

CITY OF SALINAS
COMMUNITY DEVELOPMENT DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT DIVISOIN

SHERWOOD RECREATION CENTER – PHASE IV

CONTRACT CHANGE ORDER NO. 1

Date: November 22, 2023
Project Name: Sherwood Recreation Center (Phase 4)
Project Address: 920 N. Main Street, Salinas, CA 93901

The following changes to the original proposal executed on July 10, 2023, for the Design, Inspections, Project Management, Construction Management, Labor Compliance, and CEQA/NEPA Environmental Services for Sherwood Recreation Center (Phase 4) are hereby incorporated. This proposal was executed in connection to the Master Services Agreement for Professional Services Between the City of Salinas and CSG Consultants, Inc which was signed on February 7, 2023. Amendment No. 1 to Master Services Agreement for Professional Services Between the City of Salinas and CSG Consultants, Inc. was approved by the City Council of November 14, 2023. The changes are as follows:

1. DESCRIPTION OF CHANGES:

The following tasks are to be added to the contract:

MEI (Design Consultants) CAD Backgrounds (Add Service #1).....	\$ 16,240.00
CSG Markup (Add Service #1)	\$ 1,320.00

TOTAL AMOUNT PER THIS CHANGE ORDER: \$ 17,560.00

2. CHANGE IN CONTRACT:

Original contract amount was	\$ 236,929.00
Net Changes by Previous C.O's	\$ 0.00
Contract Sum Prior to this C.O.	\$ 236,929.00
Contract Change Sum by this C.O.....	\$ 17,560.00

TOTAL NEW CONTRACT AMOUNT \$ 254,489.00

	<u>11/27/23</u>
Sr. Community Development Analyst	Date
DocuSigned by:	
	<u>11/27/23</u>
97407F9AF39F476...	Date
CSG Consultants inc.	
 CPO	Director

cc: Rod Powel, Assistant Director
Francisco Brambila, Interim Planning Manager
Hilda Peralta, Community Development Analyst
Cyril Charles, P.E., Facility Program Director
Gelareh Jokar, Assistant Project Manager

Finance C.O. Done: _____

Staffing Plan and Cost Proposal for Design and Project Management Services for the Sherwood Recreation Center Project - Phave IV

		2023															TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST	
ROLE	STAFF	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15					
TASK 1.0: DESIGN PHASE																					
Principal Engineer	Peykan Abbassi	2.0	2.0	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	2.0	2.0	25	\$250.00		\$6,125.00	
Sr. Project Manager	Cyril Charles	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	120	\$235.00		\$28,200.00	
Sr. Engineers (Constructability Review)	TBD	0	0	0	0	0	0	0	0	0	0	0	16	16	0	0	32	\$235.00		\$7,520.00	
Asst. Project Manager	Bronwyn Callero	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	30	\$140.00		\$4,200.00	
TASK 2.0: BID and AWARD																					
ROLE	STAFF	WK 16	WK 16	WK 16	WK 16																
Principal Engineer	Peykan Abbassi	0	0	0	0												0	\$250.00		\$0.00	
Sr. Project Manager	Cyril Charles	4	4	4	4												16	\$235.00		\$3,760.00	
Asst. Project Manager	Bronwyn Callero	4	4	4	4												16	\$140.00		\$2,240.00	
TASK 3.0: CONSTRUCTION																					
ROLE	STAFF	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH					
Principal Engineer	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00		\$0.00	
Sr. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$235.00		\$0.00	
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00	
Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$165.00		\$0.00	
Asst. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00	
TASK 4.0: POST CONSTRUCTION																					
Construction Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00	
Document Control	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00	
TASK 5.0: NEPA and CEQA																					
Principal Environmental Planner	Glenn Lajoie	5	5	5	5	8	8	8	8	8	8	5	5	5	5	5	93	\$200.00		\$18,600.00	
Senior Planner	Lance Lowe	10	10	15	15	15	15	15	15	15	15	15	15	10	10	10	200	\$150.00		\$30,000.00	
Reimbursables		10	10	15	15	15	15	15	15	15	15	15	15	10	10	10	200	\$150.00		\$120.00	
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	0	35	35	25	25	25	145		\$100,765.00	
TASK 6.0: Sub-Consultant Cost																					TOTAL COST
MEI (Design Consultants)																					\$136,164.00
SUB-TOTAL																					\$136,164.00
TASK 7.0: Additional Services																					TOTAL COST
MEI (Design Consultants) CAD Backgrounds_Add Service No. 1 (includes \$146.30 travel fee)																					\$16,240.00
CSG Markup on Add Service No. 1																					\$1,320.00
TOTAL COST																					\$254,489.00

Notes:

- Overtime will be billed in accordance with our Master Agreement Fee Schedule.
- Construction and Post-Construction Phase costs and staffing are not included and will be based on the estimated construction costs from the developed design.



03 July 2023

Revised 10/12/23 to separate CNC and Sherwood projects

Mr. Peykan Abassi
Vice President, Engineering So Cal
CSG Consultants, Inc
3707 W. Garden Grove Blvd, Ste 100
Orange, CA 92868
peykan@csgengr.com

Re: City of Salinas; Add Service 1, CAD backgrounds **Sherwood Recreation Center**
MEI Project # 821

Dear Peykan:

Per CSG's request, we are submitting this request to prepare CAD backgrounds for the Sherwood Recreation Center.

As noted in our original scoping and fee proposal from April 2023, we observed that the PDFs given to MEI Architects were based on CAD drawings prepared by the previous AOR for the two facilities. We assumed that CAD backgrounds would be made available to the team and noted that in our proposal. Since the City has been unable to obtain these files, we need to create new backgrounds for the two projects.

Sherwood Recreation Center: As noted previously, there appears to have been at least 3 phases of work done at the Sherwood Center and we have only been provided with Phase 1 and Phase 3 drawings. These drawings, while prepared on CAD, are much more limited in information than the Chinatown Navigation Center drawings. Phase 1 was the original demolition of the pool and infill. Phase 3 was the more recent interior renovation work which gives us our current plan. While the basic room layouts are present, we will need to come down to the site to take measurements and photos so we can accurately locate these elements and create exterior elevations that are accurate enough to prepare our work from. We will need to do this in 3 phases; initial creation of CAD plans so we can prepare plots to bring down for our site visit, followed by final drafting of plans.

We will prepare the projects in Revit and the database will be turned over to the City after completion of the project. While this work will allow us to proceed with the design work, there may be some critical information in the missing Phase 2 Sherwood drawings that will shed some light on the construction of the infill wall on the south side of the gymnasium space. We can only guess as to what foundation exists under the infill walls and we were informed that there was a potential water intrusion issue at the base of that wall, so we can only design to the information that we have been given or to what is observable to the eye.
Our fee for the scope listed above.

Our proposed fee for this project includes costs for the 220 mile round trip from SF.

