

AGREEMENT
FOR PROFESSIONAL SERVICES FOR
ENVIRONMENTAL CONSULTANTS/
CONTRACTORS BETWEEN
THE CITY OF SALINAS AND HARRIS
AND ASSOCIATES



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**AGREEMENT FOR PROFESSIONAL SERVICES FOR ENVIRONMENTAL
CONSULTANTS/CONTRACTORS BETWEEN
THE CITY OF SALINAS AND HARRIS AND ASSOCIATES**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 22nd day of December, 2022, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **Harris and Associates**, 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 December 22, 2022, and shall terminate on December 31, 2024, 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 set forth in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed **eighty-five thousand seven hundred twenty-nine dollars (\$85,729)**.
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 and Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

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

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

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

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

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

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

policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

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

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

10. **Indemnification and Hold Harmless.**

Pursuant to the full language of California Civil Code Section 2782.8, 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 to the extent they arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Consultant. The City agrees that in no event shall the cost to defense charged to the Consultant exceed that design professional's proportionate percentage of fault. The 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. **Assignment.** 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. Rate of compensation shall be based upon the Consultant's rates shown in **Exhibit B** of this Agreement. 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 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 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. 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 the Consultant shall, until further notice by the Consultant, be addressed to:

Frank Lopez
Principal-in-Charge
Harris and Associates, Inc.
450 Lincoln Avenue, Suite 103
Salinas, California 93901

(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 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:

Steven Carrigan

04386AE44903419...
Steve Carrigan
City Manager

APPROVED AS TO FORM:

DocuSigned by:

Christopher A. Callihan

DF609E62871844E...
 Christopher A. Callihan, City Attorney or
 Rhonda Combs, Assistant City Attorney

CONSULTANT

Frank S. Lopez

Frank Lopez
Principal-in-Charge, Harris and Associates, Inc.

Exhibit A- Insurance Requirements for Environmental Contractors and/or Consultants

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, Errors & Omissions, Contractor's Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after Contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability ("CGL"):** Insurance Services Office ("ISO") 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 **\$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.
2. **Automobile Liability:** ISO Form CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (also known as Errors & Omissions):** Insurance applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, the 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 administration, 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.

Other Insurance Provisions

- A. The General Liability, Automobile Liability, policies are to contain, or be endorsed to contain, the following provisions:
1. **The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds** 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 Forms 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).
 2. For any claims related to this project, **the Consultant's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Salinas, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- B. If any of the required coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of Agreement of 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 contract effective date, the Consultant must purchase an extended period 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.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates of insurance and amendatory endorsements, or copies of the applicable insurance policy language effecting coverage required by this contract and a copy of the Declarations and Endorsements page of the policy listing all policy endorsements. 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.

Waiver of Subrogation

Consultant hereby grants to City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees, and volunteers, from Consultant by virtue of the payment of any loss. 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.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Salinas is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as ISO CG 20 38 04 13.

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. If such modification results in additional cost to the Consultant and the City requires Consultant to obtain the additional coverage, the City and Consultant will negotiate the additional cost of the insurance.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

Exhibit B- Scope of Service
[Scope of Service; Compensation]



MEMORANDUM

To: Brian Frus, P.E., Senior Engineer, City of Salinas
From: Kate Elliott and The Harris Team
RE: **Scope of Work for the City of Salinas Creeks and Wetlands Maintenance Plan and Mitigation and Enhancement Program**
Date: November 16, 2022

Introduction

The Harris Team (Harris & Associates, EcoSystems West Consulting Group, Albion Environmental, and Waterways Consulting, Inc.) is prepared to assist the City of Salinas (City) with flood control (sediment) management and associated mitigation and enhancement of the creeks and wetlands within the City's jurisdiction. Based on the work we have conducted over the last two and a half years, as well as conversations with the resource agencies, our proposed overall strategy is a three-part process which includes the following approach:

- A. Combined permitting of:
 - Initial removal of sediment and debris from the creeks through an initial effort; and
 - On-going maintenance activities within the creeks and wetlands.

