

Exhibit 10-R: A&E AGREEMENT
(For Local Assistance Federal-Aid Projects)

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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 AGENCY 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

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

for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
See Attachment 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.

- 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

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

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.

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.

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.

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.

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

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

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

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

§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.

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

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.

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.

- 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.

- 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

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**

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 on 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).

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

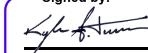
The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments 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.

ARTICLE XXXIV SIGNATURES

CITY OF SALINAS

BKF ENGINEERS

René Mendez, City Manager

Signed by:


Printed Name: Kyle Turner

Date: _____

Date: 5/6/2026 | 1:22 PM PDT

APPROVED AS TO FORM:

- _____
 Christopher A. Callihan, City Attorney, or
 Rhonda Combs, Assistant City Attorney

Date: _____

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, agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

Maintenance of Insurance

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

**REQUEST FOR PROPOSALS
ENGINEERING SERVICES
FOR
BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP),
BP MPL 5054(046)**



CITY OF SALINAS
200 Lincoln Avenue
Salinas, CA 93901

PROPOSALS DUE BY 5:00 P.M., WEDNESDAY, MARCH 18, 2026

TABLE OF CONTENTS

**REQUEST FOR PROPOSALS ENGINEERING SERVICES FOR BRIDGE PREVENTIVE
MAINTENANCE PROGRAM (BPMP), BPMPL 5054(046)**

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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)

- 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.

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.

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.

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

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

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
<i>Advertise Construction Project</i>	<i>December 2026</i>

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

**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

(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.

- 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,

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).

- 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.

**Appendix
 APPENDIX 2
 BRIDGE LIST**

COUNTY LOCATION	AGENCY	BRIDGE NUMBER	LOCATION	FACILITY INSECTED	SUFFICIENCY RATING	SD/FO STATUS	WORK DESCRIPTION	DECK AREA (SQUARE METERS)
BP MPL 5045(046)								
MONTEREY	SALINAS	44C0168	FRONT ST	EAST FRONT STREET	88.8	NOT SD	METHACRYLATE SEAL, PATCH POT HOLE(S), REPAVE AC APPROACH ROADWAY, REPLACE JOINT SEALS AT ABUTMENTS, SMOOTH TRANSITIONS FROM TOP OF ABUTMENTS BACK WALLS 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, REPAIR SPALL(S), SPLICE SEVERED TRANSVERSE REBARS	2538
BP MPL 5045(047)								
MONTEREY	SALINAS	44C0105	0.2 MI E- CONSTITUTION- BLV	GABRIELAN 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 MITIGATION AT BOTH ENDS OF CULVERTS.	184

**Appendix
APPENDIX 3
BRIDGE LOCATION MAP**



LEGEND

-  HBP ELIGIBLE
-  NOT HBP ELIGIBLE
-  NOT OWNED BY CITY (RAILROAD OWNED)
-  CITY LIMITS



**CITY OF SALINAS
LOCATION MAP**



Attachment C**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).

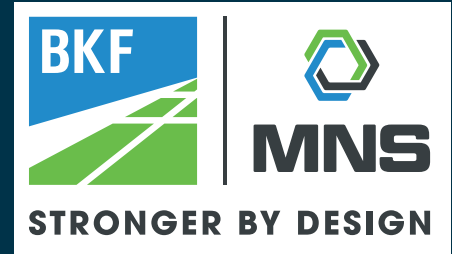
Penalties for failure to pay prevailing wages (for non-exempt projects) and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.

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.

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.

PREPARED FOR THE

CITY OF SALINAS



March 18, 2026

PROPOSAL FOR

Bridge Preventive Maintenance Program (BPMP), BPMP 5054(046)

