one -	½ inch black braid

SERVICE YEARS (MALTESE CROSS)

All personnel shall have one maltese cross for each five years of service on the left sleeve, ½ inch above the top braid. The maltese cross shall be gold for Chief Officers and silver for suppression personnel. The maltese cross can either be embroidered directly on the sleeve, embroidered "button style" attached to the sleeve, or cut-out maltese pin attached to the sleeve. Service years are the total number of years within the fire service (paid and volunteer). Exception: The past Class A specification detailed service stars instead of maltese crosses. If stars have been sewn on prior to the adoption of this specification, stars will be acceptable to continue throughout one's career.

UNIFORM SHIRT

Shall be either short or long sleeve, flat front, white in color, with two breast pockets with flaps and epaulets, Flying Cross #45W6600(LS) or 95R6600(SS). The black Salinas Fire Department approved patch shall be worn on both the left and right sleeves. The top of the patch shall be ½ inch from the seam that connects the sleeve to the shoulder and shall be centered to the shoulder epaulet.

COLLAR INSIGNIA

Insignias shall be worn by all officers/engineers on each shirt lapel. The insignias shall be the "cut-out" style and display each person's rank as indicated by the following:

Fire Chief	5 crossed trumpets, gold
Deputy Chief	4 crossed trumpets, gold
Battalion Chief	2 crossed trumpets, gold
Captain	2 standing trumpets, silver
Engineer	Antique Fire Engine, silver, medallion 1"

NAME PLATES

Nameplates for the class A uniform shall meet the same requirements as the class B nameplates.

TIE

Black four-in-hand or clip-on tie.

Chief Officers	Gold tie tack (pin or clasp)

Suppression Personnel	Silver tie tack (pin or clasp)

TROUSERS

To be made of the same material as the coat, 13-13.5 oz, 55/45, Polyester/Wool, Serge, navy blue fabric. (Flying Cross # 32278 or 34291).

BELT

Black leather basket weave, not less than 1¼" and not more than 2" wide with a plain, square gold buckle for Chief Officers and plain, square silver buckle for all other personnel. Special buckles may be worn subject to approval of the Fire Chief.

SOCKS

Black or navy blue in color.

FOOTWEAR

Solid (unperforated) leather or patent leather, black in color. Smooth finish to accept polishing. Toe to be plain or cap toe and shall conform to the contour of the sole. Soles to be not more than ¾ inch thick, heels shall be not more than 1½ inches thick (measured from the bottom of the heel to the top of the sole). Shoelaces shall be black in color.

CAP

Bell Style Cap. The cap shall be Hankins Brothers Adjust-a-Cap. The cap material shall be of the following:

Fire Chief	White vinyl top, white vinyl headband Model 5-2-1 Black visor, gold metal strap, gold F.D. buttons, five trumpet gold medallion 1 5/8" size.
Deputy Chief	White vinyl top, white vinyl headband Model 5-2-1 Black visor, gold metal strap, gold F.D. buttons, four trumpet gold medallion 1 5/8" size.
Battalion Chiefs	White vinyl top, white vinyl headband Model 5-2-1 Black visor, gold metal strap, gold F.D. buttons, two trumpet gold medallion 1 5/8" size.
Captains	White leatherette or vinyl top, white leatherette or vinyl headband, Model 5-2-1 Black visor, silver metal strap with silver F.D. buttons, two standing trumpets or two standing axes silver medallion 1 5/8" size.

Engineers	Navy blue polyester/wool serge top, navy blue polyester/wool serge headband, Model 5-1-1. Black visor, black strap with silver F.D. buttons, antique fire engine silver medallion 1 5/8" size.
Firefighters	Navy blue polyester/wool serge top, navy blue polyester/wool serge headband, Model 5-1-1. Black visor, black strap with silver F.D. buttons, firefighter scramble silver medallion 1 5/8" size.

HONOR GUARD

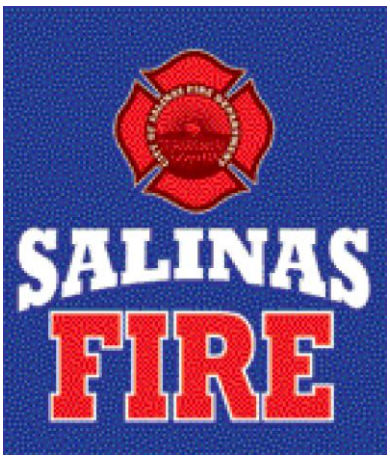
It is understood that the Salinas City Fire Department Honor Guard has their own class A specification that is unique to their group. The Honor Guard has their own specifications for an Honor Guard t-shirt and shirt. Their specifications fulfill the requirements set forth by this document.

NOTE: ANY CHANGES TO THIS POLICY NEED TO BE PRESENTED TO THE LABOR MANAGEMENT COMMITTEE FOR APPROVAL.

Attachment I: Uniform T-Shirt Back



Attachment II: Uniform T-shirt Front



Attachment III: Class B Dickies Jacket







Attachment IV: Quarter Zip Work Shirt





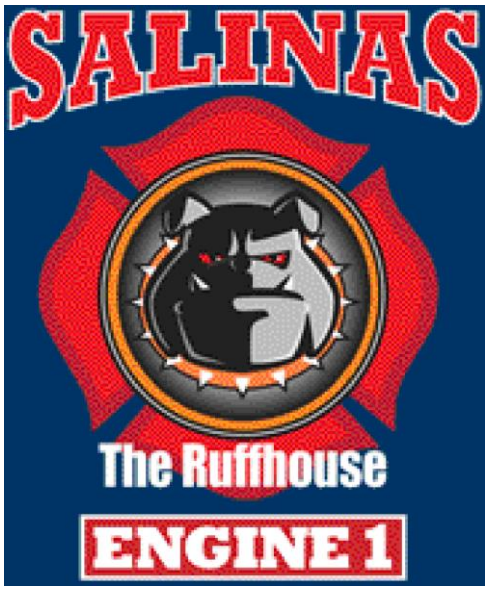


Attachment V: Optional Embroidery for Hat Backs



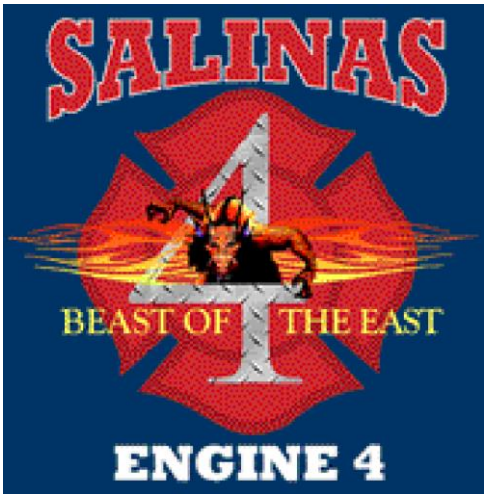


Attachment VI: Approved Station T-Shirt Backs







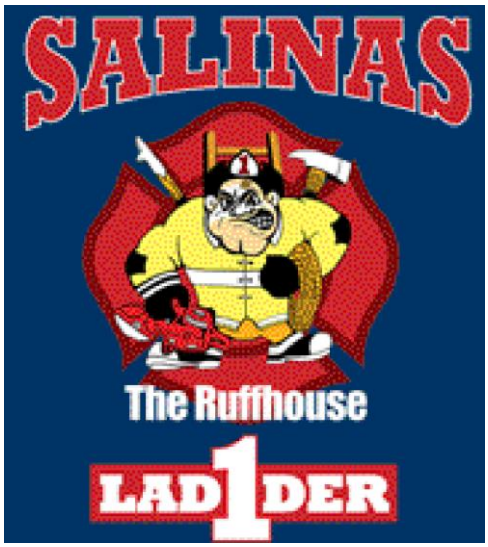


Attachment VI: Approved Station T-Shirt Backs (continued)





Attachment VII: Polo Shirt





APPENDIX VII: SHIFT BID PROCESS

The Shift Bid process will be conducted every two years. It will start on October 1, 2010 and be done every even year.

The following parameters: A Shift Bid Committee will consist of the three (3) contact persons, the Fire Chief or designee and the Union President. Shift bids are seniority based coupled with the operational needs of the department. Seniority is defined as date of promotion within the rank, not date of hire.

Selection order shall be – (1st) Captains, (2nd) Engineers, and followed by (3rd) Firefighters. One contact person will be assigned by the Union to contact Captains, one contact person will be assigned by the Union to contact Engineers, and one contact person will be assigned by the Union to contact Firefighters. The contact person will not be assigned to call members of their rank.

The operational needs of the department are:

Hazardous Material Response Team Members – Six (6) team members per shift and Team Leaders will be evenly distributed on platoons.

NFRIS Checkers – One (1) NFRIS checker per platoon.

Station 3 – One (1) PTC per platoon. All members bidding this station need a strong commitment to training and assisting the PTC.

Mobile Communications/Command Vehicle – Station 5 with one (1) Program Manager. All personnel assigned to Station 5 will be required to support the demands of this new resource.

Paramedics – Medics will bid according to seniority and will be evenly distributed across platoons, which is currently nine (9) per platoon. Medics cannot bid the truck.

Mechanics – Two (2) mechanics per platoon and will be assigned to Station 1.

Air Mask Technician – One (1) assigned per platoon.

The authorized numbers of suppression firefighters will be evenly distributed on the platoons. Forty-hour personnel will have a shift bid. If the forty-hour individual returns to the line, their shift bid will be honored. The person filling the forty-hour shift bid selection will be reassigned by the Battalion Chief and/or Fire Chief based on operational need. Personnel transfers will occur in January in accordance with the 24-day FLSA work period.

APPENDIX VIII: CLASSIFICATION – SALARY SCHEDULE

IAFF		Current												
Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
19	19.4533	Administrative Fire Captain	60.1033	10,418	63.1085	10,939	66.2638	11,486	69.5771	12,060	73.0560	12,663	76.7088	13,296
19	19.4576	FF Hired Post 9/2013-40 Hours	42.0449	7,288	44.1472	7,652	46.3545	8,035	48.6722	8,437	51.1058	8,858	53.6610	9,301
19	19.4581	FF-Hired Post 9/2013-56 Hours	30.0320	5,206	31.5336	5,466	33.1103	5,739	34.7658	6,026	36.5041	6,327	38.3294	6,644
19	19.4536	Fire Captain-40 Hours	54.8846	9,513	57.6287	9,989	60.5101	10,488	63.5357	11,013	66.7124	11,563	70.0481	12,142
19	19.4541	Fire Captain-56 Hours	39.2033	6,795	41.1634	7,135	43.2217	7,492	45.3828	7,866	47.6519	8,260	50.0345	8,673
19	19.4546	Fire Engineer-40 Hours	48.4860	8,404	50.9103	8,824	53.4559	9,266	56.1287	9,729	58.9350	10,215	61.8818	10,726
19	19.4551	Fire Engineer-56 Hours	34.6329	6,003	36.3644	6,303	38.1827	6,618	40.0918	6,949	42.0963	7,297	44.2012	7,662
19	19.4596	Firefighter Recruit-40 Hours	40.2837	6,983	42.2979	7,332	44.4128	7,698	46.6334	8,083	48.9650	8,487	51.4132	8,912
19	19.4601	Fire Fighter Recruit-56 Hours	28.7741	4,988	30.2129	5,237	31.7235	5,499	33.3096	5,774	34.9751	6,062	36.7239	6,365
5% Effective May 2026														
Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
19	19.4533	Administrative Fire Captain	63.1085	10,939	66.2639	11,486	69.5770	12,060	73.0560	12,663	76.7088	13,296	80.5442	13,961
19	19.4576	FF Hired Post 9/2013-40 Hours	44.1471	7,652	46.3546	8,035	48.6722	8,437	51.1058	8,858	53.6611	9,301	56.3441	9,766
19	19.4581	FF-Hired Post 9/2013-56 Hours	31.5336	7,652	33.1103	8,035	34.7658	8,437	36.5041	8,858	38.3293	9,301	40.2459	9,766
19	19.4536	Fire Captain-40 Hours	57.6288	9,989	60.5101	10,488	63.5356	11,013	66.7125	11,564	70.0480	12,142	73.5505	12,749
19	19.4541	Fire Captain-56 Hours	41.1635	9,989	43.2216	10,488	45.3828	11,013	47.6519	11,564	50.0345	12,142	52.5362	12,749
19	19.4546	Fire Engineer-40 Hours	50.9103	8,824	53.4558	9,266	56.1287	9,729	58.9351	10,215	61.8818	10,726	64.9759	11,262
19	19.4551	Fire Engineer-56 Hours	36.3645	8,824	38.1826	9,266	40.0918	9,729	42.0964	10,215	44.2011	10,726	46.4113	11,262
19	19.4596	Firefighter Recruit-40 Hours	42.2979	7,332	44.4128	7,698	46.6334	8,083	48.9651	8,487	51.4133	8,912	53.9839	9,357
19	19.4601	Fire Fighter Recruit-56 Hours	30.2128	7,332	31.7235	7,698	33.3097	8,083	34.9751	8,487	36.7239	8,912	38.5601	9,357
2% January 2027														
Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
19	19.4533	Administrative Fire Captain	64.3707	11,158	67.5892	11,715	70.9685	12,301	74.5171	12,916	78.2430	13,562	82.1551	14,240
19	19.4576	FF Hired Post 9/2013-40 Hours	45.0300	7,805	47.2817	8,195	49.6456	8,605	52.1279	9,036	54.7343	9,487	57.4710	9,962
19	19.4581	FF-Hired Post 9/2013-56 Hours	32.1643	7,805	33.7725	8,195	35.4611	8,605	37.2342	9,035	39.0959	9,487	41.0508	9,962
19	19.4536	Fire Captain-40 Hours	58.7814	10,189	61.7203	10,698	64.8063	11,233	68.0468	11,795	71.4490	12,384	75.0215	13,004
19	19.4541	Fire Captain-56 Hours	41.9868	10,189	44.0860	10,698	46.2905	11,233	48.6049	11,795	51.0352	12,385	53.5869	13,004
19	19.4546	Fire Engineer-40 Hours	51.9285	9,001	54.5249	9,451	57.2513	9,924	60.1138	10,420	63.1194	10,941	66.2754	11,488
19	19.4551	Fire Engineer-56 Hours	37.0918	9,001	38.9463	9,451	40.8936	9,924	42.9383	10,420	45.0851	10,941	47.3395	11,488
19	19.4596	Firefighter Recruit-40 Hours	43.1439	7,478	45.3011	7,852	47.5661	8,245	49.9444	8,657	52.4416	9,090	55.0636	9,544
19	19.4601	Fire Fighter Recruit-56 Hours	30.8171	7,478	32.3580	7,852	33.9759	8,245	35.6746	8,657	37.4584	9,090	39.3313	9,544
2% July 2027														
Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
19	19.4533	Administrative Fire Captain	65.6581	11,381	68.9410	11,950	72.3879	12,547	76.0074	13,175	79.8079	13,833	83.7982	14,525
19	19.4576	FF Hired Post 9/2013-40 Hours	45.9306	7,961	48.2273	8,359	50.6385	8,777	53.1705	9,216	55.8290	9,677	58.6204	10,161
19	19.4581	FF-Hired Post 9/2013-56 Hours	32.8076	7,961	34.4480	8,359	36.1703	8,777	37.9789	9,216	39.8778	9,677	41.8718	10,161
19	19.4536	Fire Captain-40 Hours	59.9570	10,393	62.9547	10,912	66.1024	11,458	69.4077	12,031	72.8780	12,632	76.5219	13,264
19	19.4541	Fire Captain-56 Hours	42.8265	10,393	44.9677	10,912	47.2163	11,458	49.5770	12,031	52.0559	12,632	54.6586	13,264
19	19.4546	Fire Engineer-40 Hours	52.9671	9,181	55.6154	9,640	58.3963	10,122	61.3161	10,628	64.3818	11,160	67.6009	11,717
19	19.4551	Fire Engineer-56 Hours	37.8336	9,181	39.7252	9,640	41.7115	10,122	43.7971	10,628	45.9868	11,159	48.2863	11,717
19	19.4596	Firefighter Recruit-40 Hours	44.0068	7,628	46.2071	8,009	48.5174	8,410	50.9433	8,830	53.4904	9,272	56.1649	9,735
19	19.4601	Fire Fighter Recruit-56 Hours	31.4334	7,628	33.0052	8,009	34.6554	8,410	36.3881	8,830	38.2076	9,272	40.1179	9,735

