

**AGREEMENT FOR PRETREATMENT AND WATER QUALITY
MONITORING SERVICES OPERATION AND MAINTENACE BETWEEN
THE CITY OF SALINAS AND MONTEREY ONE WATER
FOR THE CITY OF SALINAS INDUSTRIAL WASTEWATER
TREATMENT FACILITY**

This Agreement for Pretreatment and Water Quality Monitoring Services and Operations and Maintenance between the City of Salinas and Monterey One Water for the City of Salinas Industrial Wastewater Treatment Facility (the “Agreement” and/or “Contract”) is made and entered into this ___ day of ___ 20___, by and between the **CITY OF SALINAS**, a California Charter city and municipal corporation (hereinafter “City”), and **MONTEREY ONE WATER**, a **Joint Powers Authority**, (hereinafter “M1W”). The City and M1W are referred to herein individually as “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, the City owns and operates an Industrial Wastewater Collection and Conveyance System (“IWCCS”) that receives and conveys approximately 3,000 acre-feet/year of industrial wastewater (“IWW”) from approximately 25 agricultural processing and related businesses (“Dischargers”) located in the city of Salinas. The City conveys approved flow allotments of IWW from the Dischargers to its Industrial Wastewater Treatment Facility (“IWTF”) located at 240 South Davis Road. The IWW is generally treated by aeration and disposed of by evaporation and percolation in ponds and drying beds;

WHEREAS, the California Regional Water Quality Control Board, Central Coast Region (“Regional Water Board”) enrolled the IWTF into General Waste Discharge Requirements Order No. R3-2004-0066 (“General Order”) to regulate its operations (**Exhibit A**). Per the General Order, the City must implement a Pretreatment Program for source control and compliance monitoring of discharges to the IWTF. The Pretreatment Program requires pretreatment, water quality monitoring, and periodic inspections of Discharger facilities. The Pretreatment Program is codified within Chapter 36, Article III of the Salinas Municipal Code; and

WHEREAS, M1W has requisite skills, training and expertise to properly perform services specified herein; and M1W is willing to render such professional services as herein defined on the following terms and conditions.

NOW, THEREFORE, the City and M1W agree as follows:

TERMS

1. **Scope of Service.** The required scope of M1W’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference. Alternate Scope of Work Tasks outlined in **Exhibit C** may be implemented upon mutual written agreement of both Parties.

2. Term; Completion Schedule. This Agreement shall be deemed to have commenced on **April 1, 2026**, and shall terminate on **December 31, 2031**. This Agreement may be extended only upon mutual written consent of the Parties for up to two (2) additional five (5) year terms not to exceed December 31, 2041, and may be terminated only pursuant to the terms of this Agreement.
3. Compensation. The City hereby agrees to pay M1W for services rendered pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in **Exhibit D**. The total amount of compensation to be paid under this Agreement annually shall not exceed \$380,000 in the first year and said cap shall increase annually at the beginning of each fiscal year (July 1) according to Consumer Price Index for All Urban Consumers (CPI-U), San Francisco–Oakland–Hayward Area, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment shall be calculated based on the most recently published CPI-U for the preceding 12-month period available at the time of the adjustment.
4. Billing. M1W shall submit an itemized invoice to the City, prepared in a form satisfactory to the City, describing its services and costs for the period covered by the invoice. M1W invoices shall include the following information for 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. M1W's signature.

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

The City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if M1W submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, the City shall not be obligated to process any payment to M1W until thirty (30) days after a correct and complying invoice has been submitted by M1W. The City shall process the undisputed portion immediately.

5. Additional Copies. If the City requires additional copies of reports, or any other material which M1W is required to furnish as part of the services under this Agreement, M1W shall provide such additional copies as are requested, and the City shall compensate M1W for the actual costs related to the production of such copies by M1W.
6. Responsibility of M1W. By executing this Agreement, M1W 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, M1W further agrees and represents to the City that M1W 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 the City relies upon the professional skills of M1W to perform M1W's work. M1W further agrees and represents that M1W 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 scope of work for which the services are rendered under this Agreement.

