

**SIXTH AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF WATSONVILLE AND HARRIS AND ASSOCIATES, INC.**

**THIS SIXTH AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville** ("City") and **Harris and Associates, Inc.** ("Consultant") this day of \_\_\_\_\_. The City and Consultant agree as follows:

**RECITALS**

**WHEREAS**, City and Consultant have previously executed a Consultant Services Contract dated May 15, 2019 in the amount of \$119,144.74 with an expiration date of December 31, 2020;

**WHEREAS**, on August 26, 2020, First Amendment was executed to amend Section 1 – Scope of Services and increase the scope, amend Section 2 – Term of Contract and extend the period to December 31, 2021 and amend Exhibit C – Compensation to increase the contract by \$42,879.50 and bring the total to \$162,024.24;

**WHEREAS**, on July 8, 2021, Second Amendment was executed to amend Section 1 – Scope of Services and increase the scope, amend Section 2 – Term of Contract and extend the period to June 30, 2022 and amend Exhibit C – Compensation to increase the contract by \$27,150.00 and bring the total to \$189,174.24;

**WHEREAS**, On March 11, 2022, Third Amendment was executed to amend Section 1 – Scope of Services and increase the scope, amend Section 2 – Term of Contract and extend the period to June 30, 2023 and amend Exhibit C – Compensation to increase the contract by \$112,948.00 and bring the total to \$302,122.24;

**WHEREAS**, On April 28, 2023, Fourth Amendment was executed to amend Section 2 – Term of Contract and extend the period to June 30, 2024 and amend Section 3 and Exhibit B – Schedule of performance for work to be completed by June 30, 2024;

**WHEREAS**, On December 19, 2024, Fifth Amendment was executed to amend Section 1 – Scope of Services and increase the scope, amend Section 2 – Term of Contract and extend the period to June 30, 2025, amend Section 3 and Exhibit B – Schedule of performance for work to be completed by June 30, 2025 and amend Section 4 and Exhibit C - Compensation to increase the contract by \$4,000 and bring the total to \$306,122.24.

**WHEREAS**, the Sixth Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

**NOW, THEREFORE**, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

***"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in the following and are attached hereto and incorporated herein:***

- ***Exhibit "1," February 20, 2025 letter from Kate Elliott to Eda Herrera concerning the Lee Road Trail: Contract Amendment to coordinate with Several Permit Agencies, Permit Revisions and Mitigation Design to Finalize Permits), and exclusion of optional tasks.***
- ***Additional Services as requested in writing and approved by the City.***

Section 2 is hereby amended to read:

***"Section 2. Term of Contract. The term of the Contract shall be extended to December 30, 2025."***

Section 3. and Exhibit "B" both entitled "Schedule of Performance" is hereby amended to read:

***All work shall be completed by December 30, 2025.***

Section 4 is hereby amended to read:

***"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of thirty-four thousand nine hundred sixty dollars and seventeen cents (\$34,960.17) for a total obligation of \$343,082.41 as described below.***

<b><i>Contract Amount After Amendment 4</i></b>	<b><i>\$306,122.24*</i></b>
<b><i>Exhibit "1"</i></b>	<b><i>\$34,960.17</i></b>
<b><i>Additional Services not included in Exhibit "1"</i></b>	<b><i>\$2,000.00</i></b>
<b><i>Subtotal Sixth Amendment</i></b>	<b><i>\$36,960.17</i></b>
<b><i>Total obligation under this Contract</i></b>	<b><i>\$343,082.41</i></b>

All other terms and conditions of the Contract dated May 15, 2019, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Sixth Amendment to Consultant Services Contract the day and year first hereinabove written.