Proposal No. CISAL.260140



6 Quail Run Circle, Suite 203
Salinas, CA 93907

831.205.5880

www.mnsengineers.com





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

ktturner@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



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

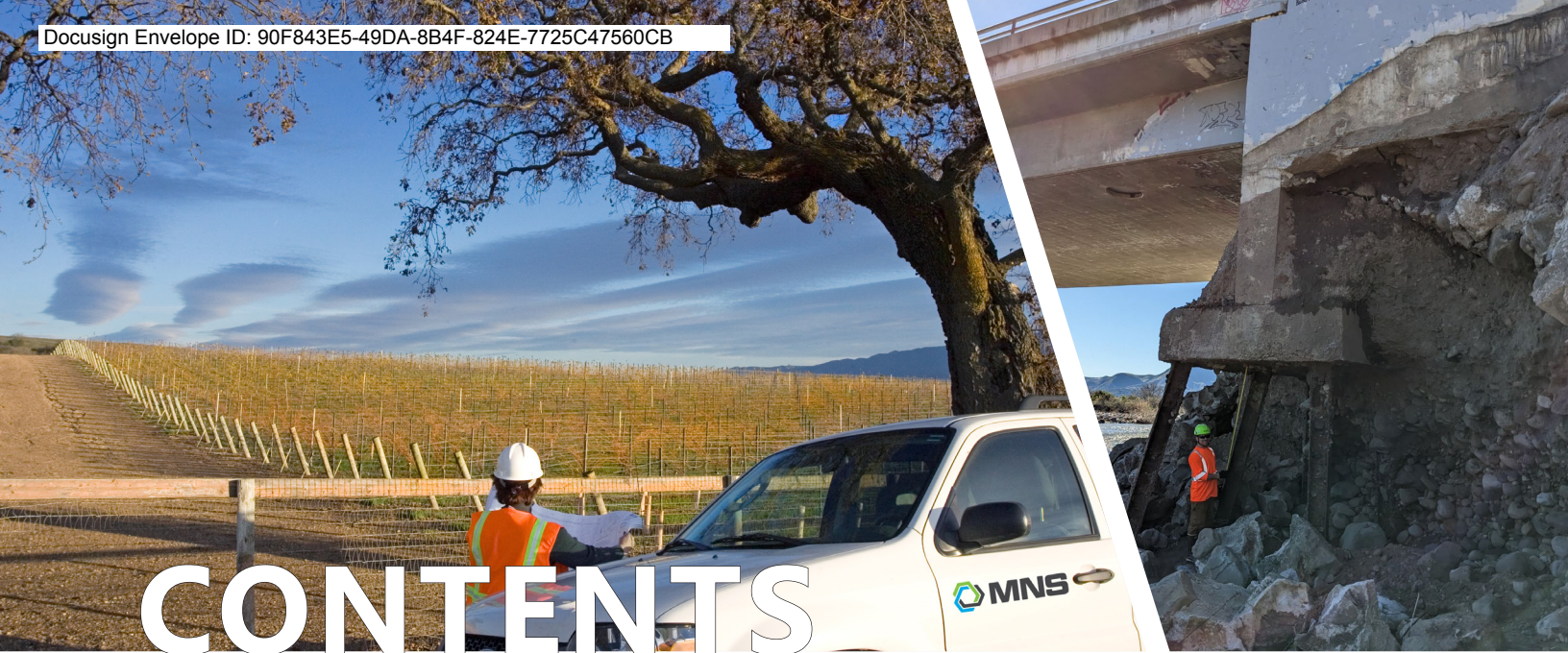
Detailed project descriptions and reference information are provided in Section 1.

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



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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, specifications, 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.

SECTION 1. QUALIFICATIONS AND EXPERIENCE

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.

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

DATES

2025 - current

REFERENCE

Nathan Machado
 Engineer III
 209.525.4130
 machadon@stancounty.com

KEY SIMILARITIES

- ✓ BPMP w/ Multiple Sites
- ✓ Bridge Inspection
- ✓ R/R Coordination

CONTRACT VALUE

\$1.4M

PROJECT OUTCOME

On time and budget

CONSTRUCTION COST

\$5M

KEY TEAM MEMBERS

Kyle Turner, Project Manager
 Chad Harden, Bridge Lead



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

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

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

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

SECTION 2.