7. Responsibility of the City. To the extent appropriate to the scope of work to be completed by M1W pursuant to this Agreement, the City shall:
 - a. Assist M1W by placing at its disposal all available information pertinent to the scope of work, including but not limited to, previous reports, Discharger compliance history, and any other relevant data. Nothing contained herein shall obligate the City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of the City.
 - b. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by M1W, 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 M1W.
 - 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 the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to M1W's services. The City may unilaterally change its representative upon notice to M1W.
 - d. Give prompt written notice to M1W whenever the City observes or otherwise becomes aware of any defect in a scope task.
8. 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 M1W from professional responsibility for the work performed.
9. Indemnification and Hold Harmless. The Parties agree that they shall defend, indemnify, and hold harmless the other Party (including the Party, its officers, officials, employees, volunteers, and agents) from and against any and all claims, liabilities, and losses whatsoever occurring or resulting to any person, firm, corporation or entity for foreseeable consequential damage, property damage, injury, or death arising out of or connected with that Party's negligence or non-performance of its obligations under this Agreement.
10. Dispute Resolution.

- a. If any dispute arises between the Parties as to proper interpretation or application of this Agreement, the Parties shall first seek to resolve the dispute in accordance with this Agreement. The pendency of a dispute shall not excuse M1W from full and timely performance in accordance with the terms of this Agreement.
 - b. If any dispute under this Agreement arises the Parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. Both Parties shall make all reasonable efforts to provide the other Party all of the information that the Party has in its possession that is relevant to the dispute, so that the Party will have ample information with which to reach a decision.
 - c. If an agreement cannot be reached, the Parties agree to mediate any disagreements in good faith and share equally in the costs of doing so.
 - d. Should any of the Parties determine a dispute cannot be resolved in mediation, it is agreed that the dispute may be resolved in a court of law competent to hear the matter.
11. Insurance. M1W shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit E** hereto.
 12. Access to Records. M1W 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 M1W by the City. Any duly authorized representative(s) of the City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during M1W's usual and customary business hours. M1W shall provide proper facilities to City's representative(s) for access and inspection.
 13. Assignment. It is recognized by the Parties hereto that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of M1W. This Agreement is personal to M1W and shall not be assigned by it without express written approval of the City.
 14. Changes to Scope of Work. The City may at any time, and upon a minimum of two weeks written notice, seek to modify the scope of services to be provided for any scope task to be completed under this Agreement. M1W shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify the City in writing. Rate of compensation shall be based upon M1W's rates shown in **Exhibit D** of this Agreement. Upon agreement between the City and M1W 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 the City and M1W shall constitute M1W'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 the City at such time as the City has compensated M1W, as provided herein, for the services rendered by M1W in connection with which they were prepared. The City agrees to hold harmless and indemnify M1W 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 M1W.

16. Termination.

- a. Either Party may terminate this Agreement without cause by providing the other Party with thirty (30) days' written notice.
- b. Upon termination, M1W shall be entitled to payment of such amount as fairly compensates M1W for all work satisfactorily performed up to the date of termination based upon M1W's rates shown in **Exhibit D**, except that:
 1. In the event of termination by the City for M1W's default, the City shall deduct from the amount due to M1W the total amount of additional expenses incurred by the City as a result of such default. Such deduction from amounts due to M1W are made to compensate the 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. The City shall provide all relevant documentation to M1W to provide the expense justification including but not limited to quotes, invoices, and contract agreements with third parties secured to perform services under this Agreement. In the event that such additional expenses shall exceed amounts otherwise due and payable to M1W hereunder, M1W shall pay the City the full amount of such expense.
- c. In the event that this Agreement is terminated by the City for any reason, M1W shall:
 1. Upon receipt of written notice of such termination promptly cease all services under the scope of work, unless otherwise directed by the City; and
 2. Deliver to the City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to M1W or prepared by or for M1W or the City in connection with this Agreement. Such material is to be delivered to the City in completed form; however, notwithstanding the provisions of Section 14 herein, the City may condition payment for services rendered to the date of termination upon M1W's delivery to the City of such material.

