

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, May 5, 2026

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Dennis Donohue

Councilmembers:

Jose Luis Barajas, District 1 - Tony Barrera, District 2

Margaret D'Arrigo, District 3 - Gloria De La Rosa, District 4

Andrew Sandoval, District 5 - Aurelio Salazar, District 6

Rene Mendez, City Manager

Christopher A. Callihan, City Attorney

City Clerk's Office: (831) 758-7381

TELECONFERENCE NOTICE

Pursuant to California Government Code Section §54953, this meeting will include teleconference participation by Councilmember Tony Barrera from Avenida Olas Altas 79 Sur Mazatlán, Sinaloa, Mexico. The teleconference location shall be accessible to the public in accordance with the law.

ZOOM WEBINAR PARTICIPATION

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

<https://cityofsalinas.zoom.us/j/81634381048>

To participate telephonically, call any number below:

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

Webinar ID: 816 3438 1048

If prompted to enter a participant ID, press #.

PLEDGE OF ALLEGIANCE**ROLL CALL****CONSIDERATION**

ID#26-191 Consider approving an extended leave of absence for Council member Barajas pursuant to Charter Section 6.2.

Recommendation: Approve an extended leave of absence for Council member Barajas.

CLOSED SESSION

*Receive public communications from the audience on Closed session items.
The City Council will recess to closed session pursuant to:*

ID#26-190

a. Labor Negotiations - California Government Code Section §54957.6 with its designated labor representatives Rene Mendez, City Manager; Lisa G. Murphy, Assistant City Manager; Christopher A. Callihan, City Attorney; Katherine Hogan, Assistant City Attorney; Selina Andrews, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Human Resources Manager; and Che Johnson, Liebert Cassidy Whitmore, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU, Association of Management Personnel, Police Officers Association, Police Management Association, International Association of

Firefighters, Fire Supervisors Association, Confidential Non-Management Employees, Confidential Management Employees, and Department Directors.

THE CITY COUNCIL WILL RECONVENE IN THE ROTUNDA AT 4:30 P.M.

NEW EMPLOYEE WELCOME AND PROMOTIONS

PROCLAMATION

Asian American, Native Hawaiian, & Pacific Islander Heritage Month, May 2026
National Military Appreciation Month, May 2026
Small Business Week, May 3-9, 2026

PUBLIC COMMENT PROCEDURES

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

GENERAL PUBLIC COMMENTS

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

CALIFORNIA GOVERNMENT CODE §84308 - LEVINE ACT

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

PUBLIC HEARINGS

[ID#26-159](#)

Annual Position Vacancy Update and Recruitment and Retention Efforts

Recommendation: No action required. Receive the presentation for informational purposes only during the public hearing at which time the City will report on workforce vacancies, recruitment and retention efforts consistent with Assembly Bill (AB) 2561 (Government Code Section 3502.3).

ADMINISTRATIVE REPORTS

[ID#26-163](#)

Salinas Fire Department Annual Report 2025

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

CONSENT AGENDA

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

[ID#26-189](#)**Minutes**

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

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

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

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

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

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

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

[ID#26-177](#)**Peregrine Technologies Software Subscriptions**

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

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

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

CITY MANAGER'S REPORT

Receive brief oral report from the City Manager.

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

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

ADJOURNMENT - 6:00 P.M.

Patricia M. Soratos, City Clerk

AGENDA MATERIAL / ADDENDUM

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

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

PUBLIC NOTIFICATION

This agenda was posted on May 1, 2026 in the Salinas Rotunda and City's website.

Meetings are streamed live at <https://salinas.legistar.com/Calendar.aspx>, televised live on Comcast Channel 25 and on <http://www.youtube.com/thesalinaschannel> at 4:00 p.m.

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



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Legislation Text

File #: ID#26-191, Version: 1

Consider approving an extended leave of absence for Council member Barajas pursuant to Charter Section 6.2.

Approve an extended leave of absence for Council member Barajas.



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Legislation Text

File #: ID#26-159, **Version:** 1

Annual Position Vacancy Update and Recruitment and Retention Efforts

No action required. Receive the presentation for informational purposes only during the public hearing at which time the City will report on workforce vacancies, recruitment and retention efforts consistent with Assembly Bill (AB) 2561 (Government Code Section 3502.3).



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: MAY 5, 2026

DEPARTMENT: HUMAN RESOURCES

FROM: MARINA HORTA-GALLEGOS, DIRECTOR

BY: MARIA AVILA, SENIOR HUMAN RESOURCES ANALYST
DARLENNE BIRRUETA, HUMAN RESOURCES ANALYST

TITLE: ANNUAL POSITION VACANCY UPDATE AND RECRUITMENT
AND RETENTION EFFORTS

RECOMMENDED MOTION:

Receive the presentation for informational purposes only during the public hearing at which time the City will report on workforce vacancies, recruitment and retention efforts consistent with Assembly Bill (AB) 2561 (Government Code Section 3502.3). No action is required.

EXECUTIVE SUMMARY:

AB 2561 requires public agencies, including the City of Salinas, to present the status of vacancies and recruitment and retention efforts during a public hearing once per fiscal year. This report along with the public presentation discusses the City's legal obligations under the new law, which took effect January 1, 2025. The City's recognized employee organizations will be provided with an opportunity to make a presentation on such subjects as consistent with the new law.

BACKGROUND:

AB 2561 was introduced to address the issue of job vacancies in local government, which adversely affects the delivery of public services and employee workload. Among other requirements, the bill mandates that public agencies present the status of vacancies and recruitment and retention efforts during a public hearing before the agency's governing body at least once per fiscal year prior to the adoption of the next fiscal year's budget and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process. The bill was enacted into law and is codified as Government Code section 3502.3, effective January 1, 2025.

In compliance with AB 2561, the City is required to do the following:

1. Conduct a Public Hearing: At least once each fiscal year, at a public hearing before the City Council, the City shall present information regarding the status of vacancies and recruitment and retention efforts and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.
2. Allow Employee Organization Participation: The recognized employee organization for each bargaining unit at the City shall be entitled to make presentations during the public hearing concerning vacancies and recruitment and retention efforts.
3. Additional Reporting for High Vacancy Rates: If vacancies within a single bargaining unit meet or exceed 20% of authorized full-time positions in that bargaining unit, upon request of the recognized employee organization for that bargaining unit, the City must provide additional information during the public hearing, including the following: (1) the total number of vacancies; (2) the number of applicants; (3) the average time to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit. (Gov. Code § 3502.3(c).)

VACANCIES

For purposes of this report and vacancy tracking, every regular position was counted including frozen, unassigned and over hire positions. Data was secured from calendar year 2025. On December 31, 2025, there were 668 authorized positions. Of the authorized positions, 75 were vacant. For calendar year 2025, the City’s collective annual average percentage of vacancies for regular, positions was 11.21%

During calendar year 2025, there were 125 vacancies created by promotions, transfers, retirements, separations and position reconciliations. During this same time, 122 vacancies were filled. The average time to fill a position was 183.47 days. Time to fill is tracked from the first day of vacancy until day filled. Some delays in filling positions include extensive background investigations, candidate relocation, position swaps for new or different positions, candidates declining job offers, and/or job description updates.

The table below provides some context regarding the vacancies that occurred in 2025.

Reason for Vacancy	Vacancies
Retirements	12
Voluntary Separations	31
Internal Promotions	43
Other (involuntary and medical separation, position reconciliation, death)	39

Employee units were tracked as listed below and the chart reflects vacancies as of December 31, 2025. The table also reflects that the Confidential Management, Police Management Association,

and Service Employees International Union (SEIU) Crew Supervisors had a vacancy rate of 20% or greater. Confidential Management includes professional staff managing and supervising personnel and/or programs. A list of vacancies in Confidential Management as of December 31, 2025, is included in Exhibit A. Police Management Association includes police sergeants and police commanders. Eligibility lists were established in March of 2025 for both positions. Crew Supervisors had two vacancies at the end of 2025, Urban Forestry Crew Supervisor and Wastewater Crew Supervisor. Both recruitments were in progress at the end of 2025. There were three positions that were unassigned as of December 31, 2025. They include two positions in the police department that were added after the fiscal budget was adopted and one position in Information Systems Technology. The two police department positions were in the job description development stage at the end of 2025.

Groups	Vacancies	FTEs	% of Vacancies
Service Employees International Union (SEIU) Crew Supervisors	2	7	28.57%
Confidential Management	4	15	26.66%
Police Management Association	6	30	20%
Association of Management Personnel of Salinas (AMPS)	15	82	18.29%
Salinas Municipal Employees Association (SMEA)	28	198	14.14%
Salinas Police Officers Association (SPOA)	12	129	9.3%
International Association of Firefighters (IAFF)	3	93	3.22%
Service Employees International Union (SEIU) Blue Collar	2	79	2.53%
Confidential Miscellaneous	0	13	0%
Executive Group	0	10	0%
Fire Supervisors Association (FSA)	0	7	0%

RECRUITMENT AND RETENTION EFFORTS

The City continues to employ various recruitment strategies and outreach to ensure vacancies are broadly advertised and accessible to qualified candidates. Vacancies are posted on the City’s official website and the NEOGOV recruitment portal, as well as industry-specific job boards for positions that are difficult to fill.

Recruitment and retention challenges include limited applicant pool for some positions, private sector competition, recruitment length, compensation, remote work requests and background investigations. To address these obstacles, the City is finalizing a remote work policy; has expanded its presence at community and school job and resource fairs; received applicant feedback and is developing a Frequently Asked Questions (FAQ) information page on the Human Resources website; and has revised processes that may potentially be considered employment barriers. Human Resources will continue to think of innovative ways to widen applicant pools and shorten hiring times. During calendar year 2025, alternate testing hours were made available to applicants and simultaneous oral boards were held to accommodate larger applicant pools and shorten the time applicants waited for an oral board for public safety and non-public safety positions.

CEQA CONSIDERATION:

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

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

This report supports the City Council’s goals of Public Safety (i.e., enhancing recruitment initiatives to increase staffing for police and fire departments), City Services (i.e., provide high quality of customer services), and Youth and Seniors (i.e., improve, expand and develop youth and senior facilities and programs).

DEPARTMENTAL COORDINATION:

The Human Resources Department coordinates with all City Departments relative to recruitment and retention efforts.

FISCAL AND SUSTAINABILITY IMPACT:

There is no direct fiscal impact to receive this report.

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

ATTACHMENTS:

Exhibit- A Confidential Management Group Open Positions

Exhibit A

Confidential Management Position Vacancies

Classification	Vacancies	Budgeted FTEs	% of Vacancies
Assistant City Attorney	1	1	100%
Economic Development Analyst	1	1	100%
Deputy Director of Economic Development	1	1	100%
Finance Manager	1	1	100%



City of Salinas

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Legislation Text

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

Salinas Fire Department Annual Report 2025

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



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: MAY 5, 2026

DEPARTMENT: FIRE DEPARTMENT

FROM: SAMUEL P. KLEMEK, FIRE CHIEF

TITLE: SALINAS FIRE DEPARTMENT 2025 ANNUAL REPORT

RECOMMENDED MOTION:

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

EXECUTIVE SUMMARY:

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

BACKGROUND:

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

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

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

CEQA CONSIDERATION:

Not a Project.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No

STRATEGIC PLAN INITIATIVE:

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

DEPARTMENTAL COORDINATION:

N/A

FISCAL AND SUSTAINABILITY IMPACT:

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

ATTACHMENTS:

2025 Annual Report Presentation

SALINAS FIRE DEPARTMENT 2025 ANNUAL REPORT



SAMUEL P. KLEMEK, FIRE CHIEF



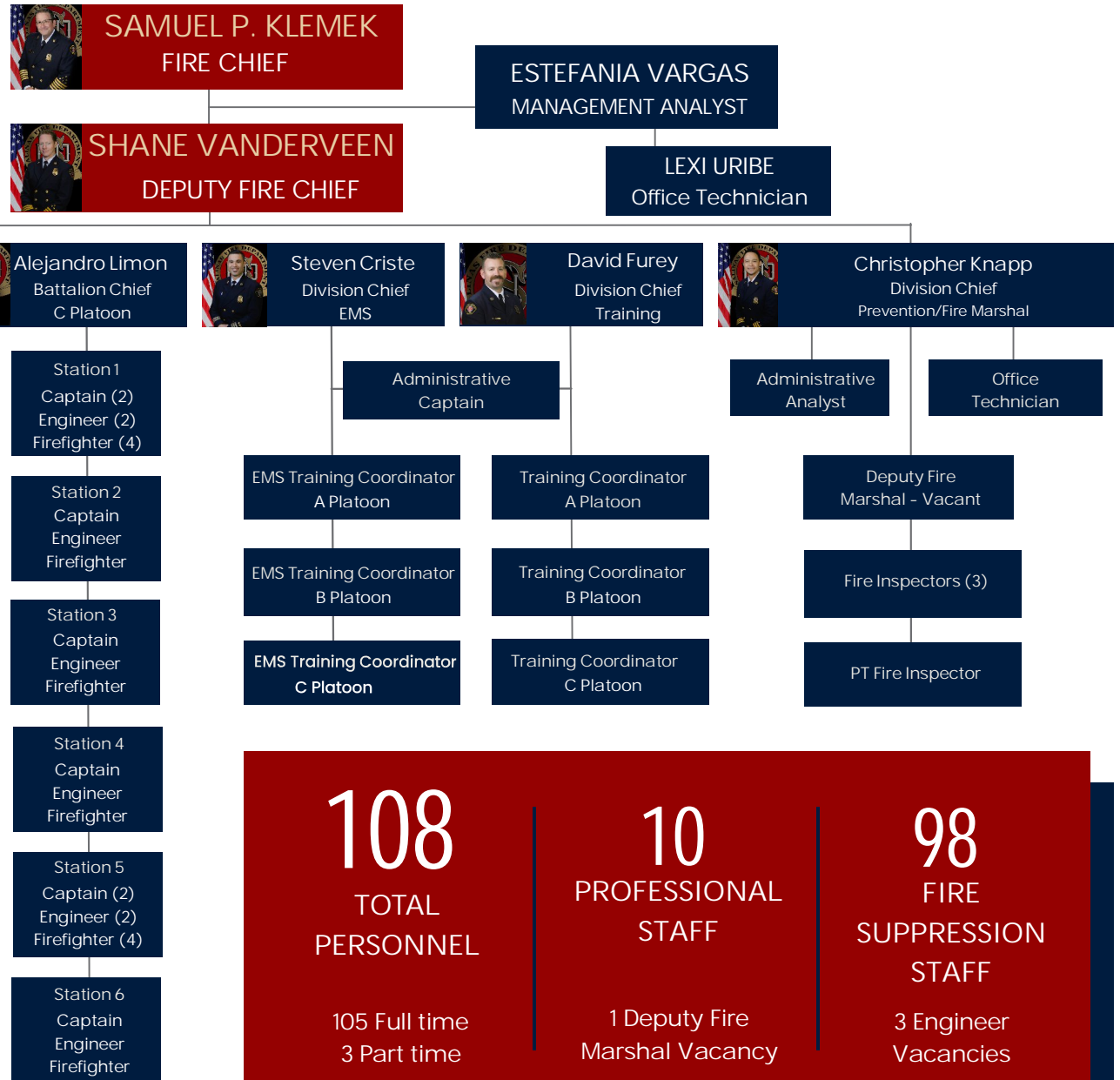
CHIEF'S Message



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



ORGANIZATIONAL CHART



<h1>108</h1>	<h1>10</h1>	<h1>98</h1>
TOTAL PERSONNEL	PROFESSIONAL STAFF	FIRE SUPPRESSION STAFF
105 Full time 3 Part time	1 Deputy Fire Marshal Vacancy	3 Engineer Vacancies



BY THE NUMBERS



93

FIREFIGHTERS



32.8M

ANNUAL BUDGET

DAILY STAFFING

6

ENGINES

2

LADDERS

1

BATTALION CHIEF



68

EMTs

25

PARAMEDICS



17,800+

EMERGENCIES



160,783

POPULATION



6

FIRE STATIONS



28 HAZMAT CERTIFIED

6 MECHANICS

4 INSPECTORS

MODERN AND STABLE FLEET

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



ESTIMATED SERVICE LIFE OF APPARATUS

Type 1 Engine: 10 years frontline, 5 years reserve

Type 6 Engine: 10 - 12 years

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

Rescue/Support Units: 10 - 12 years

Current Orders in Progress

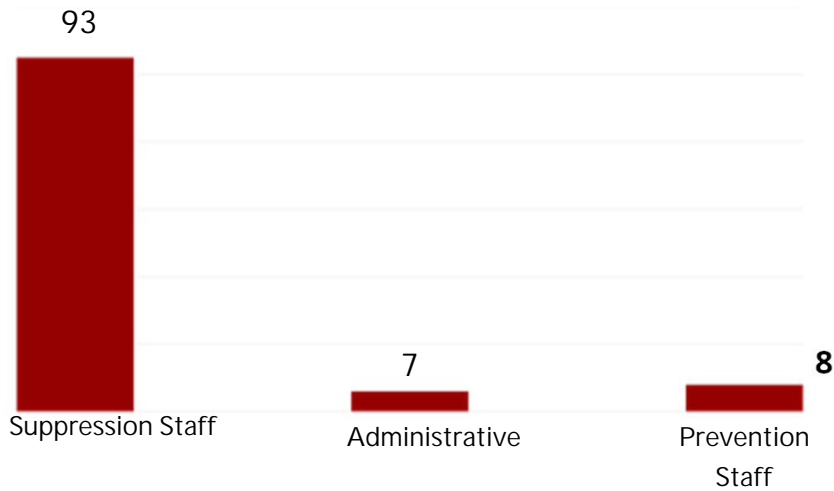
NEW EQUIPMENT			
Type 6 Engine	Ordered 2024	→	Estimated Delivery: 2026
Type 1 Engine	Ordered 2024	→	Estimated Delivery: 2027
Ladder Truck	Ordered 2024	→	Estimated Delivery: 2028
Type 6 Engine	Ordered 2026	→	Estimated Delivery: 2027
Type 1 Engines (x2)	Ordered 2026	→	Estimated Delivery: 2030
Ladder Truck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