- B. To offset impacts associated with initial and on-going maintenance activities, development of an associated mitigation and enhancement program for the City's creeks and wetlands to improve flood control, water quality, and overall ecological health. The main goals of the enhancement plan will be to:
 - Employ existing hydrologic, hydraulic, and flood capacity analyses of the City's creeks and wetlands and, as needed, update or supplement these studies;
 - Minimize the flow of sediment into the creeks within the City's jurisdiction through existing (and new) programs, as needed, in coordination with the following, as determined appropriate and feasible by the City and the Harris team: the Salinas Community Development for the Future Growth Area (e.g., Central Area Specific Plan); County of Monterey (County), Monterey County Water Resources Agency (MCWRA), Monterey County Resource Conservation District (RCD), Natural Resource Conservation Service (NRCS), neighboring/adjacent landowners (e.g., Monterey County farmers), Central Coast Wetlands Group for the Gabilan Flood Plain Enhancement Project, and Big Sur Land Trust for the Carr Lake Project, potentially through in lieu fee programs;
 - Design features to capture sediment at critical and discrete locations within the creeks, focusing on locations where the creeks enter the City's jurisdiction, that would be maintained on an on-going basis as needed;
 - Improve the structure and function of the creeks through recontouring, as needed, to increase flood capacity and protect water quality and wildlife habitat;
 - Identify in-kind and out-of-kind mitigation in select areas to enhance the ecological functions and values of the City's creeks and wetlands through invasive species removal and native plant restoration; and
 - If needed, identify off-site mitigation to meet mitigation ratios required by the resource agencies, such as through the RCD's Salinas River Watershed Invasive Non-native Plant Control Program.

- C. Comprehensive strategy for on-going maintenance activities within the creeks and associated wetlands based on hydrologic, hydraulic, and flood capacity analysis, as well as on the mitigation and enhancement program.

The following scope of work includes the following two primary tasks.

1. Project Management and Maintenance Plan Description
2. Technical Studies

Task 1. Project Management/Detailed Maintenance Plan Description

Task 1.1a – Project Management and Coordination

The Harris Team will work closely with the City to discuss how to meet the City’s needs for maintenance and begin to develop opportunities for mitigation and enhancement. Our primary goal will be to effectively track Project meetings, tasks, timelines, and schedule to ensure cost effectiveness and efficiency at accomplishing Project goals.

Task 1.2a – Meetings with City Staff and Stakeholders

The Harris Team will meet with City Staff to define maintenance practices that the City currently undertakes within the creeks, wetlands, and Natividad Detention Basin. Current Maintenance Plan actions may include, but are not limited to, flood management/sediment control, bank stabilization, erosion control, outfall structure maintenance and repair, flood gate maintenance and repair (coordinate with NPDES program), culvert maintenance, repair and replacement, and vegetation management.

The Harris Team will meet with the City to make a preliminary determination of future needs for maintenance based on proposed mitigation and enhancement, which is anticipated to modify maintenance regimes. Final future maintenance needs will be determined after completion of the technical studies (Task 2).

To meet mitigation and enhancement targets, the Maintenance Plan will require coordination and partnerships with the organizations and programs listed below to avoid, prevent, minimize, and mitigate for potential impacts associated with Maintenance Plan actions. The Harris Team will have initial meetings with stakeholders to identify opportunities for partnerships.

To meet mitigation and enhancement targets, the Maintenance Plan will require coordination and partnerships with the organizations and programs listed below to avoid, prevent, minimize, and mitigate for potential impacts associated with Maintenance Plan actions.