- d. In the event that this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the scope of work and complete it by any means, including but not limited to, an agreement with another party.
 - e. The rights and remedy of the City and M1W 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 M1W 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 and 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. The Parties agree that M1W shall be an independent contractor with regard to providing services under this Agreement and that M1W's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits that the City provides for its employees.
20. Integration and Agreement. This Agreement represents the entire understanding of the City and M1W 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. This Agreement shall be administered and interpreted under the laws of the State of California. 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 M1W shall, until further notice by M1W, be addressed to:

Executive Officer
Monterey One Water
5 Harris Court, Building D
Monterey, CA 93940

M1W Legal Counsel
Best, Best & Kreiger
655 West Broadway, Suite 1500
San Diego, CA 92101

- c. The execution of any such notices by the City Manager shall be effective as to M1W as if it were by resolution or order of the City Council, and M1W 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 Postal Service 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, the Parties 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. The Parties 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. M1W 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. M1W 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, M1W shall promptly notify the City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. M1W further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and the Salinas City Code Chapter 2A that apply to M1W as the result of the M1W'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. Attorney's 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. Attorneys' fees, if awarded, shall be calculated at the market rate.
28. Non-Exclusive Agreement. This Agreement is non-exclusive, and both the City and M1W expressly reserve 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 M1W, its representatives, agents or subcontractors by federal, state or local law, M1W 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 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. Both Parties represents and warrants that it has the right, power, and authority to enter into this Agreement. Both Parties 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.

MONTEREY ONE WATER

By: _____

Paul A. Sciuto

Its: Executive Officer

Approved as to Form:

James Gilpin, Legal Counsel

CITY OF SALINAS

By: _____

René Mendez

Its: City Manager

Approved as to Form:

Christopher Callihan, City Attorney

Exhibit A. General Waste Discharge Requirements Order No. R3-2004-0066 for Discharges of Fruit and Vegetable Processing Waste (General Permit) Requirements

**Exhibit B. Required Scope of Work
November 2025**

Scope of Work for services shall include pretreatment and water quality monitoring services (e.g. sampling, inspection, and program administration services). Notwithstanding the requirements of **Exhibit B**, and the other terms and conditions of this Agreement, the City shall have primary authority and responsibility for pursuing enforcement actions against dischargers within its Industrial Wastewater Collection and Conveyance System (IWCCS). M1W shall not be responsible for any costs or liability incurred by the City as a result of the City failing to comply with its enforcement obligations under this Agreement or failing to implement enforcement actions or related measures at the recommendation M1W. Consistent with the requirements of 40 C.F.R. section 403.8, and M1W's Ordinances, M1W shall retain the right to pursue enforcement against any discharger to the Community Sanitary Sewer as defined in M1W Ordinance 2023-01.

A. SOURCE CONTROL DIVISION:

1. Staffing: M1W shall provide sufficient staff to efficiently perform tasks under this Required Scope of Work. Staff shall be properly trained and certified, including maintaining requisite certification through the California Water Environment Association (CWEA) or equivalent accreditation for Environmental Compliance.
2. Billing Sampling: M1W's Source Control staff shall perform the following tasks related to City billings. See **B.1** below for M1W's Administration tasks related to billings.
 - a. Sample Significant Industrial User (SIU) discharges to the IWCCs weekly for biochemical oxygen demand (BOD) unless sampling cannot be conducted. Reasons for not conducting sampling may include, but are not limited to:
 - i. Sample point is inaccessible
 - ii. No discharges to the IWCCS
 - iii. M1W staff schedule conflicts
 - iv. At the direction of City staff
 - b. Sample non-SIU discharges to the IWCCs bi-monthly for BOD unless sampling cannot be conducted. Reasons for not conducting sampling may include, but are not limited to:
 - i. Sample point is inaccessible
 - ii. No discharges to the IWCCS
 - iii. M1W staff schedule conflicts
 - iv. At the direction of City staff
 - c. Collect, pack, and transport samples to the contract lab for analysis
 - d. Review and evaluate contract lab data for anomalies
 - e. Notify the City and industry of any anomalous monitoring results
 - f. Coordinate with M1W's Customer Service to provide data for billing preparation (see **B.1** below)
3. General Order Compliance: Per General Waste Discharge Requirements Order No. R3-2004-0066 ("General Order") Monitoring and Reporting Program (MRP) and Site-Specific Requirements dated July 23, 2024 (**Exhibit A**), M1W Source Control staff shall perform the following General Order compliance tasks:

- a. **Sampling Schedule:** Unless otherwise specified or approved by the City, sampling must be performed as follows:

Monitoring period	Sample Collection Time
Quarterly ¹	January, April, July and October
Semiannually	April and October
Annually	October

¹ M1W does not currently perform quarterly monitoring services, however, should the City request M1W support to complete monitoring (see 3.h below), monitoring will be completed according to the schedule listed in Table 2 of the MRP.

- b. **Monitoring Locations:** For compliance with General Order monitoring requirements, samples shall be collected from the locations described below:

Sample Title	Sample Description
Industrial User (IU)	Monitoring location representative of the IU's process wastewater discharge to the IWCCS

- c. **Water Supply Monitoring:** M1W's Source Control staff shall collect representative samples of the water supply at City-designated wells at the IUs for analysis as follows:

Constituent	Units	Sample Type	Minimum Frequency
Calcium	mg/L	Grab	Annually
Magnesium	mg/L	Grab	Annually
Sodium	mg/L	Grab	Annually
Sulfate	mg/L	Grab	Annually
Carbonate	mg/L	Grab	Annually
Bicarbonate	mg/L	Grab	Annually
Chloride	mg/L	Grab	Annually
Total Hardness	mg/L	Grab	Annually
Total Alkalinity	mg/L	Grab	Annually
Total Dissolved Solids (TDS)	mg/L	Grab	Annually
pH	mg/L	Grab	Annually
Electrical Conductivity (EC)	mg/L	Grab	Annually
Iron	mg/L	Grab	Annually
Nitrate (as N)	mg/L	Grab	Annually

- d. **SIU Sampling:** M1W's Source Control staff shall conduct semiannual sampling of all SIUs in accordance with the General Order and Salinas City Code Section 36-25.1:

Constituent	Limit	Units	Sample Type	Sampling Frequency
Arsenic	0.83	mg/L	Composite	Semiannually
Cadmium	0.06	mg/L	Composite	Semiannually
Chromium (total)	0.48	mg/L	Composite	Semiannually
Copper	1.42	mg/L	Composite	Semiannually
Cyanide	3.02	mg/L	Grab	Semiannually
Lead	1.94	mg/L	Composite	Semiannually
Mercury	0.01	mg/L	Composite	Semiannually
Nickel	2.91	mg/L	Composite	Semiannually
Silver	0.31	mg/L	Composite	Semiannually
Zinc	2.47	mg/L	Composite	Semiannually
Temperature	Part II Sec 1	mg/L	Grab	Semiannually
pH	5.0-11.0	mg/L	Grab	Semiannually
Chloride	--	mg/L	Composite	Semiannually
Total Dissolved Solids (TDS)	--	mg/L	Composite	Semiannually

- e. **IWTF Flow Monitoring:** M1W’s Source Control staff shall provide the following flow monitoring data to the City for compliance with the General Order:

Parameter	Units	Sample Type	Minimum Sampling Frequency
Influent Flow Diverted to RTP from TP1 Shunt Valve	MGD	Metered	Daily
Effluent Flow Diverted to RTP from Pond 3 Pump Station	MGD	Metered	Daily

- f. **Annual Report:** M1W shall provide as-needed support to the City in preparation of the Annual Monitoring Report due by January 30th annually as directed by the City. M1W may provide information pertinent to the following:

- i. A summary of pretreatment activities
- ii. Number and name of SIUs
- iii. Monitoring results
- iv. Non-compliance
- v. Enforcement
- vi. New IUs