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Exhibit 10-R: A&E AGREEMENT

(For Local Assistance Federal-Aid Projects)

TABLE OF CONTENTS

Page

ARTICLE I INTRODUCTION **3**
ARTICLE II CONSULTANT'S REPORTS OR MEETINGS **4**
ARTICLE III STATEMENT OF WORK **4**
ARTICLE IV PERFORMANCE PERIOD **5**
ARTICLE V ALLOWABLE COSTS AND PAYMENTS **5**
ARTICLE VI TERMINATION **7**
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS **7**
ARTICLE VIII RETENTION OF RECORD/AUDITS **7**
ARTICLE IX AUDIT REVIEW PROCEDURES **8**
ARTICLE X SUBCONTRACTING **9**
ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES **11**
ARTICLE XII STATE PREVAILING WAGE RATES **11**
ARTICLE XIII CONFLICT OF INTEREST **14**
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION **15**
ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING **15**
ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE **15**
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION **17**
ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) **17**
ARTICLE XIX INSURANCE **17**
ARTICLE XX FUNDING REQUIREMENTS **18**
ARTICLE XXI CHANGE IN TERMS **18**
ARTICLE XXII CONTINGENT FEE **18**
ARTICLE XXIII DISPUTES **19**
ARTICLE XXIV INSPECTION OF WORK **19**
ARTICLE XXV SAFETY **19**
ARTICLE XXVI OWNERSHIP OF DATA **19**
ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR **20**
ARTICLE XXVIII CONFIDENTIALITY OF DATA **20**
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION **21**

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XXX EVALUATION OF CONSULTANT 21
ARTICLE XXXI TITLE VI ASSURANCES 21
APPENDIX A 21
APPENDIX B 22
APPENDIX C 22
APPENDIX D 22
APPENDIX E 23
ARTICLE XXXII NOTIFICATION 24
ARTICLE XXXIII CONTRACT 24
ARTICLE XXXIV SIGNATURES 25

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
BKF Engineers

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Kyle Turner
The name of the "LOCAL AGENCY" is as follows:
City of Salinas

The Contract Administrator for LOCAL AGENCY will be Cristina Gonzalez

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated March 18, 2026. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment D) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGNECY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services
The project contemplated and the scope of Consultant's services are described in City's Request for Proposals, Attachment B, and Consultant's Proposal, Attachment D, which project and services shall be completed in compliance with the Local Assistance Procedures Manual. Attachment B and Attachment D are attached hereto and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this Agreement, this Agreement shall take precedence. Attachment C further describes the requirements from Department of Industrial Relations.

B. Right of Way
See Attachment B

C. Surveys
See Attachment B

D. Subsurface Investigations
See Attachment B

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
See Attachmnent B

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on May 19, 2026, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2027, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $36,189.98. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Salinas / Cristina Gonzalez
200 Lincoln Avenue, Salinas, CA 93901

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $282,508.50.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Salinas / Cristina Gonzalez
200 Lincoln Avenue, Salinas, CA 93901

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

F. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

    c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT’s signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

§11102.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis 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, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment 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. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. CONSULTANT, or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

In accordance with 49 CFR 26.13(b):

CONSULTANT, or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.
Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions; and/or

(3) Disqualifying CONSULTANT from future proposing as non-responsible

ARTICLE XIX INSURANCE

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence. Insurance requirements are further detailed in Attachment A.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

additional insureds, but only insofar as the operations under this AGREEMENT are concerned.

3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Public Works Director, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXI TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
NOT USED

APPENDIX C
NOT USED

APPENDIX D
NOT USED

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

BKF Engineers

Kyle Turner, Project Manager

6 Quail Run Circle, Suite 203
Salinas, CA 93907

LOCAL AGENCY:

City of Salinas

Cristina Gonzalez, Contract Administrator

200 Lincoln Ave
Salinas, CA 93901

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

ARTICLE XXXIV SIGNATURES

CITY OF SALINAS

René Mendez, City Manager

Date: _____

BKF ENGINEERS

Signed by:
Kyle Turner
Designated DocuSign

Printed Name: Kyle Turner

Date: 5/6/2026 | 1:22 PM PDT

APPROVED AS TO FORM:

_____
□ Christopher A. Callihan, City Attorney, or
□ Rhonda Combs, Assistant City Attorney

Date: _____

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

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

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

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

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

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

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

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

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

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

Maintenance of Insurance

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

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

REQUEST FOR PROPOSALS
ENGINEERING SERVICES
FOR
BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP), BPMPL 5054(046)

SALINAS
RICH IN LAND | RICH IN VALUES

CITY OF SALINAS
200 Lincoln Avenue
Salinas, CA 93901

PROPOSALS DUE BY 5:00 P.M., WEDNESDAY, MARCH 18, 2026

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

TABLE OF CONTENTS

REQUEST FOR PROPOSALS ENGINEERING SERVICES FOR BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP), BPMPL 5054(046)

NOTICE INVITING PROPOSALS 1
1. GENERAL 1
2. PROPOSAL TERMS AND CONDITIONS 2
3. INSTRUCTIONS TO CONSULTANTS 3
4. SUBMITTAL REQUIREMENTS 4
5. PROPOSAL REVIEW AND SELECTION 6
6. SCHEDULE 7
7. APPENDIX 7
8. ATTACHMENTS 7

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for **Engineering Services for Bridge Preventive Maintenance Program, BPMPL 5045 (046)**.

Responses to this Request for Proposals (RFP) will be accepted until **March 18, 2026, at 5:00 PM**. Proposals received after this date/time will not be considered.

This project is federally funded and is subject to all requirements set by Caltrans Division of Local Assistance.

Proposals shall be submitted electronically via PlanetBids web portal. All notifications, updates, and addenda will be available online and can be accessed on the PlanetBids page.

Consultants shall be responsible for registering on PlanetBids to obtain information regarding this solicitation. Failure to respond to required addenda will result in a determination of a nonresponsive proposal.

The City of Salinas is an Equal Opportunity Employer

The City of Salinas does not discriminate on the basis of race, color, national origin, ancestry, sex, religion, sexual orientation, age, disability, marital status, political affiliation, or any other non-merit factor. The City of Salinas makes reasonable accommodation for individuals with a disability. Individuals requiring any accommodation in order to participate in this process must inform the Public Works Department at adrianar@ci.salinas.ca.us or (831) 758-7142. Hearing impaired or TTY/TDD Text Telephone users may contact the City by dialing 711 for the California Relay Services (CRS) or by telephoning any other service providers' CRS telephone number.

1. GENERAL

REQUEST SUMMARY:

The City of Salinas is seeking to retain qualified consultants to provide engineering services for the Bridge Preventive Maintenance Program, BPMPL 5045 (046). The City is requesting proposals for design services for preventive maintenance work for three (3) bridges. General services shall include but are not limited to the assessment of the site and current layout, construction plans, specifications, and engineer's estimate of probable construction costs (PS&E) to enable the City to go out to bid for construction. Services shall also include records research, topographical survey, permits, notifications, survey report of hazardous materials, abatement specifications, utility investigations and coordination, soils report, traffic control, CEQA/NEPA requirements, and right-of-way acquisition, if necessary. One cost proposal shall be submitted for BPMP 5045(046). Scope is further detailed in Appendix 1.

The bridges requiring maintenance work are as follows:

- BPMP 5045(046):
    - Sanborn Road over UP RR & AMTRAK (Bridge No. 44C0039R)
    - Sanborn Road over UP RR & AMTRAK (Bridge No. 44C0039L)

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

- East Market Street over East Front Street (Bridge No. 44C0168)

- ~~BPMP 5045(047)~~
  - ~~East Laurel Drive over Gabilan Creek (Bridge No. 44C0105)~~

PREVAILING WAGES:

In accordance with the Federal-Davis-Bacon Act and the California State Labor Code, prevailing wage rates apply.

2. PROPOSAL TERMS AND CONDITIONS

By submitting a Proposal, the Consultant acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:

A. EXAMINATION:

Consultant represents that they have thoroughly examined and become familiar with the services and responsibilities required of this RFP and that they are capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein, or any interpretations, clarifications or amendments subsequently posted in the relation to this RFP are fully incorporated.

B. EXECUTION OF AGREEMENT:

The City and the selected Consultant shall enter into an Agreement (Sample Agreement in Attachment 1). If the selected Consultant is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to select the next most qualified Consultant or call for new Proposals, whichever the City deems the most appropriate. City reserves the right to postpone award of the contract for a period not to exceed ninety (90) calendar days from the date replies are due.

C. PROPOSAL VALIDITY:

Services, pricing, and warranties indicated in a respondent's Proposal must be valid for a period of 120 calendar days after the proposal due date.

D. PRE-CONTRACTUAL EXPENSES:

City of Salinas shall not, in any event, be liable for any pre-contractual expenses incurred by Consultants in the preparation of their proposal.

E. SUBCONSULTANTS:

Should the use of subconsultants be offered, the Consultant shall provide the same assurances of competence for the subconsultant(s) plus the demonstrated ability to manage and supervise the subcontracted work. The provisions of the Agreement shall apply to all subconsultants in the same manner as the Consultant.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

3. INSTRUCTIONS TO CONSULTANTS

A. CITY RESPONSIBILITIES:

The City will provide information in its possession relevant to the preparation of required information in this RFP. The City will provide only the staff assistance and documentation referred to herein. The City will not be responsible for any other cost or obligation that may be incurred by the Consultant.

All proposals submitted to the City shall become the property of the City of Salinas.

B. CONSULTANT RESPONSIBILITIES:

The selected Consultant shall assume responsibility of all services in their proposal.

The selected Consultant shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

The Consultant shall be responsible for collecting and disseminating the data, records, and documents in the preparation of all design documents.

The Consultant is expected to establish and maintain a close working relationship with City staff throughout the project.

The selected Consultant shall maintain the same Project Manager for the duration of the project, as specified in the approved proposal. In the event the authorized Project Manager terminates employment, the Consultant shall make a demonstrated and concentrated effort to maintain the Project Manager in the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Project Manager will require written City approval. The Consultant shall perform not less than 50% (contract amount) of the work with their own forces.

Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved, in writing, by the City Engineer prior to the commencement of an actual change of work, unless authorized by the City. No fee adjustment shall be allowed unless it is based on said prior written approval.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the Consultant.

C. QUESTIONS AND ANSWERS:

All questions or requested clarifications shall be made in writing via the PlanetBids Portal. The Consultant is prohibited from communicating with any City representative/employee/official/consultant/staff other than via PlanetBids Portal. Only questions and answers responded to on PlanetBids, or any addendums issued on PlanetBids as an addendum will be part of this RFP solicitation. Consultant may submit written questions concerning this RFP on PlanetBids per the Key RFP Dates. Questions received after the stated deadline will not be answered.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

D. ADDENDA:

Any changes in the RFP from the date of release to the due date of proposals will result in an addendum. Notifications of such addendum shall be posted on the PlanetBids website.

E. LICENSES AND PERMITS:

The Consultant shall obtain any licenses/permits required by the Scope of Work. Additionally, the Consultant shall be required to have a valid City of Salinas Business License prior to commencement of any work.

F. INSURANCE:

The selected Consultant shall be required to obtain and submit insurance coverage and provide indemnification and hold harmless provisions in favor of the City of Salinas and its officers, officials, employees, and volunteers as described in the Agreement.

G. RIGHT TO REJECT:

The City reserves the right to reject any or all submitted proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of the proposal or all items of the proposal when deemed in the interest of the City. The City reserves the right to waive any information and technicalities in the RFP. The City reserves the right to contract with any of the organizations responding to this RFP based solely upon its judgment of the qualifications and capabilities of that organization.

The City of Salinas assumes no obligation in this general solicitation of Proposals and all costs and expenses of responding to this RFP shall be borne by the individual parties preparing and/or submitting a proposal.

In addition, the City reserves the right to do any, or all, of the following:

a. Reject any or all proposals or make no award;

b. Issue subsequent RFP;

c. Cancel the RFP;

d. Remedy technical errors in the RFP.

4. SUBMITTAL REQUIREMENTS

A. GENERAL:

Proposals are due to the City of Salinas via PlanetBids, at the date, time, and location set forth in the Notice Inviting Proposals.

In addition to electronic submittals via PlanetBids, sealed original hard copies of the Proposals must also be sent via courier service, mailed, or delivered within 5 working days after Proposal due date. Failure to comply with these requirements may result in the forfeiture of the Consultants rank.

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

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

B. PROPOSAL CONTENTS:

All proposals shall be limited to a maximum of 20 pages, including appendices, charts, pictures, tables, schedule, resource allocation table and resumes excluding front and back covers, required Caltrans forms, section dividers, addendum acknowledgments, and fee proposal.

a. COVER LETTER

A letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include address, telephone, email address, and type of business entity.

b. QUALIFICATIONS AND EXPERIENCE

Detailed information on the background, qualifications, and experience of the firm, emphasizing and detailing the successful completion of similar demolition projects. Experience should highlight work on projects similar in size and scope. A minimum of three project references with contact information for projects completed or substantially completed within the last 5 years. Project references should be applicable to the specific project manager and key team members proposed for this project. Project references should include the size of the contract (dollar amount) and outcome (under-/over-budget, on-/behind-schedule; completed, out for construction; in process; etc.).

c. KEY STAFF

Identify the team members, including principal-in-charge, project manager, and key staff that will be assigned to this project. Include any anticipated sub-consultants. This section should detail experience and qualifications related to bridge preventative maintenance projects.

d. WORK PLAN

An outline which demonstrates the understanding of the scope of work. This should include an anticipated approach, tasks necessary for successful completion, and suggestions for special concerns that the City should be made aware of.