Classification	2022 Rate	
Principal	\$ 265.00	Michael Wang
Associate Principal	\$ 244.20	
PM	\$ 211.64	
PA	\$ 195.36	
JC	\$ 156.29	
Designer	\$ 136.75	Grace Lai
Graphics	\$ 123.73	
Admin	\$ 97.68	

				Total Hrs	Principal	PA	Draft	
AS1 Initial drafting	\$ 4,308.00			24	8		16	
AS1 Site Visit	\$ 3,214.00			16	8		8	
AS1 follow up drafting	\$ 8,572.00			55.181	8		47.181	
Travel	\$ 146.00							
Total Add Serv 1	\$ 16,240.00			95.181	24	0	71.181	

Total Fee Summary, Sherwood Recreation Center:

RPM
MEI
Groundworks
Total

Add Service 1

\$ 0.00

\$ 16,240.00

\$ 0.00

\$ 16,240.00

Base Contract

\$43,000.00

\$78,674.00

\$14,490.00

\$136,164.00

Total All fees

\$ 43,000.00

\$ 94,914.00

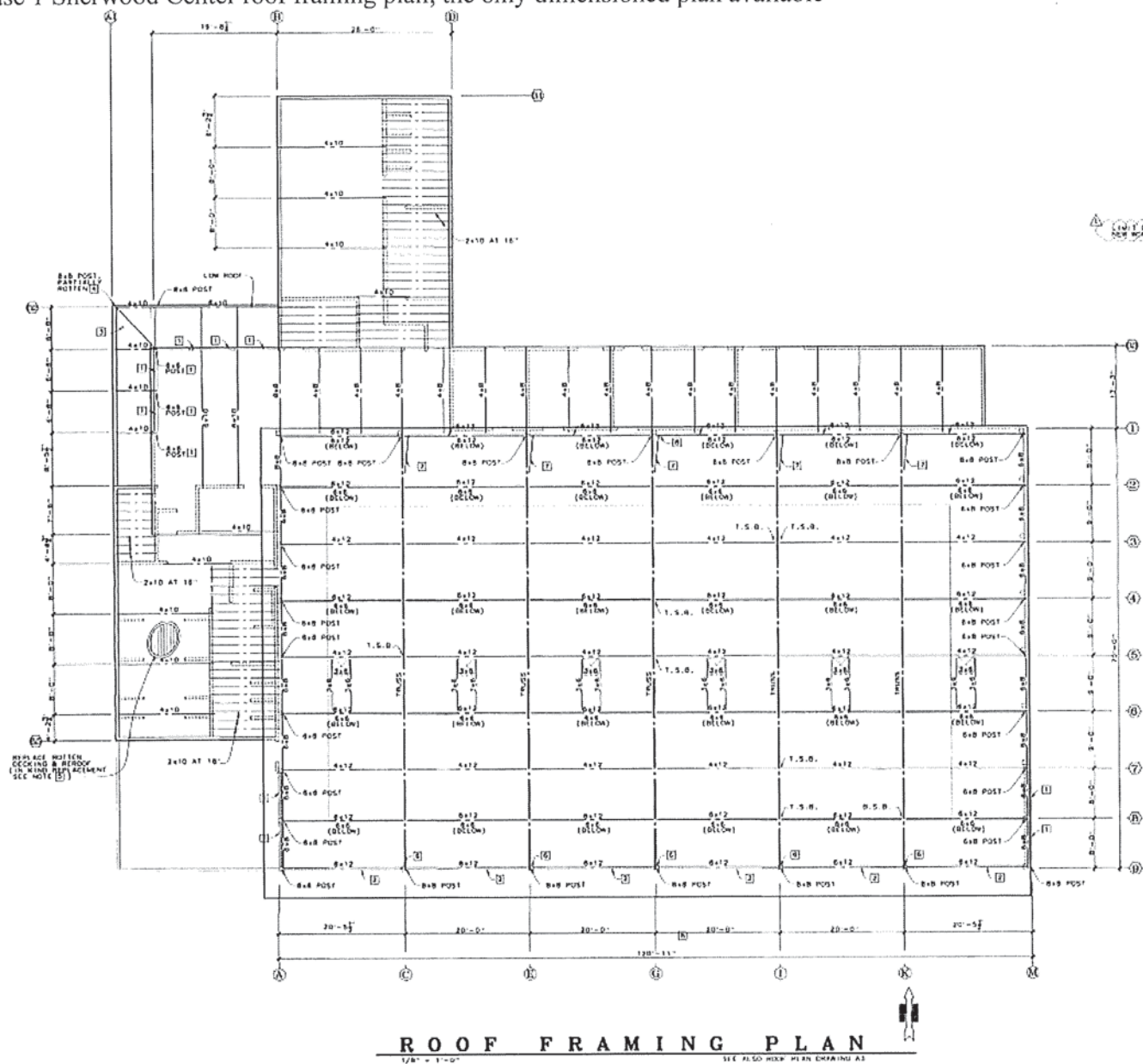
\$ 14,490.00

\$152,404.00

Regards,



Michael Wang
Principal, MEI Architects



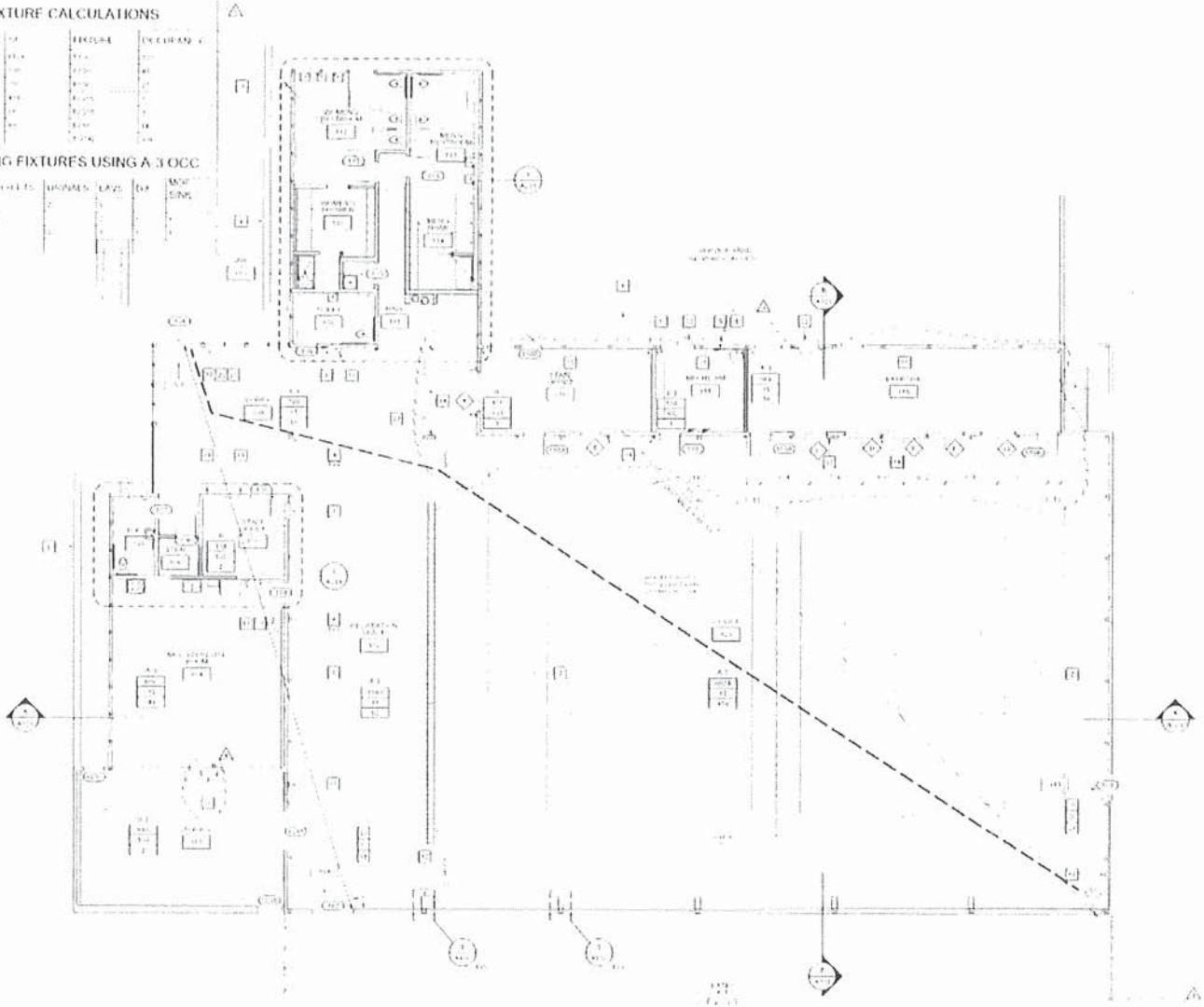
Phase 3 Sherwood Recreation Center Architectural Plan