Lead times are now 48-51 months



Current Staffing vs. Service Demand

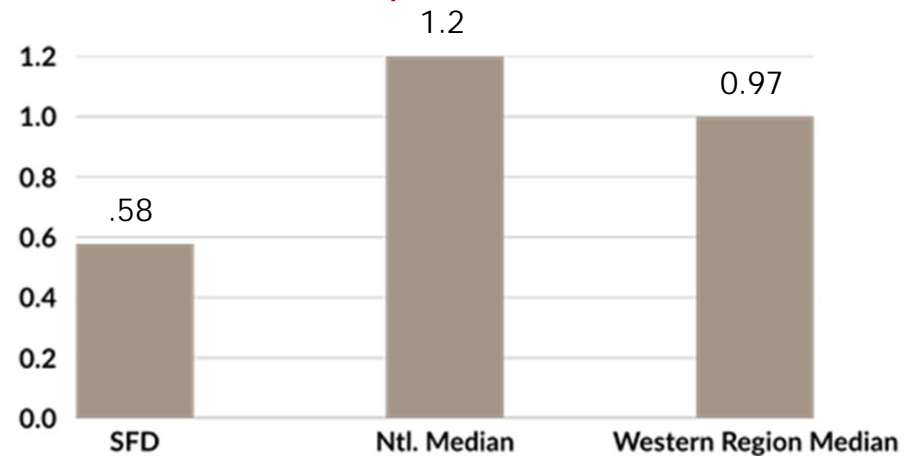
Staffing Breakdown



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

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

Firefighters per 1,000 Residents (Comparison)



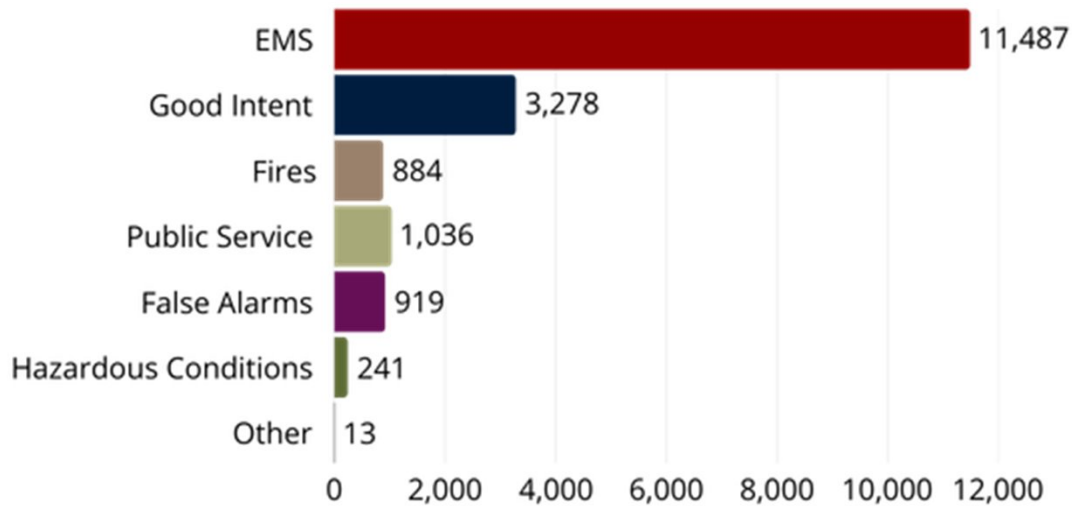


INCIDENT RESPONSE

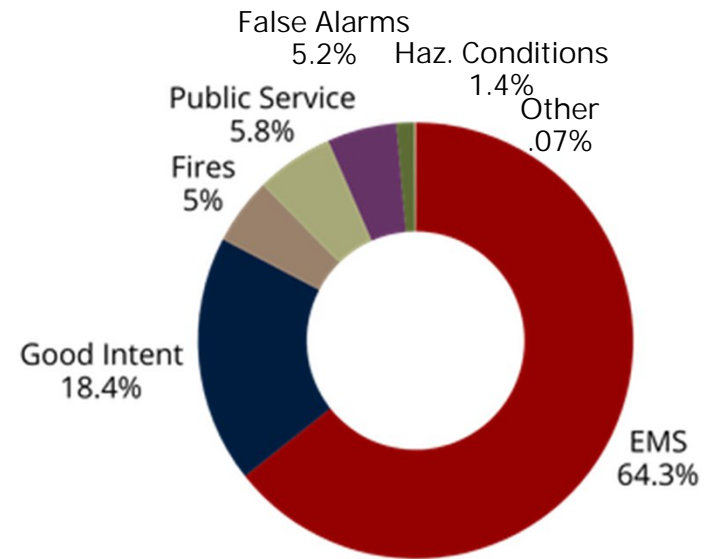
17,858

TOTAL NUMBER OF CALLS

Number of Calls by Type



Percentage of Calls by Type



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

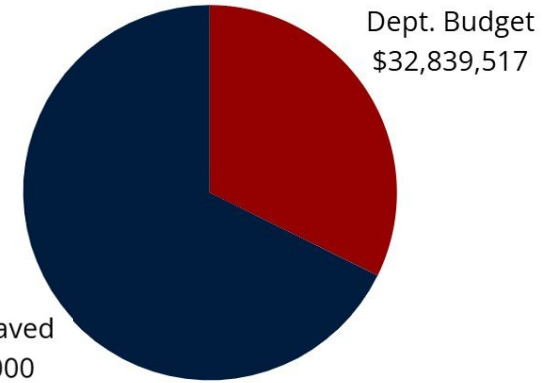
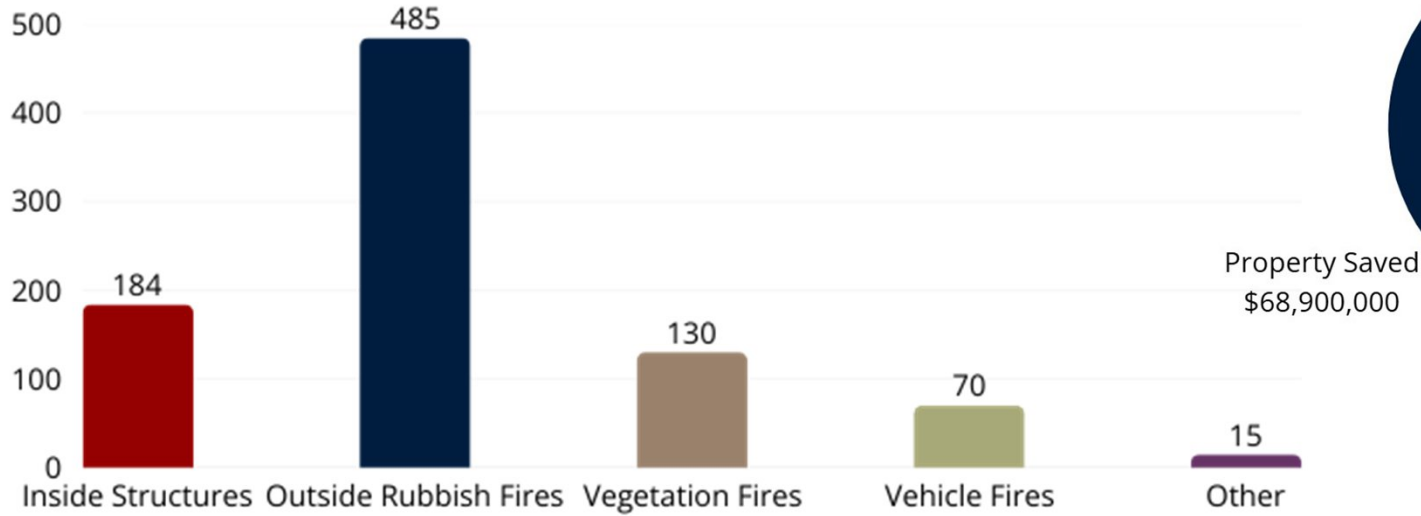
Year	Annual Calls	Daily Personnel	Number of Apparatus
2007	10,987	23	8
2016	13,758	24	8
2024	17,326	24	8
2025	17,858	24	8



2025 FIRE RESPONSE

Annual Budget to Property Value Saved

Fire Incidents by Type



153

RESIDENTIAL
STRUCTURE FIRES



\$72.4M

TOTAL ESTIMATED
PROPERTY VALUE AT RISK



111

MUTUAL AID
GIVEN



-\$3.5M

ESTIMATED PROPERTY
VALUE LOST



94

MUTUAL AID
RECEIVED



68.9M

ESTIMATED PROPERTY
VALUE SAVED

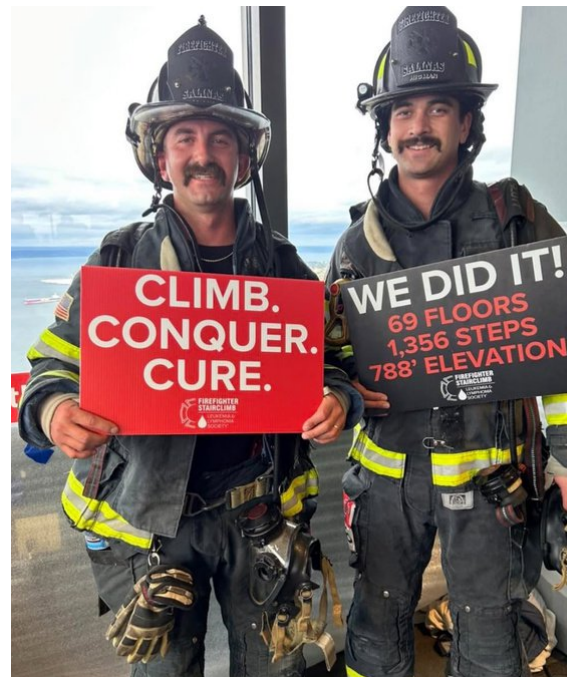
RESPONSE TIMES: CHALLENGES AND OPPORTUNITIES

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

Response times currently exceed national standards for Fire and EMS

Simultaneous Calls

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



Factors that contribute to delayed response:

- Traffic Congestion
- Traffic Calming Measures
- Overlapping Calls

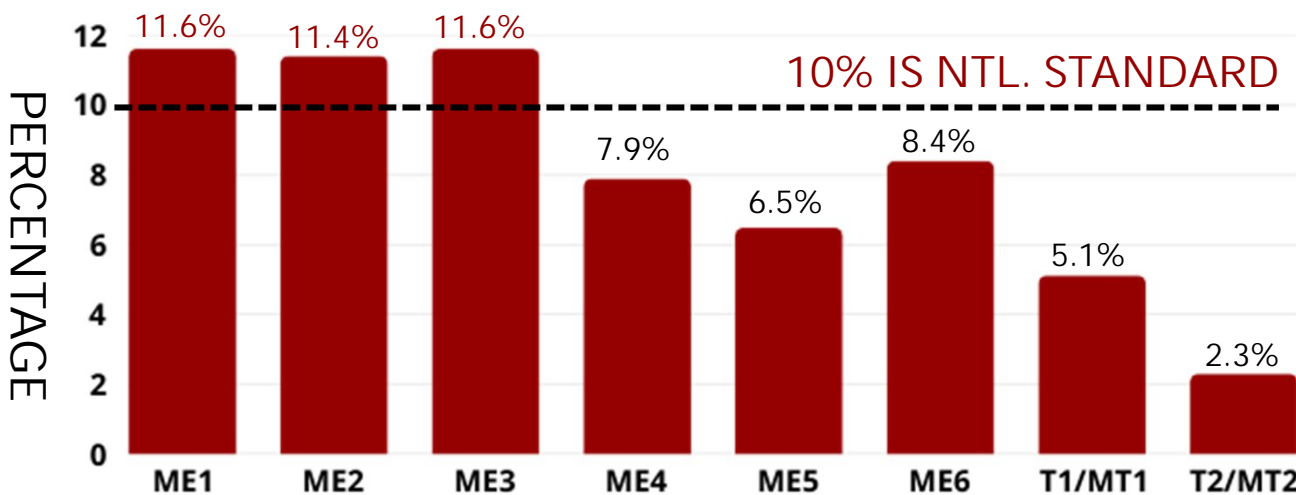


UNIT HOUR UTILIZATION

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

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

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



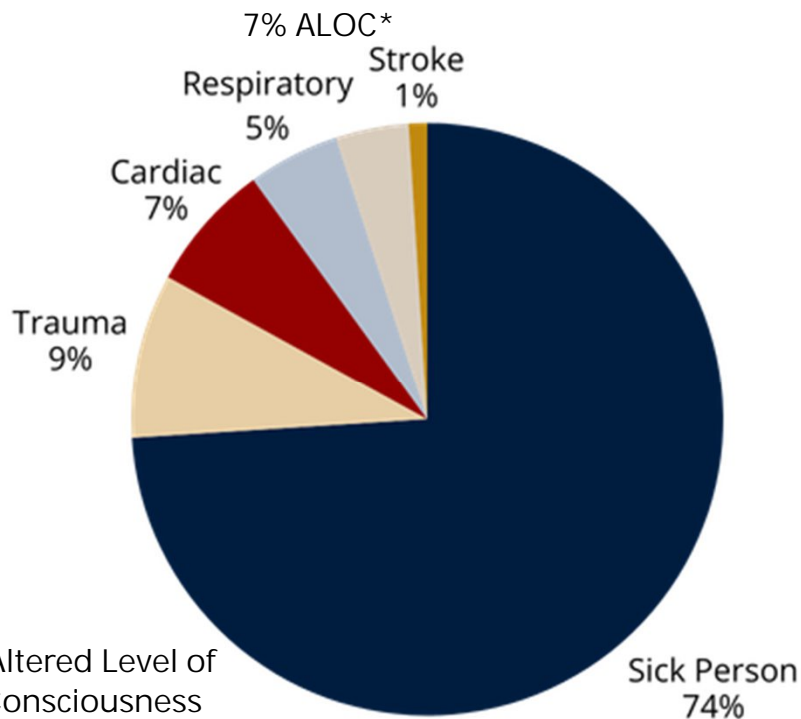
2025

Calls by Unit


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

EMERGENCY MEDICAL SERVICES


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




*Altered Level of Consciousness




**CARDIAC ARREST
SAVES
50**




**TOTAL EMS CALLS
11,487**



**68 EMTs
25 PARAMEDICS**



**TRAINING HOURS
1,223**



**AUTO
ACCIDENTS
1,177**

2025 PARAMEDIC CERTIFICATIONS



Davis and Valdez



Thomas and Nijmeddin



Salinas and Macoubrie



Baird and Hewko

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

EMS TRAINING HIGHLIGHTS



NARCAN LEAVE-BEHIND KITS

480



PARAMEDIC STUDENTS SUPPORTED

4



NARCAN AWARENESS TRAINING
TO CITY EMPLOYEES

160



50

SPD Civilian
Employees
for Stop the
Bleed training

24

SPD SWAT
TEAM
for Tactical
EMS





TRAINING DIVISION



37,151
TRAINING
HOURS



371
TRAINING
HOURS PER
FIREFIGHTER



5
NEW IN-HOUSE
REGISTERED
INSTRUCTORS



5
NEW HAZMAT
TECHNICIAN
SPECIALISTS



1,200
HAZMAT
TRAINING HOURS



TRAINING DIVISION HIGHLIGHTS

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

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

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

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



PREVENTION DIVISION

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

Fireworks Statistics

2025 Total Revenue

Citations Issued
96

Citations Collected
\$102,748.12

Backlog Data

Inspections Not Yet Completed

Codes
698

Permits
174

Inspections

Code Inspections
1,217

Permit Inspections
1,234

Permits Issued
364

Permits Reviewed
703

Projects Reviewed
120

SFD CADETS



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



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



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



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



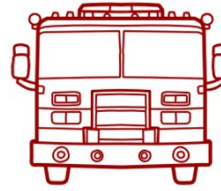
Impact: Builds leadership, teamwork, and real-world fire service experience.