NPDES MS4 Program

The Harris Team reviewed those features, structures, and maintenance actions subject to the City’s National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Program. Municipal discharges of stormwater and non-stormwater from all municipal separate storm sewer system (MS4) discharge points within the City’s boundaries are subject to waste discharge requirements under Order R3-2019-0073 and NPDES as issued by the Central Coast Regional Water Quality Control Board for the period October 1, 2019 through September 30, 2024. These MS4 discharges are regulated under Section 402 of the Clean Water

Act (CWA) as well as Porter-Cologne Water Quality Control Act and other applicable state, federal, and regional regulations.

The creeks within the City's jurisdiction, including Santa Rita Creek, Gabilan Creek, Natividad Creek, Alisal Creek, and the Salinas River are considered receiving waters for municipal discharges and, as such, under the NPDES MS4 Program, are subject to the City's Pollutant Load Reduction Plan (PLRP), Stormwater Resource Plan (SRP), List of Structural Best Management Practices (BMPs)¹, and Maintenance Plan for MS4 components (for both the conveyance system and structural BMPs).

Only features that are in federal jurisdiction, such as the receiving waters listed above, are in need of additional permitting for impacts associated with flood control and other preventative maintenance activities. The Harris Team will clearly define the features and activities already covered under existing NPDES permit and identify potential overlap and interaction between NPDES maintenance activities and those activities proposed for flood control and other preventative maintenance.

Salinas Community Development for Future Growth Area (Central Area Specific Plan and East Area Specific Plan)

The Harris Team will meet with City Planners and review existing Specific Plan documents to determine if flexibility exists within the proposed Growth Area footprints to address sedimentation as it enters the proposed future boundary of the City limits - i.e. to modify proposed land use boundaries and/or to work within the proposed open space boundaries along the hydrologic flood plains of Gabilan Creek and Natividad Creek for sediment capture, to better capture sediments and consolidate future maintenance activities.

Big Sur Land Trust Carr Lake Project

The Harris Team proposes that a portion of mitigation for impacts associated with City's Maintenance Plan activities include a partnership with the Big Sur Land Trust. The Big Sur Land Trust owns 73 acres within Carr Lake and has 30% design plans to create a multi-benefit central park that will include ecological restoration, water quality improvement and flood control. The Harris Team had an initial meeting with the Big Sur Land Trust to discuss a partnership in restoration as a component of mitigation. As we refine the Maintenance Plan and the City's specific needs for mitigation, the Harris Team will continue to work with the Big Sur Land Trust to specify the City's potential contribution to ecological restoration in Carr Lake.

2019 Storm Water Resource Plan for the Greater Monterey County Integrated Regional Water Management Region

The Harris Team has reviewed background documentation on flood management, water quality, and various existing and proposed plans and programs to address sedimentation and restore and enhance the regions watersheds. Much of this documentation is summarized in the 2017 and 2019 Storm Water Resource Plan (updated 2021). Opportunities for partnership and coordination for prevention, minimization, and mitigation will be further identified.

City of Salinas Recreation and Community Service Department

The Harris Team had an initial meeting with the Director of the City of Salinas Recreation and Community Service Department (Recreation Department). The Recreation Department is generally supportive of utilizing City parks for mitigation and enhancement. Once proposed mitigation and enhancement sites have been further

¹ Structural BMPs are infrastructure/facilities that are constructed or installed to prevent pollutants in storm water runoff from leaving a developed property, entering storm drains, and impacting our local waterways, and include sediment basins, vegetated swales, and other types of catchments. All types of structural BMPs require regular inspection and maintenance to ensure that they are operating effectively, so the City maintains all of their existing sediment basins and some creeks under the maintenance requirements of the NPDES permit.

refined (based on updated flood capacity analysis and communications between the City, Harris, EcoSystems West, and Waterways), with the City's approval our team will follow up with the Recreation Department to discuss acreage requirements and conceptual plans.

Monterey County Resource Conservation District and the Natural Resources Conservation District

The Monterey County Resource Conservation District (RCD) and the Natural Resources Conservation Service (NRCS) have existing programs to work with farmers to protect water quality. In addition, the RCD has established programs to restore aquatic features and riparian habitats. Harris has worked with the City and the RCD to develop a draft contract for the provision of services by the RCD to the City. Where applicable, the following RCD programs can be incorporated into the enhancement plan.