**CITY OF WATSONVILLE**

**HARRIS & ASSOCIATES, INC.**

By \_\_\_\_\_  
Tamara Vides, City Manager

  
By \_\_\_\_\_  
Kate Elliott, Director

ATTEST:

By \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Samantha W. Zutler, City Attorney

**EXHIBIT "1"**

**SIXTH AMENDMENT TO SCOPE OF SERVICES**



# MEMORANDUM

**To:** Eda Herrera and Murray Fontes, City of Watsonville  
**From:** Kate Elliott  
**RE:** Lee Road Trail – Harris Amendment 6 (Agency Coordination, Permit Revisions, Mitigation Design, Contract Extension)  
**Date:** February 20, 2025  
**Cc:** EcoSystems West (ESW) and Waterways  
**Attachment A:** Waterways Scope of Work for Task 2 and Optional Task 3

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This memorandum includes the scope of work and cost estimate for additional coordination and consultation with the agencies and other stakeholders required to complete the permit application process, including multiple drafts of the Conceptual Mitigation Plan (CMP) and the Final Mitigation Plan; and preparing the preliminary design for the mitigation site north of Harkins Slough Road, as well as an optional task to prepare the final design, associated with the City of Watsonville's Lee Road Trail Project (Project).

## Scope of Work

### **TASK 1. Coordination, Consultation, and Completion of Project Permits**

#### **A. COORDINATION/AGENCY CONSULTATION/MEETINGS**

This task includes additional meetings, coordination, and consultation associated with responding to additional questions and requests from the Regional Water Quality Control Board (Regional Board), California Department of Fish and Wildlife (CDFW), County of Santa Cruz (County), and City of Watsonville (City), as well as MME (to determine feasibility and modify Project Design Sheets). This includes addressing the County's questions and requests for updated information about impacts to sensitive habitat and planned mitigation.

Additionally, the City requested that the majority of mitigation be implemented during Phase II (instead of Phase I), which requires mitigation be implemented in two corresponding phases and the addition of a new mitigation site. This effort required coordination with the resource agencies, Watsonville Wetlands Watch (WWW), Watsonville Slough Ecological Reserve (WSER) manager, and the City.

#### **B. PERMIT REVISIONS (IMPACTS, MAPS, APPLICATIONS)**

To reduce temporary impacts and fees, the Regional Boards recommended reducing the size of the access road at Struve Slough. This required updating the permit application to match the revised design plans and associated (reduced) impacts. This effort included additional mapping, and recalculation of impacts and mitigation acreages.

#### **C. CONCEPTUAL MITIGATION PLAN**

The original scope of work included one draft and one final CMP. Additional drafts of the CMP have been prepared to address Project and mitigation changes and to respond to additional rounds of review by the agencies and WWW. The original draft CMP was prepared and submitted with permit applications in January

2021. Since this time, the CMP has been revised three times: 1) initially after meeting with agency representatives and WWW to revise the mitigation location (CDFW declined the siting of the mitigation site on the WSER); 2) after receiving requests from the agencies for additional information and after review by WWW; 3) to match the reduced impacts described above, and to address the City's request to delay implementation of creation of the mitigation pond until Phase II for the project.

Drafts 1-3 of the CMP included one compensatory mitigation site, located on City-owned property north of Harkins Slough Road within Upper West Branch Struve Slough, to compensate for impacts to wetlands and California red-legged frog (CRLF). An additional mitigation site was recently added adjacent to the proposed trail on the south side of Harkins Slough Road (pending approval by CDFW) to mitigate for impacts associated with Phase I only. This site was included in the most recent (4<sup>th</sup>) version of the CMP. To obtain authorization for this proposed mitigation site, additional coordination with CDFW and WWW is required. This task is on-going. Additional consultation with agency representatives was required to achieve a CMP that will be approved by the agencies and meet the City's needs. This consultation is on-going.

This task also includes additional site visits and effort to refine the mitigation site that was previously identified by WWW and approved by agency representatives, as coordinated by ESW. Our assumption was that the mitigation site and design had been vetted by WWW; however, the revised location and design did not incorporate requests by the US Fish and Wildlife Service (USFWS) to provide breeding habitat for CRLF. While the mitigation site selected was one of three sites originally identified by WWW under a previous effort and subsequently proposed for this Project, the mitigation design needs to be refined to meet agency requirements (e.g. sustain sufficient hydrology for successful establishment of wetland and riparian vegetation and to allow for successful CRLF breeding). ESW coordinated with WWW and Waterways to advance the mitigation plans to the next stage. This effort is on-going. Therefore, this scope of work also includes Task 2, below, to refine the mitigation site and prepare preliminary designs that meet agency requirements.