COMMUNITY ENGAGEMENT

96



RIDE-ALONGS
CONDUCTED

100



SPECIAL EVENTS
SUPPORTED

19



PUBLIC
EDUCATION
EVENTS

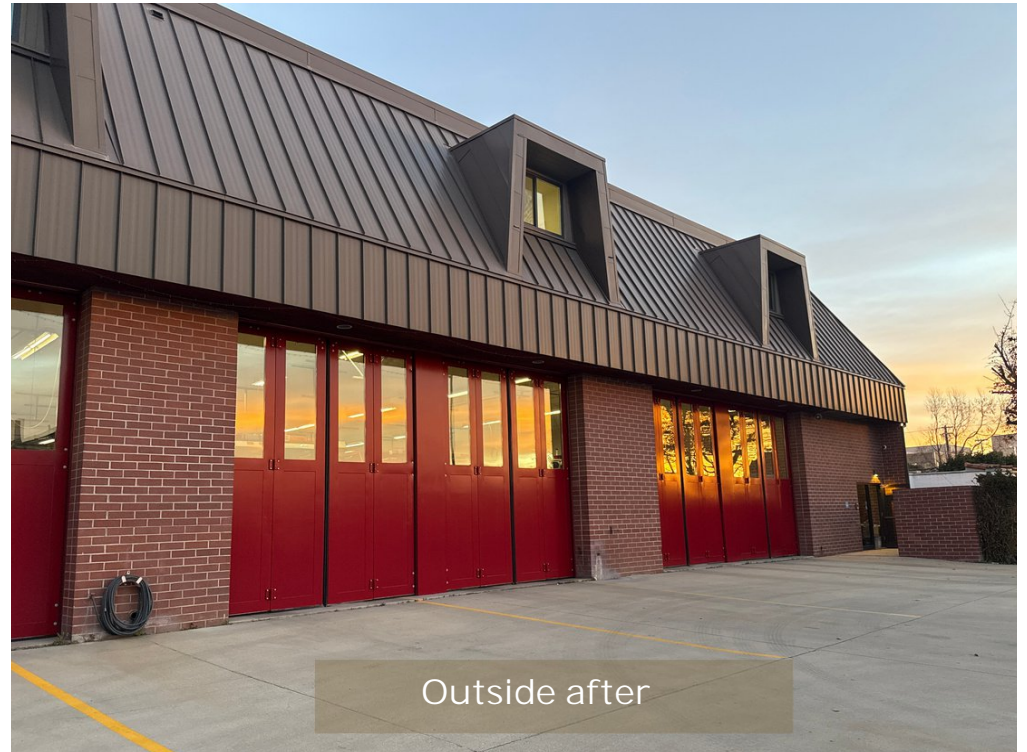
20



FIRE CADETS
MET 2025 GOAL!

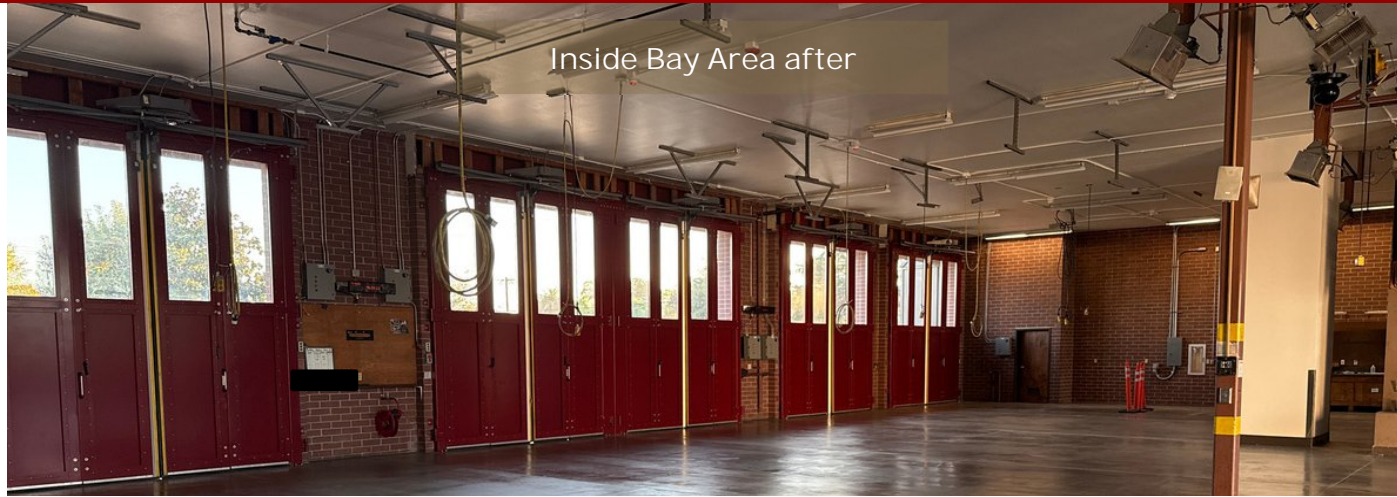
FIRE STATION 1 REMODEL

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





Inside Bay Area before



Inside Bay Area after



Kitchen/Dayroom in progress



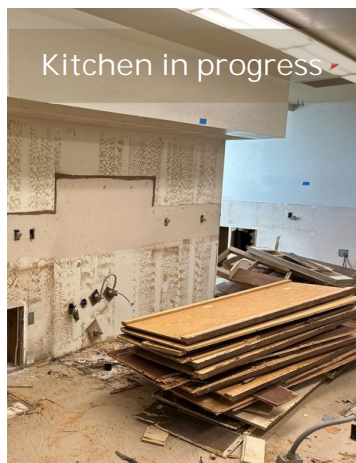
Inside Kitchen & Dayroom after



Kitchen in progress



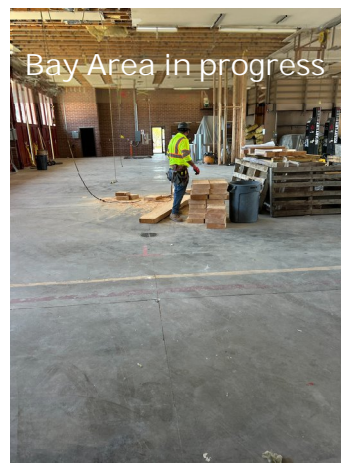
Dayroom in progress



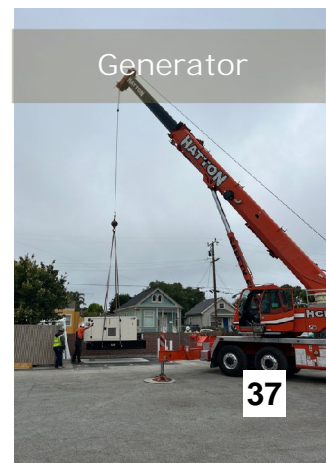
Kitchen in progress



Bathroom in progress



Bay Area in progress



Generator

THANK YOU FOR YOUR SUPPORT

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



SAMUEL P. KLEMEK, FIRE CHIEF



City of Salinas

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

Legislation Text

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

Minutes

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



City of Salinas

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

Legislation Text

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

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

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



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: MAY 5, 2026

DEPARTMENT: PUBLIC WORKS DEPARTMENT

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

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

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

RECOMMENDED MOTION:

A motion to approve a Resolution:

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

EXECUTIVE SUMMARY:

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

BACKGROUND:

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

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

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

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

Table 1: Roadway Treatment Summary

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

Restriping

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

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

Measurable Outputs

Table 2 summarizes the Project’s measurable outputs.

Table 2: Project Output Summary

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

Contract Change Orders

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

Table 3: Change Order Summary

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

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

Funding

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

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

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

Project Closeout

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

Before and after photos of the Project are attached.

CEQA CONSIDERATION:

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

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

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No. This project was advertised and competitively bid.

STRATEGIC PLAN INITIATIVE:

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

DEPARTMENTAL COORDINATION:

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

FISCAL AND SUSTAINABILITY IMPACT:

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

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

ATTACHMENTS:

Resolution
Exhibit A Location Map
Before/After Photos

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

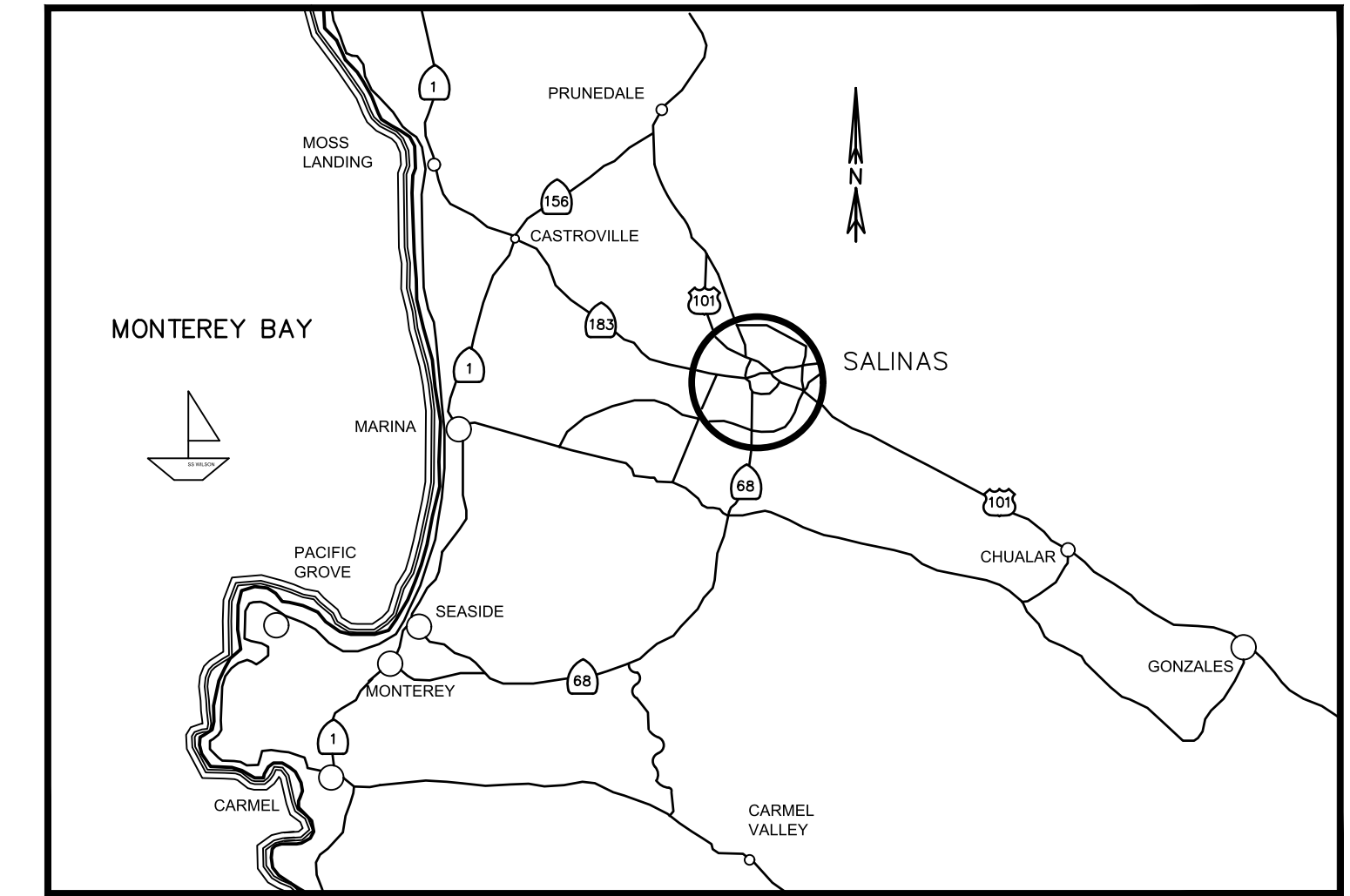
Dennis Donohue, Mayor

ATTEST:

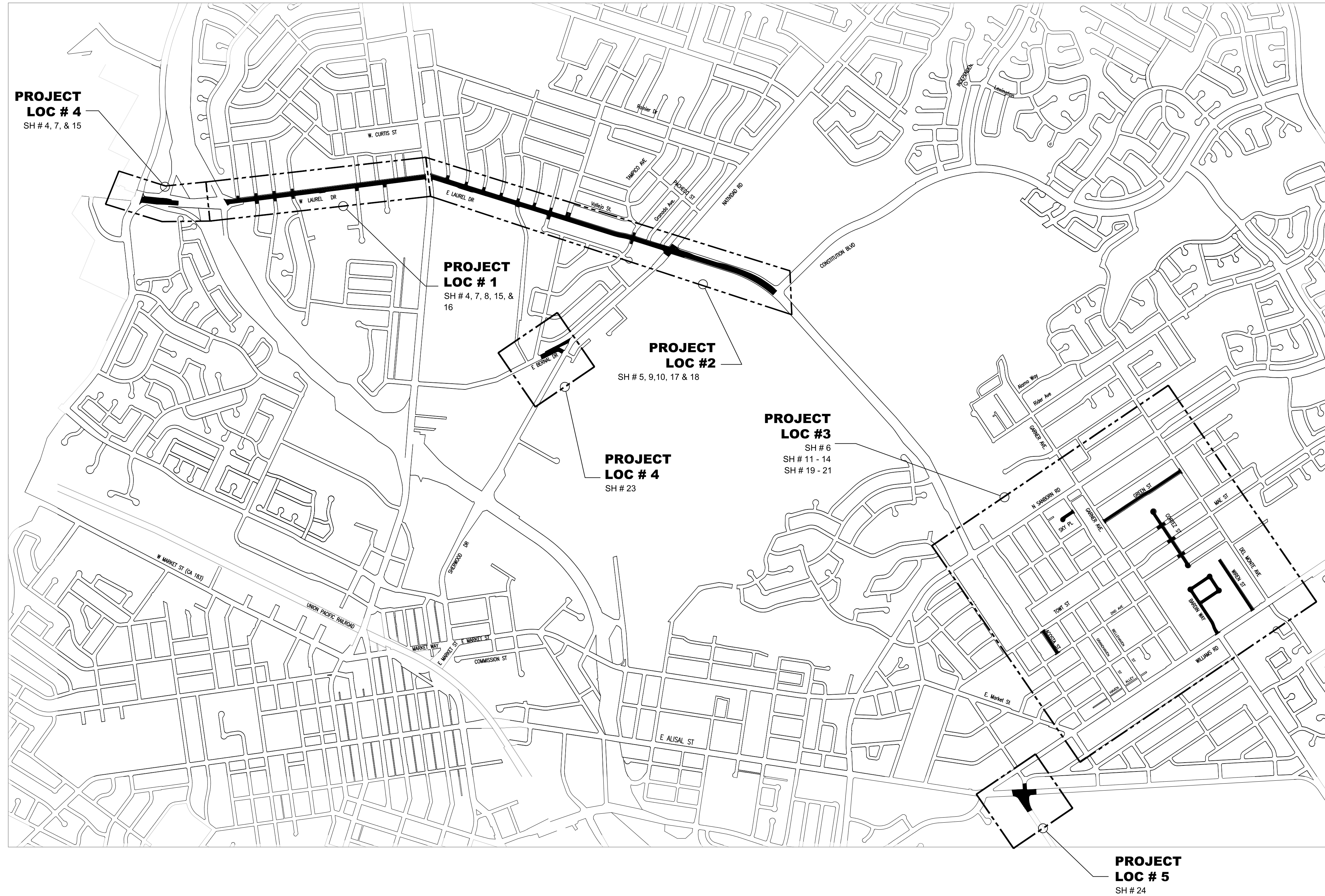
Patricia M. Soratos, City Clerk

2025 PAVEMENT IMPROVEMENTS

ON VARIOUS STREETS - PROJECT No. 9981



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

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



DATE	REVISION	APP.

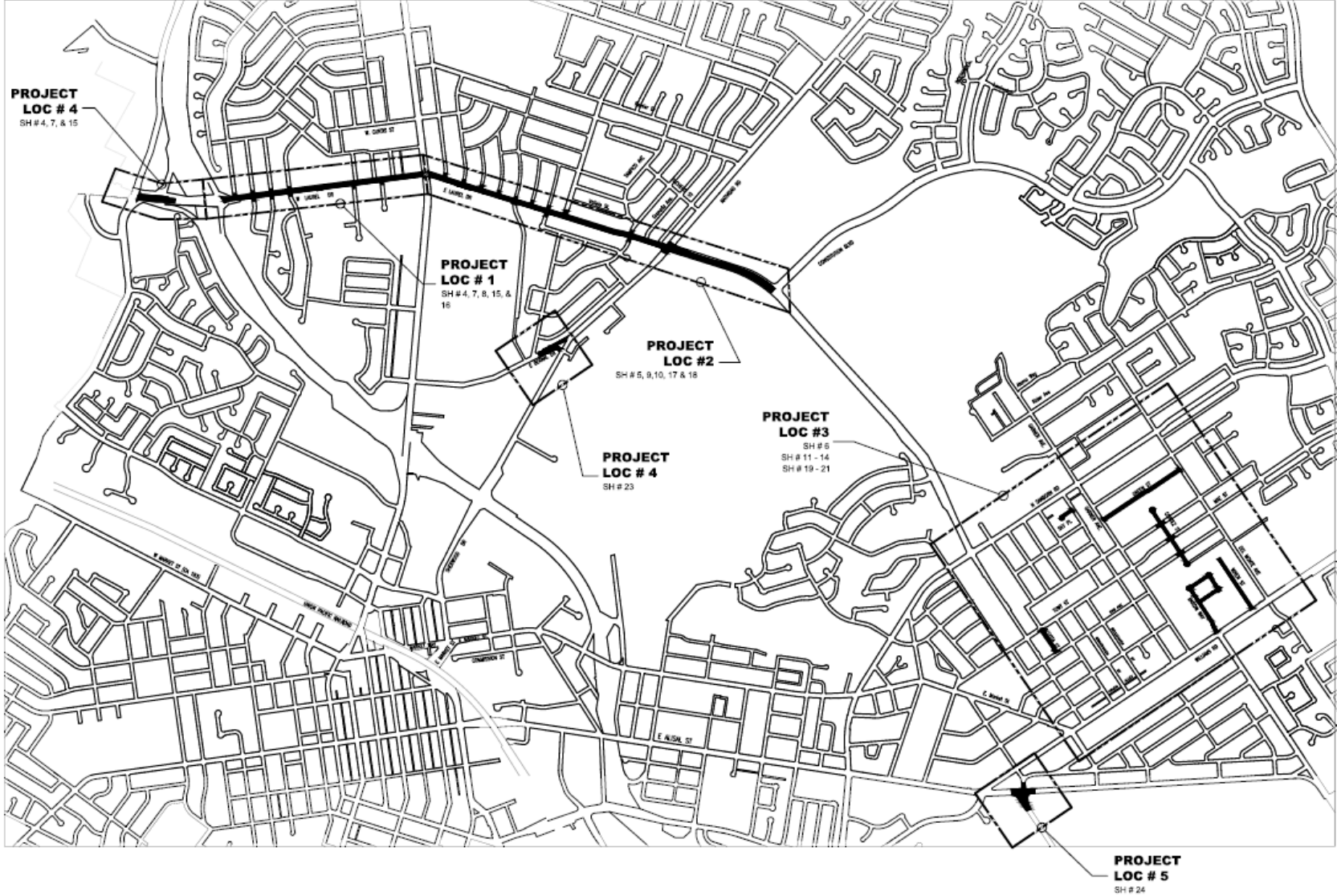


Sep 26, 2025 at 2:40:31 AM
W Laurel Dr
Salinas CA 93907
United States



2025 PAVEMENT IMPROVEMENTS PROJECT

PROJECT LOCATIONS



LOCATION MAP
NOT TO SCALE

West Laurel Drive

BEFORE



AFTER



West Laurel Drive

BEFORE



AFTER



West Laurel Drive

BEFORE



AFTER



East Laurel Drive

BEFORE



AFTER



East Laurel Drive

BEFORE



AFTER



Wiren Street

BEFORE

AFTER



Bardin Way

BEFORE



AFTER



Green Street

BEFORE



AFTER





Legislation Text

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

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

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



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: MAY 5, 2026

DEPARTMENT: COMMUNITY DEVELOPMENT DEPARTMENT

FROM: LISA BRINTON, COMMUNITY DEVELOPMENT DIRECTOR

THROUGH: ORLANDO REYES, ASST. COMMUNITY DEVELOPMENT DIRECTOR

BY: KAYSHLA LOPEZ, HOMELESS SERVICES MANAGER

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

RECOMMENDED MOTION:

A motion to approve a Resolution:

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

EXECUTIVE SUMMARY:

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

BACKGROUND:

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

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

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

CEQA CONSIDERATION:

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

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

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

DEPARTMENTAL COORDINATION:

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

FISCAL AND SUSTAINABILITY IMPACT:

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

ATTACHMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

Attachment: Chinatown Navigation Center Furniture, Fixtures and Equipment List

EXHIBIT A: CNC SURPLUS FURNITURE, FIXTURES AND EQUIPMENT LIST

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

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



Legislation Text

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

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

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



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: MAY 5, 2026

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

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

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

RECOMMENDED MOTION:

It is recommended that the City Council approve a Resolution:

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

EXECUTIVE SUMMARY:

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

BACKGROUND:

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

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

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

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

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

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

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

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

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

CEQA CONSIDERATION:

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

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

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

STRATEGIC PLAN INITIATIVE:

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

DEPARTMENTAL COORDINATION:

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

FISCAL AND SUSTAINABILITY IMPACT:

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

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

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

ATTACHMENTS:

Resolution
Amendment No. 3
Exhibit “B” Scope of Work
Amendment 2
Amendment 1

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

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

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

RECITALS

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

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

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

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

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

TERMS

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

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

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

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

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

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

BFS LANDSCAPE ARCHITECTS

Printed name: _____

Title: _____

June 20, 2025



MEMO TO: Ana Ambriz and Kristan Lindquist (City of Salinas)
 CC: Paul Greenway (G7)
 FROM: Beth Matz (BFS Landscape Architects)
 RE: El Gabilan Park/ Additional Services

During the initial planning and proposal preparation for this project BFS did not account for additional geotechnical engineer time that would be required by the City's Building Permit Office.

BFS has received to date (2) additional service requests related to the additional geotechnical engineer work.

Additional Service A:

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

Additional Service B:

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

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

Please find attached to this memo, the invoices received from the Geotechnical Engineer.

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

Respectfully,
 Elizabeth Matz

AGREED & AUTHORIZED TO PROCEED:

Signature

Date

Print Name & Title

Client

Attachments: Invoices from Earth Systems

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



EARTH SYSTEMS

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

CHANGE ORDER NO. 1

DATE: February 24, 2025 **PROPOSAL NO.:** SAL-25-02-011
BASE FILE NO.: 306780

PROJECT NAME: El Gabilan Park Development

PROJECT ADDRESS: 263 Toro Avenue, Salinas, California

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

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

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

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

ADDITIONAL COMPENSATION REQUIRED: Fixed Fee of \$1,200.00

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

Earth Systems Pacific

Brett Faust, CEG 2386
Vice President

February 24, 2025

Date

**PLEASE RETURN A SIGNED COPY
TO EARTH SYSTEMS PACIFIC**

AGREED TO AND ACCEPTED:

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address



EARTH SYSTEMS

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

CHANGE ORDER NO. 1

DATE: May 30, 2025 **PROPOSAL NO.:** SAL-25-05-021
BASE FILE NO.: 306780

PROJECT NAME: El Gabilan Park Development

PROJECT ADDRESS: 263 Toro Avenue, Salinas, California

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

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

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

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

ADDITIONAL COMPENSATION REQUIRED: Fixed Fee of \$1,200.00

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

Earth Systems Pacific

Ajay Singh, GE 3057
Vice President

May 30, 2025
Date

**PLEASE RETURN A SIGNED COPY
TO EARTH SYSTEMS PACIFIC**

AGREED TO AND ACCEPTED:

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

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

March 27, 2026



MEMO TO: Kristan Lundquist
FROM: Elizabeth Matz

RE: Closter Park Improvements / Additional Services

Dear Kristan,

BFS is submitting this request for additional services associated with Construction Management and Labor Compliance support for the Closter Park Improvements Project.

As construction has progressed, the project schedule has extended beyond the original anticipated duration. This extension has had a direct impact on the level of effort required by BFS's subconsultants responsible for construction management, inspection, and labor compliance services.

Construction management services are inherently time-dependent and closely tied to the contractor's duration on site. Due to the extended construction schedule, the Construction Manager has been required to provide additional coordination, site observations, inspections, and general project oversight beyond what was originally scoped. Accordingly, the Construction Manager has submitted a request for additional compensation in the amount of **\$53,520**.

Similarly, labor compliance services are directly correlated with the duration of construction activities. The extended schedule has resulted in an increased number of required site visits, worker interviews, and ongoing compliance monitoring efforts. As a result, the Labor Compliance Consultant has requested additional services in the amount of **\$13,522.41**.

BFS is requesting a **5% markup** on these additional services to cover administrative coordination, oversight, and processing.

The total additional services request is summarized below:

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

Total Additional Services Request: \$70,893.53

These additional services are directly attributable to the extended construction duration and are necessary to ensure continued project oversight, compliance, and successful project delivery.

BFS remains committed to supporting the project through completion and maintaining a high level of coordination with the Contractor and project team. Please let us know if you have any questions or would like to discuss this request further.

Sincerely,

Elizabeth Matz



March 26, 2026

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

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

Dear Ms. Matz:

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

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

Avg 4 Hours Per Day x 30 Days = 120 hours of project management and inspection = \$43,200

After substantial completion: 2 hours per week x 9 weeks = 18 hours of inspection = \$3,300

After substantial completion: 4 hours per week x 9 weeks = 36 hours of PM = \$7,020

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

Sincerely,
G7ei Inc.

Paul H. Greenway
President
G7ei Inc.

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

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

Dear Elizabeth,

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

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

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

Thank you very much for your continued collaboration.

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

Conclusion

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

Sincerely,



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

March 30, 2026



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

RE: El Gabilan Park/ Additional Services Construction Administration

Dear Kristan,

As the El Gabilan Park Improvements project transitions toward construction, BFS has been preparing for construction administration coordination.

At the time of contract execution, the anticipated construction value for the project was estimated to be under \$500,000. Based on this initial value, the construction administration scope and associated fee of \$12,000 were established.

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

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

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

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

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

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

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

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

Thank you for your continued support.

Sincerely,
Elizabeth Matz

AGREED & AUTHORIZED TO PROCEED:

Signature Date

Print Name & Title

Client

Attachments: Compensation Schedule dated 1/2026

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

Standard Schedule of Compensation

January 2026



GENERAL

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

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

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

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

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



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

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

RECITALS

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

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

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Indemnification and Hold Harmless.**

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

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

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

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

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

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

16. Termination.

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

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

(2) For any reason whatsoever.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Notices.

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

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

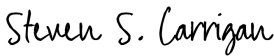
35. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it,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

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

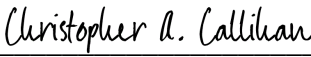
37. Mediation. In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot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

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

CITY OF SALINAS

DocuSigned by:

04396AE44903419...
Steve S. Carrigan
City Manager

APPROVED AS TO FORM:

DocuSigned by:

DF60DE62871844E...
 Christopher A. Callihan, City Attorney, or
 Rhonda Combs, Assistant City Attorney

CONSULTANT

DocuSigned by:
Larry Foster

A75DCF4DAA7D498...

By (Printed Name): Larry Foster

Its (Title): President

Exhibit A- Insurance Requirements

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

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.

Exhibit B- Scope of Service

Scope of Services

Closter Park
November 04, 2022

Project Description

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

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

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

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

- 1.01 Community Engagement Meeting 01: Meet with Owner and PM to review agenda and goals of first community. BFS to prepare visual image boards for facilitating dot surveys exercise so that the City can gather the community's preferences on skate spot features, playground themes, playground equipment and supporting site amenities. City staff to facilitate Community Meeting. In addition to park intercept outreach, BFS to prepare a digital survey material through Google Forms. Online surveys to be made available through City website and social media sites.
- 1.02 Community Engagement Meeting 02: Salinas City Council Meeting. Owner, PM and Design Team to present to City Council the park site plans and details. Meeting will allow for council to review the park construction documents prior to going out to bid. Meeting noticing to be posted to Project webpage, City webpage and City social media accounts. BFS to prepare powerpoint presentation in coordination with Owner and PM.

Closter Park Scope.docx

BFS Landscape Architects ▪ bfsla.com

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



- 1.03 Bid Award Meeting 03: Salinas City Council Meeting: City Council to vote to award the construction project to the selected construction bidder. Meeting noticing to be posted to Project webpage, City webpage and City social media accounts. BFS to prepare powerpoint presentation in coordination with Owner and PM.
- 1.04 Illustrative Site Plan: BFS to prepare and submit an illustrative site plan at 50% Schematic Task and continue to update the illustrative site plan through until the Bid Award Task.
- 1.05 3D Model and Renderings: BFS to prepare a 3D model of the proposed park improvements using sketch-up modeling software. BFS to coordinate with Owner and PM on the selection of (4) model views to render and submit for City promotional and

2.0 SCHEMATIC DESIGN (OCTOBER 2022 – FEBRUARY 2023)

Scope and fee assumes biweekly coordination meetings with Owner and PM

- 2.01 Attend project start up meeting. Review scope of services, community engagement process, schedule, and anticipated construction budget with Owner and Project Manager [PM].
Deliverable: BFS to prepare summary and meeting minutes of start up meeting, BFS to submit project schedule
- 2.02 Visit Closter Park with Owner and PM. Review and discuss existing site conditions and photograph for in-house design reference.
Deliverable: BFS to prepare summary of site visit and provide recommendations for anticipated site improvements.
- 2.03 Surveying consultant to prepare and submit site topographic survey for park Survey include aerial mapping and limited site survey information as determined by the park sites' limit of work. BFS to prepare composite base plan for Design Team use.
Deliverable: Submit site topographic survey information (in AutoCAD base format) to Owner for future use.
- 2.04 Geotechnical consultant to conduct soil borings and infiltration testing at park project site and provide laboratory results and recommendation report.
Deliverable: Submit geotechnical report and recommendations to Owner for future use.
- 2.05 Arborist consultant to prepare and submit arborist review and recommendations for park project site.
Deliverable: Submit arborist report and recommendation to Owner for future use.
- 2.06 Electrical consultant to review existing electrical and data infrastructure at project site and make provide findings in report. Consultant to determine if new PG&E and/or AT&T service is required.
Deliverable: Submit Electrical Existing Conditions report to Owner for future use.
- 2.07 Obtain soils sample(s) from the Project site. Commission soils analysis from qualified soils analyst or laboratory for fertilizer and amendment applications of new plantings.
- 2.08 Coordinate and discuss site storm water management strategies with PM and Civil Engineer.
Deliverable: BFS to prepare summary and meeting minutes of storm water strategy discussion
- 2.09 Prepare materials and submit materials for Community Engagement Meeting 01. See above task for approach
- 2.10 Prepare and submit 50% Schematic Plans for Owner / PM. Based on community engagement meeting and ongoing reach and information gathering. Prepare estimate of probable construction costs.
Deliverable: Design Team to prepare and submit 50% schematic plans and construction cost estimate

- 2.11 Review with Owner and PM the 50% Schematic Plans, and construction budget
Deliverable: BFS to prepare summary and meeting minutes of 50% SD review discussion
- 2.12 Based on 50% SD review comments, prepare and submit 100% SD Plans include estimate of probable construction costs.
Deliverable: Design Team to prepare and submit 100% SD plans and construction cost estimate for review by Owner/PM and City's Community Development Department.
- 2.13 Submit 100% SD Plan for review by City of Salinas Community Development Department. Design Team to prepare package and application.
Deliverable: Design Team to prepare and submit 100% SD plans for review by City's Community Development Department.

3.0 DESIGN DEVELOPMENT (FEBRUARY 2023 – APRIL 2023)

Scope and fee assumes biweekly coordination meetings with Owner and PM

- 3.01 BFS to complete a Design Manual to document research, products and cost of proposed design. Elements of the design manual to include:
 - A. Prefabricated Restroom Buildings, Concession Stand, Gazebo. Building Finishes and Façade options to be included
 - B. Site Furnishings and Lighting Fixtures
 - C. Site Paving
 - D. Play Features
 - E. Skate Feature:
 - F. Ballfield Amenities
 - G. Irrigation System Recycle and Reuse-
 - H. Site Grading and Drainage
 - I. Planting palette*Deliverable: Prepare and submit Design Manual to Owner / PM*
- 3.02 Design Manual Review. Meeting with City via online web conferencing. Prepare meeting minutes for City and Design Team
Deliverable: BFS to prepare summary and meeting minutes of Design Manual review discussion
- 3.03 Design Development Coordination across the disciplines to prepare the 50% Design Development Documents
 - A. Civil Engineer to coordinate with the Design Team
 - 1. utility connections (water and sanitary sewer)
 - 2. prepare stormwater management plan-coordinate with BFS on capturing site runoff and creating onsite treatment areas to meet local codes
 - B. Electrical Engineer to coordinate with the Design Team
 - 1. Electrical connections at tree of life, restroom and concessions buildings farmer's market area, and lighting fixtures
 - 2. PG&E service application
 - C. Skate Feature Designer to coordinate with Design Team
 - 1. Layout of features on the project site, coordinate with Landscape Architect and Civil how features meet site conditions and drainage of features into stormwater system

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

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

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

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

3.06 Meet with Owner and PM to review 50% Design Development Package and Cost Estimate.

Deliverable: BFS to prepare summary and meeting minutes of 50% DD review discussion

3.07 Based on 50% Design Development review comments, prepare 100% Design Development plans. Update cost estimate of construction budget.

Deliverable: Design Team to prepare and submit 100% DD plans and construction cost estimate

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

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

Deliverable: BFS to prepare summary and meeting minutes of 100% DD review discussion

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

Scope and fee assumes biweekly coordination meetings with Owner and PM

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

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

- 4.02 BFS to provide internal review of Construction Documents. Review Design Team documents for design consistency and coordinate conflicts with Design Team members as appropriate.
- 4.03 Meet with Owner and PM to review 75% Construction Document Package and Cost Estimate. Deliverable: Prepare meeting minutes for City and Design Team
Deliverable: BFS to prepare summary and meeting minutes of 75% DD review discussion
- 4.04 Prepare and attend Community Engagement Meeting 02: Salinas City Council. See above task for approach.
Deliverables:
BFS to prepare presentation materials and submit to Owner and PM for review. BFS to prepare community noticing materials.
BFS to assist in presentation at City Council Meeting
BFS to prepare and submit summary and recommendations based on City Council responses and community comments
- 4.05 Based upon Owner / PM review, complete 90% CDs / Permit Set. Prepare estimate of probable construction costs and technical specifications in CSI format. Prepare building permit application and compile all required reports and information. Submit electronically and review with Owner / PM. Coordinate with building permit application with PM
Deliverable: Design Team to prepare and submit 90% CD plans, construction cost estimate and specifications.
- 4.06 Compile and distribute agency plan-check comments for Owner / PM and sub-consultant review.
- 4.07 Based on plan-check comments, complete 100% CDs / Bid-set drawings, Technical Specifications, and Bid-Form.
A. Owner / PM will distribute copies of bid-documents.
B. Arrange for printing and distribution of copies of bid-documents if required by the Owner / PM as an additional reimbursable cost.
Deliverable: Design Team to prepare and submit 100% CD plans, construction cost estimate and specifications for bidding.

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

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

- 5.01 Attend pre-bid meeting with Owner / CM and potential bidders to discuss bidding procedures.
A. Prepare meeting minutes for the Owner / CM
- 5.02 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.
A. Assist Owner / CM in evaluating bids received.
- 5.03 Prepare and attend Bid Award Salinas City Council Meeting 03. See above task for approach.
Deliverables:

- A. BFS to prepare presentation materials and submit to Owner and PM for review. BFS to prepare community noticing materials.
 - B. BFS to assist in presentation at City Council Meeting
- 5.04 Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.
- 5.05 Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
- A. Prepare meeting minutes for the Owner / CM
- 5.06 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.
- 5.07 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.
- 5.08 Review and comment on Contractors Pay Applications and Proposed Change Orders.
- 5.09 Attend [24] bi-weekly project (OAC) meetings and on-site construction reviews followed by written field reports and/or meeting minutes. Assumes [9]-months construction and [3]-month landscape maintenance. Reviews to include:
- A. Substantial Completion Review – at start of landscape maintenance
 - B. Punch-list Check – during landscape maintenance
 - C. Final Review – at end of landscape maintenance
- 5.10 Prepare Record Drawings based on As-Built drawings provided by the Contractor.
- 5.11 Close-out project including administrative documentation.