Key Staff

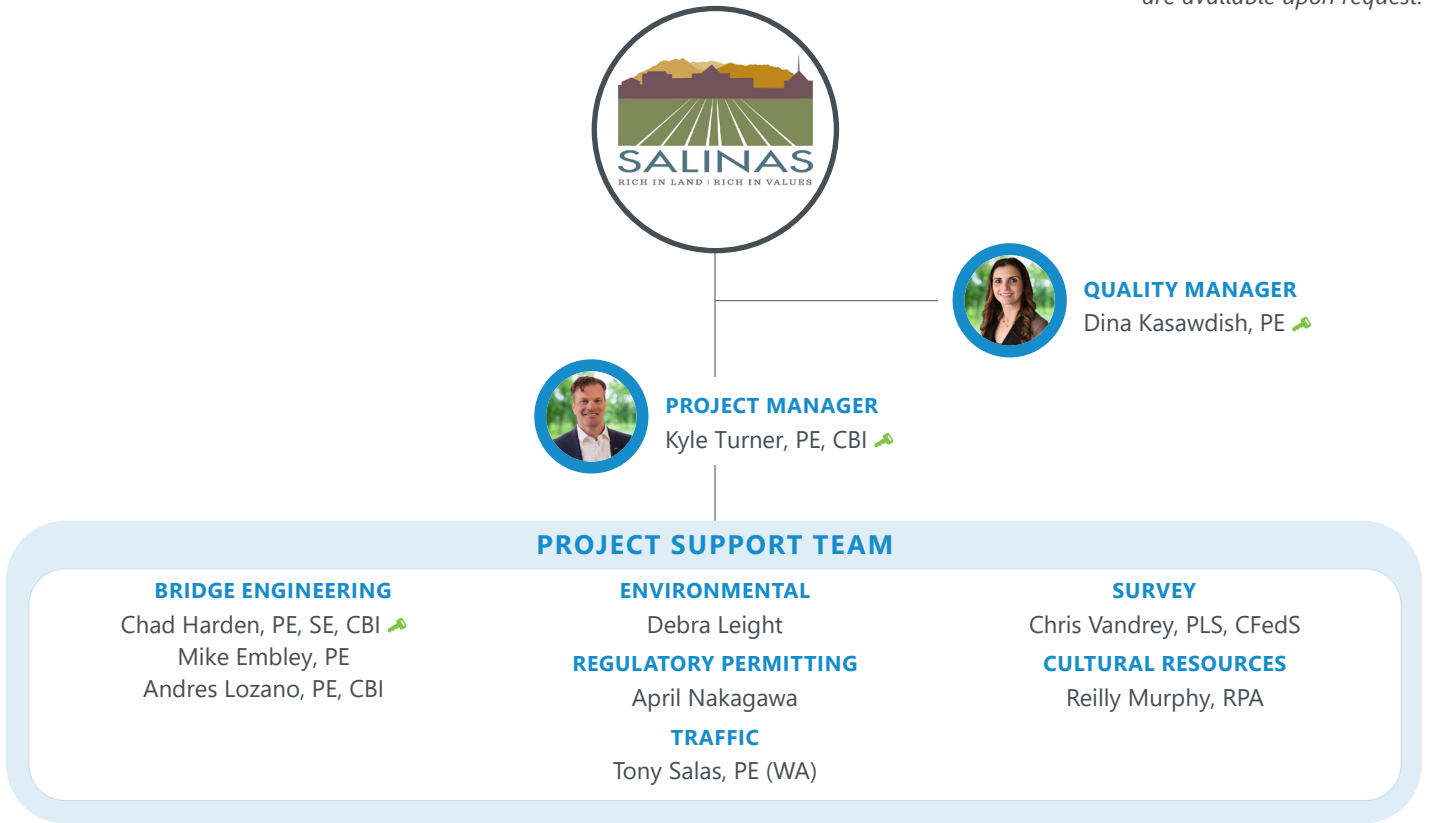
The key to a successful project is a highly qualified team. We are confident our professional and experienced team will provide the City with quality services under this contract. Our team was assembled to meet the specific elements and needs for this contract. This section provides the requested experience 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.



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	<ul style="list-style-type: none"> » 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

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	<ul style="list-style-type: none"> » 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

- » InSite Development Group, Entry Road Overhead Bridge over UPRR in Pico Rivera
- » Crown Valley Parkway Overhead Bridge Widening over SCRRA

Dina Kasawdish, PE	
ROLE	Quality Manager
YEARS EXP	15
LICENSE	Professional Civil Engineer, CA No. 84019
EDUCATION	<ul style="list-style-type: none"> » 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

SECTION 2. KEY STAFF

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

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:

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

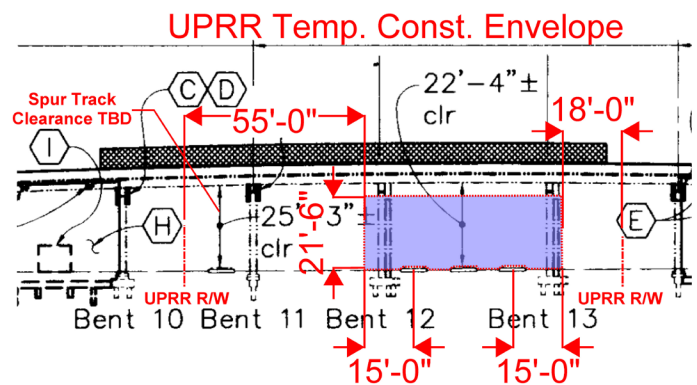
target our budgets for efficiency, requiring very engaged project and task management.

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.



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.

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.