A detailed work plan should schedule and identify the major tasks to be completed and estimate the time frame for each task. Review the preliminary scope of work and provide comments, including changes to schedule, sequencing, specific work items, and/or recommendations for additional work items or optional tasks.

The proposal must articulate a thorough understanding of bridge design and repair, traffic control, Local, State and Federal requirements, and all other professional engineering tasks required to prepare a comprehensive bid package for this project.

Provide a description of the quality assurance and quality control process / procedures and explain how it will ensure quality work and an on-time project delivery.

e. COST PROPOSAL (SEPARATE SEALED ENVELOPE)

One separate cost proposal shall be submitted for BPMPL 5045(46).

The cost proposals shall be submitted concurrently with the proposal, but in a

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

separately sealed envelope clearly labeled as “Cost Proposals”.

The cost proposal shall be in the format provided in Sample Cost Proposal in Attachment 5.

Cost proposals must identify the Key Staff and other classifications that will be billed. New classifications will be required to be approved before they can incur work on the contract.

The cost proposal will remain in effect for the duration of the project.

C. FEDERAL REQUIREMENTS:

The project is Federally funded by the Bridge Preventive Maintenance Program (BPMP) under the Highway Bridge Program (HBP) and therefore all documents must comply with Federal requirements and Caltrans policies and procedures as outlined in the latest Caltrans Local Assistance Procedures Manual (LAPM).

D. DEBARMENT AND SUSPENSION CERTIFICATION:

In accordance with the code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, the Consultant shall certify that there are currently no suspensions, debarments, voluntary exclusions, or ineligibility determinations by any federal agency. A completed Debarment and Suspension Certification, Attachment 4, shall be submitted as part of the proposal.

E. AFFIRMATIVE ACTION PLAN:

The Consultant shall attest to the firm’s affirmative action plan or other policies aimed at eliminating unlawful discrimination and provide a brief statement about the firm’s adoption and compliance with its plan or policy.

F. CONFLICT OF INTEREST:

The Consultant shall disclose to the City of Salinas any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required. A potential conflict of interest may include, but not limited to, work related to this project area, contracts with counties, developers, current clients, and other parties who may have a financial interest in the outcome of the improvements.

5. PROPOSAL REVIEW AND SELECTION

All consultant proposals submitted will be screened by a review committee for completeness, clarity, and content quality. The City may reject any proposal if it is conditional, incomplete or contains irregularities. Proposals will be ranked using the following criteria:

Criteria	**Score**
Qualification and Experience	40
Work Plan	30
Key Staff	15
References	15
Total	**100**

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Upon completion of the qualifications-based evaluation and ranking of proposals, City will then initiate negotiations with the most highly qualified firm to arrive at a fair and reasonable compensation given the proposed scope of work. If the City and the firm are unable to negotiate a contract, the City may terminate negotiations and initiate negotiations with the next most qualified firm.

During the selection process, until a firm is selected, the City will not disclose proposals, except as otherwise required under applicable law. This means that, depending on the nature of the timing of the request or future court decisions, that information may not remain private and may be publicly disclosed. Rates for services are not considered confidential or proprietary and are subject to disclosure.

6. SCHEDULE

The anticipated schedule is as follows:

Activity	**Date**
Request for Proposals Released	February 25, 2026
Deadline for Proposal Questions	March 11, 2026
Proposals Due	March 18, 2026, 5:00pm
Proposal Evaluation and Ranking	March 27, 2026
Tentative Council Award Date	April 21, 2026
Background and Existing Conditions	2-months
Draft Plans, Specifications and Estimates	3-months
Final Plans, Specifications and Estimates	2-months
Advertise Construction Project	*December 2026*

7. APPENDIX

Appendix 1: Scope of Work

Appendix 2: Bridge List

Appendix 3: Bridge Location Map

8. ATTACHMENTS

Attachment 1: Sample Professional Services Agreement

Attachment 2: Record Drawings

Attachment 3: Caltrans Bridge Reports

Attachment 4: Debarment and Suspension Certification

Attachment 5: Sample Cost Proposal

Attachment 6: Categorical Exclusion

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Appendix
APPENDIX 1
SCOPE OF WORK

BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP)

GENERAL INTRODUCTION

The City of Salinas is requesting proposals from a professional civil engineering consulting firm to provide the following services, as necessary but not limited to:

a. Project Management and Administration

b. Design Engineering

c. Utility Research and Coordination

d. Topographic Survey

e. Technical Evaluation and Recommendation

f. Regulatory Permitting

g. Bid and Construction Support

h. Construction Schedule

i. Stormwater Management

j. Traffic Control

k. Traffic Signage and Striping

l. Environmental Documentation

n. Environmental Site Assessment

o. Final Plans, Specifications and Estimates (PS&E)

PROJECT DESCRIPTION

Recent bridge inspection reports (Attachment 3) indicate specific bridge-elements that have reached a point of deterioration where preventative maintenance activities are warranted to extend the life of the structure. The recommended work, as given by Caltrans, is summarized in the Bridge List

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

(Appendix 2) and further details can be found in the Caltrans bridge inspection reports. It is the responsibility of the Consultant to verify these deficiencies and identify any additional deficiencies that may be eligible under the BPMP.

The selected Consultant shall provide support services pertaining to engineering, PS&E environmental, permitting, and bid/construction support for the project. Should an award be made, the Consultant awarded will enter into a professional services agreement with the City of Salinas to provide professional engineering services for this project.

CONSULTANT SERVICES

Task 1: Project Coordination and Management

- The Consultant shall attend (or conference call) a kick-off meeting with City staff to discuss the goals and objectives of the project, scope of work, and implementation. Administrative items will be discussed including communication protocol, meeting frequency, progress reporting, scheduling, invoicing, and other relevant project information.
- The Consultant shall attend or conference call monthly team meetings to communicate tasks status, identify potential risks and provide project updates. The Consultant shall develop and provide the agenda and meeting minutes with action items identified for all project meetings. Agendas shall be distributed at minimum 3 working days prior to the meeting. Meeting minutes should be completed within one week after the meeting.
- The Consultant will recommend how to best strategize the process and schedule for preparing the construction documents (including the CEQA and NEPA, Right-of-Way, Permitting, and PS&E). The Consultant will be tasked with managing the budget, monitoring the schedule, and developing monthly progress reports. Invoices shall be submitted monthly, and shall include a brief description of services performed, dates of these services, number of hours spent and by whom, a description of any costs incurred and the Consultant's signature. The Consultant shall identify any unforeseen or out of scope items and shall request authorization from the City prior to conducting the work. The proposed schedule should reflect any potential issues.
- Prepare and submit bi-weekly written reports to update the City of the Project progress and schedule status.
- Consultant shall provide necessary time to meet/coordinate with the City and its community, City's elected public officials, and other agencies and organizations in support of the project. Consultants shall schedule, coordinate, and conduct necessary public outreach, including but not limited to, door hangers/flyer, group or individual meetings with impacted property owners/tenants, by the Consultant's in-house staff or by a public relations sub-consultant.
- Scheduling, notification, and compilation of information for distribution to the public.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

- Attend City Council meeting(s) regarding the environmental documents.
- Provide coordination with and obtain applicable permits from City of Salinas, County, State, and other agencies as needed. Consultant shall list in the proposal all anticipated permits necessary.

Task 2: Background and Existing Conditions

- The Consultant shall perform a field review at the project location and secure existing topographic, utility, and building conditions. The Consultant shall complete a field survey of the project location to obtain the data and information necessary to develop a topographic base map and complete the design and construction drawings. Survey should identify existing median islands, parkway facilities, BC and EC of curb returns, light poles, underground facilities, manholes, pull boxes, and point of connection for electrical and water sources. Survey must be in NAD83 CCS Zone IV and NAVD88.
- Consultant shall prepare an AutoCAD base drawing of the site and general surroundings.
- Research all information pertinent to the project such as records and documents in order to complete the project.
- The City will provide any and all as-built and record drawings available. The Consultant will need to work with local utility companies to obtain utility record drawings.
- Consultant shall identify all existing utilities within the project limits and potential conflicts during the design phase. Send notices to relocate and coordinate with all utilities including the City of Salinas. Perform all potholing as necessary for potential conflicts with utilities. The project schedule shall include provisions for the utility purveyors to physically relocate or adjust their utilities/facilities.
- Provide necessary Right of Entry exhibits and TCE legal descriptions and plat(s) for each property/parcel requiring the need for the purposes of removal, demolition, and construction of improvements.
- The Consultant shall use record maps to obtain right-of-way lines. All work shall remain within the City's property and right-of-way lines will be shown for reference only.
- Perform hazardous material sampling analysis, assessment, and survey for all surface/sub-surface structures (including, but not limited to asbestos, lead, soil and groundwater contamination, etc.) within areas impacted. Survey shall be performed by a Qualified Environmental Professional or Consultant licensed and certified to practice in the State of California.
- Provide a hazardous materials report and abatement/removal specifications. Abatement specifications shall conform to all applicable codes, ordinance, rules, regulations, orders, and other legal requirements of local, state, and federal agencies (e.g., City of Salinas, Monterey Bay Air Resources District,

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Cal/OSHA).

- Consultant shall identify potential impacts and determine the improvements for on-site and off-site areas.
- Prepare appropriate environmental documents to satisfy the requirements of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Environmental findings should be submitted to City of Salinas Planning Department for CEQA and Caltrans for NEPA.
- The Environmental Initial Study must identify significant environmental impacts for this project and document the mitigating measures to be included in the project. Consequently, the Consultant shall prepare the environmental documents, and distribute legal notices to affected residents / business operators.

Task 3: Draft Plans, Specifications and Estimates

- The Consultant shall develop 1 set of draft PS&E documents for BPMPL 5045(046). The Consultant shall coordinate with the City to resolve design questions or for clarification of details in advance of submitting draft documents. Draft PS&E documents should be near final condition at 60%.
- The City will provide comments to the Draft 60% PS&E submittal. The Consultant shall develop a comment response form. The Consultant will provide a response to every comment received from the Draft 60% PS&E submittal.

Task 4: Final Plans, Specifications and Estimates

- The Consultant shall develop 1 set of final PS&E document for BPMPL 5045(046). Final PS&E documents will be complete and ready to advertise. The consultant will provide all AutoCAD Civil 3D (2022 to latest edition) files for the final plans and base maps. PS&E package shall include Hazardous Materials Testing Report and abatement specifications, and general and technical specifications.
- Engineer's cost estimate should include all contract bid items. Quantity calculations shall be prepared, and unit costs developed to prepare an accurate cost estimate. Backup information used to estimate quantities and unit prices shall be provided to the City. A cross reference check shall be provided to the City ensuring that each item in the Engineer's Estimate is properly noted and described, including method of payment, with the contract specifications and that the specifications items of work are included in the estimate.

Task 5: Construction Support

- Provide on-going support services as required during the construction phase for any questions/clarifications from the Contractor and/or any revisions that may be necessary due to unforeseen conditions including appropriate number of submittal reviews. Propose for a not-to-exceed" dollar amount within the cost for proposal for BPMPL 5045(046).

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

- Attend pre-bid meeting and provide bid assistance with questions and addenda.
- Attend in all pre-construction meetings with the Contractor and City staff.
- If necessary, the Consultant may be asked to respond to request for information (RFIs) during the construction phase of the project.
- If necessary, the Consultant may be asked to respond to requested materials submittals.
- Provide as-built plans.

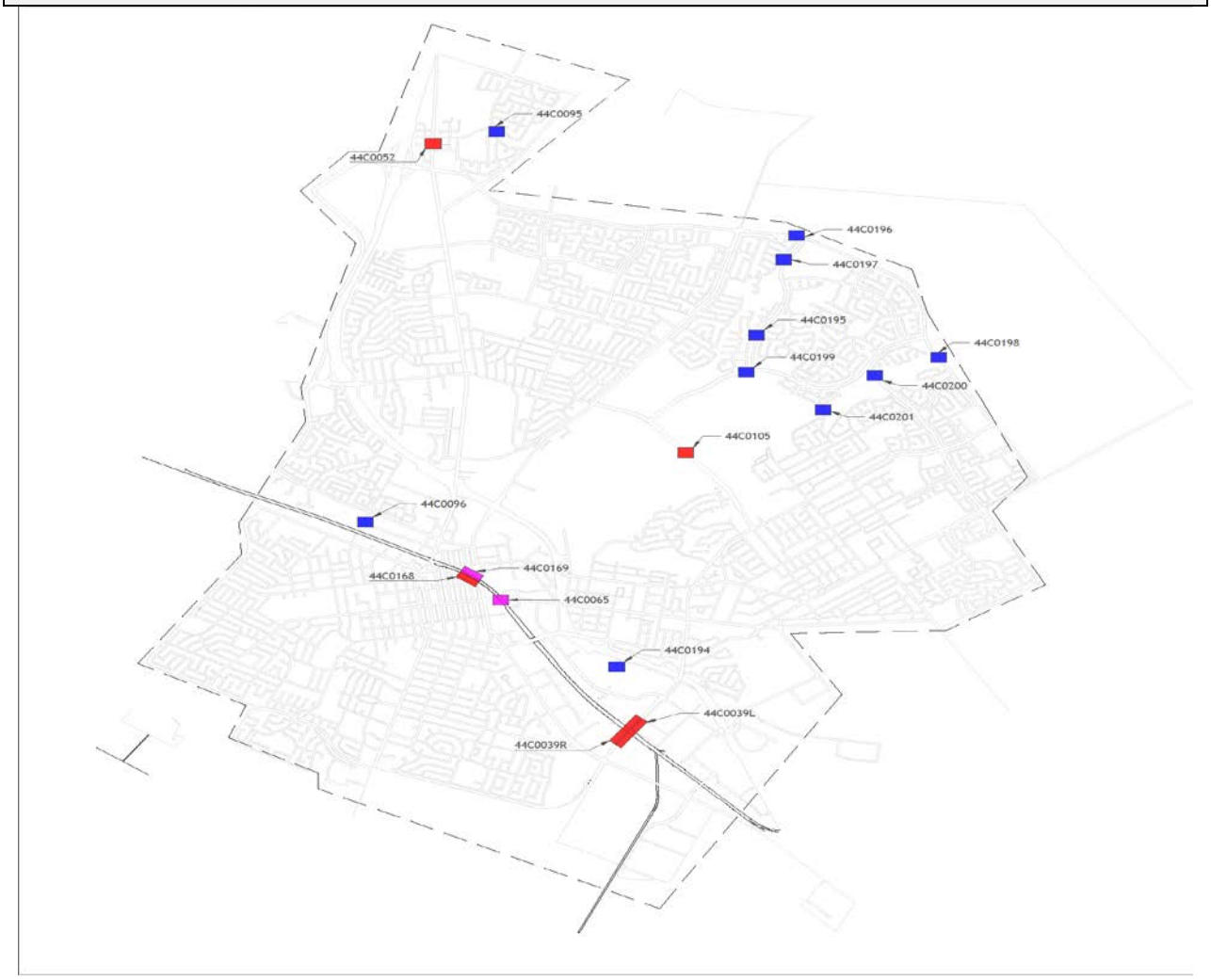
Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Appendix
APPENDIX 2
BRIDGE LIST