6.0 ARTIST COORDINATION (BEGINS AT DD THROUGH CONSTRUCTION ADMINISTRATION)

- 6.01 Discuss with City the intent of installing public art in the project site. Determine budget and schedule for public art pieces. Meet with City to identify site location options and coordinate installation of art pieces into/onto park program features.
- A. Prepare meeting minutes for City
 - B. BFS to prepare site plan diagram indicating public art locations
- 6.02 BFS to incorporate installation/mounting details into Construction Document Package. Production and installation of art pieces to be managed by City. BFS to coordinate with selected Contractor impacts on construction schedule.
- 6.03 BFS to provide coordination for art piece installation between City, Contractor, and artist(s).

ADDITIONAL SERVICES

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

EXCLUSIONS

The following are excluded from our scope of services.

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

-END -

SCHEDULE

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

TASK 3.0: DESIGN DEVELOPMENT	DATES
3.01-Prepare and submit Design Manual	February 6-March 17, 2023
3.02-Review Design Manual	March 27, 2023
3.03-DD Coordination	February 6 -
3.04-Prepare and submit 50% DD Plans	February 6 – March 31, 2023
3.05-Design Team Internal QAC	April 3-April 7, 2023
3.06-Review 50% DD Plans	April 10, 2023
3.07-Prepare and submit 100% DD Plans	April 3 – April 28, 2023
3.08-Design Team Internal QAC	May 1 – May 5, 2023
3.09-Review 100% DD Plans	May 8, 2023
TASK 4.0: CONSTRUCTION DOCUMENTS& PERMITTING	DATES
4.01-Prepare and submit 75% CD Plans	May 1-June 2, 2023
4.02-Design Team Internal QAC	June 5- June 9, 2023
4.03-Review 75% CD Plans	June 12, 2023
4.04-Community Engagement Meeting 02, see above	June 20, 2023
4.05-Prepare and submit 90% CD Plans	June 5 August 25 2023
4.06-Distribute plan check comments	August 28, 2023
4.07-Prepare and submit 100% CD Plans	September 15, 2023
TASK 5.0: BIDDING & CONSTRUCTION ADMINISTRATION	DATES
5.01-Attend pre-bid meeting	October 2, 2023
5.02-Provide bid assistance	October 2, -October 27, 2023
5.03-Bid Award Meeting 03, see above	December 5, 2023
5.04-Prepare and submit conform set	November 6 – December 1, 2023
5.05-Attend pre-construction meeting	January 22, 2024
5.06-Review and respond to RFIS	January 22 – October 4, 2024
5.07-Review and respond to Submittals	January 22 – October 4, 2024
5.08-Review and respond to Cos	January 22 – October 4, 2024
5.09-Attend QAC meetings	January 22 – December 6, 2024
5.10-Prepare record drawings	December 13, 2024
5.11-Project Closeout	December 6 – December 20, 2024
TASK 6.0: ARTIST COORDINATION	DATES
6.01-Coordination meeting with Owner/PM	November 21, 2022
6.02-Detail coordination with Artist	February 13 – July 21, 2023
6.03-Construction coordination with Artist and Contractor	January 22 – October 4, 2024

COMPENSATION

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

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

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

Attachments: Standard Schedule of Compensation, dated 5/2022

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

Standard Schedule of Compensation

May 2022



GENERAL

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

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

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

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



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

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



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





September 7, 2022

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

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

Dear Ms. Matz:

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

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

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

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

Sincerely,
G7ei Inc.

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

Project Management, Budget Management and Grant Management for Closter Park

Project Understanding

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

Project Manager

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

Project Description and Project Goals

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

Review of Existing Information

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

Project Development and Design Phase

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

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

Pre-Construction Phase Services:

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

Project Management

Services will include coordination with City staff, prime consultant, for the preparation of design plans and construction bid documents. Action items on project deliverables and tracking of schedule of grant deadlines.

Deliverable: Actions items prepared for project management tracking to keep project on budget and on schedule.

Budget Management


Services will include develop a budget spreadsheet that tracks design phase services, construction phase services, construction costs, city costs, and city reimbursements.

Deliverable: Budget Spreadsheet and tracking invoices and State payments to the City

Grant Management

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

Deliverable: Payment request forms and grant expenditure forms.

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



LANDSCAPE
ARCHITECTS

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

**Proposal for City of Salinas
Closter Park
Construction Management
Construction Inspection**



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





September 7, 2022

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

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

Dear Ms. Matz:

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

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

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

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

Sincerely,
G7ei Inc.

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

Construction Management and Construction Inspection for Closter Park

Construction Phase Services

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

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

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


Construction Inspection efforts will include:

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

Construction Management and Construction Inspection

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

Deliverable: Construction Field reports, Construction Management Action Items

1-Nov-22						
 <p style="text-align: center;">City of Salinas Closter Park Construction Management and Inspection</p>		Senior Construction Manager	Construction Manager III	Construction Inspector III	Total Resource Hours	Total Resource Costs
	2024 Rates	\$257	\$195	\$150		
1 –CM and Inspection						
Construction Inspector				2,080.0	2,080.0	\$312,000
Senior Construction Manager		48.0	472.0		520.0	\$104,376
TOTAL				Hours	2,600.0	\$ 416,376
		48.0	472.0	2,080.0		

Closter Park Revitalization

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



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



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





09-08-2022

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

Subject: Proposal for Labor Compliance Monitoring Services City Park Revitalization and Improvement Projects for City of Salinas for [Closter Park Revitalization](#)

Dear Elizabeth:

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

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

360PSM will provide the following services for the Pre-construction phase and Construction phase of the project.

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

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

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



Project Understanding

BFS Landscape Architects team interested in Professional Labor Compliance Monitoring Services for City of Salinas. Project Title: **City Park Revitalization and Improvement Projects for Closter Park**. The City of Salinas has a population of 165,000 people, is the largest city in the County of Monterey and serves as the county seat. Known as the “salad bowl of the world”, the community is surrounded by agricultural lands which drive its economy and shape its heritage. The city lies about 100 miles south of San Francisco and approximately 10 miles inland of the Monterey Peninsula. Salinas has grown tremendously over the past sixty years, with a population of less than 30,000 in 1960. Diversity is one of Salinas’ strengths, with 75 percent of residents identifying as Hispanic/Latino.

The City of Salinas requires to provide the City with a final Project Concept, Project Schedule, Final Design, Construction Plans and Specifications, cost estimate, project management, design, bidding and implementation for each of the **Projects**.

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

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





2. **Amphitheater Seating.**

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

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



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

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

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

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

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

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

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



11. **10' Wide Fitness Loop.** Add a 10' wide walking/running loop along the perimeter of the park, which measures exactly a half mile long and will be marked as such and integrate fitness stations (6-12) throughout the trail.
12. **Public Art Engagement/Integration.** Several of the Closter Park Revitalization improvements will integrate public and community-made art throughout the park adding that beautification touch and sense of placemaking to the community as well as creating an opportunity of engaging the youth and local artists.

Contractual Scope of Services

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

Labor Compliance PRE-Construction Phase

Community outreach (through project duration)

1) Community intercept outreach meeting

Services will include participation and helping during community meeting.

Deliverable: Parks and Recreation Commission Meetings translation and interpretation.

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

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

Deliverable: Monthly tracking document for compliance resolution

Labor Compliance Monitoring/ Construction Phase

1. Review contract provisions and labor compliance requirements with the project team.
2. Determine the specific labor standards and dates of effect for wages for the construction project
3. Set up and maintain all compliance files and documents relating to prevailing wage activities;



4. Set up and maintain labor compliance files tracking the prime contractor and subcontractors.
5. Attend pre-construction meetings to discuss prevailing wage requirements with contractor and subcontractors.
6. Review Contractor's compliance with all State required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.
7. Verify that certified payroll records are submitted by prime contractors and their subcontractors
8. Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.
9. Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
10. Review and verify Fringe Benefit Statements are consistent with the contract provisions and State of California requirements.
11. Monitor the submittal of Training Fund Contribution Reports.
12. Monitor workforce utilization reports to verify trade and apprenticeship participation.
13. Identify violations and investigate complaints of underpayment to workers.
14. Notify BFS Landscape Architects regarding delinquent, uncertified, inaccurate and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities

1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.
2. Calculate and recommend to **BFS Landscape Architects** the amount of wages that will be withheld from the contractor's payments/retention.



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



Compensation

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

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

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

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

Conclusion

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

Sincerely,

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



Fee Schedule

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

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

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

Scope of Services

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

PROJECT DESCRIPTION.

The City has allocated funding to install (2) universal playgrounds, (1) at Northgate Park and (1) at Williams Ranch Park. The universal playgrounds are to be thematic in nature and include supplemental amenities such as site furnishings, shade canopies and accessible pathway improvements. Provided in the scope below is support of City staff to facilitate and conduct community engagement, the preparation of construction documents and support of the City during the Construction period. Also included with this scope and fee is the proposal and fees for G7ei and 360 PSM to conduct City project management, budget management, construction management and Labor Compliance

Attached to this scope and fee is a memo prepared by BFS and shared with City staff; This memo provides an estimate of probable construction costs at a planning level. The scope and fee prepared below reflect an estimated construction cost of \$868,840 for both playgrounds together. This cost reflects new play equipment, site furnishings, amenities, accessibility improvements and a combination of both poured-in-place resilient surfacing and engineered wood fiber resilient surfacing.



1.0 CONCEPTUAL DESIGN

- 1.01 Attend project start up meeting. Review scope of services, community engagement process, schedule, and anticipated construction budget with Owner and Project Manager [PM].
Deliverable: BFS to prepare summary and meeting minutes of start up meeting, BFS to submit project schedule
- 1.02 Visit Northgate Park and Williams Ranch Park with Owner and PM. Review and discuss existing site conditions and photograph for in-house design reference.
Deliverable: BFS to prepare summary of site visit and provide recommendations for anticipated site improvements.
- 1.03 Surveying consultant to prepare and submit site topographic survey for both parks Survey include aerial mapping and limited site survey information as determined by the park sites' limit of work. BFS to prepare composite base plan for Design Team use.
Deliverable: Submit site topographic survey information (in AutoCAD base format) to Owner for future use.
- 1.04 Arborist consultant to prepare and submit arborist review and recommendations for Williams Ranch Park.
Deliverable: Submit arborist report and recommendation to Owner for future use.
- 1.05 Coordinate and discuss site storm water management strategies with PM and Civil Engineer. It is anticipated that both park sites will require site accessibility improvements and addition of impervious surfaces to the sites will required storm water management.
Deliverable: BFS to prepare summary and meeting minutes of storm water strategy discussion
- 1.06 Community meeting #1 (Northgate Park): Meet with Owner and PM to review agenda and goals of first community. BFS to prepare visual image boards and conduct multiple 'dot surveys' to gather the community's preferences on playground themes, playground equipment and supporting site amenities. BFS to prepare a digital survey material through Google Forms. Online surveys to be made available through City website and

Universal Playgrounds Concept Development.docx

BFS Landscape Architects ▪ bfsla.com

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

social media sites.

Deliverables: BFS to prepare community meeting materials (both in-person and online materials) and submit to Owner and PM for review.

- 1.07 Community meeting #2 (Williams Ranch Park): Meet with Owner and PM to review agenda and goals of first community. BFS to prepare visual image boards and conduct multiple 'dot surveys' to gather the community's preferences on playground themes, playground equipment and supporting site amenities. BFS to prepare a digital survey material through Google Forms. Online surveys to be made available through City website and social media sites.
Deliverables: BFS to prepare community meeting materials (both in-person and online materials) and submit to Owner and PM for review.
- 1.08 Community outreach review meeting. Review with Owner and PM responses received from community outreach meetings. Review and discuss BFS recommendations for developing concept alternatives, including potential themes, playground equipment selections, supporting site amenities and construction budget estimates.
Deliverable: BFS to prepare summary and meeting minutes of community outreach review meeting
- 1.09 Develop no more than (3) draft conceptual design sketches (for each park) including playground theme, playground equipment, accessibility improvements and site supporting amenities. Sketches to be hand drawn and overlaid on scaled site base. Sketches to be supported with imagery and product materials. Prepare estimate of probable construction costs. Submit for Owner and PM review.
Deliverable: BFS to prepare and submit conceptual design sketches, image boards and construction cost estimates
- 1.10 Review and refine final conceptual design sketches, image boards and cost estimates based on comments received from Owner and PM. BFS to prepare illustrative conceptual design sketches (for each park). BFS to coordinate with playground manufacturers to create 3D model renderings of each concept sketch. Submit for Owner and PM review.
Deliverable: BFS to prepare and submit final conceptual design sketches, image boards and construction cost estimates

2.0 DESIGN DEVELOPMENT

Scope and fee assumes biweekly coordination meetings with Owner and PM

- 2.01 BFS to complete a Design Manual to document research, products and cost of proposed design. Elements of the design manual to include:
A. Site Furnishings
B. Site Paving
C. Play Features
D. Shade Structures
Deliverable: Prepare and submit Design Manual to Owner / PM
- 2.02 Design Manual Review. Meeting with City via online web conferencing. Prepare meeting minutes for City and Design Team
Deliverable: BFS to prepare summary and meeting minutes of Design Manual review discussion
- 2.03 Design Development Coordination across the disciplines to prepare the 50% Design Development

Documents

- A. Civil Engineer to coordinate with the Design Team
 - 1. Prepare stormwater management plan-coordinate with BFS on capturing site runoff and creating onsite treatment areas to meet local codes

- 2.04 Design Team to prepare and submit 50% Design Development Drawings. Submittal to include Cost Estimate. Drawings package to include
 - A. Cover Sheet
 - B. Existing Conditions Plan
 - C. Demolition Plan
 - D. Construction Plan
 - E. Grading and Drainage Plan
 - F. Construction Details
 - G. Irrigation Plan
 - H. Planting Plan
 - I. Irrigation and Planting Details
 - J. Stormwater Management Plan

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

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

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

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

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

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

3.0 CONSTRUCTION DOCUMENTS & PERMITTING

Scope and fee assumes biweekly coordination meetings with Owner and PM

- 3.01 Based on approved Design Development drawings, prepare and submit electronically 75% complete Construction Drawings (CDs), submittal includes technical specifications and estimate of probable construction costs.
Deliverable: Design Team to prepare and submit 75% CD plans, construction cost estimate and specifications.

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

- 3.03 Meet with Owner and PM to review 75% Construction Document Package and Cost Estimate. Deliverable: Prepare meeting minutes for City and Design Team
Deliverable: BFS to prepare summary and meeting minutes of 75% DD review discussion
- 3.04 Based upon Owner / PM review, complete 90% CDs / Permit Set. Prepare estimate of probable construction costs and technical specifications in CSI format. Prepare building permit application and compile all required reports and information. Submit electronically and review with Owner / PM. Coordinate with building permit application with PM
Deliverable: Design Team to prepare and submit 90% CD plans, construction cost estimate and specifications.
- 3.05 Compile and distribute agency plan-check comments for Owner / PM and sub-consultant review.
- 3.06 Based on plan-check comments, complete 100% CDs / Bid-set drawings, Technical Specifications, and Bid-Form.
 - A. Owner / PM will distribute copies of bid-documents.
 - B. Arrange for printing and distribution of copies of bid-documents if required by the Owner / PM as an additional reimbursable cost.*Deliverable: Design Team to prepare and submit 100% CD plans, construction cost estimate and specifications for bidding.*

4.0 BIDDING & CONSTRUCTION ADMINISTRATION

- 4.01 Attend pre-bid meeting with Owner / CM and potential bidders to discuss bidding procedures.
 - A. Prepare meeting minutes for the Owner / CM
- 4.02 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.
 - A. Assist Owner / CM in evaluating bids received.
- 4.03 Prepare and attend Bid Award Salinas City Council Meeting 03. See above task for approach.
Deliverables:
 - A. *BFS to prepare presentation materials and submit to Owner and PM for review. BFS to prepare community noticing materials.*
 - B. *BFS to assist in presentation at City Council Meeting*
- 4.04 Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.
- 4.05 Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
 - A. Prepare meeting minutes for the Owner / CM
- 4.06 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.
- 4.07 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.

- 4.08 Review and comment on Contractors Pay Applications and Proposed Change Orders.
- 4.09 Attend [12] bi-weekly project (OAC) meetings and on-site construction reviews followed by written field reports and/or meeting minutes. Assumes [6]-months construction and [1]-month landscape maintenance. Reviews to include:
 - A. Substantial Completion Review – at start of landscape maintenance
 - B. Punch-list Check – during landscape maintenance
 - C. Final Review – at end of landscape maintenance
- 4.10 Prepare Record Drawings based on As-Built drawings provided by the Contractor.
- 4.11 Close-out project including administrative documentation.

10.0 ADDITIONAL SERVICES

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

- 10.01 Additional community meetings as authorized by the Owner / PM.
- 10.02 Additional coordination meetings as authorized by the Owner / PM.

EXCLUSIONS

The following are excluded from our scope of services.