#### **D. PROJECT IMPACT FEE (PAYABLE TO THE REGIONAL BOARD)**

Payment of the final Project Impact fee associated with these refined Project impacts was required for the Regional Board to deem the application complete and to enable the Regional Board to meet conditions of the Memorandum of Understanding (MOU) that exists between the Regional Board and the US Army Corps of Engineers (emails provided to the City on February 18, 2025). This fee was paid by ESW to the Regional Board, and the receipt was provided to the City on February 18, 2025.

#### **E. FINAL MITIGATION PLAN**

The preliminary design for the mitigation site north of Harkins Slough Road (Task 2 below) will be incorporated into a Final Mitigation Plan for the Project. Additional descriptions of how the feature will be constructed and the locations for native wetland plantings will be prepared based on the design.

#### **F. WINTERIZATION PLAN AND DIVERSION & DEWATERING PLAN**

To accommodate the City's request to construct during early spring and fall (outside of the time period typically allowed by the Regional Board), the Regional Board has requested preparation and submission of a Winterization (Wet Weather Preparedness) Plan and a Diversion & Dewatering Plan to supplement the Best Management Practices identified on the Project Design Plans and in the Biotic Assessment for the Project. These documents must be submitted to the Regional Board 21 days prior to construction start. ESW has received direction from the Regional Board on the required content of these documents and proposes to prepare draft and final versions.

## **TASK 2. Preliminary Design for Mitigation Site**

This task includes preliminary design of the mitigation site identified in the CMP to confirm hydrological and functional feasibility, as described in **Attachment A**, Tasks 1-4.

Waterways will visit the site and map the primary channels to evaluate general topography, so features can be positioned most advantageously on the landscape. The ground survey will be merged with Lidar data to form a comprehensive base map.

Waterways will perform a hydrologic analysis to determine the peak flow rates at the project site for several return intervals of interest (e.g., 2-, 10-, and 100-year). The work will consist of a rational equation or flood-frequency analysis based upon adjacent gauged watersheds or regional regression equation calculations. Based upon the topographic mapping, Waterways will perform hydraulic analyses to determine flood inundation levels and erosion risk as relates to proposed pond or conveyance features.

Waterways will prepare a schematic design layout for the proposed mitigation features, based on our site survey, modeling, and input received from the project team regarding mitigation requirements (e.g., size of pond or acreage of wetland creation).

## **OPTIONAL TASK 3. Final Designs Plans for Mitigation Site**

This task includes development of the Final Design Plans (30%, 65%, 100%) for the mitigation site identified in the CMP, building on the preliminary design developed during Task 2. Refer to **Attachment A**, Tasks 5-11 for the full scope of work.

The scope of work and cost include the following, providing a reasonably conservative estimate for planning purposes given the unknown timeframe and several other unknown factors, including the following:

- A geotechnical study may or may not be needed depending on the soils, site conditions, and what is required to construct the pond (e.g. if embankments are needed to hold water back);
- The design costs (30%, 65%, 100%) could be reduced by up to 20% depending on the complexity of the design.
- If the existing monitoring wells were designed properly for the purposes of hydrologic monitoring and are still functioning, the cost for monitoring wells could be reduced.

## **Cost Estimate**

As shown in **Table 1**, the cost estimate for Tasks 1 and 2 is \$34,960.17.


Task 1. Coordination, Consultation, and Completion of Permits: \$29,350.17

Task 2, Preliminary Design for Mitigation Site: \$5,610.00

The cost estimate for OPTIONAL Task 3, Final Designs for Mitigation Site, is \$55,890 if the City contracts directly with Waterways (or \$64,279 if the City contracts with Harris, with Waterways as a subconsultant to Harris).