	Typical "Three-Coat" - (Polyurethan + Zinc)		
	Hybrid Coatings - State-of-the-Art Exhaustive Testing		<ul style="list-style-type: none"> ↔ 20-50% reduced coating cost ↔ ultra-longevity coating life > 50 years
	Conventional Zinc Coatings		

Figure 2: State-of-the-art, self healing coatings provide enhanced protection through several mechanisms: impermeable barrier properties , chemical bonding , and self-healing capabilities.

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,

Project Manager and Project Engineer. We will host up to six project development team (PDT) meetings throughout the course of the project.

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

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.

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 (CNDDDB), 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.~~

~~**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.

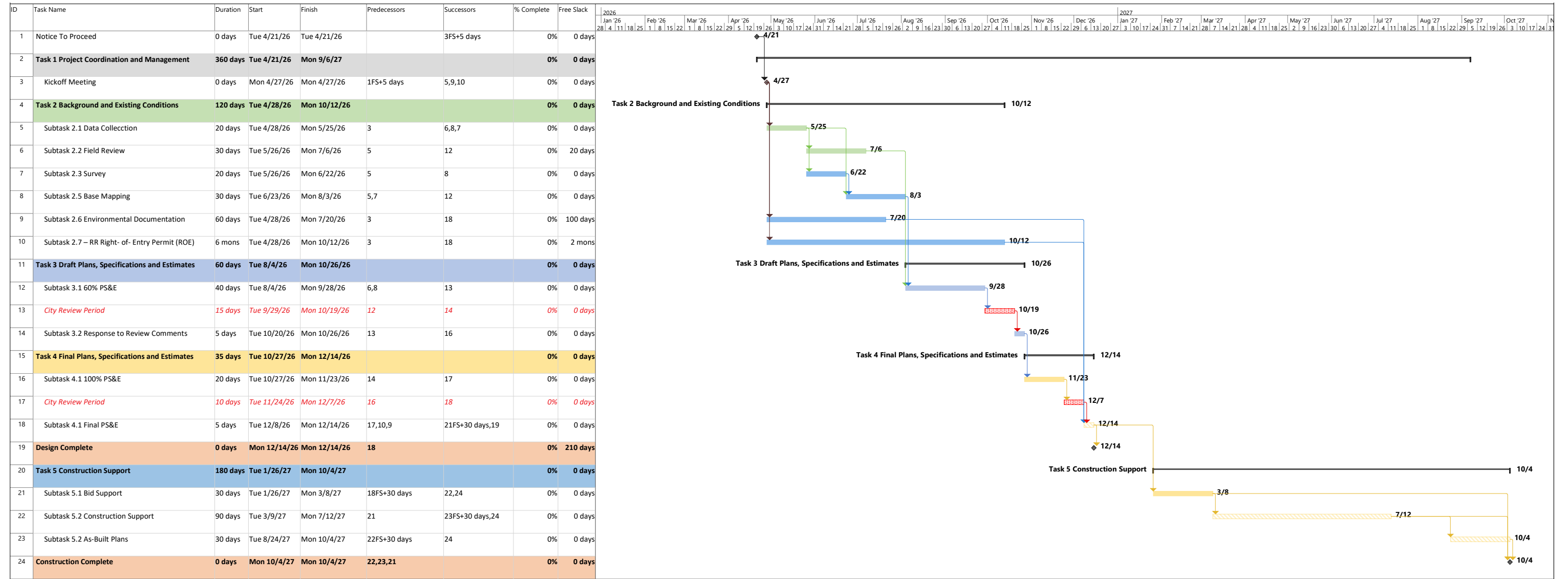
SUBTASK 5.2 Construction Support

Our team will provide construction support engineering services, to include responding to RFIs and reviewing material submittals. We will be available 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

Preliminary Schedule



APPENDIX A.

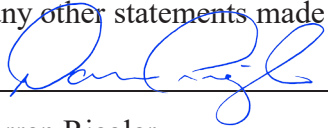
Required Forms and Statements

NAME	PG
Debarment and Suspension Certification	A-2
Affirmative Action Plan Statement	A-3
Conflict of Interest Statement	A-3

**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

MNS Engineers, Inc.
For _____ (Name of Applicant)
Signature 
RYAN J. KOHLER Date March 17, 2026
Printed Name of Applicant’s Attorney Ryan Kohler

March 2025

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.



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





MNS Engineers																	Summary	
	Project Manager Kye Turner, PE	Bridge Lead Chad Harden, PE, SE	Senior Bridge Engineer	O&A/C Manager Dina Kasawish, 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 Slatas, 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	
GRAND TOTAL																	\$282,509	

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.

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