

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND E2
CONSULTING ENGINEERS, INC.



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND E2 CONSULTING ENGINEERS, INC.**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 10 day of June, 2025, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **E2 Consulting Engineers, Inc.**, 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 June 10, 2025, and shall terminate on June 30, 2026, 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 as set forth in Exhibit B. The total amount of compensation to be paid under this Agreement shall not exceed one hundred ninety-seven thousand four hundred thirteen dollars (\$197,413).
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) 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.

Pursuant to the full language of California Civil Code §2782, design Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of design 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 design Consultant. The City agrees that in no event shall the cost to defend charged to the design Consultant exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

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. 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:

Vinod M. Badani, P.E.
E2 Consulting Engineers, Inc.
2100 Powell Street, Suite 850
Emeryville, CA 94608

(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. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

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

CITY OF SALINAS

DocuSigned by:
Rene Mendez
49009F9344B6488...
René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:
Rhonda Combs
47E1DC47F6EE4DD...
 Christopher A. Callihan, City Attorney, or
 Rhonda Combs, Assistant City Attorney

CONSULTANT

DocuSigned by:
Vinod Badani
F13E28E0F0974D5...

By (Printed Name): Vinod Badani
Its (Title): Vice 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

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June 9, 2025

Mr. David Jacobs, PE, LS
Director of Public Works and Project Manager
City of Salinas Public Works Department
200 Lincoln Avenue
Salinas, CA 93901

Project: Salinas Stormwater Grant Programs – TP1 and IWTF Facilities Improvements Project
Trash Capture, Segregated Stormwater Diversion and IWTF Electrical Improvements –
Phase 2A Project

Subject: Engineering and Construction Management Support Services

Dear David,

As per your request, E2 Consulting Engineers, Inc. (E2) has developed engineering costs to support City of Salinas (COS) for following Tasks:

1. Engineering costs associated with Stormwater Hydraulic Modeling.
2. Rehabilitation of Existing 33-inch IWW pipeline.
3. Material Testing (Soils and Concrete), re-bar inspection.
4. On-Call Construction Management Support Services as requested by COS- Construction Manager.

The scope of services to be provided under this Agreement are summarized below:

Task 1 – Stormwater Hydraulic Modeling

Background: During the preliminary design phase for this project, it was observed that 48-inch stormwater pipeline at TP1 site had a negative gradient and the City requested to coordinate design of Trash Capture Facility with City’s ongoing stormwater master planning study efforts. Wallace Group was conducting Stormwater Master Plan Study. Wallace Group had developed a stormwater hydraulic model for the Stormwater Master Plan Study. The City will provide the Stormwater Hydraulic Model to E2 and E2 will use this model to evaluate the impact and modify the design of the proposed Tash Capture Facility.

The Scope of Work is summarized below:

Task 1.1 – Hydraulic Evaluation: (Design Phase)

Review hydraulic model prepared by Wallace Group and modify as required to evaluate its impact on the proposed Trash Capture Facilities. Initial cursory review indicated that some modifications will be required either to the selection of Trash Capture Device or to the Diversion structure.

E2 Consulting Engineers, Inc. | 2100 Powell Street, Suite 850 | Emeryville, CA 94608
510.652.1164 main | 510.355.3611 fax | www.e2.com

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Task 1.2 – Modifications to Trash Capture Facilities. (Design Phase)

Based on the analysis performed under Task 1.1, Modify the design for the proposed Trash Capture Facilities. It is anticipated based on initial cursory review of the hydraulic model that modifications will be required for the Diversion Structure at Trash Capture Unit.

Subtask 1.2.1 Prepare Project Plans, Project Manual and Construction Cost Estimate.

- a. Prepare and/or modify the drawings to incorporate new elements into the design documents.
- b. Prepare and/or modify project manual to incorporate new elements into the project manual.
- c. Prepare construction cost estimate to incorporate new elements to the project.

Task 1.3 – Bidding Period Services: No additional Funding is requested.

Task 1.4 – Engineering Services During Construction. No additional Funding is requested.