MBING FIXTURE CALCULATIONS

	TOILET	TOILET	TOILET	TOILET
1	1.0	1.0	1.0	1.0
2	1.0	1.0	1.0	1.0
3	1.0	1.0	1.0	1.0
4	1.0	1.0	1.0	1.0
5	1.0	1.0	1.0	1.0
6	1.0	1.0	1.0	1.0
7	1.0	1.0	1.0	1.0
8	1.0	1.0	1.0	1.0
9	1.0	1.0	1.0	1.0
10	1.0	1.0	1.0	1.0

PLUMBING FIXTURES USING A 3 OCC

	TOILET	TOILET	TOILET	TOILET
1	1.0	1.0	1.0	1.0
2	1.0	1.0	1.0	1.0
3	1.0	1.0	1.0	1.0
4	1.0	1.0	1.0	1.0
5	1.0	1.0	1.0	1.0
6	1.0	1.0	1.0	1.0
7	1.0	1.0	1.0	1.0
8	1.0	1.0	1.0	1.0
9	1.0	1.0	1.0	1.0
10	1.0	1.0	1.0	1.0



CITY OF SALINAS
COMMUNITY DEVELOPMENT DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT DIVISION

SHERWOOD RECREATION CENTER – PHASE IV

CONTRACT CHANGE ORDER NO. 2

Date: November 22, 2023
Project Name: Sherwood Recreation Center (Phase 4)
Project Address: 920 N. Main Street, Salinas, CA 93901

The following changes to the original proposal executed on July 10, 2023, for the Design, Inspections, Project Management, Construction Management, Labor Compliance, and CEQA/NEPA Environmental Services for Sherwood Recreation Center - Phase 4 are hereby incorporated. This proposal was executed in connection to the Master Services Agreement for Professional Services Between the City of Salinas and CSG Consultants, Inc which was signed on February 7, 2023. Amendment No. 1 to Master Services Agreement for Professional Services Between the City of Salinas and CSG Consultants, Inc. was approved by the City Council of November 14, 2023. The changes are as follows:

1. DESCRIPTION OF CHANGES:

The following tasks are to be added to the contract:


MEI (Design Consultants) - Add Service #2	\$ 26,442.00
CSG Markup - Add Service #2	\$ 3,966.00

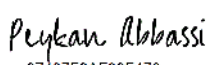
TOTAL AMOUNT PER THIS CHANGE ORDER: \$ 30,408.00

2. CHANGE IN CONTRACT:

Original contract amount was	\$ 236,929.00
Net Changes by Previous C.O's	\$ 17,560.00
Contract Sum Prior to this C.O.	\$ 254,489.00
Contract Change Sum by this C.O.....	\$ 30,408.00

TOTAL NEW CONTRACT AMOUNT \$ 284,897.00



Sr. Community Development Analyst
DocuSigned by:


97407F9AF39F476...
CSG Consultants Inc.

Director

11/23/23
Date

11/27/23
Date

cc: Rod Powel, Assistant Director
Francisco Brambila, Interim Planning Manager
Hilda Peralta, Community Development Analyst
Cyril Charles, P.E., Facility Program Director
Gelareh Jokar, Assistant Project Manager

Finance C.O. Done: _____

Staffing Plan and Cost Proposal for Design and Project Management Services for the Sherwood Recreation Center Project - Phase IV

		2023															TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST		
ROLE	STAFF	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15						
TASK 1.0: DESIGN PHASE																						
Principal Engineer	Peykan Abbassi	2.0	2.0	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	2.0	2.0	25	\$250.00		\$6,125.00	
Sr. Project Manager	Cyril Charles	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	120	\$235.00		\$28,200.00	
Sr. Engineers (Constructability Review)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	16	16	0	0	32	\$235.00		\$7,520.00	
Asst. Project Manager	Bronwyn Callero	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	30	\$140.00		\$4,200.00	
TASK 2.0: BID and AWARD																						
ROLE	STAFF	WK 16	WK 16	WK 16	WK 16																	
Principal Engineer	Peykan Abbassi	0	0	0	0													0	\$250.00		\$0.00	
Sr. Project Manager	Cyril Charles	4	4	4	4													16	\$235.00		\$3,760.00	
Asst. Project Manager	Bronwyn Callero	4	4	4	4													16	\$140.00		\$2,240.00	
TASK 3.0: CONSTRUCTION																						
ROLE	STAFF	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH						
Principal Engineer	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00		\$0.00	
Sr. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$235.00		\$0.00	
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00	
Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$165.00		\$0.00	
Asst. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00	
TASK 4.0: POST CONSTRUCTION																						
Construction Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00	
Document Control	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00	
TASK 5.0: NEPA and CEQA																						
Principal Environmental Planner	Glenn Lajoie	5	5	5	5	8	8	8	8	8	8	5	5	5	5	5	5	93	\$200.00		\$18,600.00	
Senior Planner	Lance Lowe	10	10	15	15	15	15	15	15	15	15	15	15	10	10	10	10	200	\$150.00		\$30,000.00	
Reimbursables		10	10	15	15	15	15	15	15	15	15	15	15	10	10	10	10	200	\$150.00		\$120.00	
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	0	35	35	25	25	25	145			\$100,765.00	
TASK 6.0: Sub-Consultant Cost																					TOTAL COST	
MEI (Design Consultants)																					\$136,164.00	
SUB-TOTAL																					\$136,164.00	
TASK 7.0: Additional Services																					TOTAL COST	
MEI (Design Consultants) CAD Backgrounds_Add Service No. 1 (includes \$146.30 travel fee)																					\$16,240.00	
CSG Markup on Add Service No. 1																					\$1,320.00	
MEI (Design Consultants) Misc Scope Changes_Add Service No. 2																					\$26,442.00	
CSG Markup on Add Service No. 2																					\$3,966.00	
TOTAL COST																					\$284,897.00	

- Notes:
- Overtime will be billed in accordance with our Master Agreement Fee Schedule.
 - Construction and Post-Construction Phase costs and staffing are not included and will be based on the estimated construction costs from the developed design.

\$ 30,408.00



12 October 2023

Mr. Cyril Charles
CSG Consultants, Inc
3707 W. Garden Grove Blvd, Ste 100
Orange, CA 92868
cyrilc@csgengr.com

Re: City of Salinas; Add Service 2, Misc scope changes at Sherwood Recreation Center
MEI Project # 821

Dear Cyril:

During our site visit of 8/16/23 and subsequent communication with the City, various changes to the original scope of the project have been made. This additional service is meant to capture the additional design costs anticipated by the Design team to assist with the completion of the project.

