AGREEMENT — AMENDMENT NO. 2 TO MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND HARRIS AND ASSOCIATES

This Amendment No. 2 to the Master Service Agreement for Professional Services between the City of Salinas and Harris and Associates (the "Amendment") is entered into this 19th day of November 2019, by and between the **City of Salinas**, a California charter city and municipal corporation (the "City"), and **Harris and Associates**, a California Corporation, (the "Consultant"). City and Consultant may be individually referred to herein as a "Party" and collectively the City and Consultant may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Consultant first entered into a Master Service Agreement effective October 11th, 2017, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement to include the addition of a subconsultant, EcoSystems West Consulting Group, Albion Environmental, Inc., and Weber Hayes & Associates, Inc, to Exhibit A – Fee Schedule to provide biological services, cultural resources (archaeological) services and Native American consultation, and hydrogeologic and environmental engineering, hazardous materials assessments and clean up, respectively.

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

TERMS

- 1. The Master Service Agreement for Professional Services between the City of Salinas and Harris and Associates, Exhibit A Fee Schedule section, is amended to add the EcoSystems West Consulting Group, Albion Environmental, Inc., and Weber Hayes & Associates, Inc. Fee Schedules (Exhibit 1).
- 2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

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

CITY OF SALINAS		
Ray E. Corpuz, Jr., City Manager	Date	

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney	Date	
HARRIS AND ASSOCIATES INC.		
Frank S. Lopez Printed name: Frank S. Lopez	November 8, 2019	
Printed name: Frank S. Lopez Title: Engineering Director	Date	
Kate Giberson	November 7, 2019	
Printed name: Kate Giberson Title: Environmental Planning and Compliance Direc	Date	
Exhibit:		

1. Exhibit 1 – Amendment No. 2 Fee Schedule

Exhibit 1: Amendment No. 2 Fee Schedule

Albion Environmental, Inc.

Principal 3E	\$109.17 per hour
Senior Archaeologist 6C	\$104.01 per hour
Senior Archaeologist 5B	\$93.30 per hour

Weber Hayes & Associates, Inc.

Word Processing/Administrative Support	\$50 per hour
Information Technician	\$60 per hour
Staff Scientist/Technical Writer	\$65 per hour
Field Technician	\$65 per hour
Accountant	\$75 per hour
Senior Technician	\$75 per hour
Staff Geologist/Engineer	\$85 per hour
Project Geologist/Engineer	\$100 per hour
Senior Geologist/Engineer	\$120 per hour
Principal Geologist/Engineer	\$140 per hour
Associate	\$200 per hour
Court Appearances as an Expert Witness	\$1600 per day
(Minimum half day charge of COO)	

(Minimum half day charge of \$800)

EcoSystems West Consulting Group

Principal	\$145 per hour
Senior Botanist/Wetland Specialist	\$125 per hour
Senior Wildlife Biologist	\$115 per hour
Herpetologist/Wildlife Specialist	\$125 per hour
Graphics/GIS Specialist	\$100 per hour

Hourly rates shown above will not change for 1 year of agreement and are allowed an annual adjustment based on the classifications shown above. An adjusted rate schedule is effective from May 15, 2019 and on the 15th of May every year thereafter.

Subject to a 3.5% annual increase.