Task 2 - Rehabilitation of Existing 33-inch IWW Pipeline

Background: Condition assessment of existing 33-inch IWW pipeline, owned by the City of Salinas, was conducted by Pipe and Plant Solution, Inc. under the agreement with Monterey One Water (M1W). Reports, photographs and videos taken during the condition assessment were provided by M1W to E2 and the City. These documents identified required rehabilitation of the existing 33-inch Pipeline.

Scope of Work for this task is developed based upon the review of these documents and is summarized below:

Task 2.1 – Review of Condition Assessment Documents- Reports, Photographs and Videos (Design Phase)

Review Reports, Videos and Photographs prepared by Pipe and Plant Solution, Inc. and provided by M1W. Identify the rehabilitation work required and summarize in a Technical Memorandum the short-term and long-term rehabilitation required for the 33-inch IWW Pipeline.

Task 2.2 – Prepare Contract Documents – Plans and Technical Specifications

Prepare construction documents (Plans and Specifications) in accordance with the standards established for this Project.

Task 2.3 – Bid Phase Services

Bid Phase services will be provided with the Phase 2A Project. No additional compensation will be required.

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Task 2.4 – Engineering Services During Construction (ESDC)

ESDC phase services to be provided will include the following sub-tasks:

Subtask 2.4.1 Request for Information (RFIs)

Provide Written response to Contractor’s requests for clarification and interpretation of the Contract Documents.

Subtask 2.4.2 Submittal Review

Review detailed shop drawings, erection drawings, material test reports, samples, equipment, O&M Manuals and other required submittals submitted by the Contractor for general compliance with the intent of the plans and specifications. Review only for general conformance with the design concept and general compliance with the Contract Documents.

Subtask – 2.4.3 – Testing and Start-Up

Verify that equipment tests and systems start-up and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of required personnel, and that the Contractor maintains adequate records thereof; observe, record, interpret, and report appropriate details relative to the test procedures and start-ups.

Instruct City operations personnel in the design concepts and operating parameters of the completed facility.

Subtask 2.4.4– Project Completion and Close-out

Observe mechanical/electrical/instrumentation equipment testing required by the Contract Documents. Observe the final operational tests as required by the Contract Documents. Assist the RE/City in the final inspection of the work in the company of City and Contractor. Assist the RE/City in the preparation of the Final Punch List.

Subtask 2.4.5 – As-Built Drawings

At the time of issuing Certification of Substantial Completion, gather appropriate information from the Contractor and revise the original Contract Drawings based upon information provided by the Contractor, clarification drawings, and all Change Orders issued for the work. Submit Record Drawings with three (3) sets of full-sized prints and one (1) set of reduced-size (approximately half-sized) prints; and one electronic copy to the City within thirty (30) days after Final Completion of the Construction Contract.

Task 3 – Material Testing Services

- a. **Soil Compaction Services:** Pacific Crest Engineering Inc. (PCE) to perform on-site soil testing during the construction of the Project. 80 hours are budgeted for Compaction Testing which includes preparation of compaction curves.
- b. **Concrete Testing:** PCE will take concrete samples in the field during concrete pouring operations, take concrete slump measurements and will transport

Engineering and Construction Management Support Services

2025

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concrete samples to a testing laboratory for strength testing. A minimum 4-samples will be taken for each concrete pouring event, Sample 1-to be tested at 7 days; Samples 2 and 3 – to be tested at 28-days and Sample 4 – will be a spare sample if additional testing is required. 40 hours for concrete observation and sampling are budgeted. Certified test results will be submitted for any action that may require and/or for record purposes.

- c. **Rebar Inspection:** PEC will perform field inspection of rebars installed by the Contractor prior to concrete any pour. An acceptance certification will be issued prior to pouring concrete for the project elements. 40 hours are budgeted for this task.
- d. **Project Management and Reports**
Provide effective project management to maintain project construction schedule and provide written reports for all testing and inspection services.

Task 4 - On-Call CM Support Services

On-Call services will be provided as requested by the City of Salinas Construction Manager (CM) for this Project. Total construction duration for this project is estimated at 20 Months (600 calendar days).

On-Call support will be requested by CM as necessary and will not include services included in the current Scope of Work for providing Engineering Services During Construction (ESDC).