COUNTY LOCATION	AGENCY	BRIDGE NUMBER	LOCATION	FACILITY INSERSECTED	SUFFICIENCY RATING	SD/FO STATUS	WORK DESCRIPTION	DECK AREA (SQUARE METERS)
BPMPL 5045(046)								
MONTEREY	SALINAS	44C0168	FRONT ST	EAST FRONT STREET	88.8	NOT SD	METHACRYLATE SEAL, PATCH POTHOLE(S), REPAVE AC APPROACH ROADWAY, REPLACE JOINT SEALS AT ABUTMENTS, SMOOTH TRANSITIONS FROM TOP OF ABUTMENTS BACKWALLS AND DECK ELEVATION	624
MONTEREY	SALINAS	44C0039L	0.3 MI N ABBOT ST	UP RR & AMTRAK	56.2	SD	PATCH SPALLS AND UNSOUNDS CONCRETE, POLYESTER CONCRETE OVERLAY ON DECK, REPLACE JOINT SEALS, CLEAN AND PAINT STEEL SUPERSTRUCTURE	2490
MONTEREY	SALINAS	44C0039R	0.3 MI N ABBOT ST	UP RR & AMTRAK	69.4	SD	REPLACE JOINT SEALS, CLEAN DIRT FROM BEARINGS AT EACH ABUTMENT SEAL, PATCH SPALLS AND UNSOUND CONCRETE, POLYESTER CONCRETE OVERLAY ON DECK, REAPIR SPALL(S), SPLICE SEVERED TRANSVERSE REBARS	2538
~~**BPMPL 5045(047)**~~								
~~MONTEREY~~	~~SALINAS~~	~~44C0105~~	~~0.2 MI E CONSTITUTION BLV~~	~~GABLILAN CREEK~~	~~59.1~~	~~NOT SD~~	~~REPAIR BENT SECTION OF CORRUGATED INVERT OF PIPE, PREVENT FURTHER CORROSION ALONG INVERT OF STEEL PIPE CULVERT, INVESTIGATE AND PROVIDE ADEQUATE SCOUR MITIFATION AT BOTH ENDS OF CULVERTS.~~	~~184~~

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Appendix
APPENDIX 3
BRIDGE LOCATION MAP



LEGEND

- HBP ELIGIBLE
- NOT HBP ELIGIBLE
- NOT OWNED BY CITY (RAILROAD OWNED)
- CITY LIMITS

SALINAS
HIGH IN LAND | RICH IN VALUES

CITY OF SALINAS
LOCATION MAP

N

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE

Labor Law Requirements

(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates**: All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification and type of work. The current wage rate information can be found at the DIR's website at: https://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

   Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
2. **Apprentices**: Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form).

   Penalties for failure to pay prevailing wages (for non-exempt projects) and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.
3. **Certified Payroll Records**: All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all contractors and subcontractors must furnish **certified payroll records into the DIR's Electronic Certified Payroll Reporting ("eCPRs") database (https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp). Penalties apply to Contractor and any Subcontractors for failure to do so** under Labor Code §1777.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

4. **Subcontracting**: Contractors are required to list all subcontractors hired to perform work on this public works agreement.
5. **Proper Licensing/Registration**: All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.
6. **Job Site Notices**: Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR's website at: http://www.dir.ca.gov/wpnodb.html.
7. **Nondiscrimination in Employment – Equal Employment Opportunity ("EEO")**: Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
8. **Kickbacks Prohibited**: Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages pursuant to Labor Code §1778.
9. **Acceptance of Fees Prohibited**: Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.
10. **Unfair Competition Prohibited**: Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.
11. **Workers' Compensation:** Contractors and subcontractors must be properly insured for Workers' Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.
12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

PREPARED FOR THE

CITY OF SALINAS

BKF | MNS
STRONGER BY DESIGN



March 18, 2026

PROPOSAL FOR

Bridge Preventive Maintenance Program (BPMP), BPMPL 5054(046)

Proposal No. CISAL.260140

SALINAS CALIFORNIA

6 Quail Run Circle, Suite 203
Salinas, CA 93907
831.205.5880
www.mnsengineers.com

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

STRONGER BY DESIGN

March 18, 2026

City of Salinas
Attn: Jonathan Esteban, Engineer
200 Lincoln Avenue
Salinas, CA 93901

RE: Proposal for Bridge Preventive Maintenance Program (BPMP), BPMPL 5054(046)

Dear Mr. Esteban,

MNS Engineers, Inc. (MNS) appreciates the opportunity to submit this proposal for the Bridge Preventive Maintenance Program (BPMP) for the City of Salinas (City). Since 1962, MNS has provided quality infrastructure consulting services to municipalities throughout California but especially along the Central Coast.

We possess extensive successful BPMP project experience. We find ourselves uniquely qualified for these services within the State of California where consultants are rarely certified as National Highway Institute (NHI) bridge safety inspectors—highly valuable expertise for successful BPMP development and implementation.

BKF and MNS are actively merging and are now legally partnered to deliver your projects as one integrated team. This partnership brings together two trusted firms with complementary strengths, deeper agency experience, and a broader geographic reach. Clients benefit from enhanced capabilities, expanded resources, and the same reliable teams they already know. By uniting our expertise, we provide faster, smarter delivery and holistic solutions that create enduring value for the communities we serve.

Our Team's Core Benefits

PROFESSIONAL AND QUALIFIED TEAM

Leading the MNS team is Project Manager, **Kyle Turner, PE, CBI**. Kyle's career spans 20 years of extensive bridge design and inspection experience, from the smallest of pedestrian bridges to the largest concrete cable-stayed bridge in the world (spanning the Panama Canal). Kyle brings a technical competence-based, service-oriented, communicative style to his role as Project Manager and has led multiple successful BPMP projects throughout Southern California. Bridge Lead, **Chad Harden, PE, SE, CBI**, has dedicated his 23+ year career to improving the safety and performance of transportation infrastructure throughout California with a focus on seismic and flood hazards and resiliency. Chad also holds the non-redundant steel tension member (NSTM) inspection certification from NHI and serves as the Practice Technical Director. Quality Manager, **Dina Kasawdish, PE**, brings more than 15 years of bridge and structural engineering experience with a strong background in project management, design, coordination, and quality control across a wide range of transportation infrastructure projects, including highways, freeways, local roads, railroads, and river crossings. Her expertise includes managing design efforts and leading multidisciplinary teams through all phases of project delivery.

FIRM DETAILS

Legal Name
MNS Engineers, Inc.

Firm Ownership Type
C-Corporation

Year Firm Established
1962

California Department of Industrial Relations (DIR)
No. 1000003564

Local Office
6 Quail Run Circle, Suite 203
Salinas, CA 93907
831.205.5880

Project Manager and Authorized Signature
Kyle Turner, PE, CBI
760.908.2858 Mobile
kturner@mnsengineers.com

Bridge and Structures Practice



Technical Services

- Design and analysis
- Seismic evaluation and retrofit
- Emergency repairs
- Preventative maintenance
- Safety inspections
- Load ratings
- Construction support

HEADQUARTERS OFFICE

201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

805.692.6921 Office

www.mnsengineers.com

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

STRONGER BY DESIGN

MNS provides a robust Bridge Engineering team highly available and motivated to drive this project for the City. We have conducted similar work to that requested by this RFP as showcased by our diverse presentation of experience and projects. While we propose to perform all aspects of this project with internal capabilities, we have a vast partner network of highly qualified consultant firms that range the spectrum of technical specialties.

Our clients trust us to drive project success and deliver consistent quality. This is only possible through teamwork and a culture built on mutual support. From the Project Manager to the Engineer-in-Training, we work as a team with our clients and partners. We recognize our work as a public service and our number one priority is always the safety of the traveling public.

SIMILAR PROJECT EXPERIENCE

Our similar project experience for public agencies includes:

- County of Stanislaus, 43-Bridge Preventative Maintenance Project
- City of Corona, 32 Bridge Preventative Maintenance Program
- City of Rancho Cucamonga, Heritage Community Park Bridge
- County of Riverside Flood Control and Water Conservation District, Murrieta Creek Phase 2B Project Improvements at Rancho California Bridge over Murrieta Creek
- San Bernardino County Transportation Authority, Interstate 10 Express Lanes Design-Build

Detailed project descriptions and reference information are provided in Section 1.

We are fully committed to giving this project the quality attention it deserves and the City and its residents expect. MNS is devoted to providing the exceptional service required to not only provide a successful outcome, but an enjoyable experience throughout the life of the project. We are especially excited to assist the City in extending the lifespan of its bridge inventory—a worthwhile pursuit that will pay dividends in the long run. Please contact me at **kturner@mnsengineers.com** or **760.908.2858** with any questions. Thank you for your consideration and I look forward to hearing from you.

Sincerely,

MNS Engineers, Inc.



Kyle Turner, PE, CBI
Project Manager and Vice President, Bridge & Structures

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB



CONTENTS

SECTION 1. Qualifications and Experience **4**

SECTION 2. Key Staff **11**

SECTION 3. Work Plan **14**

APPENDIX A. Required Forms and Statements **A-1**

COST PROPOSAL **SEPARATE SEALED ENVELOPE (MAILED HARD COPY)**

BKF | MNS

STRONGER BY DESIGN

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB



SECTION 1.

Qualifications and Experience

About MNS

Established in 1962, MNS provides quality infrastructure consulting services to the transportation, water resources, and government service markets throughout California. MNS offers a proven depth of resources and services that allow us to deliver superior quality and service. Our reputation is built on clear and direct communication and quality services. We support our clients every step of the way.

We offer our clients our experience, capabilities, and leadership across the spectrum of infrastructure project types:

- Local, state, and federal grant writing support
- Preliminary engineering and feasibility studies
- Bridge and structure inspection
- Bridge and structural engineering
- California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) environmental studies and reporting
- Hydraulic and hydrology and bridge scour analysis
- Bridge/Infrastructure Asset Management
- Preparation of contract documents—plans, specificiations, and estimates (PS&E)
- Stormwater Pollution Prevention Plan (SWPPP)
- Permitting with counties, cities, Caltrans, and other local, state, and federal regulatory agencies
- Pre-bid and bid phase assistance
- Coordination with project stakeholders and utilities
- Constructability review and construction support engineering

Bridge and Structural Engineering

The MNS Bridge and Structural Engineering team supports and leads civil infrastructure capital improvement projects spanning transportation, government services, flood control, land development, and water resources disciplines. From concept to completion and design to preservation, our team provides preliminary engineering to final structural design and PS&E, inspection, seismic evaluation, retrofit, repair, rehabilitation and strengthening, and construction support services for bridges, retaining walls, culverts, pump stations, maintenance facilities, and other structures.

We maintain extensive experience with Bridge Preventative Maintenance Program (BPMP) projects, both Plan Development and Bridge List phases. We also have experience with other Highway Bridge Program (HBP) priority project types, including Repair, Seismic Retrofit, Scour Countermeasures, and Replacement.

Permitting and Coordination

Most of our projects require extensive coordination with permitting agencies. We have proven and recognized experience coordinating with multiple agencies, utilities, and permitting for environmental protection including US Army Corps of Engineers, US Fish and Wildlife Services, and State Water Board. Regulatory permits are common to the projects we manage and we have an in-depth understanding of the various requirements and restrictions associated with each permit. Many of our projects have multiple funding sources, including local, state, and federal, requiring detailed contract administration requirements and procedures.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Environmental Services

MNS offers the preparation of environmental documents that address the full range of environmental and technical issues, with specialists providing technical evaluations, surveys and mapping, and modeling to support CEQA findings. Our team's technical analyses are consistent with current best practices and regulatory methodologies, and reports are structured to support the CEQA and NEPA processes through analysis of direct and indirect impacts and recommended mitigation measures. MNS provides the following environmental compliance services:

CEQA

- Categorical/Statutory Exemption
- Section 15183 Compliance Memorandums
- IS/MND
- Environmental Impact Reports (EIR)

NEPA

- Categorical Exclusions
- Environmental Assessments (EA)
- Findings of No Significant Impacts (FONSI)
- Environmental Impact Statements (EIS)

Land Surveying

Our land surveying department is comprised of municipal surveying, right-of-way (R/W) engineering, design surveying, and construction staking services.

R/W Engineering. Our R/W Engineering Division has excellent working knowledge of policies and procedures regarding R/W acquisition and tailor our products to match local agency requirements. We also have experience in providing early project support preparing R/W data sheets and associated cost estimates. We also provide monument preservation services typical for roadway construction projects.

Design Surveying. Our Design Surveying Division has extensive experience in R/W, boundary and easement retracement, ground, aerial and bathymetric topographic mapping, utility mapping, as-builts, and three-dimensional (3D) scanning survey data collection. Typical projects encompass roadways, bridges, pipelines, and municipal projects including water, recycled water, and wastewater processing and treatment plants.

Construction Surveying. Our Construction Surveying Division provides construction surveying for water treatment facilities, pipelines, roadways, bridges, retaining walls, and multiple-story buildings. We provide stability monitoring for projects requiring excavation near adjacent structures and monument preservation services as needed.

Project Funding Administration

For over 60 years, MNS has been successfully delivering Caltrans and public works projects involving federal, state, and regional funding sources, requiring the project to be administrated in accordance with the Caltrans Local Assistance Procedures Manual (LAPM), Caltrans Local Assistance Program Guidelines (LAPG), and Caltrans Construction Manual. We understand the importance of having detailed and accurate contract administration in order for the agency to receive maximum reimbursement of the funding allocated to the project.

On average, approximately 75% of our projects are funded at the federal or state level. Consequently, we model our procedures, contract administration, and financial database system in accordance with the Caltrans LAPM to meet all funding and administration requirements. In the last decade, we have administered over $1B in programmable money.

Caltrans Experience

MNS serves on the Technical Transportation Advisory Committee (TTAC) and has successfully delivered numerous Caltrans oversight projects. Our firm has expert-level knowledge of Caltrans guidelines, Caltrans LAPM, Caltrans LAPG, Caltrans Construction Manual, and Caltrans staff coordination.