- 1. Printing and distribution of flyers / agenda / handouts for Community meetings.
- 2. Translation services for Community meetings.
- 3. CEQA document preparation and approvals.
- 4. Geotechnical Survey / Report.
- 5. Architectural Drawings for ancillary support buildings and structures.
- 6. Lighting Design (photometrics) and related Electrical Engineering,
- 7. ADAAG (Accessible route) / Signage Plan. Assumed to be in architectural scope.
- 8. Signage & graphics artwork.
- 9. LEED / CALGREEN rating-based project development and documentation.
- 10. Off-site improvements, except for utility connections.
- 11. Division 1 (General Conditions and Special Provisions) Project Specifications.
- 12. Printing of drawings on Mylar.

-END -

COMPENSATION

1.0	CONCEPTUAL DESIGN	\$49,145
	BFS (PRIME).....	\$25,465
	SANDIS (CIVIL & SURVEY)	\$18,555
	ONO CONSULTING (ARBORIST)	\$3,125
	LUPITA JAIME (TRANSLATION)	\$2,000
2.0	DESIGN DEVELOPMENT	\$28,550
	BFS (PRIME).....	\$17,480
	SANDIS (CIVIL & SURVEY)	\$11,070
3.0	CONSTRUCTION DOCUMENTS & PERMITTING	\$38,815
	BFS (PRIME).....	\$22,960
	SANDIS (CIVIL & SURVEY)	\$15,855
4.0	BIDDING & CONSTRUCTION ADMINISTRATION	\$34,195
	BFS (PRIME).....	\$28,230
	SANDIS (CIVIL & SURVEY)	\$5,965
5.0	PROJECTMANAGEMENT.....	\$7,232
	G7ei Inc Scope and Fee	
6.0	BUDGET MANAGEMENT.....	\$3,332
	G7ei Inc Scope and Fee	
7.0	CONSTRUCTION MANAGEMENT.....	\$28,052
	G7ei Inc Scope and Fee	
8.0	LABOR COMPLIANCE: PRECONSTRUCTION.....	\$1,500
	360 PSM Scope and Fee	
9.0	LABOR COMPLIANCE: CONSTRUCTION	\$8,125
	360 PSM Scope and Fee	
10.0	ADDITIONAL SERVICES	
	10.01 Additional Community Meetings.....	\$10,000/ea
	10.02 Additional Coordination Meetings	\$400/ea
	REIMBURSABLE EXPENSES BUDGET	\$5,000
	TOTAL (NIC ADDITIONAL SERVICES)	\$203,946

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

Attachments: Standard Schedule of Compensation, dated 5/2022.

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

Standard Schedule of Compensation

May 2022



GENERAL

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

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

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

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

October 13, 2022



MEMO TO: Kristan Lundquist & Ana Ambriz (City of Salinas)

FROM: Beth Matz (BFS)

RE: **Universal Playgrounds at Northgate Park & Williams Ranch**
Conceptual Construction Cost Estimates

Northgate Park

1. Existing playground area is 8,034 sq ft
2. Conceptual Planning Costs
 - a. New Playground Surfacing
 - i. Poured in Place (\$35/sf) = \$281,190
 - ii. Engineered Wood Fiber, assumes 12" depth (\$5/sq) = \$40,170
 - b. 2-5 yr. Play Area - 2,703sf (assume 1/3 of total playground area)
 - i. Structure : \$65,000
 - ii. Swings: \$25,000
 - iii. Freestanding Equipment (spinners, rockers, see-saws, play panels): \$45,000

Total: \$135,000
 - c. 5-12 Play Area – 5,331 sf
 - i. Structure: \$100,000
 - ii. Swings: \$45,000
 - iii. Freestanding Equipment (spinners, rockers, see-saws, play panels): \$65,000

Total: \$210,000
 - d. Shade Structure
 - i. Provide site coverage over 1000 sf of the playground area - \$100/sf for shade

Total: \$100,000
 - e. Site Improvements
 - i. Drainage
 - ii. Accessible ramps into playground
 - iii. Hardscape
 - iv. Site Furnishings

Total: \$75,000
3. Total Cost with Poured in Place Resilient Surfacing : **\$801,190**
 - a. \$99.75/sf

20221013_Universal Playground Cost Memo.docx

20221013_Universal Playground Cost Memo.docx

4. Total Cost with Engineered Wood Fiber Resilient Surfacing: **\$560,170**
 - a. \$69.75/sf

Williams Ranch Park

1. Existing playground area is 3,283 sf, its may be possible to expand the footprint to 5,687 sf. The costs below assume the original footprint
2. Conceptual Planning Costs
 - a. New Playground Surfacing
 - i. Poured in Place (\$35/sf) = \$114,905
 - ii. Engineered Wood Fiber, assumes 12" depth (\$5/sq) = \$16,415
 - b. 2-5 yr. Play Area – BFS recommends limiting the age limit at this park to 2-5 yrs based on the size of the playground footprint
 - i. Structure : \$25,000
 - ii. Swings: \$10,000
 - iii. Freestanding Equipment (spinners, rockers, see-saws, play panels): \$15,000**Total: \$50,000**
 - c. Shade Structure
 - i. Provide site coverage over 500 sf of the playground area - \$100/sf for shade**Total: \$50,000**
 - d. Site Improvements
 - i. Drainage
 - ii. Accessible ramps into playground
 - iii. Hardscape
 - iv. Site Furnishings**Total: \$22,500**
3. Total Cost with Poured in Place Resilient Surfacing: **\$237,405**
 - a. \$72.31/sf
4. Total Cost with Engineered Wood Fiber Resilient Surfacing: **\$138,915**
 - a. \$42.31/sf

Thank you.

–END–

Project Management, Budget Management for Universal Park

Project Understanding

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

Project Manager

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

Project Description and Project Goals

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

Review of Existing Information

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

Project Development and Design Phase

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

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

Pre-Construction Phase Services:

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

Project Management

Services will include coordination with City staff, prime consultant, for the preparation of design plans and construction bid documents. Action items on project deliverables and tracking of schedule of grant deadlines.

Deliverable: Actions items prepared for project management tracking to keep project on budget and on schedule.

Budget Management

Services will include develop a budget spreadsheet that tracks design phase services, construction phase services, construction costs, city costs, and city reimbursements.

Deliverable: Budget Spreadsheet and tracking invoices and State payments to the City

Construction Management and Construction Inspection for Universal

Construction Phase Services

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

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

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


Construction Inspection efforts will include:

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

Construction Management and Construction Inspection

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

Deliverable: Construction Field reports, Construction Management Action Items

		10-Oct-22				
 <p style="text-align: center;">City of Salinas Universal Playground Project Management, Budget Management</p>					Total Resource Hours	Total Resource Costs
		Senior Project Manager	Project Manager III	Construction Inspector III		
		2023 Rates*	\$248	\$195	\$150	
1 –Project Management						
Senior Project Manager		4	32		4.0	\$7,232
2 –Budget Management						
Senior Project Manager		4	12		4.0	\$3,332
3 –Construction Management						
Senior Project Manager		4	28		4.0	\$6,452
Senior Construction Inspector				144	144.0	\$21,600
TOTAL		Hours	12.0	72.0	144.0	156.0
						\$ 38,616

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



Elizabeth Matz | Associate Principal
BFS LANDSCAPE ARCHITECTS
425 Pacific Street #201, Monterey CA 93940
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Catalina Ferreto
President
360PSM
Labor Compliance Monitoring Officer- Analyst
18110 Stonehaven Dr,
Salinas CA, 93908





09-08-2022

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

Subject: Proposal for Labor Compliance Monitoring Services City Park Revitalization and Improvement Projects for City of Salinas for [Universal Park Playgrounds Northgate and Williams Ranch Parks](#)

Dear Elizabeth:

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

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

360PSM will provide the following services for the Pre-construction phase and Construction phase of the project.

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

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

A handwritten signature in blue ink, appearing to read "Catalina Ferreto", with a horizontal line extending to the right.

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



Project Understanding

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

Universal Playground at Northgate and Williams Ranch Parks : Northgate Park is located at 1600 Seville Street and the Williams Ranch Park is located at 1530 Falcon Dive, both in the City of Salinas. The Northgate Park and Williams Ranch Park are approximately 5 acres in size each. The proposed project consists of developing and installing universal playgrounds, including theme-oriented playground equipment, site furnishings, and shade canopies that are well integrated with the existing parks. Universal playgrounds are designed to be accessible and useable by all children, to the greatest extent possible, without the need for adaptation or specialized design, allowing for diversity, social inclusion, and equality for all children. The consultant shall develop three (3) conceptual alternatives for each park for the universal playground showing playground layout, including equipment, site furnishings, paths of travel, shade structures, individual play elements, and a 3-D rendering. The consultant is to engage the community and develop these conceptual alternatives based on the community’s feedback.





Contractual Scope of Services

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

Community outreach

- 1) Community intercept outreach meeting
 - o Community meeting #1 (Northgate Park)
 - o Community meeting #2 (Williams Ranch Park)

COMMUNITY OUTREACH

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

Labor Compliance Monitoring Pre- Construction phase / Construction phase

- Ø Review the Prime Contractor and the Subcontractor payroll documents, including wage rates, fringe benefits, and forms and documents required by the State of California.
- Ø Deliverable: Monthly tracking document for compliance resolution

Labor Compliance Monitoring/ Construction Phase

1. Review contract provisions and labor compliance requirements with the project team.
2. Determine the specific labor standards and dates of effect for wages for the construction project
3. Set up and maintain all compliance files and documents relating to prevailing wage activities;
4. Set up and maintain labor compliance files tracking the prime contractor and subcontractors.



5. Attend pre-construction meetings to discuss prevailing wage requirements with contractor and subcontractors.
6. Review Contractor's compliance with all State required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.
7. Verify that certified payroll records are submitted by prime contractors and their subcontractors
8. Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.
9. Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
10. Review and verify Fringe Benefit Statements are consistent with the contract provisions and State of California requirements.
11. Monitor the submittal of Training Fund Contribution Reports.
12. Monitor workforce utilization reports to verify trade and apprenticeship participation.
13. Identify violations and investigate complaints of underpayment to workers.
14. Notify BFS Landscape Architects regarding delinquent, uncertified, inaccurate and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities

1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.
2. Calculate and recommend to **BFS Landscape Architects** the amount of wages that will be withheld from the contractor's payments/retention.
3. Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the



amount due each worker. Prepare and submit documentation to **BFS Landscape Architects**.

4. Document and file final resolutions



Compensation

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

The estimated base bid cost of this construction work is \$500,000.00

Labor Compliance PRE-Construction Phase			
Description	Hours	Rate	Total
Labor Compliance Monitoring Officer- Analyst	8	\$125/hour	\$1000
Field Interviews	4	\$125/Hour	500
Total:			\$1500

Labor Compliance -Construction Phase			
Description	Hours	Rate	Total
Labor Compliance Monitoring Officer- Analyst	45	\$125/Hour	\$5,265.00
Field Interviews	20	\$125/Hour	\$2,500.00
Total			\$8,125.00

Conclusion

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

Sincerely,

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



Fee Schedule

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

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

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

Scope of Services

El Gabilan Play Lot
November 23, 2022

PROJECT DESCRIPTION

The improvements at the El Gabilan Play Lot include assessment of the existing asphalt paving and determining the areas to be replaced and repaved and areas to be resurfaced. The consultant team will study existing drainage and make improvements as required. In addition to paving improvements the Design Team will coordinate with City staff to include site amenities such as basketball hoops, pavement striping for basketball and other court style games.



Not included in this scope of work is the preparation of schematic drawings and planning approvals due to the limited improvements and scope

Included with our scope and fee is a conceptual cost estimate prepared by BFS on November 02, 2022

3.0 CONSTRUCTION DOCUMENTS (ASSUMES 14 WEEKS DURATION)

- 3.01 Attend Project start up meeting. Review scope of services, project program, schedule, and construction budget with Owner and Project Manager [PM].
Deliverable: BFS to prepare summary and meeting minutes of startup meeting, BFS to submit project schedule
- 3.02 Visit El Gabilan Park with Owner and PM. Review and discuss existing site conditions and photograph for in-house design reference.
Deliverable: BFS to prepare summary of site visit and provide recommendations for anticipated site improvements.
- 3.03 Community Engagement Meeting: Meet with Owner and PM to review agenda and goals of first community. BFS to prepare visual image boards for facilitating dot surveys exercise so that the City can gather the community's preferences on court games and in addition to basketball and supporting site amenities. City staff to facilitate Community Meeting. BFS to prepare digital survey material through Google Forms. Online surveys to be made available through City website and social media sites.
- 3.04 Surveying consultant to prepare and submit site topographic survey for park. The survey will include aerial mapping and limited site survey information as determined by the park sites' limit of work.
Deliverable: Submit site topographic survey information (in AutoCAD base format) to Owner for future use.
- 3.05 Coordinate the following items as required with Design Team:
 - a. Demolition / clear & grub areas, with the civil engineer.
 - b. Grading and drainage of pedestrian pavements and planting areas with the civil engineer.
 - c. LID storm water management strategies with the civil engineer.
 - d. Paving base and sub-grade design with the civil.
- 3.06 Prepare and submit electronically 30% complete Construction Drawings (CDs), submittal includes ~~technical specifications~~ and estimate of probable construction costs.
Deliverable: Design Team to prepare and submit 30% CD plans, construction cost estimate and specifications.

El Gabilan Play Lot.docx

- 3.07 Based upon Owner / PM review, complete 90% CDs / Permit Set. Prepare estimate of probable construction costs and technical specifications in CSI format. Prepare building permit application and compile all required reports and information. Submit electronically and review with Owner / PM. Coordinate building permit application with PM
Deliverable: Design Team to prepare and submit 90% CD plans, construction cost estimate and specifications.
- 3.08 Compile and distribute agency plan-check comments for Owner / PM and sub-consultant review.
- 3.09 Based on plan-check comments, complete 100% CDs / Bid-set drawings, Technical Specifications, and Bid-Form.
a. Owner / PM will distribute copies of bid-documents.
Deliverable: Design Team to prepare and submit 100% CD plans, construction cost estimate and specifications for bidding.

4.0 BIDDING AND CONSTRUCTION REVIEW (ASSUMES 23 WEEKS DURATION)

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

- 4.01 Attend pre-bid meeting with Owner / CM and potential bidders to discuss bidding procedures.
a. Prepare meeting minutes for the Owner / CM
- 4.02 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.
a. Assist Owner / CM in evaluating bids received.
- 4.03 Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.
- 4.04 Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
a. Prepare meeting minutes for the Owner / CM
- 4.05 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.
- 4.06 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.
- 4.07 Review and comment on Contractors Pay Applications and Proposed Change Orders.
- 4.08 Attend [6] bi-weekly project (OAC) meetings and on-site construction reviews followed by written field reports and/or meeting minutes. Assumes [3]-months construction and [1]-month landscape maintenance. Reviews to include:
a. Substantial Completion Review – at start of landscape maintenance
b. Punch-list Check – during landscape maintenance
c. Final Review – at end of landscape maintenance

- 4.09 Prepare Record Drawings based on As-Built drawings provided by the Contractor.
- 4.10 Close-out project including administrative documentation.

10.0 ADDITIONAL SERVICES

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

- 10.10 Additional meetings as authorized by the Owner / PM.
- 10.20 Geotechnical consultant to conduct soil borings and infiltration testing at park project site and provide laboratory results and recommendation report.
Deliverable: Submit geotechnical report and recommendations to Owner for future use.
- 10.30 Arborist consultant to prepare and submit arborist review and recommendations for park project site.
Deliverable: Submit arborist report and recommendation to Owner for future use.
- 10.40 Electrical consultant to review existing electrical infrastructure at project site and make provide findings in report.
Deliverable: Submit Electrical Existing Conditions report to Owner for future use.
- 10.50 Electrical consultant to prepare and submit construction documents, specifications, cost estimates. Electrical consultant to provide construction administration support.
Deliverable: 30%, 90%, 100% Construction Documents, Specifications and Cost Estimates. Review and response to RFIS, Submittals and provide onsite field reviews as needed for scope of work.

EXCLUSIONS

The following are excluded from our scope of services.

1. CEQA document preparation and approvals.
2. Architectural Review Board Submittal.
3. Architectural Drawings for ancillary support buildings and structures.
4. Utility Engineering including domestic water supply
5. Off-site improvements, except for utility connections.
6. Testing fees for construction testing procedures, i.e., compaction testing, percolation testing, construction staking verification
7. Division 1 (General Conditions and Special Provisions) Project Specifications.