Sherwood Recreation Center:

1. During our previous site walks, we discussed and confirmed the removal of the abandoned stair and associated roof structure at the NE corner of the center. There is no added cost for this work.
2. During our 8/16/23 site visit, the City asked us to remove the existing CMU screen walls on the west side of the building in front of the multipurpose room on the west side and the Women's restroom and shower on the north side of the building. As part of this work, we agreed to add a parapet to the top of the women's restroom wing to match the existing CMU wall that will remain. We are requesting \$3,300 for RPM to perform structural analysis for this work, including the new parapet design, and 8 hours of principal time and 24 hours of draftsman time for the additional design work in these areas.
3. During our 8/16/23 site visit, we discussed removing the existing access door to the storage room on the west side of the facility and to replace the existing concrete paving on the south side of the facility with new concrete paving and trench drains. The original scope of work did not include repaving this area. We are requesting \$4,500 for RPM to perform civil work related to drainage and paving of this area and 3 hours of principal time and 12 hours of draftsman time for MEI to coordinate and incorporate these design changes.
4. During our 8/16/23 site visit, we took photos of the existing roof and rooftop equipment. It appears that the roof is in basically good shape and the water intrusion that we noted earlier was from improperly sealed skylights. We are not including any reroofing scope for the Sherwood Center in our project, but can advise the GC as to removing the existing skylights/curbs and reroofing this area at no additional cost.
5. Subsequent to our 8/16/23 site visit, there have been emails from the City discussing the possibility and desire to remove the existing painted wood shingles from the building and replacing them with another material. There was also the mention of the likelihood of Lead Based Paints being present on the wood, given the age of the facility. The City circulated previous surveys and removal specifications which we have responded to separately in an email to CSG and the City representatives. *Hazardous material*

removal is not included in our work scope and we recommend that CSG or the City contract separately for this scope of work; we are happy to provide access to our drawings/documents to any remediation professional. Regarding replacement of the existing wood shingles (which are in very poor shape and need replacement anyway) with a different material, the City has mentioned the need to go through NEPA/Environmental review for this project. We are including with this add service request, an allowance of 16 principal hours and 48 designer/draftsperson hours for design work with rendered elevations/perspectives for community/city review.

Add Service 2 Fees:

Classification	2022 Rate	
Principal	\$ 265.00	Michael Wang
Associate Principal	\$ 244.20	
PM	\$ 211.64	
PA	\$ 195.36	
JC	\$ 156.29	
Designer	\$ 136.75	Grace Lai
Graphics	\$ 123.73	
Admin	\$ 97.68	

		Total Hrs	Principal	PA	Draft
Add Service 2	\$ 18,642.01	107.5713	27	8	72.5713

Sherwood Recreation Center

RPM:	7,800.00
MEI	18,642.00
Total	\$ 26,442.00

Total Fee Summary Sherwood Recreation Center

	Add Service 2	Add Service 1	Base Contract	Total All fees
RPM	\$ 7,800.00	\$ 0.00	\$43,000.00	\$ 50,800.00
MEI	\$ 18,642.00	\$ 16,240.00	\$78,674.00	\$ 113,556.00
Groundworks	\$ 0.00	\$ 0.00	\$14,490.00	\$ 14,490.00
Total	\$ 26,442.00	\$ 16,240.00	\$136,164.00	\$178,846.00



Regards,

Michael Wang
Principal, MEI Architects

CITY OF SALINAS
COMMUNITY DEVELOPMENT DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT DIVISION

SHERWOOD RECREATION CENTER – PHASE IV

CONTRACT CHANGE ORDER NO. 3

Date: November 22, 2023
Project Name: Sherwood Recreation Center – Phase IV
Project Address: 920 N. Main Street, Salinas, CA 93901

The following changes to the original proposal executed on July 10, 2023, for the Design, Inspections, Project Management, Construction Management, Labor Compliance, and CEQA/NEPA Environmental Services for Sherwood Recreation Center - Phase IV are hereby incorporated. This proposal was executed in connection to the Master Services Agreement for Professional Services Between the City of Salinas and CSG Consultants, Inc which was signed on February 7, 2023. Amendment No. 1 to Master Services Agreement for Professional Services Between the City of Salinas and CSG Consultants, Inc. was approved by the City Council of November 14, 2023. The changes are as follows:

1. DESCRIPTION OF CHANGES:

The following tasks are to be added to the contract:


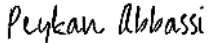

MEI (Design Consultants) - Add Service #3	\$ 16,838.00
CSG Markup - Add Service #3	\$ 1,650.00

TOTAL AMOUNT PER THIS CHANGE ORDER: \$ 18,488.00

2. CHANGE IN CONTRACT:

Original contract amount was	\$ 236,929.00
Net Changes by Previous C.O's	\$ 47,968.00
Contract Sum Prior to this C.O.	\$ 284,897.00
Contract Change Sum by this C.O.....	\$ 18,488.00

TOTAL NEW CONTRACT AMOUNT \$ 303,385.00

	<u>11/27/23</u>
Sr. Community Development Analyst	Date
<small>DocuSigned by:</small>	
	<u>11/27/23</u>
<small>97407F9AF39F478...</small>	Date
CSG Consultants Inc.	
	
C.O. Director	

cc: Rod Powel, Assistant Director
Francisco Brambila, Interim Planning Manager
Hilda Peralta, Community Development Analyst
Cyril Charles, P.E., Facility Program Director
Gelareh Jokar, Assistant Project Manager

Finance C.O. Done: _____

Staffing Plan and Cost Proposal for Design and Project Management Services for the Sherwood Recreation Center Project - Phase IV

		2023															TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST
ROLE	STAFF	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15				
TASK 1.0: DESIGN PHASE																				
Principal Engineer	Peykan Abbassi	2.0	2.0	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	2.0	2.0	25	\$250.00		\$6,125.00
Sr. Project Manager	Cyril Charles	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	120	\$235.00		\$28,200.00
Sr. Engineers (Constructability Review)	TBD	0	0	0	0	0	0	0	0	0	0	0	16	16	0	0	32	\$235.00		\$7,520.00
Asst. Project Manager	Bronwyn Callero	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	30	\$140.00		\$4,200.00
TASK 2.0: BID and AWARD																				
ROLE	STAFF	WK 16	WK 16	WK 16	WK 16															
Principal Engineer	Peykan Abbassi	0	0	0	0												0	\$250.00		\$0.00
Sr. Project Manager	Cyril Charles	4	4	4	4												16	\$235.00		\$3,760.00
Asst. Project Manager	Bronwyn Callero	4	4	4	4												16	\$140.00		\$2,240.00
TASK 3.0: CONSTRUCTION																				
ROLE	STAFF	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH				
Principal Engineer	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00		\$0.00
Sr. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$235.00		\$0.00
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00
Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$165.00		\$0.00
Asst. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00
TASK 4.0: POST CONSTRUCTION																				
Construction Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00
Document Control	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00
TASK 5.0: NEPA and CEQA																				
Principal Environmental Planner	Glenn Lajoie	5	5	5	5	8	8	8	8	8	8	5	5	5	5	5	93	\$200.00		\$18,600.00
Senior Planner	Lance Lowe	10	10	15	15	15	15	15	15	15	15	15	15	10	10	10	200	\$150.00		\$30,000.00
Reimbursables		10	10	15	15	15	15	15	15	15	15	15	15	10	10	10	200	\$150.00		\$120.00
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	35	35	25	25	25	145			\$100,765.00
TASK 6.0: Sub-Consultant Cost																	TOTAL COST			
MEI (Design Consultants)																	\$136,164.00			
SUB-TOTAL																	\$136,164.00			
TASK 7.0: Additional Services																	TOTAL COST			
MEI (Design Consultants) CAD Backgrounds_Add Service No. 1 (includes \$146.30 travel fee)																	\$16,240.00			
CSG Markup on Add Service No. 1																	\$1,320.00			
MEI (Design Consultants) Misc Scope Changes_Add Service No. 2																	\$26,442.00			
CSG Markup on Add Service No. 2																	\$3,966.00			
MEI (Design Consultants) Sherwood Recreation Center Exterior Skin Redesign_Add Service No. 3																	\$16,838.00			
CSG Markup on Add Service No. 3																	\$1,650.00			
TOTAL COST																	\$303,385.00			

- Notes:
1. Overtime will be billed in accordance with our Master Agreement Fee Schedule.
 2. Construction and Post-Construction Phase costs and staffing are not included and will be based on the estimated construction costs from the developed design.