Project Experience

The projects shown on the following pages are each meant to represent an example of our experiences with similar projects or specific components of the proposed project we believe are important to highlight.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

RELEVANT PROJECT EXAMPLES



County of Stanislaus

Bridge Maintenance Project

Description

MNS is providing survey and R/W, civil and structural engineering, and environmental and regulatory planning services to prepare PS&Es for this 43-bridge, BPMP. The project supports maintenance and rehabilitation of bridges at various locations throughout the county, with bridges constructed from 1911 to 1979 providing local community access and connectivity over important local irrigation canals operated by CCID, MID, PID, SID, SLDMWA, SSJID, and TID. Bridge types include cast-in-place (CIP) concrete slabs, T-beams, and arches, precast girders and CIP and post-tensioned box girders, and built-up and composite steel girders. Substructure types vary from pier walls, concrete and timber piles, spread foundations, and thru-pile extensions. Complex bridges include the Golden State Boulevard overhead of UPRR tracks—a 23-span built-up steel plate girder bridge, the Oakdale-Waterford Highway over Dry Creek—a continuous three-span RC deck arch bridge constructed in 1918, and other river bridge crossings. The team employed a programmatic approach process to manage the Caltrans Local Assistance forms, encroachment permits, and environmental studies. Three teams of bridge engineers performed a detailed inspection of each bridge, led by NHI-certified bridge inspection team leaders from MNS. The bridge inspection documented accessible bridge elements exposed above ground including the bridge approach, barriers, deck, soffit, girders, supports including bents and abutments, wing walls/return walls, and slope lining. The inspection team also completed the Initial Site Assessment (ISA) Checklist which will include a site screening for hazardous materials and petroleum products using the Caltrans ISA Guidance Document. The bridge inspection and subsequent work recommendations and associated PS&E deliverables follow the guidance of the AASHTO Manual for Bridge Evaluation (MBE), the Bridge Inspector's Reference Manual (BIRM, 2022 NBIS), and by reference, requirements of Federal Highway Administration (FHWA) Bridge Inspector's Reference Manual (BIRM).

LOCATION
Stanislaus County, CA

CONTRACT VALUE
$1.4M

CONSTRUCTION COST
$5M

DATES
2025 - current

PROJECT OUTCOME
On time and budget

KEY TEAM MEMBERS
Kyle Turner, Project Manager
Chad Harden, Bridge Lead

REFERENCE
Nathan Machado
Engineer III
209.525.4130
machadon@stancounty.com

KEY SIMILARITIES

- BPMP w/ Multiple Sites
- Bridge Inspection
- R/R Coordination

BKF MNS STRONGER BY DESIGN

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

RELEVANT PROJECT EXAMPLES



City of Corona

32 Bridge Preventative Maintenance Program

Description

Kyle led this Plan Development phase BPMP project for the City of Corona. The project scope consisted of reviewing all existing documentation of each bridge, inspecting all 32 bridges in the City's inventory in order to confirm previously documented deficiencies and document new or expanded deficiencies; quantifying deficiencies; recommending repair types; developing cost estimates; and compiling all documentation into a single BPMP Report. The Report included a list prioritizing bridges for repair based on an algorithm developed in conjunction with City criteria, including consideration of available funding. Ultimately, the main project objective was to set up the Bridge List phase so the project could run smoothly and efficiently.

LOCATION
Corona, CA

CONTRACT VALUE
$250K

CONSTRUCTION COST
N/A

DATES
2023 - 2024

PROJECT OUTCOME
On time and budget

KEY TEAM MEMBERS
Kyle Turner, Project Manager

REFERENCE
Ismael Rivera
Project Manager
951.736.2304
ismael.rivera@coronaca.gov

KEY SIMILARITIES

- BPMP w/ Multiple Sites
- Bridge Inspection
- R/R Overheads

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

RELEVANT PROJECT EXAMPLES





City of Rancho Cucamonga

Heritage Community Park Bridge

Description

MNS provided structural peer review and independent PS&E check services for the Heritage Park Bridge over Demens Creek Channel, providing multi-modal access (vehicular, pedestrian, and equestrian) between Heritage Park and the Outdoor Equestrian Facility. The project replaces three existing timber bridges with a single cast-in-place slab bridge to maintain access to the equestrian facilities, trails, and Fire District emergency response staging area. The bridge improvements are subject to permitting with both United States Army Corps of Engineers (USACE) and San Bernardino County Department of Public Works (SBCDPW). MNS supported the City to guide the Project Engineer of Record to adhere to Caltrans design criteria and conventional bridge practice for PS&E delivery, enhancing the project's structural integrity, safety, and constructability. MNS supported the City's efforts for effective communication and collaboration with the Project Engineer of Record to ensure the project met critical final deadlines for funding.

LOCATION
Rancho Cucamonga, CA

CONTRACT VALUE
$330K

CONSTRUCTION COST
$3M

DATES
2025 - current

PROJECT OUTCOME
On time and budget

KEY TEAM MEMBERS
Kyle Turner, Principal-in-Charge
Chad Harden, Project Manager

REFERENCES
Romeo David
Associate Engineer
909.774.4070
romeo.david@cityofrc.us

Marlena Perez
Principal Engineer
909.774.4058
marlena.perez@cityofrc.us

KEY SIMILARITIES

- Caltrans Standards
- Multi-Agency Coordination
- Construction Support

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

RELEVANT PROJECT EXAMPLES



County of Riverside Flood Control and Water Conservation District

Rancho California Bridge and Winchester Road Bridge over Murrieta Creek

Description

MNS performed capacity evaluation of the existing Rancho California Bridge (Phase 2B) and Winchester Road Bridge (Phase 2C) crossings over Murrieta Creek, due to channel modifications as part of the USACE Murrieta Creek Project Improvements. The Murrieta Creek improvements project will permanently lower the creek invert by approximately 5 feet and 10 feet at the Rancho California and Winchester Road bridges, respectively, to achieve an Ultimate stream profile, potentially affecting the stream loading on the bridge and the resulting pile capacity due to the change in soil overburden over the piles.

At Rancho California Bridge, the team evaluated the structural and geotechnical capacity of the bridge foundation subjected to multiple live load vehicles and stream forces for 100, 200, and 500-year channel events, and in multiple loading situations including the existing condition, construction condition for excavation adjacent to footings, and the ultimate condition with installation of a grouted stone scour countermeasure at a lowered invert elevation. The team delivered an exhaustive review and analysis in two months to help USACE and the District meet their bid and grant funding schedule. The load rating demonstrates that the proposed Murrieta Creek improvements reduce stream loading on the existing Rancho California Bridge and improve conditions for foundation stability.

Following our successful delivery of solutions for Phase 2B, MNS evaluated the effect of the modified channel configuration at Winchester Road Bridge. While the stream configuration reduced hydraulic demands, this location had additional complexity due to scour without the benefit of a countermeasure, and is subject to liquefaction and lateral spreading.

LOCATION
Riverside County, CA

CONTRACT VALUE
$206K

CONSTRUCTION COST
$117M

DATES
2024 - current

PROJECT OUTCOME
On time and budget

KEY TEAM MEMBERS
Kyle Turner, Project Manager
Chad Harden, Structures Lead

REFERENCES
Rob DeMeritt
Associate Engineer
951.955.9322
rdemerit@rivco.org

Julianna Adams, Emergency Management and Government Affairs
951.955.1299
jadams@rivco.org

KEY SIMILARITIES

- Bridge Inspection
- Structural Evaluation
- Agency Coordination

BKF MNS STRONGER BY DESIGN

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

RELEVANT PROJECT EXAMPLES



San Bernardino County Transportation Authority (SBCTA)

Interstate 10 Express Lanes Design-Build

Description

This $673M project involved the design and construction of 10 miles of improvements to implement dual express lanes in each direction of Interstate 10, from the Los Angeles/San Bernardino County line to east of the Interstate 10/15 interchange. To accommodate the added express lanes, the project has widened or replaced 20 bridge structures, including six overcrossing replacements, two undercrossing replacements, seven undercrossing widenings, and five bridge widenings over channels. The project involved bridge maintenance improvements including barrier replacement, spall and damage repair, and deck overlay of multiple bridge structures. All bridges were load rated as part of the construction phase. Significant design and construction challenges included complex and highly skewed bridges, staged freeway bridge replacements, and maintenance of traffic.

Complex bridge analysis was conducted for seismic pushover analysis, superstructure design, and stress analysis at each stage of erection, deck placement, and post-tensioning. Chad led and trained a nationwide team of engineers to deliver the design and PS&E for 10 bridge widenings and replacements, special structures, and over 40 special-designed retaining walls in an accelerated 18-month schedule. Successful and timely delivery of the structures' milestones required adherence to the project quality management program, constant collaboration between the SBCTA, Caltrans, Design, and Construction, and daily or weekly coordination between all disciplines and partners including roadway, structure, drainage, maintenance of traffic and intelligent transportation systems, utility relocation design, tolling, signals, lighting, landscape architecture, and survey. As part of the work program, Chad coordinated and recorded seismic design training modules, led by himself and senior staff, for a consistent design approach across the team. Services were provided by Kyle and Chad prior to joining MNS.

LOCATION
Riverside County, CA

CONTRACT VALUE
$28M

CONSTRUCTION COST
$673M

DATES
2024 - 2025

PROJECT OUTCOME
On time and budget

KEY TEAM MEMBERS
Kyle Turner, Bridge Engineer
Chad Harden, Structures Lead

REFERENCES
Sal Chavez
Project Delivery Manager
909.884.8276
chavez@gosbcta.com

Justin Cheaney, Structures Manager, Lane Security Paving Joint Venture
909.264.2965
jcheaney@lanesecurityjv.com

KEY SIMILARITIES

- Maintenance Repair Designs
- Multiple Sites
- Construction Support

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

SECTION 2.

Key Staff

The key to a successful project is a highly qualified team. We are confident our professional and experienced team will provide the City with quality services under this contract. Our team was assembled to meet the specific elements and needs for this contract. This section provides the requested experience of our Project Manager, as well as detailed resumes of our supporting staff.

We offer the following team of professionals to work with City staff, keeping these key objectives in mind:

- Quality service and project deliverables
- Time and budget efficiency
- Regular communication and responsiveness
- Application of local knowledge and technical and practical expertise
- Open minds and sincere effort
- Public service as a priority

Organizational Chart

>> DETAILED RESUMES are available upon request.



Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Key Team Members

Kyle Turner, PE, CBI

ROLE	Project Manager
YEARS EXP	20
LICENSE/ CERTIFICATE	Professional Civil Engineer, CA No. 86211; FHWA-NHI-Certified Bridge Inspector (CBI)
EDUCATION	» MS, Structural Engineering, University of California, San Diego, CA » BS, History, United States Naval Academy, Annapolis, MD



Mr. Turner is a leader, communicator, and technical problem solver with a diverse set of professional experiences. Kyle worked on the design team for the Atlantic Crossing of the Panama Canal, a world record-setting concrete segmental cable-stayed bridge.

Sample projects (in addition to those in Section 1) include:

- City of Indian Wells, 8-Span Golf Cart and Pedestrian Bridge over Whitewater River BPMP Project
- City of San Diego, 16 Bridge BPMP Project
- Tennessee Department of Transportation, Hernando de Soto Tied-Arch Bridge over Mississippi River, Rope-Access Bridge Inspection
- City of Oceanside, Hill Street Multi-Span Steel Arched Deck Truss over San Luis Rey River, Rope Access Bridge Inspection and Load Rating
- San Bernardino County, National Trails Highway (Route 66) over Sombra Ditch Emergency Inspection and Repair PS&E Design
- InSite Development Group, Entry Road Overhead Bridge over UPRR in Pico Rivera
- Crown Valley Parkway Overhead Bridge Widening over SCRRA

Chad Harden, PE, SE, ENV SP

ROLE	Bridge Lead
YEARS EXP	23
LICENSE	Professional Structural Engineer, CA No. 5232; Professional Civil Engineer, CA No. 67648; FHWA-NHI-130092 Load and Resistance Factor Rating of Highway Bridges; FHWA-NHI-130056 Safety Inspection of In-Service Bridges for Professional Engineers Cal-OES Safety Assessment Program (SAP) Evaluator Certification, No. 92718; Envision Sustainability Professional, CA No. 70177
EDUCATION	» MS, Structural Engineering, University of California, Irvine, CA » BS, Civil Engineering, University of California, Irvine, CA



Mr. Harden has over 23 years' experience in project delivery for structure planning, design, inspection, and PS&E. Chad's work spans a diverse range of structure types and services including bridge design and load rating and existing structure evaluation.

Sample projects (in addition to those in Section 1) include:

- County of Ventura, Old Telegraph Road Emergency Bridge Inspection
- SBCTA, Interstate 15 Corridor Freight and Express Lanes PS&E
- Orange County Transportation Authority, Interstate 405 Corridor Express Lanes Design-Build

Dina Kasawdish, PE

ROLE	Quality Manager
YEARS EXP	15
LICENSE	Professional Civil Engineer, CA No. 84019
EDUCATION	» BS, Structural Engineering, University of California, San Diego, CA



Ms. Kasawdish has over 15 years of bridge and structural engineering experience with a strong background in project management, design, coordination, and quality control across a wide range of transportation infrastructure projects, including highways, freeways, local roads, railroads, and river crossings. Dina's expertise includes managing design efforts and leading multidisciplinary teams through all phases of project delivery.