Engineering costs to provide On-Call support are based on an average of 8 hours/month, total of 160 hours. Engineering costs for these services are budgeted at \$43,160.

Estimated engineering costs to provide the above listed tasks are provided in Attachment A, included with this letter.

Schedule of Professional rates for E2, Pacific Crest Engineering Inc. and Frisch Engineering are provided in Exhibits B-1, B-2 and B-3 respectively.

Thank you very much. If you need additional information, please contact me on 510-754-6560.

Sincerely

Vinod Badani

Vinod M. Badani, P.E.

Vice President and Project Manager

ATTACHMENT A
 City of Salinas Stormwater Grant Program - Construction Management Support Services for Trash Capture and Segregated Stormwater Diversion and RWTF Electrical Improvements Project Phase 2A -
 ESTIMATE OF ENGINEERING SERVICES FEES - CONSTRUCTION MANAGEMENT SUPPORT SERVICES

Task No.	Task Description	Project Number	Hourly Rate	Total Estimated Hours	Total Estimated Labor Cost	Subcontractor Fee	Other Fees	Total Cost (P1 + P2 + P3)	Project Engineer	Senior Designer	Civil Designer	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total Cost
1 Stormwater Hydraulic Model and Modification to Trash Capture Facilities															
1.1	Hydraulic Evaluation			2	\$ -	\$ -	\$ -	\$ -				2	\$ -	\$ -	\$ -
1.2	Modifications to Trash Capture Facilities	24	0	80	\$ 17,600	\$ 6,100	\$ -	\$ 23,700	22	0	0	22	\$ 99,280	\$ -	\$ 99,280
1.2.1	Preparatory Drawings	24	0	80	\$ 17,600	\$ -	\$ -	\$ 17,600	14	0	0	14	\$ 6,100	\$ -	\$ 6,100
1.2.2	Propose/Modify Project Manual			0	\$ -	\$ -	\$ -	\$ -	0	0	0	0	\$ -	\$ -	\$ -
1.2.3	Prepare Construction Cost Estimate			0	\$ -	\$ -	\$ -	\$ -	0	0	0	0	\$ -	\$ -	\$ -
1.2.4	180 Phase Services			0	\$ -	\$ -	\$ -	\$ -	0	0	0	0	\$ -	\$ -	\$ -
1.4	Engineering Services During Construction	24	0	80	\$ 17,600	\$ 11,100	\$ -	\$ 28,700	22	0	0	22	\$ 99,280	\$ -	\$ 99,280
2 Rehabilitation of 30-inch RWTF Pipeline															
2.1	Review Condition Assessment Documents	90	0	36	\$ 15,480	\$ -	\$ -	\$ 15,480				36	\$ 15,480	\$ -	\$ 15,480
2.2	Prepare Contract Documents	6	59	65	\$ 22,800	\$ -	\$ -	\$ 22,800				65	\$ 22,800	\$ -	\$ 22,800
2.3	3rd Phase Services	6	59	65	\$ 7,180	\$ -	\$ -	\$ 7,180				65	\$ 7,180	\$ -	\$ 7,180
2.3.1	Respond to Bidders Inquiries	6	59	65	\$ 2,000	\$ -	\$ -	\$ 2,000				65	\$ 2,000	\$ -	\$ 2,000
2.3.2	Prepare Addenda	2	4	6	\$ 2,180	\$ -	\$ -	\$ 2,180				6	\$ 2,180	\$ -	\$ 2,180
2.4	Prepare Contract Documents	2	4	6	\$ 2,000	\$ -	\$ -	\$ 2,000				6	\$ 2,000	\$ -	\$ 2,000
2.4.1	Request for Information	2	4	6	\$ 2,000	\$ -	\$ -	\$ 2,000				6	\$ 2,000	\$ -	\$ 2,000
2.4.2	Substantial Reviews	4	24	30	\$ 5,000	\$ -	\$ -	\$ 5,000				30	\$ 5,000	\$ -	\$ 5,000
2.4.3	Testing and Start-up	4	9	13	\$ 1,000	\$ -	\$ -	\$ 1,000				13	\$ 1,000	\$ -	\$ 1,000
2.4.4	Project Completion and Close-out	4	9	13	\$ 2,000	\$ -	\$ -	\$ 2,000				13	\$ 2,000	\$ -	\$ 2,000
2.4.5	As-Built Drawings	4	24	30	\$ 1,000	\$ -	\$ -	\$ 1,000				30	\$ 1,000	\$ -	\$ 1,000
Total for Task 2															
3	Material Testing	59	0	164	\$ 104	\$ 64,800	\$ -	\$ 64,800	0	0	0	0	\$ -	\$ -	\$ 64,800
3.1	Soil Compaction Testing	4	0	12	\$ 2,000	\$ 10,000	\$ -	\$ 12,000				12	\$ 12,000	\$ -	\$ 12,000
3.2	Concrete Testing	6	0	6	\$ 2,000	\$ 7,000	\$ -	\$ 9,000				6	\$ 9,000	\$ -	\$ 9,000
3.3	Re-Bar Inspection	12	0	12	\$ 3,000	\$ 7,000	\$ -	\$ 10,000				12	\$ 10,000	\$ -	\$ 10,000
3.4	PM and Report	0	0	0	\$ 0	\$ 4,000	\$ 250	\$ 4,250				0	\$ 4,250	\$ -	\$ 4,250
Total for Task 3															
4	On-Call CM Support Services	120	0	120	\$ 30,000	\$ -	\$ -	\$ 30,000	40	0	0	40	\$ 15,000	\$ -	\$ 45,000
4.1	On-Call Support	120	0	120	\$ 30,000	\$ -	\$ -	\$ 30,000	40	0	0	40	\$ 15,000	\$ -	\$ 45,000
4.2	Travel Expenses and per Diem	120	0	120	\$ 0	\$ 1,000	\$ -	\$ 1,000	0	0	0	0	\$ 0	\$ 1,000	\$ 1,000
Total for Task 4															
5	Travel Expenses and per Diem	232	0	172	\$ 152	\$ 47,880	\$ 1,250	\$ 49,280	62	0	0	62	\$ 19,395	\$ 1,000	\$ 20,395
Total for Task 1 through Task 4															
\$ 197,413															