- g. **Sampling and Analysis Provisions:**

- i. All samples must be collected by a qualified person, trained in proper procedures for collecting the samples. The name of the sampler, sample type (grab or composite), time, date, location, bottle/container type, and any preservative used for each sample must be recorded on the sample Chain of Custody (COC) form. The COC must also contain all custody information including date, time, and to whom samples were relinquished.
- ii. All sampling, sample preservation, and analysis shall be performed in accordance with 40 CFR Part 136 “Guidelines Establishing Test Procedures for the Analysis of Pollutants.”
- iii. All analysis shall be performed by an ELAP certified laboratory certified for such analyses or by field instruments properly operated and maintained according to manufacturer recommendations.
- iv. M1W shall ensure that records of all monitoring information collected by M1W on City’s behalf pursuant to the General Order shall include:
 1. The date, exact place, and time of sampling or measurements;
 2. The individual(s) who performed the sampling, and/or measurements;
 3. The date(s) analyses were performed;
 4. The individual(s) who performed the analyses;
 5. Method detection limits and identification of either practical quantification levels or limits of quantitation
 6. The analytical techniques or methods used;
 7. All sampling and analytical results; and,
 8. All monitoring equipment calibration and maintenance records.

- h. Upon request of the City, M1W’s Source Control staff may perform additional sampling to support the City’s compliance with the General Order as listed in **Exhibit C**. The City will incur costs of these additional services per the Compensation Schedule and Hourly Rates for Basic Services provided in **Exhibit D**.

4. Other Sampling Services:

- a. **Non-SIU Sampling:** M1W's Source Control staff shall conduct sampling of non-SIU IWCCS discharges upon request of the City as needed for pollutants of concern identified by the City.

5. Inspection Services:

- a. Conduct annual inspections of all permitted industries using City-approved forms and/or devices (e.g., tablet)
- b. Conduct as-needed inspections of permitted industries using City-approved forms and/or devices (e.g., tablets)
- c. Record findings in inspection reports
- d. Brief the City on compliance concerns and recommended follow-up actions
- e. Transmit inspection findings, including reports, photos, videos, and other pertinent information to the City

6. Program Administration Services:

- a. Act as liaison between permitted industries and City;
- b. Draft Industrial Wastewater Discharge Permits for City review, approval, and issuance;
- c. Provide as needed support to City staff for responding to regulator requests for information, audits, and inquires;
- d. Provide best professional judgement in recommending compliance, enforcement or follow-up needs;
- e. Support the City in preparing required documentation for permit renewal or continuation of coverage under the General Order; and
- f. Provide notification to the City of any IWCCS discharge which could result in upset, interference, or passthrough at the IWTF or Community Sanitary Sewer during active diversion

7. Equipment: Where needed, provide appropriate technology, equipment, and hand tools as well as vehicle(s) necessary to complete the task at a performance level required. For other than normal wear, M1W will be required to replace City equipment that has been rendered unsuitable to perform its intended task caused by M1W's negligence or misuse. Alternatively, M1W may provide its own equipment.

B. ADMINISTRATION:

1. Billing Services: M1W will collect and store user flow data, make calculations of monthly costs for each user, and provide documentation to the City for its records. M1W will transmit these billings to the IUs on behalf of the City.

Exhibit C. Alternate Scope of Work

With prior written agreement between the City of Salinas City Manager and the Monterey One Water (M1W) Executive Officer or Assistant General Manager, the following Alternate Scope of Work Tasks may be implemented. Alternate Scope of Work Tasks may include but are not limited to: all services required to manage, coordinate, operate, and maintain the City of Salinas' Industrial Wastewater Treatment Facility (IWTF) and associated facilities. Any services provided by M1W shall be in conformance with all relevant permit requirements, associated local, state and Federal regulations, best management practices (as addressed in the California Stormwater Quality Association's *Stormwater Best Management Practices Handbook for Industrial and Commercial users*), as well as the criteria established within the City of Salinas' *Industrial Wastewater Treatment Facility Operation and Maintenance Manual, October 2021* ("IWTF O&M Manual"). A copy of this manual is available at the City Corporation yard. Variations to this scope of work will only be allowed through written request and response.