Sample projects include:

- City of Torrance, Prairie Avenue Bridge Rehabilitation
- City of Temecula, Interstate 15/ French Valley Parkway Interchange Improvements, Phase II
- City of Encinitas/SANDAG, El Portal Pedestrian Underpass

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Staff/Role	Firm	Credentials	Yrs Exp	Select Project Experience
Mike Embley, PE Bridge Engineer	MNS	» Professional Engineer, CA No. 90710 » FHWA-NHI-130092 Load and Resistance Factor Rating of Highway Bridge » MS, Civil Engineering (Structural Emphasis), Brigham Young University, Provo, UT » BS, Civil and Environmental Engineering, Brigham Young University, Provo, UT	13	» Rancho California Road Bridge over Murrieta Creek Phase 2B, Riverside County Flood Control District » Plan Check for Santa Paula Creek Bridge over Santa Paula Creek, Ventura County Watershed Protection District » Interstate 10 Corridor Express Lanes Design-Build, SBCTA » Heritage Park Bridge Replacement, City of Rancho Cucamonga
Andres Lozano, PE, CBI Bridge Engineer	MNS	» Professional Civil Engineer, CA No. 93285 » Certified Bridge Inspector (CBI), Safety Inspection of In-Service Bridges for Professional Engineers, FHWA-NHI-130056, National Highway Institute » MS, Structural Engineering, University of California, Irvine, CA » BS, Civil and Environmental Engineering, University of California, Irvine, CA » AS, Mathematics, Mendocino College, CA	8	» Marin County Bridge Preventative Maintenance Plan, County of Marin » Interstate 10 Corridor Express Lanes Design-Build, SBCTA » Santa Ana River Trail Aliso Canyon Bridge, County of Riverside » Interstate 10 Jackson Bridge Overcrossing Replacement, Coachella
Debra Leight Environmental Lead	MNS	» BA, Environmental Analysis and Design, Global Sustainability Minor, University of California, Irvine, CA	25	» Big Bear Lake/Rathbun Trail Pedestrian Bridge Project, SBCTA » Cary-Haas Bridge Replacement Project, City of San Leandro » Highwood Drive Box Culvert at North Babb Creek Feasibility Study, City of San Jose
April Nakagawa Regulatory Permitting Lead	MNS	» Professional Wetland Scientist (PWS) Certification No. 3961 » California Rapid Assessment Method (CRAM) for Riverine Wetlands-Certified Practitioner » Wetland Delineator Certification Program » MS, Environmental Studies, California State University, Fullerton, CA » BA, Anthropology, California State University, Fullerton, CA	9	» Pu'éska Mountain Parkway Bridge Project, Brookfield Properties and City of Temecula » Hayes Avenue Emergency Bridge Replacement Project, City of Murrieta » Meloland Bridge Replacement Project, Imperial County Public Works Department
Tony Salas, PE (WA) Traffic Engineer	MNS	» Professional Civil Engineer, WA No. 20101200 » BS, Civil Engineering, emphasis in Transportation, California State Polytechnic University, Pomona, CA	14	» Interstate 10/Cherry Valley Interchange, City of Calimesa » West Street Road Diet - Traffic Signal Improvements, City of Soledad
Chris Vandrey, PLS, CFedS Surveyor	MNS	» Professional Land Surveyor, CA No. 8783 » Certified Federal Surveyor, No. 1734 » Coursework, Los Angeles Pierce College and Los Angeles Mission College, CA	25	» On-Call Municipal Surveying Services, City of Salinas » On-Call City Surveying Services, City of Greenfield
Reilly Murphy, RPA Cultural Resources	MNS	» Registered Professional Archaeologist (RPA), No. 36341384 » MA, California State University, Los Angeles, CA » BA, University of California, Los Angeles, CA	16	» Phase I Survey and Extended Phase I Testing for the Martin Resorts Pedestrian Bridge Project, Martin Resorts, Pismo Beach » Cultural Resource Management Support, Fort Hunter-Liggett, Monterey County

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

SECTION 3.

Work Plan

Project Understanding

The City of Salinas is advancing improvements through the Bridge Preventative Maintenance Program (BPMP) to preserve critical transportation infrastructure, extending the service life of existing bridges within the City's inventory. The bridges included in this program exhibit deterioration typical of aging bridge structures exposed to traffic loading, environmental exposure, and long-term service conditions. Preventative maintenance (PM) and targeted repairs are therefore necessary to maintain structural integrity, ensure public safety, and reduce long-term lifecycle costs.

The proposed project will develop repair strategies and construction documents for three bridges within the City's inventory:

- Sanborn Road Over Union Pacific Railroad (UPRR) & AMTRAK – Bridge No. 44C0039L
- Sanborn Road Over UPRR & AMTRAK – Bridge No. 44C0039R
- East Market Street Over East Front Street – Bridge No. 44C0168

Recent bridge inspection reports have identified deterioration of several bridge elements including deck surfaces, joint seals, concrete elements, and steel components. Preventative maintenance repairs have been recommended to address these deficiencies and restore the bridges to a state of good repair.

The City of Salinas' goal for this project is to develop a biddable PS&E package that is compliant with requirements, policies, and procedures of the Caltrans BPMP Guidelines for Local Agencies, the Highway Bridge Program (HBP), and the Federal Highway Administration (FHWA). Our team is well-versed in providing BPMP PS&E packages that meet funding agency requirements and ultimately reduce long-term cost and risk over the lifespan of these valuable City assets.

Our Project Manager and other team members have performed BPMP PS&E phase projects for multiple agencies, including for 16 bridges for the City of San Diego, 8 bridges for the City of Orange, an 8-span river crossing for the City of Indian Wells, and 43 bridges for Stanislaus County. We recently assisted in acquiring funding through the Caltrans BPMP program for the City of Fontana, and performed the BPMP Planning, Prioritizing, and Reporting phase project for 32 bridges for the City of Corona.

We understand the funding, technical, and managerial challenges associated with this project, the solutions to those challenges, and how to implement them on time and on budget. Our Project Manager and staff are dedicated to providing the service necessary to make this project successful.

Project Approach

Based on available bridge inspection reports and the preliminary bridge list, the anticipated work generally includes deck preservation, localized structural repairs, and improvements to bridge elements vulnerable to deterioration. Typical repairs expected as part of this BPMP project include:

- Methacrylate deck sealing
- Polyester concrete deck overlays
- Concrete spall repairs and patching of unsound concrete
- Replacement of deteriorated joint seals
- Cleaning and recoating of steel structural components
- Repair of damaged reinforcement and localized structural elements
- Repaving approach roadways and smoothing deck transitions

We have assembled a team of competent professionals to provide the expertise critical to the success of this project, led by a project manager with a history of design, inspection, and experience leading BPMP projects. Our Bridge & Structures Practice is committed to providing dedicated staff and leadership to this project to give the City the highest possible probability of achieving the desired outcome. We appreciate the opportunity to present the following approach:

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Project Management Approach

Project Manager, Kyle Turner, PE, CBI, has served in leadership positions at every stage of his life. Educated at the United States Naval Academy in Annapolis, Maryland, his leadership skills were sharpened through experience in the combat zone as a United States Marine Corps Officer, experience as an engineering company founder and research principal investigator, and structural engineering practice builder. Kyle is accustomed to the responsibilities and pressures of leadership. Kyle's approach to project management is one of active participation—trust but verify, two-way communication, transparency, and ownership. Kyle's team does not make excuses—they solve problems. Our goal is not only to deliver a healthy project, but to make the process an enjoyable collaboration whereby everybody learns and grows in a supportive and team-oriented environment.

It takes all project stakeholders to make a project successful: the client, the consultant team, and oversight. A good leader understands everyone's value, assumes positive intent, and draws the best out of each individual. A successful outcome is the result of great teamwork, but Kyle understands the burden rests on the Project Manager to overcome the obstacles to that success.

QUALITY MANAGEMENT PLAN (QMP)

Our philosophy is that the Project Manager, Kyle Turner, PE, CBI, assumes complete responsibility for quality across the project. We will implement a QMP, including Quality Assurance (QA) and Quality Control (QC) measures, and Interdisciplinary Reviews (IDR) at each phase of design.

SCHEDULE AND BUDGET

We developed the project schedule based on durations of individual scoped tasks, milestones required to be reached prior to beginning work on any products, reasonable review times required for oversight, adequate coordination time, our understanding of agency workflows, and our Project Manager's ability to keep the project on track through regular communication.

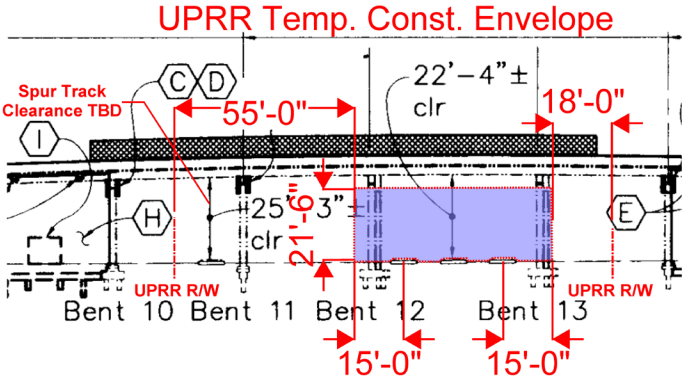
We develop our fee proposals based on a bottom-up approach, meaning we estimate the number of hours required for each individual engineer, planner, scientist, surveyor, and leader to complete each scoped task from concept to approval, multiply by billing rates, and add other direct costs. We understand while this is a business, it is at the expense of the taxpayer. With that in mind, we target our budgets for efficiency, requiring very engaged project and task management.

Design Approach

COORDINATION AND PROJECT DELIVERY

Successful delivery of this project will require close coordination with City staff, regulatory agencies, and other stakeholders. Two of the project bridges cross UPRR and AMTRAK corridors, requiring careful coordination with the railroad operators and adherence to railroad safety requirements during design development and construction planning. Based on the current project scope, access to UPRR R/W (right-of-way) is not anticipated to be required to support field investigations or design activities. Field review and design development are anticipated to be completed without encroachment into railroad R/W.

Construction activities, however, are expected to require access to UPRR R/W. The contractor will likely construct a temporary platform suspended from the bridge (and over the tracks) to facilitate coating removal, containment, and recoating activities. Although the contractor may only require a narrow depth of a 2-foot work area over the limited areas at the track crossings, this is compounded by the existing bridge minimum vertical clearance, and adherence to required temporary horizontal construction clearances by UPRR. The contractor will be responsible for coordinating directly with UPRR and obtaining all required railroad permits, agreements, flagging services, and approvals in accordance with UPRR requirements. Our team's critical first step is to draft a preliminary engineering exhibit to support and submit our application for Right of Entry Agreements, which allow third parties to access UPRR property for short-term tasks such as painting. MNS will evaluate the required temporary minimum vertical clearance and if needed, submit an exemption for UPRR approval.



Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Throughout the project, coordination meetings and progress updates will be conducted to maintain communication, address potential issues early, and ensure the project remains on schedule and within budget.

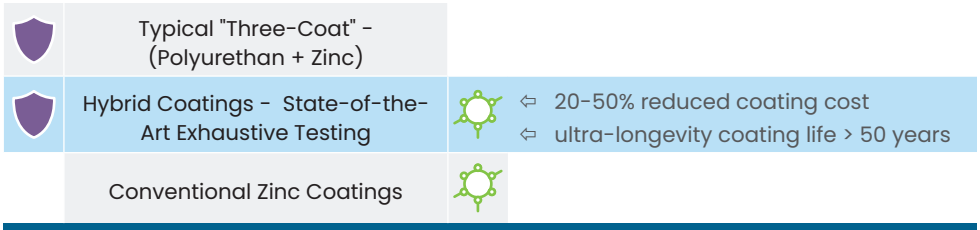


Figure 2: State-of-the-art, self healing coatings provide enhanced protection through several mechanisms: impermeable barrier properties, chemical bonding, and self-healing capabilities.

Following completion of design, we will provide support during the bid and construction phases including responses to contractor questions, review of submittals, and preparation of as-built drawings.

FEDERAL FUNDING AND REGULATORY COMPLIANCE

The project is federally funded through the Highway Bridge Program and will be administered in accordance with the requirements of the Caltrans Division of Local Assistance. As such, all project documentation, environmental review, and design development must comply with the Caltrans LAPM and other applicable federal and state regulations.

Compliance with these requirements will be essential to maintaining eligibility for federal reimbursement and ensuring a smooth project delivery process.

Environmental documentation will be required to satisfy both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The environmental process will evaluate potential impacts associated with the bridge repairs and identify appropriate mitigation measures where necessary. In our experience, it is highly likely that these maintenance repairs results in no adverse impacts for CEQA/NEPA and exemptions/exclusions can be pursued.

PROJECT INVESTIGATION AND EXISTING CONDITIONS

A comprehensive understanding of existing site conditions will be necessary to support the development of repair designs. The project will include field investigations and data collection activities including existing topographic survey, bridge condition verification, and utility research.

Additional survey data will be collected if needed to support preparation of a project base map and identify existing roadway features, bridge elements, and utilities within the project limits.

When document review is complete and any permissions required are received, we will dispatch a pair of bridge inspectors, led by a NHI-certified bridge safety inspection team leader, to perform detailed PM inspections of each bridge. The purpose of these inspections is to both quantify to a high degree of accuracy each BPMP-eligible deficiency and to document any other deficiencies, especially related to safety. The accuracy and completeness of these inspections set up the rest of the project, including construction, for the best possible opportunity to succeed.

DEVELOPMENT OF PS&ES

While we will deliver inspection reports for each bridge, the primary deliverable for this project will be a complete set of PS&Es suitable for construction bidding. The design process will involve evaluation of bridge deficiencies, development of appropriate repair strategies, and preparation of construction documents that meet City standards and Caltrans requirements.

For the Sanborn Road OH Left Bridge (Bridge No. 44C0039L), it is recommended in the BPMP Bridge List to clean and paint steel superstructure. Successful delivery of this scope of work and preparation for contractor activities requires a clear understanding of the required contractor work activities and preparation for early permitting action items to avoid schedule impacts. The work program will be well defined with all project stakeholders through the permitting process and project development team (PDT) meetings. We have real experience working with contractors, fabricators, and the Turner-Fairbanks FHWA Coatings and Corrosion Laboratory, to identify the best coating solutions and materials for multiple projects and environments.

Our team will prepare draft PS&E documents for City review and comment, followed by the development of final construction documents ready for advertisement. The final PS&E package will include construction plans,

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Updated 040726

Scope of Work

TASK 1 *Project Coordination and Management*

Effective project management is essential to delivering coordinated, constructible, and BPMP-eligible construction documents. Field assessments will directly inform design decisions, and active leadership will be maintained throughout the project to minimize complexity and maintain schedule and budget control.

SUBTASK 1.1 *Project Management*

This subtask includes overall project administration, internal coordination, invoicing, and tracking scope; schedule; and budget; and providing those regular updates through monthly progress reports and schedule lookaheads (including attention to critical path items); and generally supervising and guiding all sub-discipline leads to ensure conformance with the contract provisions. Since this project is funded through the HBP, Local Assistance Program Guidelines [Chapter 6]), it will follow the Caltrans approval process as outlined in the Office of Special Funded Projects (OSFP) Information and Procedures Guide and LAPM.

This task will also encompass the Quality Management Plan (QMP). Project Manager, Kyle Turner, PE, CBI, assumes all responsibility for quality and will implement the QMP throughout the project. QC is a function of Quality Management but will be performed and budgeted for at the discipline level. Kyle will ensure that those QC checks are being performed—a process called QA—which will be budgeted under this subtask.

SUBTASK 1.2 *Project Meetings*

Shortly after Notice to Proceed (NTP), we will schedule and provide agenda (and minutes) for a project kick-off meeting to be attended (in-person or virtually) by the Project Manager and Project Engineer. We will host up to six project development team (PDT) meetings throughout the course of the project.

SUBTASK 1.3 *Project Schedule*

We estimate the duration of this project to be six months.

SUBTASK 1.4 *Progress Reporting*

Progress reports will be provided on a monthly basis attached to monthly invoices.