27 September 2023

Mr. Cyril Charles
 CSG Consultants, Inc
 3707 W. Garden Grove Blvd, Ste 100
 Orange, CA 92868
cyrilc@csgengr.com

Re: City of Salinas; Add Service 3, Sherwood Recreation Center Exterior Skin Redesign
 MEI Project # 821

Dear Cyril:

During our site visit of 8/16/23 and subsequent communication with the City, discussions have focused on the removal of the original wood shingles from the Sherwood Recreation Center and replacing them with another material. This work will also include design options and presentations of renderings and options to the City for public review and CEQA review.

MEI's additional service #2 included some work relating to the redesign of the Sherwood Center, including the removal of the CMU screen walls and lead based paint removal issues. This additional service only addresses the additional work required for an extended design time including renderings and presentations for public and environmental review documentation. It is understood that the City of Salinas will address any exiting repairs to the main roof/skylights of the Sherwood Center. MEI will be responsible for any other roofing work associated with the redesign of the building exterior. Lead abatement work is not included in MEI's work scope; sampling and remediation drawings and specifications will be provided by others.

MEI's work is limited to principal and draftsperson hours. An additional 30 hours of principal time and 65 hours of draftsperson time in addition to the hours requested from Add Service #2.

Classification	2022 Rate	
Principal	\$ 265.00	Michael Wang
Associate Principal	\$ 244.20	
PM	\$ 211.64	
PA	\$ 195.36	
JC	\$ 156.29	Grace Lai
Designer	\$ 136.75	
Graphics	\$ 123.73	
Admin	\$ 97.68	

				Total Hrs	Principal	PA	Draft
Add Service 3	\$ 16,838.07			94.995	30		64.995

Add Service 3 Fees:

Sherwood Recreation Center

RPM:	0.00
MEI	16,838.00
Total	\$ 16,838.00

Total Fee Summary, Sherwood Recreation Center:

	Add Service 3	Add Service 2	Add Service 1	Base Contract	Total All fees
RPM	\$0.00	\$ 7,800.00	\$ 0.00	\$43,000.00	\$ 50,800.00
MEI	\$16,838.00	\$ 18,642.00	\$ 16,240.00	\$78,674.00	\$ 130,394.00
Groundworks	\$ 0.00	\$ 0.00	\$0.00	\$ 14,490.00	\$14,490.00
Total	\$16,838.00	\$ 26,442.00	\$ 16,240.00	\$136,164.00	\$195,684.00

Regards,

Michael Wang
Principal, MEI Architects

CITY OF SALINAS
COMMUNITY DEVELOPMENT DEPARTMENT
HOUSING AND COMMUNITY DEVELOPMENT DIVISOIN

SHERWOOD RECREATION CENTER – PHASE IV

CONTRACT CHANGE ORDER NO. 4 & 5

Date: January 22, 2024
Project Name: Sherwood Recreation Center – Phase IV
Project Address: 920 N. Main Street, Salinas, CA 93901

The following changes to the original proposal executed on July 10, 2023, for the Design, Inspections, Project Management, Construction Management, Labor Compliance, and CEQA/NEPA Environmental Services for Sherwood Recreation Center - Phase IV are hereby incorporated. This proposal was executed in connection to the Master Services Agreement for Professional Services Between the City of Salinas and CSG Consultants, Inc which was signed on February 7, 2023. Amendment No. 1 to the Master Services Agreement for Professional Services Between the City of Salinas and CSG Consultants, Inc. was approved by the City Council of November 14, 2023. The changes are as follows:

1. DESCRIPTION OF CHANGES:

The following tasks are to be added to the contract:

Soar Environmental (Biological Memo) – Additional Service No.4.....	\$ 5,756.50
M3 Environmental (Hazmat Report) – Additional Service No.5	\$ 11,450.00


TOTAL AMOUNT PER THIS CHANGE ORDER:.....\$ 17,206.50

2. CHANGE IN CONTRACT:

Original contract amount was	\$ 236,929.00
Net Changes by Previous C.O's	\$ 66,456.00
Contract Sum Prior to this C.O.....	\$ 303,385.00
Contract Change Sum by this C.O.	\$ 17,206.50

TOTAL NEW CONTRACT AMOUNT\$ 320,591.50


DocuSigned by:


E8AEBDD7B7AB43D

1/22/2024 | 1:39 PM PST

Sr. Community Development Analyst (Or Designee)Date


DocuSigned by:


3D4F4A8A84D54A8...

1/22/2024 | 5:43 PM PST

Community Development Director (Or Designee)Date

DocuSigned by:


67467F9AF30F476...

1/22/2024 | 3:35 PM PST

Peykan Abbassi, PE (CSG Consultants Inc.)Date

cc: Rod Powel, Assistant Director
Francisco Brambila, Acting Planning Manager
Cyril Charles, P.E., Facility Program Director
Gelareh Jokar, Assistant Project Manager

Finance C.O. Done: _____

Staffing Plan and Cost Proposal for Design and Project Management Services for the Sherwood Recreation Center Project - Phace IV

		2023															TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST
ROLE	STAFF	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15				
TASK 1.0: DESIGN PHASE																				
Principal Engineer	Peykan Abbassi	2.0	2.0	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	2.0	2.0	25	\$250.00		\$6,125.00
Sr. Project Manager	Cyril Charles	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	120	\$235.00		\$28,200.00
Sr. Engineers (Constructability Review)	TBD	0	0	0	0	0	0	0	0	0	0	0	16	16	0	0	32	\$235.00		\$7,520.00
Asst. Project Manager	Bronwyn Callero	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	30	\$140.00		\$4,200.00
TASK 2.0: BID and AWARD																				
ROLE	STAFF	WK 16	WK 16	WK 16	WK 16															
Principal Engineer	Peykan Abbassi	0	0	0	0												0	\$250.00		\$0.00
Sr. Project Manager	Cyril Charles	4	4	4	4												16	\$235.00		\$3,760.00
Asst. Project Manager	Bronwyn Callero	4	4	4	4												16	\$140.00		\$2,240.00
TASK 3.0: CONSTRUCTION																				
ROLE	STAFF	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH				
Principal Engineer	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00		\$0.00
Sr. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$235.00		\$0.00
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00
Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$165.00		\$0.00
Asst. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00
TASK 4.0: POST CONSTRUCTION																				
Construction Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00
Document Control	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00
TASK 5.0: NEPA and CEQA																				
Principal Environmental Planner	Glenn Lajoie	5	5	5	5	8	8	8	8	8	8	5	5	5	5	5	93	\$200.00		\$18,600.00
Senior Planner	Lance Lowe	10	10	15	15	15	15	15	15	15	15	15	15	10	10	10	200	\$150.00		\$30,000.00
Reimbursables		10	10	15	15	15	15	15	15	15	15	15	15	10	10	10	200	\$150.00		\$120.00
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	35	35	25	25	25	145			\$100,765.00

TASK 6.0: Sub-Consultant Cost																	TOTAL COST			
MEI (Design Consultants)																	\$136,164.00			
SUB-TOTAL																	\$136,164.00			
TASK 7.0: Additional Services																	TOTAL COST			
MEI (Design Consultants) CAD Backgrounds_Add Service No. 1 (includes \$146.30 travel fee)																	\$16,240.00			
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CSG Markup on Add Service No. 3																	\$1,650.00			
Soar Environmental (Bio Memo) - Aditonal Service No. 4																	\$5,756.50			
M3 Environmental (Hazmat Report) - Additional Service No. 5																	\$11,450.00			
TOTAL COST																	\$320,591.50			

Notes:

1. Overtime will be billed in accordance with our Master Agreement Fee Schedule.

2. Construction and Post-Construction Phase costs and staffing are not included and will be based on the estimated construction costs from the developed design.