1. Staffing: Appropriate (in terms of numbers to perform duties within desired time frames) and sufficiently qualified (holding certificates as required by state, with training and experience to conduct work in a professionally skilled effective and efficient manner) staff to perform Alternate Scope of Work Tasks as mutually agreed upon by the City and M1W.
2. Integration with City Staff: M1W shall integrate the skills, knowledge, and abilities of the City's Plant Operator position into their management of the IWTF. City staff will work with M1W on a full-time basis, considering normal time off for vacations, sick leave, and training time.
3. Operational:
 - a. Perform sampling, testing, sludge handling, and monitoring services
 - b. Perform operation and maintenance (O&M) of the IWTF and Industrial Wastewater Collection and Conveyance System (IWCCS) twenty-four (24) hours a day; seven days (7) per week throughout the year (365 days/year)
 - c. Make recommendations to improve operations of the IWTF
 - d. Perform inspections of the treatment and disposal systems at least bi-weekly. Document compliance status with General Order Prohibitions B.1, B.2, B.6., and B.7:
 - i. The discharge of any waste to surface waters is prohibited.
 - ii. The discharge of any waste(s) including overflow, bypass, seepage, and overspray, from transport, treatment, storage, or disposal systems to adjacent drainageways or adjacent properties not authorized by the Executive Officer is prohibited
 - iii. The discharge or reuse of waste on land that is not under the control of the discharger is prohibited unless specifically authorized by the Executive Officer.
 - iv. Bypass or overflow of treated or untreated vegetable processing waste from transport, treatment, and disposal facilities is prohibited
 - e. Perform daily visual inspection of the treated effluent ponds

- f. **General Order Compliance:** Per General Waste Discharge Requirements Order No. R3-2004-0066 ("General Order") Monitoring and Reporting Program and Site-Specific Requirements dated July 23, 2024 (**Exhibit A**), M1W Source Control staff shall perform the following General Order compliance tasks:

i. Wastewater Pollutant Monitoring: Representative influent (IS-1) and effluent (ES-2) samples shall be collected and analyzed as follows:

Constituent	Units	IS-1 Frequency	ES-1 Frequency
Five-Day Biochemical Oxygen Demand (BOD ₅)	mg/L	Monthly	Monthly
Settleable Solids (SS)		--	Monthly
Total Suspended Solids (TSS)	mg/L	Monthly	Monthly
Total Dissolved Solids (TDS)	mg/L	Monthly	Monthly
Total Haloacetic Acids ¹	mg/L	Monthly	Monthly
Total Trihalomethanes ²	mg/L	Monthly	Monthly
Sodium	mg/L	Quarterly	Quarterly
Chloride	mg/L	Quarterly	Quarterly
Sulfate	mg/L	Quarterly	Quarterly
Nitrate or Nitrite + Nitrate (as N)	mg/L	Quarterly	Quarterly
Total Kjeldahl Nitrogen (as N)	mg/L	Quarterly	Quarterly
Total Nitrogen (as N)	mg/L	Quarterly	Quarterly
Total Phosphate (as P)	mg/L	--	Annually
Orthophosphate	mg/L	--	Annually
Total Chlorine Residual	mg/L	Quarterly	Quarterly
Carbonate	mg/L	--	Annually
Bicarbonate	mg/L	--	Annually
Calcium	mg/L	--	Annually
Magnesium	mg/L	--	Annually
Potassium	mg/L	--	Annually
Metals ³	mg/L	--	Semiannually ⁵
Aluminum	mg/L	--	Semiannually ⁵
Total Coliform	mg/L	--	Annually ⁵
Oil and Grease	mg/L	--	Annually ⁵
Copper	mg/L	--	Annually ⁵
Pesticides ⁴	mg/L	--	Annually ⁵

¹Monochloro-, Dichloro-, Trichloro-, Monobromo-, Dibromoacetic Acid

²Chloroform, Bromodichloroemthane, Dibromochloromethane, and Bromoform

³ California Code of Regulations (CAM 17) Metals (dissolved): Antimony (Sb), Arsenic (As), Barium (Ba), Beryllium (Be), Cadmium (Cd), Chromium (Cr), Cobalt (Co), Lead (Pb), Mercury (Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Thallium (TI), Vanadium (V) and Zinc (Zn)

⁴ Must include potentially soluble pesticides that are known to exist on the fruit and vegetables processed by the indirect dischargers, and pesticides present in urban stormwater, as sampled pursuant to the City's NPDES stormwater permit. This may include pyrethroids, fipronil, imidacloprid, carbamates, organochlorine pesticides, or organophosphorus pesticides.