Table 1

Cost Estimate - Lee Road Trail Amendment 6 - Agency Coordination, Permit Revisions, Mitigation Design (February 20, 2025)							
 Harris & Associates	STAFF HOURS				DIRECT COSTS		Fee
	Harris & Associates		EcoSystems West		EcoSystems West	Waterways	
	K Elliott (PM/QA-QC)	R Deodat (GIS)	J Davilla (Bio Res)	E McGinty (Bio Res)	Permit Fees	Mitigation Site Design	
	\$280.00	\$155.00	\$170.00	\$170.00			
<b>Task 1 and Task 2</b>							
1. Coordination, Consultation, and Completion of Project Permits							\$ -
A. Coordination/Agency Consultation/Meetings				12.0			\$ 2,040.00
B. Permit Revisions (Impacts, Maps, Applications)		3.0	4.0	16.0			\$ 3,865.00
C. Conceptual Mitigation Plan							\$ -
Additional Drafts				20.0			\$ 3,400.00
Mitigation Site Development (Site Visits and Coordination)				4.0			\$ 680.00
D. Project Impact Fee (Payable to the Regional Board)					\$ 9,945.17		\$ 9,945.17
E. Final Mitigation Plan		4.0	4.0	8.0			\$ 2,660.00
F. Winterization Plan and Diversion & Dewatering Plan				8.0			\$ 1,360.00
Associated Project Coordination, Management & Meetings	12.0			12.0			\$ 5,400.00
2. Preliminary Design for Mitigation Site				4.0		\$ 4,930.00	\$ 5,610.00
Hours Subtotal	12	7	8	84			
<b>Cost</b>	\$3,360.00	\$1,085.00	\$1,360.00	\$14,280.00	\$ 9,945.17	\$ 4,930.00	<b>\$34,960.17</b>
<b>OPTIONAL TASK (Contract directly with Waterways)</b>							
3. Final Design Plans (30%, 65%, 100%) for Mitigation Site						\$ 55,890.00	\$ 55,890.00
<b>Cost</b>	\$0.00					\$ 55,890.00	<b>\$ 55,890.00</b>
<b>OPTIONAL TASK (Contract with Harris and subconsultant Waterways)</b>							
3. Final Design Plans (30%, 65%, 100%) for Mitigation Site	10.0					\$ 55,890.00	\$ 58,890.00
Hours Subtotal	10.0	0	0	0			
Subconsultant Markup (10%)							\$ 5,589.00
<b>Cost</b>	\$2,800.00					\$ 55,890.00	<b>\$ 64,279.00</b>



Ecological Restoration Design ~ Civil Engineering ~ Natural Resource Management

February 10, 2025

Harris and Associates  
Attn. Kate Elliott  
450 Lincoln Ave  
Suite 103, Salinas CA 93901

Exhibit A: Scope of Services, Job No. 25-009 **Lee Road Trail Mitigation**

Dear Mrs. Elliott,

Thank you for your interest in our services. Per your request, we prepared the following proposal to provide design consultation services in support of the above referenced project.

Please review the following Scope of Services and attached Budget (Exhibit B). If the scope and budget meet your approval and you wish to proceed, please contact us to discuss preparation of an agreement to authorize our work.

## **PROJECT UNDERSTANDING**

We understand that the City of Watsonville wishes to develop a mitigation site on property within Upper West Branch Struve Slough, just northeast of the Watsonville Wetlands Watch offices. The mitigation area would include one more ponds capable of supporting Red Legged Frog breeding.

We have prepared the following proposal to develop the project in two phases. The first phase includes a preliminary site assessment and schematic design. The second phase would include additional studies (e.g., geotechnical and groundwater) would advance design documents to completion.

## **SCOPE OF SERVICES**

Based on our project understanding, we intend to provide the following services over two phases of work:

### **PHASE ONE – SCHEMATIC DESIGN**

#### **Task 1 – Phase 1 Project Management, Coordination, and Meetings**

The task 1 budget covers time spent performing project management and administration duties, including correspondence, coordination, and documentation directly related to our performance of the work. This task effort includes preparation of consultant agreements, invoices, and other related administration. This budget also includes time required for teleconference and site meetings with the project team.