Task 1 Deliverables

- Monthly invoices
- Monthly progress reports
- Schedule updates
- Meeting agendas and minutes

TASK 2 *Background and Existing Conditions*

Accurate data collection and field verification are critical to developing effective preventative maintenance designs. Field assessments will be led by experienced engineering inspection staff to document and quantify BPMP-eligible and ineligible deficiencies.

SUBTASK 2.1 *Data Collection*

SUBTASK 2.1.1 OFFICE DATA COLLECTION

We will review available bridge as-built plans, inspection reports, utility records, R/W information, and related documentation.

TASK 2.1.2 FIELD DATA COLLECTION

Field assessments will be conducted to verify existing deficiencies and identify any additional deficiencies requiring attention. Deficiencies will be quantified and mapped to support design development. Any immediate safety concerns will be promptly communicated to the City.

SUBTASK 2.2 *Field Review*

We will contact the Caltrans District Local Assistance Engineer (DLAE) to determine whether a formal field review is necessary for project authorization in accordance with LAPM Chapter 7 and coordinate with all stakeholders.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

SUBTASK 2.3 *Survey*

Survey services will be performed to obtain the data and information necessary to develop a topographic base map to support proposed improvements. Survey limits will be minimized and targeted to support efficient design development. All survey data will be prepared in NAD83 California Coordinate System, Zone IV, and NAVD88 vertical datum.

SUBTASK 2.4 *Utility Coordination (Optional)*

Utilities within and adjacent to the project limits will be identified and coordinated with utility owners as necessary. Based on the preliminary scope of work, utilities should not be impacted.

SUBTASK 2.5 *Base Mapping*

We will develop the R/W base map for each bridge location based on provided as-built plans and the field survey. We will develop utility base maps as needed.

SUBTASK 2.6 *Environmental Documentation*

SUBTASK 2.6.1 CULTURAL RESOURCE DESKTOP REVIEW

We will conduct a Cultural Resources Desktop Review which will include a records search at the Northwestern Information Center (NWIC); review of archival maps and historic aerial photography archived at the University of California, Santa Barbara library; a Sacred Lands File Search with the California Native American Heritage Commission (NAHC or Commission); and procurement of a contact list of identified tribal stakeholders to consult with on behalf of the project.

SUBTASK 2.6.2 BIOLOGICAL RESOURCES DESKTOP REVIEW

To support the CEQA Exemption and NEPA Exclusion, and the Caltrans Preliminary Environmental Study (PES), we will conduct a desktop biological resources assessment. Because all work and staging areas will be conducted from the roadway or developed roadside areas, impacts to jurisdictional features and special-status species and resources are not anticipated. We will conduct a records search of species known to occur in the area using the California Natural Diversity Database (CNDDB), California Native Plant Society Rare Plant Inventory, and USFWS Information for Planning and Consultation (IPaC).

SUBTASK 2.6.3 PRELIMINARY ENVIRONMENTAL STUDY (PES) Stricken from Scope // KT 040726

Following the collection of existing site information and meeting with Caltrans to discuss the project, we will prepare the project-specific Preliminary Environmental Study (PES) Form, and associated field forms for submittal to Caltrans for approval, which is required by Caltrans as the project is federally funded. The PES Form is intended to be a scoping document to identify the following: the scope of the project, existing conditions of the project area, the potential existence of sensitive environmental resources within the project area, required technical studies, the responsible or regulatory agencies where early coordination or consultation is necessary or where approvals and permits are needed, and the NEPA Class of Action (environmental document classification). The PES Form will be updated in accordance with Caltrans guidance provided in the LAPM, Exhibit 6-B: Instructions for Completing the PES Form.

In the event Caltrans determines additional studies are required other than those identified in the draft PES Form, we can provide the City with a scope and budget to authorize those tasks.

SUBTASK 2.6.4 CEQA DOCUMENT – CATEGORICAL EXEMPTION (CE) Stricken from Scope // KT 040726

The proposed bridge improvements propose preventive maintenance work without permanent impacts. Therefore, this scope of work provides the necessary work program to support a CE. Public Resources Code section 15301 categorically exempts projects from CEQA analysis when the project involves "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving no expansion of existing or former use," which we believe applies. The exemption specifically applies to Section 15301(d) for the removal of potential lead based paint. We will prepare a Notice of Exemption (NOE) pursuant to State CEQA Guidelines Section 15301 (Existing Facilities).

We will complete the NOE form, as well as prepare a technical memorandum that outlines the proposed project components and compliance with the requirements of the State CEQA Guidelines Section 15301. We will submit a draft of the NOE and Technical Memo to the City for review.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

~~*SUBTASK 2.6.5 NEPA DOCUMENT – CATEGORICAL EXCLUSION (CE)*~~ *Stricken from Scope // KT 040726*

Based on our understanding of the project description and potential impacts, we will prepare a Caltrans CE for the project. The CE would include a detailed project description, analysis of environmental factors and potential impacts, and documentation of compliance with other environmental laws. We will review project details and environmental resources for the completion of the CE form, including preparation of supporting technical studies.

SUBTASK 2.7 *Right-of-Entry Permit (ROE)*

We will prepare and submit the required documentation to obtain the UPRR ROE permit.

Task 2 Deliverables

- Field review documentation
- Survey/utility base maps (Optional)
- R/W base maps
- Results of Cultural and Biological Desktop Reviews
- ~~Preliminary Environmental Study (PES)~~ KT 040726
- ~~CEQA/NEPA CEs~~ KT 040726

TASK 3 *Draft Plans, Specifications and Estimates*

SUBTASK 3.1 *60% PS&E*

Our team will provide the draft plans, list of special provisions anticipated to be needed for the project, and engineer's estimates. Estimates will delineate items eligible and ineligible for reimbursement.

SUBTASK 3.2 *Response to Review Comments*

We will develop a comment response matrix (CRM) to track and respond to every comment the City provides to the 60% PS&E submittal and follow with a Comment Resolution Meeting.

Task 3 Deliverables

- Draft PS&E submittal
- Comment Response Matrix

TASK 4 *Final (100%) Plans, Specifications and Estimates*

The MNS team will make all necessary updates to the plans, specifications, and engineer's estimate based on the comments received on the 60% PS&E submittal. We will respond to a final round of comments and submit the Final PS&E.

Task 4 Deliverables

- Final PS&E submittal
- Comment Response Matrix

TASK 5 *Construction Support*

SUBTASK 5.1 *Bid Support*

The MNS team will provide bid support engineering services, to include responding to questions from bidders and making any contract addenda as required. We will be available to attend the pre-bid meeting.

SUBTASK 5.2 *Construction Support*

Our team will provide construction support engineering services, to include responding to RFIs and reviewing material submittals. We will be availa)ble to attend the pre-construction meeting and meet with the contractor to encourage open communication lines. We will provide as-built plans including all construction updates. We have budgeted a baseline number of hours for these.

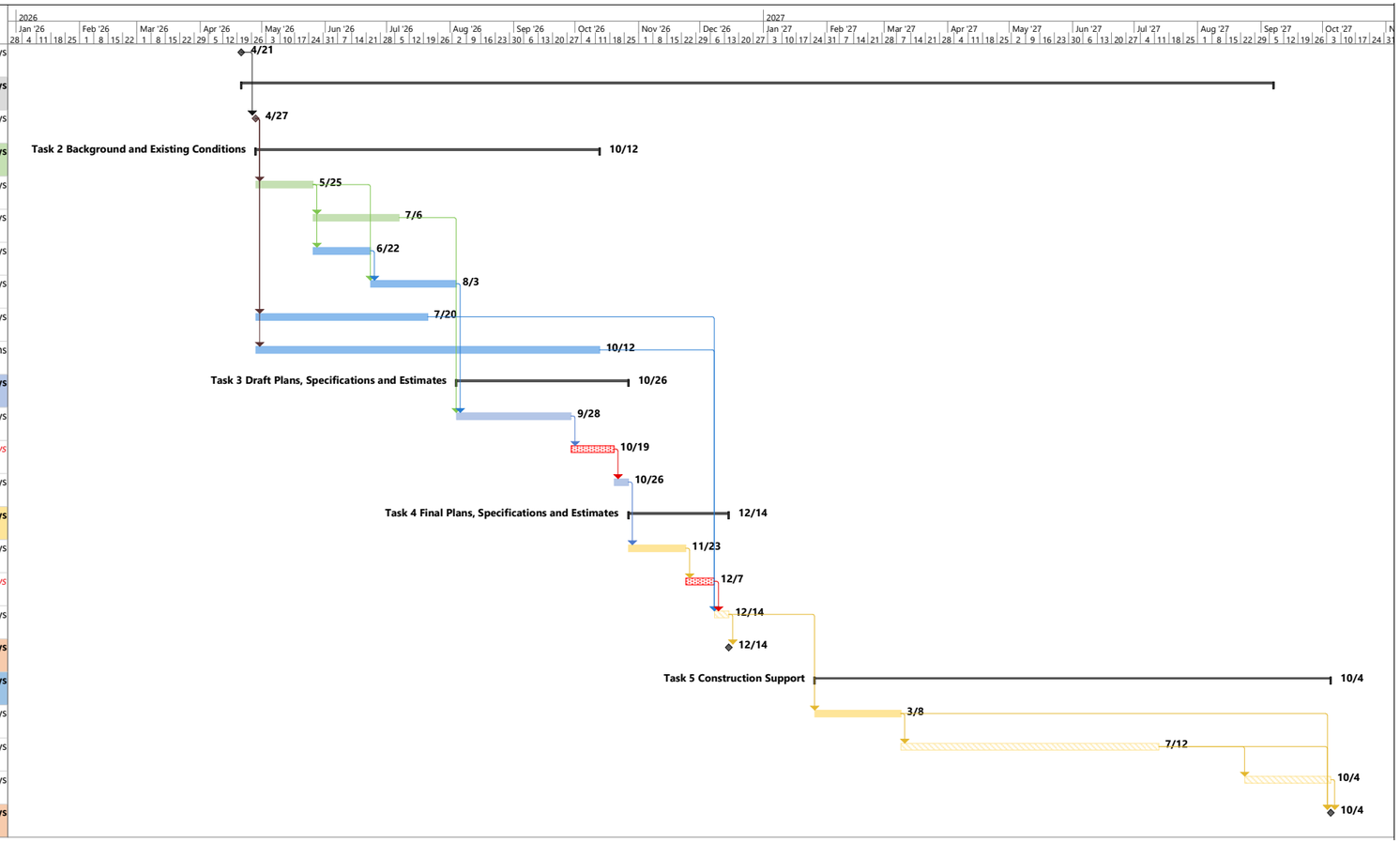
Task 5 Deliverables

- Response to bidder's questions
- Response to RFIs
- Review/Approval of Material Submittals
- As-built plans

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

Preliminary Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Successors	% Complete	Free Slack
1	Notice To Proceed	0 days	Tue 4/21/26	Tue 4/21/26		3FS+5 days	0%	0 days
2	**Task 1 Project Coordination and Management**	**360 days**	**Tue 4/21/26**	**Mon 9/6/27**			**0%**	**0 days**
3	Kickoff Meeting	0 days	Mon 4/27/26	Mon 4/27/26	1FS+5 days	5,9,10	0%	0 days
4	**Task 2 Background and Existing Conditions**	**120 days**	**Tue 4/28/26**	**Mon 10/12/26**			**0%**	**0 days**
5	Subtask 2.1 Data Collecction	20 days	Tue 4/28/26	Mon 5/25/26	3	6,8,7	0%	0 days
6	Subtask 2.2 Field Review	30 days	Tue 5/26/26	Mon 7/6/26	5	12	0%	20 days
7	Subtask 2.3 Survey	20 days	Tue 5/26/26	Mon 6/22/26	5	8	0%	0 days
8	Subtask 2.5 Base Mapping	30 days	Tue 6/23/26	Mon 8/3/26	5,7	12	0%	0 days
9	Subtask 2.6 Environmental Documentation	60 days	Tue 4/28/26	Mon 7/20/26	3	18	0%	100 days
10	Subtask 2.7 – RR Right- of- Entry Permit (ROE)	6 mons	Tue 4/28/26	Mon 10/12/26	3	18	0%	2 mons
11	**Task 3 Draft Plans, Specifications and Estimates**	**60 days**	**Tue 8/4/26**	**Mon 10/26/26**			**0%**	**0 days**
12	Subtask 3.1 60% PS&E	40 days	Tue 8/4/26	Mon 9/28/26	6,8	13	0%	0 days
13	*City Review Period*	*15 days*	*Tue 9/29/26*	*Mon 10/19/26*	*12*	*14*	*0%*	*0 days*
14	Subtask 3.2 Response to Review Comments	5 days	Tue 10/20/26	Mon 10/26/26	13	16	0%	0 days
15	**Task 4 Final Plans, Specifications and Estimates**	**35 days**	**Tue 10/27/26**	**Mon 12/14/26**			**0%**	**0 days**
16	Subtask 4.1 100% PS&E	20 days	Tue 10/27/26	Mon 11/23/26	14	17	0%	0 days
17	*City Review Period*	*10 days*	*Tue 11/24/26*	*Mon 12/7/26*	*16*	*18*	*0%*	*0 days*
18	Subtask 4.1 Final PS&E	5 days	Tue 12/8/26	Mon 12/14/26	17,10,9	21FS+30 days,19	0%	0 days
19	**Design Complete**	**0 days**	**Mon 12/14/26**	**Mon 12/14/26**	**18**		**0%**	**210 days**
20	**Task 5 Construction Support**	**180 days**	**Tue 1/26/27**	**Mon 10/4/27**			**0%**	**0 days**
21	Subtask 5.1 Bid Support	30 days	Tue 1/26/27	Mon 3/8/27	18FS+30 days	22,24	0%	0 days
22	Subtask 5.2 Construction Support	90 days	Tue 3/9/27	Mon 7/12/27	21	23FS+30 days,24	0%	0 days
23	Subtask 5.2 As-Built Plans	30 days	Tue 8/24/27	Mon 10/4/27	22FS+30 days	24	0%	0 days
24	**Construction Complete**	**0 days**	**Mon 10/4/27**	**Mon 10/4/27**	**22,23,21**		**0%**	**0 days**



Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

APPENDIX A.

Required Forms and Statements

NAME	PG
Debarment and Suspension Certification	A-2
Affirmative Action Plan Statement	A-3
Conflict of Interest Statement	A-3

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION CERTIFICATION
FISCAL YEAR 2025/2026

SIGNATURE PAGE

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date 3/17/26

Printed Name Darren Riegler

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

AFFIRMATION OF APPLICANT'S ATTORNEY

For MNS Engineers, Inc. (Name of Applicant)

Signature RYAN J. KOHLER Date March 17, 2026

Printed Name of Applicant's Attorney Ryan Kohler

March 2025

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

AFFIRMATIVE ACTION PLAN

MNS is fully committed to Affirmative Action and Equal Employment Opportunities without regard to race, religious belief, color, sex, pregnancy, age, national origin, ancestry, sexual orientation, gender identification, physical or mental disability, medical condition, marital status, status as a veteran or qualified veteran, genetic characteristics or any other classification, protected under applicable law.