Proposal:

Revised: Biological Resources Technical Memo

Sherwood Recreation Center

920 N. Main Street,

Salinas, CA 93906

APN: 003-231-002-000



Proposal For:

Gelareh Jokar

Assistant Project Manager

CSG Consultants, Inc.

550 Pilgrim Drive, Foster City, CA 94404

gelarehj@csgengr.com

650.522.2500 main

657.229.2883 Cell

Prepared by:





Statewide in Sacramento, Bakersfield, and
Corporate Headquarters at: 1322 E. Shaw Avenue
#400, Fresno, California 93710

Letter of Introduction and Commitment

10.16.23

Gelareh Jokar
Assistant Project Manager
CSG Consultants, Inc.
550 Pilgrim Drive, Foster City, CA 94404

RE: Revised Proposal - Biological Resources Technical Memo

Hello Gelareh,

We genuinely appreciate being awarded this project for the City of Salinas. I have received the City request for a revised RFP for the biological resources technical memo for the Sherwood Recreational Center project in Salinas.

On the following pages, I provide the revised Scope and Project Budget. We are committed to partnering with you and the City throughout the process.

I, our team of scientists, and the rest of the Soar Environmental Team look forward to collaborating with you to ensure the highest quality of work. When you approve our proposal, you can sign the agreement, and we can get started immediately. If you have any questions, please call me any time. Thank you!

Most Sincerely,

A handwritten signature in black ink that reads "Jon K Sarquis".

Jon K Sarquis
Sr. Marketing Manager
Soar Environmental Consulting, Inc.
O 916-936-8287 Extension 1 / M-559-760-3758



Statewide in Sacramento, Bakersfield, and
Corporate Headquarters at: 1322 E. Shaw Avenue
#400, Fresno, California 93710

Project Description

The City of Salinas (Client) seeks to remodel the Sherwood Park Recreation Center. This action using federal funds has triggered a requested biological resources technical memo of the construction site per NEPA. Soar Environmental Consulting, Inc. (Soar) will provide the technical memo satisfying NEPA compliance surveying for federally listed species and providing a memo and any suggested mitigation measures. The project site is approximately 1 acre surrounding the construction site within APN 003-231-002-000 with the street address of 920 N. Main Street, Salinas, CA 93609.

Key Issues

There are a lot of old-growth Eucalyptus trees surrounding the construction site with the potential for nesting birds.

Scope of Work:

Task 1.1 Biological Resources Desktop Review

Soar Environmental will review background materials focused on relevant information related to sensitive habitats, special status plants and animals, and other unique biotic resources known to occur within the Project area. The review will include, in this case, a review of the USFWS IPaC system, CNDDB, California Native Plant Society's Inventory of Rare and Endangered Plants of California, relevant technical reports of flora and fauna within the Project vicinity and any appropriate planning documents.



Task 1.2 – Onsite Survey

A Soar Environmental biologist will conduct an onsite visit to survey biological Resources. Survey within the Site's boundary to determine potential habitat for federally listed special status species. This work will be performed at a level of effort sufficient to identify the existing biological resources on the Site, and habitats suitable for special status species. The survey will be conducted per USFWS and California regulations and standard industry practices.

Task 1.3 - Biological Resources Technical Memo and Peer Review

The Soar Environmental biologist will prepare a memo characterizing biological resources within the subject property site and evaluating potential project-related impacts on said resources. The memo will identify potential biotic habitats and a summary of findings, potential project-related impacts on sensitive biological resources that could be considered significant under NEPA, and recommendations for Mitigation Measures for future potential species protection.



Statewide in Sacramento, Bakersfield, and
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#400, Fresno, California 93710

Key Assumptions

1. The Client will approve entry to the Project site to conduct work promptly.
2. Consultation outside of the Memo is outside the scope of this contract.
3. Additional consultation and/or permits are not considered in this scope.
4. Any additional consultation will be considered time and material at the staff rate per Attachment B.
5. The Client is responsible for permitting and/or governmental filing fees.
6. Any meetings needed with agencies will be attended as T&M according to the rate sheet in Attachment B.
7. This proposal assumes only the 'survey area' outlined in the figure above will be studied and reported.
8. The Biological Memo will require at least one site visit.
9. A Wetland Delineation or any subsequent permit applications are outside the scope of this proposal.

Schedule

Soar Environmental will schedule this project promptly. The memo will be delivered 15 business days after the site visit.

Project Compensation

The Client agrees to compensate Soar Environmental as described below:

- The Client authorizes Soar Environmental to proceed with the Scope of Work on a not to exceed project budget of \$5,756.50. (Attachment A and B). Paid within 30 days of receipt of the invoice.

Invoices

Invoices will be submitted monthly for all hours, or a portion worked. All invoices are due and payable within 30 days following receipt. A late fee of 5% per annum may be charged for any amounts due and unpaid.

Termination

Either party may cancel this agreement with a 30-day written notice to the other party. Any compensation earned but unpaid and/ or outstanding amounts shall continue as an obligation of Client to Soar following the termination of this agreement.

Arbitration Clause

Both parties shall first attempt to settle claims and disputes under or relating to this agreement through a third-party arbitrator in the State of California mutually agreeable to both parties.

Fees and Litigation

Should Soar Environmental be required to participate in litigation on behalf of Client, Client shall pay Soar Environmental based upon the hourly rates outlined in the Staffing Rate Plan (Attachment B) of this Agreement.

Approval

By executing this contract, the signing party represents that they have the authority to enter into this agreement for the Project on behalf of the Client and agree to the terms of this Services Agreement, including the scope of work and the compensation above.

City of Salinas

C/O Gelareh Jokar

Assistant Project Manager

CSG Consultants, Inc.

550 Pilgrim Drive, Foster City, CA 94404

By: _____ Date: _____

Name:

Title:

Soar Environmental Consulting, Inc.

Corporate Headquarters:

1322 E. Shaw Avenue, Fresno, CA 93710

C/O Michael J. Murphy, Principal/CEO

By: 
Name: Michael J. Murphy

Date: 10.16.23

Title: Principal/CEO



Statewide in Sacramento, Bakersfield, and
Corporate Headquarters at: 1322 E. Shaw
Avenue #400, Fresno, California 93710

Attachment A - Project Budget

Project Budget		
1.1 to 1.3	Biological Resources Technical Memo	\$5,756.50

Attachment B - Staffing Rates

Position/Role	Hourly Rate
Principal	
Principal/ CEO	\$225
Project Management/Team Lead	
Program Manager-QA/QC	\$185
Project Manager - Coordination	\$180
Technical Experts	
Senior Geologist	\$180
Professional Engineer	\$180
Senior Register Professional Archaeologist	\$165
Environmental Planner	\$130
Environmental Scientist	\$120
Certified Wildlife Biologist	\$145
Cultural Resource Specialist	\$95.00
Environmental Analyst	\$90.00



Statewide in Sacramento, Bakersfield, and
Corporate Headquarters at: 1322 E. Shaw
Avenue #400, Fresno, California 93710

Key Team Members For Your Project

Soar Environmental comprises biologists, archaeologists, geologists, environmental scientists, cultural resources specialists, environmental consultants, project managers, program managers, and planners in Fresno and from multiple California regions. Therefore, we understand the prevalent issues surrounding environmental resources within the local and regional areas and have direct experience with the requirements statewide. In addition, our team has longstanding regional agency relationships and can tailor environmental documents and studies that ensure compliance and address each agency's unique concerns.