Exhibit B-1

**E2 Consulting Engineers, Inc.
Schedule of Professional Rates**

for

City of Salinas

Salinas Stormwater Grant Program

TP1 and IWTF Facility Improvements Project

**Trash Capture, Segregated Stormwater Diversion and IWTF Electrical Improvements
Phase 2A**

July 1, 2025, through June 30, 2026

Classification	Hourly Billing Rate
Engineers	
Engineer	\$ 145.00
Engineer, Principal	\$ 165.00
Engineer, Supervising (Loren Weinbrenner, Drew McIntyre)	\$ 200.00
Project Managers/Technical Managers	
Technical Specialist (Joe Reichenberger)	\$ 210.00
Project Manager/ Principal-In-Charge (Vinod Badani)	\$ 250.00
Technical and Support	
Specialist II (Accounting Staff)	\$ 90.00
Specialist III (CADD Operator) Bill Harris, Mark Davis	\$ 145.00
GIS Data Base Manager	\$ 175.00

This schedule of professional rates is subject to revision annually. These billing rates cover salary costs, employee benefits, ordinary overhead, and profit. They also cover in-house charges for personal computers (other than CAD and GIS), word processing equipment, and routine communications (including long-distance telephone and fax). Out-of-pocket costs (such as travel and subsistence) are reimbursable at actual cost-plus 10 percent.

Exhibit B-2

**Frisch Engineers, Inc.
Schedule of Professional Rates**

for

City of Salinas

Salinas Stormwater Grant Program

TP1 and IWTF Facility Improvements Project

**Trash Capture, Segregated Stormwater Diversion and IWTF Electrical Improvements
Phase 2A**

July 1, 2025, through June 30, 2026

Classification	Hourly Billing Rate
Engineers	
Principal Engineer	\$ 250.00
Senior Engineer	\$235.00
Designers	
Senior Designer	\$ 205.00
Junior Designer	\$ 180.00
Associate Designer	\$ 140.00

Exhibit B-2