- ❖ Farm and Ranch Runoff. The RCD and the NRCS assist local land managers with conservation practices to manage farm runoff to protect water quality through "slow the flow" techniques and practices including:
 - permanently vegetated borders along fields (filter strips),
 - vegetated ditches and constructed wetlands (vegetated treatment systems),
 - water and sediment basins, and
 - grade stabilization, gully repair, streambank protection, and erosion control.

Permitting resource agencies typically favor actions that address the problem at its source and thereby provide larger on-going benefits to ecological resources. The Central Coast Regional Water Quality Control Board (Regional Board) has indicated that efforts to reduce creek sediment before it enters the City limits should be explored and may be a permit requirement. This element will necessitate further coordination with the RCD, the NRCS, and with relevant land managers. With the City's approval, EcoSystems West will work with the RCD and the NRCS to identify mechanisms for implementing this aspect of the enhancement plan, such as an in-lieu fee program, whereby a portion of mitigation for impacts within the City limits would be offset by funding this off-site program.

- ❖ Salinas River Watershed Invasive Non-native Plant Control Program to eradicate giant cane (*Arundo donax*), salt cedar (*Tamarix* sp.), and other invasive species. This program would be utilized at the Salinas River Outfall and may be employed, as needed, as off-site and out-of-kind mitigation, in the event that additional mitigation is needed to meet agency mitigation ratio requirements and to supplement in-kind and on-site mitigation.

Task 1 Deliverables Provided to Date:

- Preliminary Meetings with City Public Works staff (regarding NPDES MS4 Program activities), County of Monterey (regarding incorporation of the Salinas River Outfall into existing County/RCD permit and mitigation program), Recreation Department staff (regarding use of parks for mitigation and enhancement, Big Sur Land Trust (regarding Carr Lake Project).
- Project Description for Santa Rita Creek, Natividad Basin, and the Industrial Wastewater Treatment Facility Sediment Removal Project.

Task 1 Meetings, Deliverables, and Assumptions:

- The Harris Team will attend one (1) field meetings with City personnel to discuss the City's current and future (Task 1.2a) maintenance activity needs.
- With City approval, the Harris Team will attend preliminary meetings (Task 1.2a) with five (5) potential partners to identify opportunities to avoid, prevent, minimize, and mitigate for potential impacts associated with the Maintenance Plan.

Task 2. Technical Studies

Technical assessments and studies will be prepared for aquatic resources, biological resources, and cultural resources, as well as hydrologic, hydraulic, and flood capacity analysis, to provide the scientific basis for the permitting process, and to allow the Harris Team to provide a quantitative impact assessment to the regulatory agencies. The technical studies also enable us to work with the City to minimize impacts through careful design of current and future maintenance activities, and to identify suitable locations for mitigation and enhancement.

Task 2.1a – Aquatic Resources Field Work and Mapping

This scope of work includes the field work and mapping described below, but not preparation of the Aquatic Resources Delineation Report.

Waters and wetlands (aquatic resources) of the U.S. are protected under the federal Clean Water Act (CWA), and impacts to these resources require mitigation. An aquatic resources delineation determines the extent of wetlands and waters of the U.S. within the City's defined Maintenance Plan areas and are submitted to the US Army Corps of Engineers (USACE) during permitting. An aquatic resource delineation is valid for 3 years following verification by the USACE (with subsequent renewal possible).

To date, EcoSystems West has conducted reconnaissance surveys of the following aquatic resources and adjacent riparian and upland habitats:

- Santa Rita Creek,
- Natividad Creek,
- Gabilan Creek,
- Natividad Basin,
- Salinas Outfall,
- Industrial Wastewater Treatment Facility, and
- Agricultural Sediment Basins.