Michael J. Murphy
Chief Executive Officer/ Lead
Environmental Oversight
Program Manager

Michael is the Principal/CEO of Soar Environmental with over 18 years of firsthand experience providing leadership, environmental management, program management, license negotiation and permitting negotiations and implementation, and practical consulting support for clients across California.



Travis Albert
Senior Wildlife Biologist

Travis has 15 years of experience conducting biological surveys and monitoring for different public and private agencies. He is well versed in wetland delineation studies, CEQA/NEPA Plant and Animal Biological Resources Assessments, Botanical studies, and collecting and analyzing data using ArcGIS, AGOL, Avenza, Survey 123, and Collector apps. He is also experienced with survey techniques and protocols for special-status species of plants, mammals, raptors, other nesting birds, amphibians, fish, and their associated habitats.



Danielle Aparicio
Staff Biologist

Danielle specializes in animal behavior, biological monitoring, wildlife species surveys, habitat assessments, wetland delineations, biological resources assessments, and jurisdictional delineations, with over five years of experience in the field. She is a USFWS-approved General Biological Monitor for San Joaquin Kit Fox, California Tiger Salamander, and Tipton Kangaroo Rat. In addition, she is a CDFW-approved General Biological Monitor for Swainson's Hawk and San Joaquin Kit Fox, all within Construction Package 2-3 of the California High-Speed Rail Project.



Casey Stewman
Sr Ecologist

With over 20 years of experience, Casey is the Soar Environmental Waters leader. His robust work includes wetland delineations on public and private lands, Federal and State permitting leadership, CEQA/NEPA ecology, botany, and wildlife biology. He manages projects, including biological risk assessment, federal and state property acquisition coordination, and restoration ecology.



Statewide in Sacramento, Bakersfield, and
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Avenue #400, Fresno, California 93710



Jon Sarquis
Sr. Marketing Manager

With several years of insightful leadership, Jon has a senior role with our environmental team. His experience includes project coordination with clients, public agency planning leaders, and state and federal agency leaders. Jon provides genuineness, expertise, dedication, and drive for the prompt delivery of services for our partners. Jon began his career as a broadcaster and transitioned to corporate marketing to assist firms in reaching their full potential. His entry into the environmental community has been met with a true appreciation for his people-first orientation, winning track record, positive attitude, and environmental savvy.



Joe Bashore
Environmental Planner

With over six years of environmental planning, consulting, and project management, Joe guides projects through the CEQA process from beginning to completion. He currently coordinates and writes environmental impact sections for Soar Environmental projects. He is also involved with projects requiring NEPA experience, local, regional, state, and federal permitting, traffic trip and VMT analysis, and client relations.



September 27, 2023

City of Salinas
C/o Gelareh Jokar
Assistant Project Manager
CSG Consultants
550 Pilgrim Drive
Foster City, CA 94404
650.522.2500 (t)

gelarehj@csgengr.com

Subject: Proposal for a Hazardous Materials Inspection Services for the Sherwood Recreation Center Located at 920 N. Main Street in Salinas, California.
Proposal Number: 233668

Dear Ms. Jokar:

M³ Environmental LLC (M³) is pleased to present this proposal to provide a hazardous materials inspection (primarily asbestos containing materials [ACM] and lead-containing paint [LCP]) prior to Phase 3 renovations of the Sherwood Recreation Center located at 920 North Main Street in Salinas, California. This proposal is based on information provided via telephone and e-mail from you.

Project Understanding

M³ understands that the facility is mostly vacant, and you are requesting a complete inspection including all interior, exterior and roofing materials. All accessible building materials in the building will be sampled. Plans have been provided. All interior and exterior materials will be inspected, including the roofs.

Scope of Work

This proposal presents the services needed to successfully complete this project based on the above understanding. M³ will provide the following services to successfully complete this project:

- Conduct a walk-through inspection of the building to delineate the scope of work, and to sample suspect ACM and LCP. Sampling will be destructive in nature. M³ will not patch sample locations.
- Analyze collected samples in an American Hygiene Association-accredited laboratory using polarized light microscopy (PLM) for asbestos and flame atomic absorption (FAA) for lead. Samples will be analyzed on a three-day turnaround.
- We will check for other hazardous material such as PCB containing ballasts and mercury containing light tubes and thermostats.
- Prepare and submit a written report for the site at the completion of the project that will include field floor plans showing sample locations, laboratory documentation for all samples collected, and recommendations as appropriate.

Fees

All services described will be provided for a **fee of \$11,450.00** based on the following schedule:

Staff/Expense	Budget	Unit	Total
Principal Consultant	4 hours	\$250/hour	\$1,000.00
Staff Environmental Consultant (Includes prep, travel, survey, report writing)	40 hours	\$125/hour	5,000.00
Clerical	2 hours	\$85/hour	170.00
Asbestos Bulk (PLM) Samples (3-day turnaround)	150 samples	\$18/each	2,700.00
Asbestos roof core samples (3-day turnaround)	20 samples	\$24/each	480.00
Lead Bulk (FAA) Samples (3-day turnaround)	80 samples	\$20/each	1,600.00
FedEx, copies, supplies, etc.			500.00
Inspection Total Fee			\$11, 450.00

- This inspection does not include point counting for asbestos or lead waste profiling.
- Some damage to building materials will be caused by sampling activities.
- Sample locations will not be repaired.
- Only areas that can be safely entered/accessed will be inspected.

Limitations

Although a reasonable effort will be made to identify suspect materials, this does not guarantee that all possible sources of hazardous materials will be identified as certain building materials may be inaccessible or hidden by walls, flooring, partitions, etc. During demolition or renovation operations, building materials may be uncovered that may be suspect. These materials should be sampled and identified before activities resume.

Thank you for the opportunity to submit our proposal to you. If this proposal is acceptable, please sign and return the attached Proposal Acceptance and Terms to our office. We look forward to working with you on this project. If you have any questions, please call me at 831.649.4623.

Sincerely,
M³ Environmental LLC



Chris G. Gatward, CAC, CMC
Principal

CGG/

Attachment – Proposal Acceptance and Terms

ACCEPTANCE

The above proposal is acceptable and within the approval authority of the undersigned. This acknowledgment shall have the force and effect of a Notice to Proceed and for M³ to provide the proposed services in accordance with written rates, based on the following terms:

M³ Environmental LLC Terms

An invoice for M³ Environmental LLC (M³) services will be submitted monthly, or at the completion of the project. Invoices shall be payable within 30 days of the invoice date.

Accounts unpaid 30 days after the invoice date will be subject to interest at an annual rate of ten percent (10%) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees and court costs. Accounts unpaid over 90 days will be closed and the balance will be due immediately and before any further work is done.

Client hereby agrees that any claims or disputes arising between M³ and the Client shall be submitted to non-binding mediation before resorting to court action. The Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless M³, its officers, directors, employees, and agents from and against all damage, liability, and cost, including attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services to be performed under this agreement. If, for any dispute or claim to which this paragraph applies, any party commences an action in court without first attempting to resolve the matter through mediation or refuses to mediate after a request to do so has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in such action.