Equal employment opportunities shall be proactively advertised to under-represented individuals through industry affiliates. Offers and awards shall be extended to all qualified persons in all aspects of the employer-employee relationship, including but not limited to recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, working conditions and all other conditions and privileges of employment in accordance with applicable federal, state and local laws.

CONFLICT OF INTEREST

MNS has no conflicts of interest, direct or indirect, to disclose to the City of Salinas, which could conflict in any manner or degree with the performance of services required.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB



BKF | MNS

STRONGER BY DESIGN

CONTACT

Kyle Turner, PE, CBI
760.908.2858 Mobile
kturner@mnsengineers.com

6 Quail Run Circle, Suite 203
Salinas, CA 93907

831.205.5880 Office

www.mnsengineers.com

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

	MNS Engineers																Summary	
MNS	Project Manager Kyle Turner, PE	Bridge Lead Chad Harden, PE, SE	Senior Bridge Engineer	QA/ QC Manager Dina Kasawdish, PE	Bridge Engineer	Assistant Bridge Engineer	Senior Civil/Roadway Engineer	Civil/Roadway Engineer	Senior Technical Specialist Reilly Murphy	Associate Planner/Scientist	GIS Technician	Principal Surveyor Chris Vandrey	Project Surveyor	Party Chief	Chainperson	Traffic Lead Tony Salas, PE	Team Resource Hours	Team Resource Costs
Billing Rate	$341	$319	$232	$250	$191	$150	$205	$164	$227	$123	$123	$231	$191	$205	$164	$258		
Task Descriptions																		
Task 1: Project Management	**72**	**8**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**104**	**$33,079**
Subtask 1.1: Project Management	48			24													72	$22,350
Subtask 1.2: Project Meetings	12	8															20	$6,639
Subtask 1.3: Project Schedule	8																8	$2,727
Subtask 1.4: Progress Reporting	4																4	$1,363
Task 2: Background and Existing Conditions	**8**	**16**	**36**	**0**	**52**	**0**	**0**	**0**	**5**	**36**	**8**	**16**	**48**	**16**	**16**	**0**	**333**	**$70,035**
Subtask 2.1: Data Collection	4	8	16		32												60	$13,729
Subtask 2.2: Field Review	4	8	20		20												52	$12,366
Subtask 2.3: Survey												8	16	16	16		56	$10,794
Subtask 2.4: Utility Coordination (Optional)																	0	$0
Subtask 2.5: Base Mapping												8	32				40	$7,958
Subtask 2.6: Environmental Documentation																		
Biological Resources Assessment										36	4						40	$4,908
Cultural Resources Desktop Review									5		4						9	$1,626
Subtask 2.7: Right- of- Entry Permit (ROE)	12			40	24												76	$18,652
Task 3: Draft Plans, Specifications, and Estimates	**17**	**35**	**47**	**34**	**111**	**220**	**12**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**524**	**$101,567**
Subtask 3.1: 60% PS&E																		
Plans (9 sheets)	9	27	27	18	63	180	12	40									376	$70,440
Specifications (List)	2	4		4	24												34	$7,535
Estimate	2	4	12	8		40										8	74	$14,794
Subtask 3.2: Response to Review Comments & Meeting	4		8	4	24												40	$8,797
Task 4: Final Plans, Specifications, and Estimates	***8***	***25***	***26***	***21***	***96***	***60***	***6***	***20***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***4***	***266***	***$54,812***
Subtask 4.1:100% PS&E																		
Plans	4	9	18	9	36	36	6	20									138	$27,419
Specifications	2	12		8	60												82	$17,954
Estimate	2	4	8	4		24										4	46	$9,439
Task 5: Construction Support	***6***	***12***	***0***	***4***	***44***	***18***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***84***	***$17,965***
Subtask 5.1: Bid Support	2	4			4												10	$2,720
Subtask 5.2: Construction Support & As-Builts	4	8		4	40	18											74	$15,245

	MNS Engineers																Grand Total
Total Staff Hours	123	96	109	123	327	298	18	60	5	36	8	16	48	16	16	12	1,311
Total Staff Cost	$41,927	$30,582	$25,265	$30,690	$62,421	$44,694	$3,681	$9,817	$1,136	$4,418	$982	$3,700	$9,163	$3,272	$2,618	$3,092	$277,457
Other Direct Costs	$5,052																$5,052
GRAND TOTAL																	**$282,509**

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: MNS Engineers

Project No.: TBD Contract No.: Date: 4/7/2026

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Kyle Turner	123	$ 125.00	$ 15,375.00
QA/QC Manager	Dina Kasawdish	123	$ 91.50	$ 11,254.50
Bridge Lead	Chad Harden	96	$ 116.82	$ 11,214.72
Senior Bridge Engineer	Staff	109	$ 85.00	$ 9,265.00
Bridge Engineer	Staff	327	$ 70.00	$ 22,890.00
Assistant Bridge Engineer	Staff	298	$ 55.00	$ 16,390.00
Senior Civil/Roadway Engineer	Staff	18	$ 75.00	$ 1,350.00
Civil/Roadway Engineer	Staff	60	$ 60.00	$ 3,600.00
Archeologist	Reilly Murphy	5	$ 83.29	$ 416.45
Associate Planner/GIS Tech	Staff	44	$ 45.00	$ 1,980.00
Principal Surveyor	Chris Vandrey	16	$ 84.80	$ 1,356.80
Project Surveyor	Staff	48	$ 70.00	$ 3,360.00
Party Chief	Staff	16	$ 75.00	$ 1,200.00
Chainperson	Staff	16	$ 60.00	$ 960.00
Traffic Lead	Tony Salas	12	$ 94.50	$ 1,134.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Hours	1,311		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 101,746.47

b) Anticipated Salary Increases (see page 2 for sample) $ 763.10

c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] $ 102,509.57

INDIRECT COSTS

d) Fringe Benefits (Rate 61.02%) e) **TOTAL FRINGE BENEFITS** [(c) x (d)] $ 62,551.34

f) Overhead (Rate 74.34%) g) Overhead [(c) x (f)] $ 76,205.61

h) General and Administrative (Rate) i) Gen & Admin [(c) x (h)] $ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 138,756.95

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (J)] x fixed fee: 15.00% $ 36,189.98

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Travel (Flights)	6	Flight	$200.00	$1,200.00
Travel (Miles)	720	Mile	$0.725	$522.00
Lodging	8	Room	$200.00	$1,600.00
MIE	8	Days	$60.00	$480.00
Cultural Resources Documents	1	Doc Request	$1,250.00	$1,250.00

l) **TOTAL OTHER DIRECT COSTS** $5,052.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

m) **TOTAL SUBCONSULTANTS' COSTS** $0.00

n) **TOTAL OTHER DIRECT COSTS** INCLUDING SUBCONSULTANTS [(l) + (m)] $5,052.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 282,508.50

Notes:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant MNS Engineers Contract No. 0 Date 4/7/2026

1. Calculate average hourly rate for 1st year of contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	**5 year Contract Duration**
$ 101,746.47	/	1,311	=	$ 77.61	2026 Average Hourly rate

2. Calculate hourly rate for all years (increase the Average Hourly rate for a year by proposed escalation%)

	Average hourly rate		Proposed Escalation			
Year 1	$ 77.61	+	5.0%	=	$ 81.49	2026 Avg Hourly Rate
Year 2	$ 81.49	+	5.0%	=	$ 85.56	2027 Avg Hourly Rate
Year 3	$ 85.56	+	5.0%	=	$ 89.84	2028 Avg Hourly Rate
Year 4	$ 89.84	+	5.0%	=	$ 94.34	2029 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	85.0%	*	1311	=	1114.4	Estimated Hours 2026
Year 2	15.0%	*	1311	=	196.7	Estimated Hours 2027
Year 3	0.0%	*	1311	=	0.0	Estimated Hours 2028
Year 4	0.0%	*	1311	=	0.0	Estimated Hours 2029
Year 5	0.0%	*	1311	=	0.0	Estimated Hours 2030
Total	100.0%		Total	=	1311.0	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	$ 77.61	*	1114.4	=	$ 86,484.50	Estimated Hours Year 1
Year 2	$ 81.49	*	196.7	=	$ 16,025.07	Estimated Hours Year 2
Year 3	$ 85.56	*	0.0	=	$ -	Estimated Hours Year 3
Year 4	$ 89.84	*	0.0	=	$ -	Estimated Hours Year 4
Year 5	$ 94.34	*	0.0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 102,509.57	
			Direct Labor Subtotal before Escalation	=	$ 101,746.47	
			Estimated Total of Direct Labor Salary Increase	=	**$ 763.10**	Transferred to page 1

Notes:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the number of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the number of year is not acceptable. (i.e., $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Docusign Envelope ID: 90F843E5-49DA-8B4F-824E-7725C47560CB

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs:

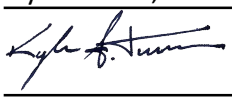
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. Title 23 United State Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Kyle Turner, PE Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 3/17/2026

Email: kturner@mnsengineers.com Phone Number: 7609082858

Address: 3850 Vine St. Riverside, CA 92507

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Structural Engineering, Bridge Inspection, Surveying, Planning and Permitting

Docusign Envelope ID: 871C94E7-B429-4F5E-92B9-00A5EC5CA5DF

RESOLUTION NO. 23119 (N.C.S.)

A RESOLUTION ACCEPTING A $338,399 GRANT FOR THE BRIDGE PREVENTATIVE MAINTENANCE PROGRAM FROM THE FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM AND REAFFIRMING RESOLUTION 17926, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE AGREEMENTS WITH THE DEPARTMENT OF TRANSPORTATION (CALTRANS) RELATED TO THE BRIDGE PREVENTATIVE MAINTENANCE PLAN GRANT

WHEREAS, on March 7, 2017, City Council approved Resolution No. 21133 accepting $40,000 grant from Caltrans to write the Bridge Preventative Maintenance Plan (BPMP) for the City bridges. The BPMP was submitted to Caltrans for funding for Preliminary Engineering and Construction; and

WHEREAS, the City of Salinas was notified by the State Department of Transportation (Caltrans) that Federal Transportation Improvement Program (FTIP) funding would be awarded to the city for preliminary engineering of Project No. BPMPL-5045(046), in the amount of $336,399; and

WHEREAS, the grant funding requires a 20% local match by the City in the amount of $84,100; and

WHEREAS, this grant program requires a recent Council Resolution stating the title of the person authorized to enter into a contract with Caltrans and the project title for this grant; and

WHEREAS, Resolution No. 17926, dated June 4, 2002, authorized the Public Works Director to execute agreements with the State Department of Transportation (Caltrans) related to Council approved grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves accepting a $336,399 grant for City Bridge Preventative Maintenance Program from the Federal Transportation Improvement Program; and

BE IT FURTHER RESOLVED that the City Council approves reaffirming Resolution 17926, authorizing the Public Works Director to execute agreements with the Department of Transportation (Caltrans) related to the Bridge Preventative Maintenance Plan Grant awarded to and accepted by the City Council and to take whatever additional action is necessary to effectuate the intent of this Resolution.

Docusign Envelope ID: 871C94E7-B429-4F5E-92B9-00A5EC5CA5DF

PASSED AND APPROVED this 8th day of October 2024, by the following vote:

AYES: Councilmembers Barrera, Gonzalez, Osornio, Sandoval, Valenzuela and Mayor Pro Tem Rocha

NOES: None

ABSENT: Mayor Craig

ABSTAIN: None

APPROVED:

Signed by:
Anthony Rocha
EA8AC799406F475...
Anthony Rocha, Mayor Pro Tem

ATTEST:

DocuSigned by:
Alexis Mejia
B6D51CD0847B44F...
Alexis Mejia, Assistant City Clerk

Docusign Envelope ID: 468C0627-6499-4857-B1F7-7C92F0E9DE86

AMENDMENT NO. 2 TO
THE AGREEMENT FOR PREFESSIONAL SERVICES BETWEEN THE CITY AND BFS LANDSCAPE ARCHITECTS

This Amendment No. 2 to the Agreement for Professional Services (the "Amendment") is entered into this 25th day of February, 2025, by and between the City of Salinas (the "City") and BFS Landscape Architects, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into a the Agreement for Professional Services effective January 2, 2023, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect the term of the Agreement, additional services and compensation.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. Section 2 of the Agreement is hereby amended to read as follows:

Term; Completion Schedule. This Agreement shall commence on January 2, 2023, and shall terminate on June 30, 2027, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.

2. Section 3 of the Agreement is hereby amended to read as follows:

Compensation. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of in Exhibit B. The total amount of compensation to be paid under this Agreement shall not exceed one million eight hundred twenty-eight thousand five hundred eighty-nine ($1,828,589) dollars.

3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

DocuSigned by:
Rene Mendez
49009F9344B6488...
René Mendez, City Manager

Docusign Envelope ID: 468C0627-6499-4857-B1F7-7C92F0E9DE86

APPROVED AS TO FORM:

Signed by:
Christopher A. Callihan
DF600E62871844E...

□ Christopher A. Callihan, City Attorney
□ Rhonda Combs, Assistant City Attorney

BFS LANDSCAPE ARCHITECTS

DocuSigned by:
Larry Foster
A75DCF4DAA7D498...

Printed name: Larry Foster
Title: President

DocuSign Envelope ID: 6C24AC3F-A29A-4077-854C-9F63E1817017

AGREEMENT —AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SALINAS AND BFS LANDSCAPE ARCHITECTS (BFS)

This Amendment No. 1 to the Agreement for Professional Services (the "Amendment") is entered into this 9th day of April 2024, by and between the City of Salinas (the "City") and BFS Landscape Architects, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, pursuant to Resolution 22550 (N.C.S), the City and Contractor first entered into an agreement for design, program and construction management for Closter Park, El Gabilan Tot Lot, and two universal playgrounds (one at Northgate Park and one at Williams Ranch Park) effective January 2, 2023, in an amount not to exceed $1,755,389 to which Contractor agreed to provide services to the City for this compensation (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect additional work that will be completed and by increasing the agreement compensation by $73,200 for El Gabilan Tot-Lot.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. The total amount of compensation to be paid under the Agreement hereby increased by $73,200. The total amount of compensation to be paid under this Amended Agreement shall not exceed $1,828,589.

2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

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

APPROVED AS TO FORM:

DocuSigned by:
Christopher A. Callihan
DF000E62871844E...
□ Christopher A. Callihan, City Attorney
□ Rhonda Combs, Assistant City Attorney

BFS LANDSCAPE ARCHITECTS

DocuSigned by:
Larry Foster
AFBDCF4DAA7B498...
Printed name: Larry Foster
Title: President