The Harris Team conducted an initial permitting effort in 2020 for proposed sediment removal from Santa Rita Creek, Natividad Basin, and the Industrial Wastewater Treatment Facility. An aquatic resource delineation was prepared for these aquatic features and was submitted to the USACE and Regional Board as part of the permit application submission.

Through our field surveys and subsequent consultation with resource agencies, it was determined that maintenance activities within the agricultural sediment basins meeting a specific set of criteria do not require permitting. These features will not be included in proposed permitting.

In addition, Harris worked with the City and the RCD to establish a preliminary agreement whereby maintenance of the Salinas River Outfall, including permitting and mitigation, would be conducted in conjunction with the RCD's existing adjacent activities in coordination with the County of Monterey.

EcoSystems West will work with the City to identify any other aquatic features to be included in the City's maintenance program.

EcoSystems West will map all aquatic features and adjacent habitats using ArcGIS and resource-grade GPS. Waterways and EcoSystems West will identify the Ordinary High Water Mark (OHWM) of the creeks and wetland boundaries to determine the jurisdiction of the USACE. EcoSystems West will delineate the break in bank and/or boundary of the riparian habitat to determine the jurisdiction of the Regional Board and CDFW. These boundaries will be depicted in ArcGIS shapefiles, geodatabase, and maps.

Task 2.1 Deliverables Provided to Date:

- Draft and Final Aquatic Resources Delineation for Santa Rita Creek, Natividad Basin, and the Industrial Wastewater Treatment Facility.
- Coordination and preliminary agreement between the City, the RCD and the County of Monterey regarding incorporation of permitting and mitigation responsibilities into the existing program with the resource agencies.

Task 2.1a Meetings, Deliverables, and Assumptions:

- GIS files and maps of aquatic features and riparian habitat subject to maintenance activities within the City's boundaries.
- The City will work with EcoSystems West to identify any additional aquatic resources subject to the City's maintenance program for inclusion in the delineation and mapping efforts, although no additional aquatic resources are anticipated to be identified per City staff.

Task 2.2a – Feasibility Study

EcoSystems West and Waterways will work with the City to review existing analyses of the City's creeks and wetlands, to determine if updates or additional study would be required in order to identify the most effective sediment maintenance locations and design sediment capture features. This review will assist the Harris Team to identify the required capacity of sediment capture features, as required by the Regional Board. Relevant studies reviewed to date include:

- On-going Gabilan Flood Plain Enhancement Project
- On-going Carr Lake Plan
- 2022 and 2009 FEMA Flood Maps
- 2021 Stormwater Development Standards for New and Redevelopment Projects
- 2019 Storm Water Resource Plan for the Greater Salinas Area (updated 2021)
- 2019 MS4 Permit for Municipal Storm Water Discharges
- 2017 FEMA Flood Insurance Study
- 2017 Storm Water Resource Plan for the Greater Salinas Area
- 2013 Stormwater Development Standards for New and Redevelopment Projects
- 2012 WDR Permit for Municipal Storm Water Discharges
- 2010 Stormwater Development Standards
- 2006 Stormwater Management Plan
- 2004 Storm Water Master Plan, as updated

The Harris Team, including Waterways, will meet the City's Public Works personnel in the field to evaluate the City's watersheds, gain an overview of the sediment load currently affecting the creeks' flood capacity, identify critical locations for sediment and vegetation removal within the creeks (e.g., the reaches where sediment and problematic vegetation and woody debris have accumulated to date), and visit the specific locations proposed for sediment capture at the City's upstream limits, including for Santa Rita Creek, Gabilan Creek, and Natividad Creek.

Based on document and data review and on the field visit(s), Waterways will conduct a feasibility study to determine proposed actions to minimize future sediment accumulation in the City's creeks. The study will identify or refine proposed features to capture sediment and proposed recontouring to manage creek flow for deposition in defined locations. The feasibility study will include identifying and mapping/modeling the Ordinary High Water Mark (OHWM) in the City's Creeks.