-END-

SCHEDULE

TASK 3.0 CONSTRUCTION DOCUMENTS	DATES
3.01 – Project Start-up Meeting	January 03, 2023
3.02 – Site Visit	January 03, 2023
3.03 – Community Engagement Meeting	January 21, 2023
3.04 – Prepare and submit site surveys and topo files	January 03, - January 27, 2023
3.05 – Coordinate with Design Team	January 16 – February 3, 2023
3.06 – Prepare and submit 30% CDS with cost estimate and specifications	January 16 - February 3, 2023
3.07 – Prepare and submit 90% CDs (Permit Set)	February 13 – April 7, 2023
3.08 – Compile agency plan check comments	April 10, 2023
3.09 – Prepare and submit 100% CDs (Bid Set)	April 10 – April 28, 2023
TASK 4.0 BIDDING & CONSTRUCTION ADMINISTRATION	DATES
4.01 – Attend pre-bid meeting	May 15, 2023
4.02 – Provide assistance during bid process	May 15 – June 16, 2023
4.03 – Prepare and submit conform drawing set	June 19 – June 30, 2023
4.04 – Attend pre-construction meeting	July 17, 2023
4.05 – Review and respond to RFIs	July 17 – October 27, 2023
4.06 – Review and respond to Submittals	July 1, – October 27, 2023
4.07 – Review and comment on Contractor Change Orders	July 17 – October 27, 2023
4.08 – Attend construction meetings, perform field reviews	July 17 – October 27, 2023
4.09 – Prepare record drawings	October 30 – November 17, 2023
4.10 – Close out project	November 20, 2023

COMPENSATION

3.0	CONSTRUCTION DOCUMENTS	\$26,725
	BFS (PRIME).....	\$6,560
	SANDIS (CIVIL & SURVEY)	\$18,005
	D.C. URFER (STRUCTURAL).....	\$2,160
4.0	BIDDING & CONSTRUCTION REVIEW	\$16,005
	BFS (PRIME).....	\$10,300
	SANDIS (CIVIL & SURVEY)	\$4,265
	D.C. URFER (STRUCTURAL).....	\$1,440
5.0	PROJECT MANAGEMENT (G7ei).....	\$7,444
	See attached G7ei Inc Scope and Fee	
6.0	BUDGET MANAGEMENT (G7ei)	\$4,112
	See attached G7ei Inc Scope and Fee	
7.0	CONSTRUCTION MANAGEMENT (G7ei).....	\$20,852
	See attached G7ei Inc Scope and Fee	
8.0	LABOR COMPLIANCE: PRECON (360 PSM)	\$1,250
	See attached 360 PSM Scope and Fee	
9.0	LABOR COMPLIANCE: CON (360 PSM)	\$8,750
	See attached 360 PSM Scope and Fee	
10.0	ADDITIONAL SERVICES	
	10.1 Additional Meetings	\$400 per meeting
	10.2 Geotechnical Investigation	\$8,750
	10.3 Arborist Survey	\$2,500
	10.4 Electrical Existing Conditions	\$4,836
	10.5 Electrical CDS & CA	\$10,980
	REIMBURSABLE EXPENSES BUDGET	\$2,000
	TOTAL (NIC ADDITIONAL SERVICES)	\$87,138

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

Attachments: Standard Schedule of Compensation, dated 5/2022.

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

Standard Schedule of Compensation

May 2022



GENERAL

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

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

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

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



Task	BFS Landscape Architects		BFS Landscape Architects		BFS Landscape Architects		G7E1 INC CM/Pm		360 PSM Labor Compliance		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		SANDIS Civil		DC URFFER Structural							
	Larry Foster Principal in Charge		Elizabeth Matz Associate Principal		Jing Lui Assistant PM		Paul Greenway President/Sr PM		Catalina Ferreto President		Chad Browning Senior PM		Steve Yazalina Project Manager		Thuy Nguyen Project Engineer 1		Seth Talkington Design Engineer 2		Technical Drafting Pool Drafting		Field Crew (2 Man)		Survey Sup. PLS		Survey PM Level 1		Project Surveyor Level 2		Survey Tech Level 2		Karen Wiinikka Principal					
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Dollars			
CONSTRUCTION DOCUMENTS																																				
JANUARY 2023 - APRIL 2023																																				
3.01 - Project Start up Meeting																																				
3.02 - Site Visit			2	\$410.00																																
3.03 - Community Outreach																																				
3.04 - Prepare and submit site surveys & topo files					2	\$320.00															8	\$2,600.00	2	\$570.00	3	\$585.00	8	\$1,160.00	8	\$1,000.00						
3.05- Coordinate with Design Team	1	\$220.00			4	\$640.00																														
3.06 - Prepare and submit 30% CDS					7	\$1,120.00							4	\$780.00	8	\$1,200.00	8	\$1,000.00	16	\$1,840.00											4	\$720.00				
3.07 - Prepare and submit 90% CDS	2	\$440.00			8	\$1,280.00					1	\$285.00	4	\$780.00	8	\$1,200.00	8	\$1,000.00	8	\$920.00											4	\$720.00				
3.08 - Compile plan-check comments					0	\$0.00																														
3.09 - Prepare and submit 100% CDS	2	\$440.00			8	\$1,280.00					1	\$285.00	4	\$780.00	4	\$600.00	4	\$500.00	8	\$920.00											4	\$720.00				
BIDDING AND CONSTRUCTION ADMINISTRATION																																				
MAY 2023 - OCTOBER 2023																																				
4.01 - Attend pre-bid meeting					2	\$320.00																														
4.02 - Provide assistance for bid					6	\$960.00																														
4.03 - Prepare conform set					4	\$640.00																														
4.04 - Attend pre-construction meeting					2	\$320.00																														
4.05 - Review and respond to RFIs					6	\$960.00																														
4.06 - Review and respond to Submittals					6	\$960.00																														
4.07 - Review and comment on COs	2	\$440.00																																		
4.08 - Attend construction meetings & perform field reviews	4	\$880.00			4	\$640.00					1	\$285.00	4	\$780.00	8	\$1,200.00	16	\$2,000.00																		
4.09 - Prepare record drawings	2	\$440.00			8	\$1,280.00																														
4.10 Close out project			4	\$820.00																																
4.11 Prime Consultant Project Administration			8	\$1,640.00																																
PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT & LABOR COMPLIANCE																																				
5.0-Project Management																																				
6.0-Budget Management																																				
7.0-Construction Management																																				
8.0-Labor Compliance - Pre Construction																																				
9.0-Labor Compliance - Construction																																				
TOTAL (FEE)	13	\$2,860.00	16	\$3,280.00	67	\$10,720.00	0	\$32,408.00	80	\$10,000.00	3	\$855.00	16	\$3,120.00	28	\$4,200.00	36	\$4,500.00	32	\$3,680.00	8	\$2,600.00	2	\$570.00	3	\$585.00	8	\$1,160.00	8	\$1,000.00	20	\$3,600.00	\$85,138.00	\$85,138.00		
Reimbursable Allowance																																				
TOTAL		\$2,860.00		\$5,280.00		\$10,720.00		\$32,408.00		\$10,000.00		\$855.00		\$3,120.00		\$4,200.00		\$4,500.00		\$3,680.00		\$2,600.00		\$570.00		\$585.00		\$1,160.00		\$1,000.00		\$3,600.00	\$87,138.00	\$87,138.00		

Estimate of Probable Construction Costs/Site work

Project El Gabilan PlayLot

Estimate Status:

SCOPING

Proj. #: P22-064

Date: November 1, 2022

item description	quantity	unit cost	item total	subtotal
TEMPORARY FACILITIES & CONTROLS				
Staking (Small Projects)	18,000 SF	\$1.50	\$27,000	
Temporary Construction Fence, 6' High Chainlink	300 LF	\$15.00	\$4,500	
Tree protection and care	1 EA	\$1,000.00	\$1,000	
Construction Signs	1 LS	\$2,500.00	\$2,500	\$35,000
DEMOLITION				
Clear and Grub	4,000 SF	\$1.50	\$6,000	
Saw Cut Paving	400 LF	\$5.00	\$2,000	
Demolish AC Paving and Base	14,000 SF	\$1.50	\$21,000	
Demolish BB Post and Hoop	1 LS	\$1,500.00	\$1,500	
Salvage Irrigation Heads	30 EA	\$25.00	\$750	\$31,250
EROSION CONTROL				
Erosion Control - General	18,000 SF	\$0.25	\$4,500	\$4,500
EARTHWORK & GRADING				
Fine Grading	14,000 SF	\$1.50	\$21,000	\$21,000
CONSTRUCTION - AC PAVING				
AC Paving 3" over 6" Class-II aggregate base	14,000 SF	\$6.50	\$91,000	
Painted Striping for BB Court and Play Activities	1 LS	\$7,500.00	\$7,500	\$98,500
PLANTING & IRRIGATION				
Irrigation and Planting adjustments	4,000 SF	\$6.00	\$24,000	\$24,000
Equipment - Sports				
Basketball Goal Set	1 EA	\$10,000.00	\$10,000	\$10,000
Subtotal				\$224,250
		25% Design Contingency		\$56,062.50
		8% Bonds & Mobilization		\$22,425.00
		10% Construction Contingency		\$28,031.25
		Testing and Inspections		\$35,000.00
		8% Escalation		\$22,425.00
Total				\$388,194

The above items, amounts, quantities, and related information are based on BFS Landscape Architects' judgment at this level of document preparation and is offered only as reference data. BFS has no control over construction quantities, costs, and related factors affecting costs, and advises the client that significant variations may occur between this estimate of probable construction costs and actual construction prices.

Project Management, Budget Management for El Gabilan Park

Project Understanding

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

Project Manager

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

Project Description and Project Goals

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

Review of Existing Information

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

Project Development and Design Phase

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

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

Pre-Construction Phase Services:

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

Project Management

Services will include coordination with City staff, prime consultant, for the preparation of design plans and construction bid documents. Action items on project deliverables and tracking of schedule of grant deadlines.

Deliverable: Actions items prepared for project management tracking to keep project on budget and on schedule.

Budget Management

Services will include develop a budget spreadsheet that tracks design phase services, construction phase services, construction costs, city costs, and city reimbursements.

Deliverable: Budget Spreadsheet and tracking invoices

Construction Management and Construction Inspection for El Gabilan Park

Construction Phase Services

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

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

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


Construction Inspection efforts will include:

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

Construction Management and Construction Inspection

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

Deliverable: Construction Field reports, Construction Management Action Items

1-Nov-22						
 <p style="text-align: center;"> City of Salinas El Gabilan Project Management, Budget Management, Construction Management </p>		Senior Project Manager	Project Manager III	Construction Inspector III	Total Resource Hours	Total Resource Costs
	2023 Rates*	\$248	\$195	\$150		
1 –Project Management						
Senior Project Manager		8	28		8.0	\$7,444
2 –Budget Management						
Senior Project Manager		4	16		4.0	\$4,112
3 –Construction Management						
Senior Project Manager		4	28		4.0	\$6,452
Senior Construction Inspector				96	96.0	\$14,400
TOTAL	Hours	16.0	72.0	96.0	112.0	\$ 32,408

EL Gabilan Play-Lot

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



Elizabeth Matz | Associate Principal

BFS LANDSCAPE ARCHITECTS

425 Pacific Street #201, Monterey CA 93940

831.646.1383 p | 831.582.7723 c | beth@bfsla.com



Catalina Ferreto

President

360PSM

Labor Compliance Monitoring Officer- Analyst

18110 Stonehaven Dr,

Salinas CA, 93908





09-08-2022

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

Subject: Proposal for Labor Compliance Monitoring Services City Park Revitalization and Improvement Projects for City of Salinas for [EL Gabilan Play-Lot](#)

Dear Elizabeth:

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

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

360PSM will provide the following services for the Pre-construction phase and Construction phase of the project.

- **Labor Compliance**

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

A handwritten signature in blue ink, appearing to read "Catalina Ferreto", is written over a circular stamp or seal.

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



Project Understanding

BFS Landscape Architects team interested in **Professional Labor Compliance Monitoring Services for City of Salinas**. Project Title: **City Park Revitalization and Improvement Projects for EL Gabilan Play-Lot** The City of Salinas has a population of 165,000 people, is the largest city in the County of Monterey and serves as the county seat. Known as the “salad bowl of the world”, the community is surrounded by agricultural lands which drive its economy and shape its heritage. The city lies about 100 miles south of San Francisco and approximately 10 miles inland of the Monterey Peninsula. Salinas has grown tremendously over the past sixty years, with a population of less than 30,000 in 1960. Diversity is one of Salinas’ strengths, with 75 percent of residents identifying as Hispanic/Latino.

The City of Salinas requires to provide the City with a final Project Concept, Project Schedule, Final Design, Construction Plans and Specifications, cost estimate, project management, design, bidding and implementation for each of the **Projects**.

EL Gabilan Play-Lot

The El Gabilan Play Lot is a small park located at 263 Toro Avenue and is 0.46 acre in size. The proposed project would resurface existing asphalt and incorporate a new half basketball court and/or other playground games (i.e., hopscotch, four-square, etc.) at El Gabilan Play Lot. The consultant is responsible for designing and providing complete, biddable, and constructible design documents with all supporting information and approvals.



Contractual Scope of Services

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

Labor Compliance Monitoring Pre- construction support services / Construction services

- Ø Review the Prime Contractor and the Subcontractor payroll documents, including wage rates, fringe benefits, and forms and documents required by the State of California.
- Ø Deliverable: Monthly tracking document for compliance resolution



Labor Compliance Monitoring/ Construction Phase

1. Review contract provisions and labor compliance requirements with the project team.
2. Determine the specific labor standards and dates of effect for wages for the construction project
3. Set up and maintain all compliance files and documents relating to prevailing wage activities;
4. Set up and maintain labor compliance files tracking the prime contractor and subcontractors.
5. Attend pre-construction meetings to discuss prevailing wage requirements with contractor and subcontractors.
6. Review Contractor's compliance with all State required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.
7. Verify that certified payroll records are submitted by prime contractors and their subcontractors
8. Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.
9. Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
10. Review and verify Fringe Benefit Statements are consistent with the contract provisions and State of California requirements.
11. Monitor the submittal of Training Fund Contribution Reports.
12. Monitor workforce utilization reports to verify trade and apprenticeship participation.
13. Identify violations and investigate complaints of underpayment to workers.
14. Notify City-hired CM regarding delinquent, uncertified, inaccurate and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities



1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.
2. Calculate and recommend to **City-hired CM** the amount of wages that will be withheld from the contractor's payments/retention.
3. Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare and submit documentation to **City-hired CM**.
4. Document and file final resolutions



Compensation

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

The estimated base bid cost of this construction work is \$250,000

Labor Compliance – Pre-Construction Phase			
Description	Hours	Rate	Total
Labor Compliance Monitoring Officer- Analyst	8	\$125/Hour	\$750.00
Field Interviews	2	\$125/Hour	\$250.00
Total			\$1000

Labor Compliance - Construction Phase			
Description	Hours	Rate	Total
Labor Compliance Monitoring Officer- Analyst	50	\$125/hour	\$6,250.00
Field Interviews	20	\$125/hour	\$2,500.00
Total:			\$8,750.00

Conclusion

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

Sincerely,

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



Fee Schedule

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

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

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

**AGREEMENT — AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SALINAS AND BFS LANDSCAPE ARCHITECTS (BFS)**

This Amendment No. 1 to the Agreement for Professional Services (the “Amendment”) is entered into this 9th day of April 2024, by and between the City of Salinas (the “City”) and BFS Landscape Architects, (the “Contractor”). City and Contractor may be individually referred to herein as a “Party” and collectively the City and Contractor may be referred to as the “Parties.”

RECITALS

WHEREAS, pursuant to Resolution 22550 (N.C.S), the City and Contractor first entered into an agreement for design, program and construction management for Closter Park, El Gabilan Tot Lot, and two universal playgrounds (one at Northgate Park and one at Williams Ranch Park) effective January 2, 2023, in an amount not to exceed \$1,755,389 to which Contractor agreed to provide services to the City for this compensation (the “Agreement”); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect additional work that will be completed and by increasing the agreement compensation by \$73,200 for El Gabilan Tot-Lot.

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

TERMS

1. The total amount of compensation to be paid under the Agreement hereby increased by \$73,200. The total amount of compensation to be paid under this Amended Agreement shall not exceed \$1,828,589.
2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.


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

CITY OF SALINAS

DocuSigned by:



95AF7118EAC049A...
 Jim Pia, Interim City Manager

APPROVED AS TO FORM:

DocuSigned by:


DF000E62671844E...
 Christopher A. Callihan, City Attorney
 Rhonda Combs, Assistant City Attorney

BFS LANDSCAPE ARCHITECTS

DocuSigned by:


7F6D0F4BA47B498...
 Printed name: Larry Foster
 Title: President

**AMENDMENT NO. 2 TO
THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND BFS LANDSCAPE ARCHITECTS**

This Amendment No. 2 to the Agreement for Professional Services (the "Amendment") is entered into this 25th day of February, 2025, by and between the City of Salinas (the "City") and BFS Landscape Architects, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into a the Agreement for Professional Services effective January 2, 2023, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

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

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

TERMS

1. Section 2 of the Agreement is hereby amended to read as follows:

Term; Completion Schedule. This Agreement shall commence on January 2, 2023, and shall terminate on June 30, 2027, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.

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

Compensation. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of in Exhibit B. The total amount of compensation to be paid under this Agreement shall not exceed one million eight hundred twenty-eight thousand five hundred eighty-nine (\$1,828,589) dollars.

