

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.

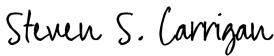
35. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it,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

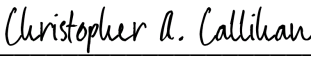
37. Mediation. In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot 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.



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

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



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





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						
 <p style="text-align: center;"> City of Salinas Closter Park Project Management, Budget Management, Grant Management </p>		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



L A N D S C A P E
A R C H I T E C T S

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

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

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>						
			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
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 [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



360PSM

Universal Playgrounds
Labor Compliance Monitoring
360PSM

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

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

- 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			
CONSTRUCTION DOCUMENTS																																			
JANUARY 2023 - APRIL 2023																																			
3.01 - Project Start up Meeting		\$0.00	2	\$410.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$410.00		
3.02 - Site Visit		\$0.00	2	\$410.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$410.00		
3.03 - Community Outreach		\$0.00		\$0.00	2	\$320.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	8	\$2,600.00	2	\$570.00	3	\$585.00	8	\$1,160.00	8	\$1,000.00		\$0.00		\$0.00	\$6,235.00
3.04 - Prepare and submit site surveys & topo files		\$0.00		\$0.00	2	\$320.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	8	\$2,600.00	2	\$570.00	3	\$585.00	8	\$1,160.00	8	\$1,000.00		\$0.00		\$0.00	\$6,235.00
3.05- Coordinate with Design Team	1	\$220.00		\$0.00	4	\$640.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$860.00		
3.06 - Prepare and submit 30% CDS		\$0.00		\$0.00	7	\$1,120.00		\$0.00		\$0.00		\$0.00	4	\$780.00	8	\$1,200.00	8	\$1,000.00	16	\$1,840.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$720.00	\$6,660.00		
3.07 - Prepare and submit 90% CDS	2	\$440.00		\$0.00	8	\$1,280.00		\$0.00	1	\$285.00	4	\$780.00	4	\$780.00	8	\$1,200.00	8	\$1,000.00	8	\$920.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$720.00	\$6,625.00		
3.08 - Compile plan-check comments		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$720.00	\$0.00		
3.09 - Prepare and submit 100% CDS	2	\$440.00		\$0.00	8	\$1,280.00		\$0.00	1	\$285.00	4	\$780.00	4	\$780.00	4	\$600.00	4	\$500.00	8	\$920.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$720.00	\$5,525.00		
BIDDING AND CONSTRUCTION ADMINISTRATION																																			
MAY 2023 - OCTOBER 2023																																			
4.01 - Attend pre-bid meeting		\$0.00		\$0.00	2	\$320.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$320.00		
4.02 - Provide assistance for bid		\$0.00		\$0.00	6	\$960.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$960.00		
4.03 - Prepare conform set		\$0.00		\$0.00	4	\$640.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$640.00		
4.04 - Attend pre-construction meeting		\$0.00		\$0.00	2	\$320.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$320.00		
4.05 - Review and respond to RFIs		\$0.00		\$0.00	6	\$960.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$960.00		
4.06 - Review and respond to Submittals		\$0.00		\$0.00	6	\$960.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$720.00	\$1,680.00		
4.07 - Review and comment on COs	2	\$440.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$440.00		
4.08 - Attend construction meetings & perform field reviews	4	\$880.00		\$0.00	4	\$640.00		\$0.00	1	\$285.00	4	\$780.00	8	\$1,200.00	16	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,785.00
4.09 - Prepare record drawings	2	\$440.00		\$0.00	8	\$1,280.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,720.00		
4.10 Close out project		\$0.00	4	\$820.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$820.00		
4.11 Prime Consultant Project Administration		\$0.00	8	\$1,640.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,640.00		
PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT & LABOR COMPLIANCE																																			
5.0-Project Management		\$0.00		\$0.00		\$0.00		\$7,444.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$7,444.00		
6.0-Budget Management		\$0.00		\$0.00		\$0.00		\$4,112.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,112.00		
7.0-Construction Management		\$0.00		\$0.00		\$0.00		\$20,852.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$20,852.00		
8.0-Labor Compliance - Pre Construction		\$0.00		\$0.00		\$0.00		\$0.00	10	\$1,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,250.00		
9.0-Labor Compliance - Construction		\$0.00		\$0.00		\$0.00		\$0.00	70	\$8,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,750.00		
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		
Reimbursable Allowance		\$0.00		\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,000.00		
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		

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						
 City of Salinas El Gabilan Project Management, Budget Management, Construction Management			Senior Project Manager	Project Manager III	Construction Inspector III	Total Resource Hours	Total Resource Costs	
		2023 Rates*	\$248	\$195	\$150			
1 –Project Management								
	Senior Project Manager		8	28		8.0	\$7,444	
2 –Budget Management								
	Senior Project Manager		4	16		4.0	\$4,112	
3 –Construction Management								
	Senior Project Manager		4	28		4.0	\$6,452	
	Senior Construction Inspector				96	96.0	\$14,400	
TOTAL			Hours	16.0	72.0	96.0	112.0	\$ 32,408

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 watermark.

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