Waterways has extensive experience designing and engineering projects in surface water environments that have a proven track record of agency approval.

This task will be the first step toward developing conceptual and engineering design plans, which are not included in this scope of work.

Task 2.2a Deliverables and Assumptions:

- Summary of Relevant Hydrologic, Hydraulic, and Flood Capacity Analysis
- GIS Files and Maps of Relevant Data
- Up to three (3) Field Meetings/Assessments
- Mapping/Modeling of the OHWM
- Feasibility Study Report
- The City will work with EcoSystems West to identify all studies performed to date, and the City will provide the hydraulic data first referenced in the 2004 Storm Water Master Plan.

Task 2.3a – Biological Assessment

This scope of work includes the field work and mapping described below, but does not include preparation of a report.

A biological (biotic) assessment, which characterizes the biological resources within the maintenance areas, is required for the regulatory compliance that will be submitted to the US Army Corps of Engineers (USACE), which consults with US Fish and Wildlife Service (USFWS), and to California Department of Fish and Wildlife (CDFW) during the permitting process.

To date, the Harris Team reviewed sensitive biological resource data from USFWS, CDFW, California Natural Diversity Database (CNDDDB); and other recognized lists of sensitive resources. Additionally, the team has communicated with other local experts about occurrences of sensitive wildlife species that have not been recorded in official databases. Based on this research and these sources, we developed target lists of sensitive plant and wildlife species with potential to occur in the City's maintenance areas. During the field reconnaissance surveys, we evaluated the creeks and wetlands within the City's maintenance areas to determine which sensitive resources could occur. In addition, using ArcGIS we mapped all sensitive habitats adjacent to aquatic features.

All biological resources will be presented in maps to identify and depict.

Task 2.3 Deliverables Provided to Date:

- Biotic Assessment Letter Report for Santa Rita Creek, Natividad Basin, and the Industrial Wastewater Treatment Facility.

Task 2.3a Deliverables and Assumptions:

- Map/s of Biological Resources (sensitive habitats, plants, wildlife species, and wildlife movement).

Task 2.4a – Cultural and Historical Resources Assessment

This scope of work includes the records search, field work and mapping described below, but does not include completion of the report.

Maintenance activities that fall under the jurisdiction of the USACE (and are subject to Section 404 of the Clean Water Act) also must comply with Section 106 of the National Historic Preservation Act (NHPA) through consultation with the State Historic Preservation Officer (SHPO) and Native American tribes.

The Harris Team will identify and map the maintenance area(s) of potential effects (APE), on which direct ground disturbance may occur. The total size and number of maintenance areas still requiring cultural resource investigations for this project has yet to be finalized. The APE boundaries defining the limits of additional background research, an updated records search, tribal outreach, and field survey will be established based on the Feasibility Study (Task 2.2). Albion Environmental will then assess whether any cultural and historic built resources are located directly in or adjacent to the areas of proposed ground disturbance. Because of the unknown extent of the APE, the proposed budget amendment to complete the additional cultural resources report is an estimate of total costs.

Albion's background research will include conducting a cultural and historic resources records search at the Northwest Information Center (NWIC), requesting information related to Native American resources from the Native American Heritage Commission, and any Native American contacts that are identified by the Commission, reviewing historical maps and documents, and conducting a desktop geoarchaeological review of local soil conditions for evidence of potential buried cultural resources. When possible, the results of these efforts will be used to help guide ground disturbing activities that may impact known cultural resources or refine proposed work in areas that have been identified as sensitive for supporting cultural resources.

A pedestrian field survey will be conducted to identify previously undocumented archaeological and historic built resources visible on the ground surface. The archaeologist will carefully inspect the ground surface to identify artifacts, features, and infrastructure, and assess the local geomorphic context. If resources are identified, the survey team would document them for future study.

To date, Albion Environmental conducted a general records search and survey for archaeological and historical resources and prepared a report that was submitted to the USACE for Santa Rita Creek, Natividad Basin, and the Industrial Wastewater Treatment Facility.