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

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

CITY OF SALINAS

DocuSigned by:

49009F9344B6488...
René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:

Christopher A. Callihan

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

BFS LANDSCAPE ARCHITECTS

DocuSigned by:

Larry Foster

A75DCE4DAA7D498

Printed name: Larry Foster

Title: President



Legislation Text

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

Peregrine Technologies Software Subscriptions

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



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: MAY 5, 2026
DEPARTMENT: SALINAS POLICE DEPARTMENT
FROM: CARLOS ACOSTA, CHIEF OF POLICE
BY: TONYA ERICKSON, POLICE SERVICES ADMINISTRATOR
TITLE: PEREGRINE TECHNOLOGIES SOFTWARE SUBSCRIPTION

RECOMMENDED MOTION:

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

EXECUTIVE SUMMARY:

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

BACKGROUND:

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

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

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

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

CEQA CONSIDERATION:

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

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

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

STRATEGIC PLAN INITIATIVE:

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

DEPARTMENTAL COORDINATION:

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

FISCAL AND SUSTAINABILITY IMPACT:

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

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

ATTACHMENTS:

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

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

RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUBSCRIPTION SERVICES FROM PEREGRINE TECHNOLOGIES

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

PEREGRINE CUSTOMER ORDER FORM

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

Peregrine Services																		
<p>Effective Date: April 15, 2023.</p> <p>Upon this date, Peregrine will deliver the Peregrine service to the customer by enabling access to the Peregrine platform and begin the delivery of associated implementation and support services.</p>																		
<p>Term: From the Effective Date through April 15, 2025 (“<u>Initial Term</u>”).</p>																		
<p>Service Fee: Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of \$150,000 annually for the Term as follows:</p> <ol style="list-style-type: none"> a. \$150,000 within 30 days of Peregrine invoicing Customer on Effective Date b. \$150,000 within 30 days of April 15, 2024 <p>Customer has the option to continue the use of the Peregrine service for a service fee of \$150,000 annually in three installments as follows:</p> <ol style="list-style-type: none"> c. \$150,000 within 30 days of April 15, 2025 d. \$150,000 within 30 days of April 15, 2026 e. \$150,000 within 30 days of April 15, 2027 																		
<p>Users: Customer may allow an unlimited number of employees of the Salinas Police Department to access and use the Service.</p>																		
<p>Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.</p>																		
<p>Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Type</th> <th style="text-align: left;">Vendor</th> <th style="text-align: left;">Notes</th> </tr> </thead> <tbody> <tr> <td>CAD</td> <td>Central Square</td> <td>Peregrine will integrate calls for service related to the Salinas PI jurisdiction assuming the data is made accessible by the County</td> </tr> <tr> <td>RMS</td> <td>Mark 43</td> <td>N/A</td> </tr> <tr> <td>ALPR</td> <td>Vigilant</td> <td>Peregrine will retain LPR reads for 30 days</td> </tr> <tr> <td>ALPR</td> <td>Flock</td> <td>Peregrine will retain LPR reads for 30 days</td> </tr> <tr> <td>Body-worn, Vehicle camera and Evidence</td> <td>Axon</td> <td>N/A</td> </tr> </tbody> </table>	Type	Vendor	Notes	CAD	Central Square	Peregrine will integrate calls for service related to the Salinas PI jurisdiction assuming the data is made accessible by the County	RMS	Mark 43	N/A	ALPR	Vigilant	Peregrine will retain LPR reads for 30 days	ALPR	Flock	Peregrine will retain LPR reads for 30 days	Body-worn, Vehicle camera and Evidence	Axon	N/A
Type	Vendor	Notes																
CAD	Central Square	Peregrine will integrate calls for service related to the Salinas PI jurisdiction assuming the data is made accessible by the County																
RMS	Mark 43	N/A																
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Body-worn, Vehicle camera and Evidence	Axon	N/A																

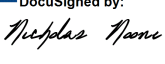
Gunshot Detection	ShotSpotter	N/A
City and Pole Camera VMS	Genetec	N/A
Field Interview Database	N/A	N/A
City of Salinas ArcGIS Layers	ESRI	N/A
RMS	Wintegrate	This system houses legacy Salinas records. Peregrine will integrate records from Wintegrate relevant to the project scope.
Search Warrant Data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

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

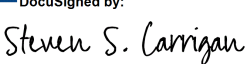
For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

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

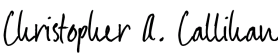
Peregrine:

DocuSigned by:

 By: _____
C23E48D6A32B478...
 Name: Nicholas Noone
 Title: President & CEO

City of Salinas:

DocuSigned by:

 By: _____
04396AE44903410...
 Name: Steven S. Carrigan
 Title: City Manager

Approved as to Form:

DocuSigned by:


DF800E82871844E...
 Christopher A. Callihan, City Attorney

TERMS AND CONDITIONS

Appendix A: Peregrine Software License Agreement Terms and Conditions

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

1. Definitions.

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

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

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

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

“**Professional Services**” has the meaning specified in Section 2.2.

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

“**SOW**” has the meaning specified in Section 2.2.

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

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

2. Provision of the Service and Additional Services.

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

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



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

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

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

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

3. Use of Service.

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

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

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

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



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

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

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

4. Fees & Payment.

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

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

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

5. Proprietary Rights.

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

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

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

6. Data Access, Sharing and Security.

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



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

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

7. Confidentiality.

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

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

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

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

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

8. Warranties & Disclaimers.

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

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



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9. Indemnification.

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

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

10. Limitation of Liability.

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

11. Term & Termination.

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

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

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



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

12. General Provisions.

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

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

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

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

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

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

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

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

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



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

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

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

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



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Appendix B: Insurance

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

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

Commercial General and Automobile Liability Insurance

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

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

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

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

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.



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

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

All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 22583 (N.C.S.)**A RESOLUTION AUTHORIZING SERVICE AGREEMENTS AND DIRECT PURCHASE OF POLICE TECHNOLOGY SYSTEMS AND EQUIPMENT**

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

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

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

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

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

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

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


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

NOES: Councilmember Rocha

ABSENT: None


ABSTAIN: None

APPROVED:

DocuSigned by:

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Kimbley Craig, Mayor

ATTEST:

DocuSigned by:

5BE31EC636A6432...

Patricia M. Barajas, City Clerk

RESOLUTION NO. 22583 (N.C.S.)**A RESOLUTION AUTHORIZING SERVICE AGREEMENTS AND
DIRECT PURCHASE OF POLICE TECHNOLOGY SYSTEMS AND
EQUIPMENT**

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

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

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

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

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

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

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


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

NOES: Councilmember Rocha

ABSENT: None

ABSTAIN: None

APPROVED:

DocuSigned by:

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Kimbley Craig, Mayor

ATTEST:

DocuSigned by:

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Patricia M. Barajas, City Clerk



Legislation Text

File #: ID#26-186, Version: 1

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

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



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: MAY 5, 2026
DEPARTMENT: COMMUNITY DEVELOPMENT
FROM: LISA BRINTON, DIRECTOR
THROUGH: ORLANDO REYES, ASSISTANT DIRECTOR
BY: KAYSHLA LOPEZ, HOMELESS SERVICES MANAGER
TITLE: REALLOCATION AND APPROPRIATION OF HOME-ARP, NATIONAL OPIOID SETTLEMENT, AND GENERAL FUNDS FOR SALINAS OUTREACH AND RESPONSE TEAM, FAIRVIEW HOMEKEY PROJECT, AND CHINATOWN NAVIGATION CENTER OPERATIONS

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing:

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

EXECUTIVE SUMMARY:

In February 2026, City Council allocated HOME-ARP funds through Resolution No. 2026-023, to support services in the form of rental assistance at the Fairview Homekey Project. Since then, the Housing Authority of Monterey County (HACM) has identified an allocation of 20-year Project Based Vouchers (PBV) for the Fairview Project as of April 2026. Due to federal funding restrictions, the PBV rental assistance cannot be commingled with other federal funding (HOME-

ARP) for tenant rental assistance. Approval of the proposed reallocations and appropriations matches grant and General Fund dollars to support Fairview Homekey Project (Fairview), Salinas Outreach and Response Team (SORT) and Chinatown Navigation Center operations addresses this concern.

BACKGROUND:

On March 21, 2023, the City Council approved Resolution No. 22620, adopting the HOME-ARP Allocation Plan, prioritizing permanent supportive housing and supportive services for individuals experiencing homelessness. Subsequently, on February 24, 2026, City Council allocated HOME-ARP funds through Resolution No. 2026-023, to support services in the form of rental assistance at the Fairview Homekey Project (Fairview), a permanent supportive housing site. Fairview consists of 46 studio units currently owned by the Housing Authority of the County of Monterey and serves individuals experiencing homelessness, including those with behavioral health and other complex needs.

The Housing Authority of Monterey County and the City of Salinas meet regularly in preparation for the lease-up of Fairview and launch of supportive services. During a recent meeting, HACM notified the City of its intent to apply PBVs to the Fairview Project. As of April 2026, HACM has submitted a 20-year Project Based Voucher Housing Assistance Payments Contract to support the Fairview Project.

After speaking with HUD representatives, City staff confirmed that HOME-ARP funds cannot be used for ongoing operating costs at Fairview under the approved activity structure. Due to federal funding limitations, PBVs and HOME-ARP cannot be layered for the same eligible cost of rental assistance. To avoid delays and maintain compliance, City staff developed a funding reallocation strategy. Staff propose to reallocate funding with eligible uses as shown in Table 1 below:

Table 1 Proposed Funding		
Project	Current Funding Source	Proposed Alternate Funding Source
Fairview Homekey operations	HOME-ARP	Opioid Settlement Funds
Salinas Outreach and Response Team (SORT) operations	National Opioid Settlement Funds	HOME-ARP
Chinatown Navigation Center Operations	N/A	DST (3181) General Fund

The available National Opioid Settlement Funds provide the necessary flexibility to support ongoing operations at the Fairview Homekey Project, including housing stabilization and services for residents with behavioral health and substance use needs. Given that the Fairview population includes individuals experiencing homelessness with high rates of mental health and substance use disorders, the use of National Opioid Settlement Funds is both appropriate and aligned with the intent of the funding to address the impacts of the opioid crisis.

The proposed funding reallocation and appropriation also supports the City's HOME-ARP Allocation Plan by prioritizing investment in eligible supportive services through SORT while ensuring that permanent supportive housing operations at Fairview remain adequately resourced. No substantial amendment is required.

The City previously anticipated the closure of the Chinatown Navigation Center in alignment with of the Fairview Homekey Project, as clients being served at the CNC are intended to be housed at the Fairview property. However, delays in the lease of Fairview has created the need to extend operations to prevent gaps in sheltering current tenants.

City staff recommend extending CNC operations through May 30, 2026, utilizing up to \$200,000 in available unused funds that were originally appropriated to the Downtown Streets Team (DST) program after DST ceased operations in late 2025. This extension will maintain critical shelter capacity during the transition period, prevent returns to unsheltered homelessness, and support continued housing placements into Fairview and other available resources.

During this period, CNC operations will be adjusted to focus on core shelter services, ensuring safety and basic needs are met, while continuing housing navigation and referral coordination. Services will be aligned with a transition-focused approach to support clients in securing stable housing outcomes as units at Fairview become available.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

This action supports the City Council Strategic Plan Housing strategy of promoting housing stability and supportive services to individuals experiencing homelessness. Approving this initiative will strengthen system coordination through the Salinas Outreach and Response Team (SORT) and will ensure continuity of shelter and housing resources during the transition period associated with the Fairview Homekey Project.

DEPARTMENTAL COORDINATION:

This agenda item was prepared by the Community Development Department in Coordination with the City Attorney, Finance Department and the Housing Authority of the County of Monterey (HACM).

FISCAL AND SUSTAINABILITY IMPACT:

The recommended action authorizes the reallocation of \$1,190,337 in HOME-ARP funds from the Fairview Homekey Project to support eligible supportive services provided through the Salinas Outreach and Response Team (SORT), and the corresponding reallocation of approximately \$1,098,303 in National Opioid Settlement Funds collected to-date and fund balance available for FY 2025-2026 to support the Fairview Homekey Project operations. The remaining \$92,034 in National Opioid Settlement funds will be appropriated through the FY 2026-2027 budget. Additionally, this action authorizes the use of up to \$200,000 in existing unused program funds, originally appropriated for DST, to extend operations of the Chinatown Navigation Center (CNC) through May 30, 2026. There is no additional fiscal impact on the General Fund.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
2931	30.3240-69.1240	Financial Assistance CASP	\$2,485,337	(\$1,190,337)
2931	30.3242-Salaries & Benefits	Salaries and Benefits	\$0	\$1,190,337
2514	00.0000-54.8010	Use of money and property Investment Earnings	\$0	\$43,389
2514	00.0000-55.4550	Intergovernmental Opioids Settlement Fund OSF	\$0	\$235,917
2514	30.3240-69.1680	Financial Assistance Housing Authority	\$0	\$1,098,303
1000	30.3181-63.6010	Outside Services Other Outside Services	\$513,323	(\$200,000)
1000	30.3181-69.1262	Financial Assistance Community Homeless Solutions	\$0	\$200,000

ATTACHMENT:

Resolution Authorizing Funding Reallocation and CNC Appropriation

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

REALLOCATION AND APPROPRIATION OF HOME-ARP, NATIONAL OPIOID SETTLEMENT, AND GENERAL FUNDS FOR SALINAS OUTREACH AND RESPONSE TEAM, FAIRVIEW HOMEKEY PROJECT, AND CHINATOWN NAVIGATION CENTER OPERATIONS

WHEREAS, on March 21, 2023, the City Council adopted Resolution No. 22620 approving the HOME-American Rescue Plan (HOME-ARP) Allocation Plan to support individuals experiencing homelessness; and

WHEREAS, on February 24, 2026, the City Council approved Resolution No. 2026-023 allocating HOME-ARP funds to support services in the form of rental assistance for the Fairview Homekey Project; and

WHEREAS, the Fairview Homekey Project provides permanent supportive housing for individuals experiencing homelessness, including those with behavioral health and substance use needs and is currently owned by the Housing Authority of the County of Monterey; and

WHEREAS, the Housing Authority of the County of Monterey notified the City of its intent to apply for Project Based Vouchers to sustain the program; and

WHEREAS, HOME-ARP funds, as currently structured, are not eligible for ongoing operating costs for the Fairview Homekey Project as Project Based Vouchers cannot be layered with HOME-ARP funds for the same eligible cost; and

WHEREAS, the National Opioid Settlement Funds provide the necessary flexibility to support ongoing operations at the Fairview Homekey Project including housing stabilization and services for residents with behavioral health and substance use needs; and

WHEREAS, given that the Fairview population includes individuals experiencing homelessness with high rates of mental health and substance use disorders, the use of National Opioid Settlement Funds is both appropriate and aligned with its intent to address the impacts of the opioid crisis; and

WHEREAS, the City previously anticipated the closure of the Chinatown Navigation Center in alignment with the Fairview Homekey Project, as clients being served are intended to be housed at the Fairview property, however, delays in lease-up have created the need to extend operations to prevent gaps in sheltering current tenants; and

WHEREAS, the City desires to allocate the HOME-ARP funds to eligible supportive services provided through the Salinas Outreach and Response Team (SORT), while reallocating National Opioid Settlement Funds to support Fairview Homekey Project operations, and increase the agreement with Community Homeless Solutions to extend operations of the Chinatown Navigation Center through May 30, 2026, using General Funds originally appropriated for Downtown Streets Team services; and

WHEREAS, the City Council finds that the proposed action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby authorizes the reallocation of and appropriation of \$1,190,337 of HOME-American Rescue Plan (HOME-ARP) from the Housing Authority of the County of Monterey for the Fairview Homekey Project, to support Salinas Outreach and Response Team (SORT) supportive services.

BE IT FURHTER RESOLVED that the Salinas City Council hereby authorizes the reallocation of \$1,190,337 of National Opioid Settlement Funds to the Housing Authority of the County of Monterey for the Fairview Homekey Project operations.

BE IT FURHTER RESOLVED that the Salinas City Council hereby authorizes to increase an appropriation of \$279,306 in revenue and \$1,098,303 in expenses of National Opioid Settlement Funds to the Housing Authority of the County of Monterey.

BE IT FURHTER RESOLVED that the Salinas City Council hereby authorizes the reallocation and appropriation of \$200,000 of General Fund dollars from Downtown Streets Team in Division 3181 to extend operations of the Chinatown Navigation Center (CNC) operations; and

BE IT FURHTER RESOLVED that the Salinas City Council hereby authorizes the City Manager to execute Amendment No. 3 with Community Homeless Solutions to operate the CNC through May 30, 2026, and increase the total compensation by an additional \$200,000 for an amount not to exceed \$3,288,278.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

**AMENDMENT NO. 2 TO
THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND BFS LANDSCAPE ARCHITECTS**

This Amendment No. 2 to the Agreement for Professional Services (the "Amendment") is entered into this 25th day of February, 2025, by and between the City of Salinas (the "City") and BFS Landscape Architects, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into a the Agreement for Professional Services effective January 2, 2023, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

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

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

TERMS

1. Section 2 of the Agreement is hereby amended to read as follows:

Term; Completion Schedule. This Agreement shall commence on January 2, 2023, and shall terminate on June 30, 2027, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.

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

Compensation. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of in Exhibit B. The total amount of compensation to be paid under this Agreement shall not exceed one million eight hundred twenty-eight thousand five hundred eighty-nine (\$1,828,589) dollars.

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

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

CITY OF SALINAS

DocuSigned by:

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René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:

Christopher A. Callihan

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

BFS LANDSCAPE ARCHITECTS

DocuSigned by:

Larry Foster

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Printed name: Larry Foster
Title: President

**AGREEMENT — AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SALINAS AND BFS LANDSCAPE ARCHITECTS (BFS)**

This Amendment No. 1 to the Agreement for Professional Services (the “Amendment”) is entered into this 9th day of April 2024, by and between the City of Salinas (the “City”) and BFS Landscape Architects, (the “Contractor”). City and Contractor may be individually referred to herein as a “Party” and collectively the City and Contractor may be referred to as the “Parties.”

RECITALS

WHEREAS, pursuant to Resolution 22550 (N.C.S), the City and Contractor first entered into an agreement for design, program and construction management for Closter Park, El Gabilan Tot Lot, and two universal playgrounds (one at Northgate Park and one at Williams Ranch Park) effective January 2, 2023, in an amount not to exceed \$1,755,389 to which Contractor agreed to provide services to the City for this compensation (the “Agreement”); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect additional work that will be completed and by increasing the agreement compensation by \$73,200 for El Gabilan Tot-Lot.

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

TERMS

1. The total amount of compensation to be paid under the Agreement hereby increased by \$73,200. The total amount of compensation to be paid under this Amended Agreement shall not exceed \$1,828,589.
2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.


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

CITY OF SALINAS

DocuSigned by:



95AF7118EAC049A...
 Jim Pia, Interim City Manager

APPROVED AS TO FORM:

DocuSigned by:


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

BFS LANDSCAPE ARCHITECTS

DocuSigned by:


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 Printed name: Larry Foster
 Title: President