The Client waives to the fullest extent permitted by law, its rights and agrees to defend, indemnify, and hold harmless M³, its officers, directors, employees, and agents with respect to any and all claims for injury or loss sustained by any party as the result of the exposure to, or from the presence of, any hazardous substance, constituent, or condition at the job site.

The Client agrees that, to the fullest extent permitted by law, M³'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes whatsoever, shall not exceed M³'s total fees for this project.

This agreement may be terminated by the Client or M³ should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay M³'s for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Project-specific documents and data produced by M³ under this Agreement shall, upon receipt of final payment for services hereunder, become the property of Client. Upon delivery of the documents and data to Client, M³ shall have no further obligation to retain the documents and data. Client agrees that any documents or data are not intended or represented by M³ to be suitable for use or reliance beyond the original scope or purposes they were originally prepared for or for anyone except the Client. Any such use is prohibited.

The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by M³ to subpoenas issued by any party, in connection with any legal or administrative proceeding in which M³ is not named as a party, relating to work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served. Expenses pursuant this paragraph and for which Client is responsible, include, but are not limited to, those set forth above plus those for travel, mileage charges, advice of legal counsel, and attorney's preparation of witnesses.

If at any time either M³ or Client institutes any action or proceeding against the other relating to the provisions of this agreement or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorney fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or mediator in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

With respect to its own activities in performing Services, M³ shall take safety precautions required by federal, state, and local laws, rules, regulations, statutes, or ordinances. Should Client or his contractors be conducting activities on the Site(s), M³ shall not, except as expressly provided otherwise, be responsible for site safety and shall have no right to direct or stop the work of Client or its contractors, agents, or employees.

The Client acknowledges and agrees that M³ has neither created, nor contributed to any hazardous or dangerous materials or conditions at the job site.

City of Salinas

Signature

Name (Please Print)

Title

Date

P.O. Number


City of Salinas
Asbestos & Lead Inspection
Sherwood Recreation Center
M³ Proposal 233668



City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

65 W. Alisal Street, 2nd Floor • Salinas, California 93901
(831) 758-7387 • (831) 775-4258 (Fax) • www.ci.salinas.ca.us

Memorandum

Date: January 22, 2024
To: Cyril Charles, P.E., CSG Facility Program Director
From: Luis Ochoa, Sr. Community Development Analyst *L.O.*
Subject: **Sherwood Recreation Center – Phase IV – Change Orders 4, 5, and 6**

The Housing and Community Development Division can process and approve the change orders below in relation to the Sherwood Recreation Center – Phase IV Project:

Soar Environmental (Biological Memo) – Additional Services No. 4	\$5,756.50
M3 Environmental (Hazmat Report) – Additional Services No. 5	\$11,450.00
Total	\$17,206.5

On November 14, 2023, City Council approved Amendment No. 1 to the Master Services Agreement for Professional Services Between the City of Salinas and CSG Consultants, Inc. Amendment No. 1 authorized \$322,378.00 for CSG for the Sherwood Recreation Center – Phase IV. As of the date of this Memo, there will not be sufficient funds to process the change orders below. Housing and Community Development Division will go back to City Council at the earliest convenience and request additional funds to fully fund and authorize the change orders below:

CSG Project Management & Consultant Administration - Additional Service 4	\$2,240.00
CSG Project Management & Consultant Administration - Additional Service 5	\$2,240.00
CSG Project Management & Consultant Administration -Additional Service 6 (Roof Testing)	\$4,480.00
Total	\$8,960

Thank you for your assistance on this project. Should you have any questions regarding this Memo, please feel free to contact me at luis.ochoa@ci.salinas.ca.us or via phone at (831) 758-7338.

CC:
Peykan Abbassi, PE, Vice President (CSG)
Gelareh Jokar, Assistant Project Manager (CSG)
Francisco Brambila, Acting Planning Manager
Rod Powell, Assistant Director

Staffing Plan and Cost Proposal for Design and Project Management Services for the Sherwood Recreation Center Project

		2023															TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST
ROLE	STAFF	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15				
TASK 1.0: DESIGN PHASE																				
Principal Engineer	Peykan Abbassi	2.0	2.0	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	2.0	2.0	25	\$250.00		\$6,125.00
Sr. Project Manager	Cyril Charles	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	120	\$235.00		\$28,200.00
Sr. Engineers (Constructability Review)	TBD	0	0	0	0	0	0	0	0	0	0	0	16	16	0	0	32	\$235.00		\$7,520.00
Asst. Project Manager	Bronwyn Callero	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	30	\$140.00		\$4,200.00
TASK 2.0: BID and AWARD																				
ROLE	STAFF	WK 16	WK 16	WK 16	WK 16															
Principal Engineer	Peykan Abbassi	0	0	0	0												0	\$250.00		\$0.00
Sr. Project Manager	Cyril Charles	4	4	4	4												16	\$235.00		\$3,760.00
Asst. Project Manager	Bronwyn Callero	4	4	4	4												16	\$140.00		\$2,240.00
TASK 3.0: CONSTRUCTION																				
ROLE	STAFF	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH				
Principal Engineer	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00		\$0.00
Sr. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$235.00		\$0.00
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00
Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$165.00		\$0.00
Asst. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00
TASK 4.0: POST CONSTRUCTION																				
Construction Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00
Document Control	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00
TASK 5.0: NEPA and CEQA																				
Principal Environmental Planner	Glenn Lajoie	5	5	5	5	8	8	8	8	8	8	5	5	5	5	5	93	\$200.00		\$18,600.00
Senior Planner	Lance Lowe	10	10	15	15	15	15	15	15	15	15	15	15	10	10	10	200	\$150.00		\$30,000.00
Reimbursables		10	10	15	15	15	15	15	15	15	15	15	15	10	10	10	200	\$150.00		\$120.00
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	35	35	25	25	25	145			\$100,765.00

TASK 6.0: Sub-Consultant Cost		TOTAL COST
MEI (Design Consultants)		\$136,164.00
SUB-TOTAL		\$136,164.00
TASK 7.0: Additional Services		TOTAL COST
MEI (Design Consultants) CAD Backgrounds_Add Service No. 1 (includes \$146.30 travel fee)		\$16,240.00
CSG Markup on Add Service No. 1		\$1,320.00
MEI (Design Consultants) Misc Scope Changes_Add Service No. 2		\$26,442.00
CSG Markup on Add Service No. 2		\$3,966.00
MEI (Design Consultants) Sherwood Recreation Center Exterior Skin Redesign_Add Service No. 3		\$16,838.00
CSG Markup on Add Service No. 3		\$1,650.00
Soar Environmental (Bio Memo)_Add Service No.4		\$5,756.50
CSG Project Management & Consultant Admin on Add Service No. 4 (16h @ \$140/hour)		\$2,240.00
M3 Environmental (Hazmat Report)_Add Service No.5		\$11,450.00
CSG Project Management & Consultant Admin on Add Service No. 5 (16h @ \$140/hour)		\$2,240.00
CSG Consultant Outreach and Coordination for Roof Testing (32h @\$140/hour) - Add Service No. 6		\$4,480.00
TOTAL COST		\$329,551.50

- Notes:
- Overtime will be billed in accordance with our Master Agreement Fee Schedule.
 - Construction and Post-Construction Phase costs and staffing are not included and will be based on the estimated construction costs from the developed design.

Total Approved by City Council: \$ 322,378