This scope includes preparation of a constraints summary of sensitive cultural resources identified during records search and pedestrian surveys, but it does not include preparation of an additional report for the Natividad Creek and Gabilan Creek maintenance areas, and for the proposed sediment catchment basins.

Task 2.4 Deliverables Provided to Date:

- Cultural and Historical Resources Report for Santa Rita Creek, Natividad Basin, and the Industrial Wastewater Treatment Facility maintenance activities.


Task 2.4a Deliverables and Assumptions:

- Constraints Summary of Cultural Resources.

Cost Estimate

The cost estimate for the scope of work, described above and dated November 16, 2022, is \$85,728.50 (see attached cost estimate spreadsheet).

Salinas Creeks and Wetlands Maintenance Plan and Mitigation and Enhancement Program (November 16, 2022)

 Harris & Associates	STAFF HOURS												Fee
	Harris & Associates				EcoSystems West				Waterways			Albion	
	Kate Elliott Project Director	Alec Barton Planner	Lindsey Messner Tech Editor	Randy Deodat GIS Specialist	William Davilla Principal	Justin Davilla Senior Ecologist	Erin McGinty Sr Wildlife Biologist/ Project Manager	Melia Greene Biologist	Matt Weld Principal Engineer	Brent Zacharia Engineer	2-Person Survey Crew	Cultural Resources	
Task Description	\$275.00	\$135.00	\$135.00	\$150.00	\$165.00	\$150.00	\$150.00	\$135.00	\$190.00	\$165.00	\$295.00		
Task 1: Project Management and Maintenance Plan Description													
Task 1.1a Project Management and Coordination	14.0				2.0	2.0	14.0		4.0				\$ 7,340.00
Task 1.2a Meetings with City Staff and Stakeholders		6.0				6.0	6.0		4.0				\$ 3,370.00
<i>Hours Subtotal</i>	<i>14</i>	<i>6</i>	<i>0</i>	<i>0</i>	<i>2</i>	<i>8</i>	<i>20</i>	<i>0</i>	<i>8</i>	<i>0</i>	<i>0</i>		
Task 1 Subtotal	\$3,850.00	\$810.00	\$0.00	\$0.00	\$330.00	\$1,200.00	\$3,000.00	\$0.00	\$1,520.00	\$0.00	\$0.00	\$ -	\$10,710.00
Task 2: Technical Studies													
Task 2.1a Jurisdictional Delineation of Aquatic Resources				8.0	2.0	80.0	4.0						\$ 14,130.00
Task 2.2a Feasibility Study						24.0	24.0		44.0	40.0	40.0		\$ 33,960.00
Task 2.3a Biological Assessment	1.0			4.0	2.0	30.0	30.0	20.0					\$ 12,905.00
Task 2.4a Cultural and Historical Resources Assessment	1.0											\$ 10,000.00	\$ 10,275.00
<i>Hours Subtotal</i>	<i>2.0</i>	<i>0</i>	<i>0</i>	<i>12</i>	<i>4</i>	<i>134</i>	<i>58</i>	<i>20</i>	<i>44</i>	<i>40</i>	<i>40</i>		
Task 2 Subtotal	\$550.00	\$0.00	\$0.00	\$1,800.00	\$660.00	\$20,100.00	\$8,700.00	\$2,700.00	\$8,360.00	\$6,600.00	\$11,800.00	\$ 10,000.00	\$71,270.00
SUBTOTAL TASKS	\$4,400.00	\$810.00	\$0.00	\$1,800.00	\$990.00	\$21,300.00	\$11,700.00	\$2,700.00	\$9,880.00	\$6,600.00	\$11,800.00	\$ 10,000.00	\$81,980.00
Subconsultant Markup (5%)					\$50	\$1,065	\$585	\$135	\$494	\$330	\$590	\$500	\$3,749
TOTAL													\$85,728.50