⁵ Must make every effort to collect the annual sample in the third quarter (October/November timeframe) two weeks after the seasonal first flush stormwater is diverted to the IWTF.

- ii. **Pond Monitoring:** representative samples of wastewater contained in each pond shall be collected and analyzed as follows. Grab samples must be taken at one-foot depth and analyzed by a calibrated field device:

Constituent	Units	Sample Type	Minimum Sampling Frequency
pH	pH units	Grab	Weekly
DO	mg/L	Grab	Weekly
Freeboard	0.1 feet	Measured	Weekly
Odors	--	Observation	Weekly
Berm Condition	--	Observation	Monthly
Sludge Depth	0.1 feet	Measured	Annually

- iii. **Groundwater Monitoring:** Representative samples of groundwater must be collected from shallow wells upgradient and downgradient of disposal areas to ascertain compliance with the General Order as follows:

Constituent	Units	Sample Type	Minimum Sampling Frequency
Depth to Groundwater	feet	Measured	Quarterly
pH	pH units	Grab	Quarterly
Total Dissolved Solids (TDS)	mg/L	Grab	Semi-annually
Sodium	mg/L	Grab	Semi-annually
Chloride	mg/L	Grab	Semi-annually
Sulfate	mg/L	Grab	Semi-annually
Nitrate (as N)	mg/L	Grab	Semi-annually
Total Haloacetic Acids ¹	mg/L	Grab	Quarterly
Total Trihalomethanes ²	mg/L	Grab	Quarterly
Carbonate	mg/L	Grab	Annually
Bicarbonate	mg/L	Grab	Annually
Calcium	mg/L	Grab	Annually
Magnesium	mg/L	Grab	Annually
Potassium	mg/L	Grab	Annually

¹Monochloro-, Dichloro-, Trichloro-, Monobromo-, Dibromoacetic Acid

²Chloroform, Bromodichloroethane, Dibromochloromethane, and Bromoform

4. Safety:

- a. M1W shall ensure that all confined-space entries will comply with OSHA regulations.

5. Maintenance: M1W shall comply with the IWTF O&M Manual regarding maintenance of miscellaneous equipment, such as pumps, generators, electrical controls, and other equipment. Where proposed operations and maintenance will differ from that contained in the IWTF O&M Manual, M1W will ensure that such actions meet or exceed City requirements.

- a. Perform cleaning, repair, maintenance, and inspection of the IWCCS to include cleanouts, and lines to meet the requirements of the City Operations and Maintenance Manual, at least twice per year and, where appropriate, more frequently.
- b. Inspect and repair all security and safety devices including fencing, gates, flotation devices, etc. a minimum of twice per month and more often if appropriate.
- c. Coordinate with the City who retains responsibility to implement weed control at the 240 Davis Road facility and City properties at 156 Hitchcock. M1W should allow 6-8 weeks annually of the Operator's time for weed control operations.
- d. Inspect and clean all onsite lift and/or pump stations thoroughly as needed or required by the City. Add fuels and lubricants to equipment as needed.

- e. Test exercise emergency equipment ½ hour weekly or other frequency as specified by the City of Monterey Bay Air Resources District.

6. Compliance and Source Control:

- a. Compile and submit draft copies of all reports to the City at least five (5) working days before due dates for the IWTF and IWCCS as required by the facility permits.

7. Engineering Services: Engineering, planning, and report preparation services for capital improvement programming, grant/funding applications, and project implementation (including, design, design management, permitting, entitlements assistance, bidding and bid services, public meetings, construction project management, engineering and inspection services) which shall be specifically requested in writing by the City, including related to all industrial wastewater, and stormwater conveyance and treatment facilities located at the City's TP1 and Industrial Wastewater Treatment Facility sites.

2. Emergency Response: M1W shall provide 24/7/365 emergency response capability to support operation of the IWTF and IWCCS in the event of a natural disaster. M1W staff shall acknowledge and subsequently respond to applicable alarm(s) within one hour.

**Exhibit D. Industrial Wastewater Treatment Facility Operation, Maintenance and
Water Quality Monitoring Compensation Schedule and Hourly Rates for Basic
Services**



	Billable Wages FY 2025/2026	Hourly Rate
Engineering		
Engineering CIP Manager		\$ 257.33
Associate Planner		\$ 220.09
Preventative Maintenance Coordinator		\$ 141.74
Administration		
Accountant Supervisor		\$ 154.45
Accountant		\$ 147.69
Accounting Tech		\$ 128.90
Customer Serv Supervisor		\$ 195.39
Senior Customer Service rep		\$ 131.98
Community and Legislative Affairs Manager		\$ 178.36
Grants and Contracts Manager		\$ 185.98
IT Tech 2		\$ 123.20
Administrative Support Specialist 1		\$ 105.87
Source Control		
Environmental & Regulatory Supervisor		\$ 162.16
Inspector 2		\$ 165.77
Laboratory		
Laboratory Supervisor		\$ 148.91
Lab Analyst 2		\$ 159.00
Field Maintenance		
Supervisor		\$ 204.53
Maintenance Mechanic 1		\$ 129.26
Maintenance Mechanic 2		\$ 165.34
Utilities		
Supervisor		\$ 172.64
Senior Elect/Instr Tech		\$ 134.99
Operations		
Supervisor		\$ 201.18
Operator I		\$ 121.89
Operator II		\$ 137.55
Operator III		\$ 178.25

Notes: Salaries based on current salary schedule for FY 25/26
Truck mileage billed at IRS rate in 2026 at 72.5 cents per
mile. Overhead Cost calculated at 16.9% rate.

City of Salinas
Pretreatment and Water Quality Services
Monitoring Services and Operation and Maintenance

Labor	Estimated Hours	Rate	Total
Customer Service Supervisor	184	195.39	\$ 35,951.76
Environmental Compliance Inspector	720	165.77	\$ 119,354.40
Environmental Compliance Supervisor	10	162.16	\$ 1,621.60
	Total		<u>\$ 156,927.76</u>
 Truck Fees	 590	 35.85	 \$ 21,151.50
 Lab Analysis			 \$ 150,000.00
 Overhead Rate 16.9%			 \$ 51,870.79
		Est. Annual Total*	\$ 380,000.00

**Rounded to the nearest thousand*

Exhibit E. Insurance Requirements

November 2025

M1W shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by M1W, his agents, representatives, employees or subcontractors. City acknowledges that wholly or in large part M1W will satisfy these Insurance Requirements via its membership in a public agency risk sharing authority named California Sanitation Risk Management Authority (CSRMA). Further, City acknowledges that because these Insurance Requirements evidently assume use of commercial insurance, some of the required submittals, verifications, endorsements, etc., may be in a form and numbering system atypical of commercial insurance, and City agrees to accept them if they substantially approximate those listed in these Insurance Requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form 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 **\$2,000,000** 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.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Tenant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Property insurance**: against all risks of loss to any tenant personal property, improvements, or betterments at full replacement cost with no coinsurance penalty provision.

If the M1W maintains **broader coverage and/or** higher limits than the minimums shown above, the City requires and shall be entitled to **the broader coverage and/or** the higher limits maintained by the M1W. 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, 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 M1W 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 M1W’s insurance (at least as broad Amendment No. 1 to the Agreement for Operation, Maintenance and Water Quality Monitoring as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, **CG 20 26**, **CG 20 33**, **or CG 20 38**; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, M1W's insurance coverage shall be primary coverage at least as broad as **ISO 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 M1W'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

M1W hereby grants to City a waiver of any right to subrogation which any insurer of M1W may acquire against the City by virtue of the payment of any loss under such insurance. M1W 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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. 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.

Verification of Coverage

M1W shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. 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 M1W'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.