*Deliverables: Meeting Notes and Monthly Invoices (.pdf)*

### **Task 2 –Preliminary Site Investigation**

Waterways will visit the site and map the primary channels to evaluate general topography so that we can position features most advantageously on the landscape. Our ground survey will be merged with publicly available Lidar data to form a comprehensive basemap.

***Deliverables: topographic basemap with cross section layout and long profile and section plots (.pdf & .dwg)***

### **Task 3 - Hydrology and Hydraulic Modeling**

Waterways will perform a hydrologic analysis to determine the peak flow rates at the project site for several return intervals of interest (e.g., 2-, 10-, and 100-year). The work will consist of a rational equation or flood-frequency analysis based upon adjacent gauged watersheds or regional regression equation calculations.

Based upon the topographic mapping, Waterways will perform hydraulic analyses to determine flood inundation levels and erosion risk as relates to proposed pond or conveyance features.

***Deliverables: See Task 4.***

### **Task 4 – Schematic Design**

Waterways will prepare a schematic design layout for the proposed mitigation features, based on our site survey, modeling, and input received from the project team regarding mitigation requirements (e.g., size of pond or acreage of wetland creation).

***Deliverables: schematic design (shapefile and pdf)***

## **PHASE 2 – FINAL DESIGNS**

### **Task 5 – Phase 2 Project Management, Coordination, and Meetings**

The task 5 budget covers time spent performing project management and administration duties, including correspondence, coordination, and documentation directly related to our performance of the work. This task effort includes preparation of consultant agreements, invoices, and other related administration. This budget also includes time required for teleconference and site meetings with the project team.

*Deliverables: Meeting Notes and Monthly Invoices (.pdf)*

### **Task 6 – Topographic Mapping**

Waterways will survey the project site and prepare a detailed topographic map, profile & cross section survey.

The limits of the mapping will encompass the proposed work area as well as temporary access and phasing areas adjacent to the work.

Mapped data will include

- topography, including detailed location of existing drainage features
- utilities visible above ground,
- existing structures and other improvements,
- trees over 6" diameter
- anticipated access and staging areas

Detail will be sufficient for generation of one-foot contours.

Mapping will be performed with a robotic total station and/or survey grade GPS. Our data collection will be performed by our design team, allowing them to spend valuable time on the ground to obtain familiarity with the site, ground truth mapping products, and focus their effort on features critical to the design.

Cross section mapping will be performed upstream and downstream of the project area, as necessary to construct a complete and accurate hydraulic model of the study area. A long profile will be extended downstream to evaluate the channel slope and condition. High water marks of past floods will be recorded for calibration of the hydraulic model, where evident.

Waterways will establish a network of permanent survey control points in the vicinity of the proposed work. Control points will be established outside of the proposed work areas to ensure they're retained for future use during construction staking, as-built mapping, and post-construction monitoring, if required. The control network could later be used to provide ties to any existing benchmarks, should this be requested by the Client or reviewing agencies.

Waterways does not perform boundary surveys. However, if existing boundary monuments are identified by the landowner in the vicinity of the project area, we will locate them to allow for approximate orientation of record information as an overlay upon the mapped topography.

Unless otherwise specified, our mapping services do not include the location of underground utilities. If you have reason to believe that utility conflicts may exist, please notify us so that our mapping can be coordinated with the services of a utility location service that would allow us to document painted markings or other indicators. Our budget does not currently include allowances for us to directly hire or coordinate with utility location services.

***Deliverables: topographic basemap (.pdf & .dwg)***

### **Task7 –Monitoring Wells**

Waterways will Install two groundwater monitoring wells in the vicinity of the proposed pond(s). The wells will be instrumented with "Hobo MX" water level data loggers which will be downloaded once every 6 months over the duration of the study, requiring a total of five trips to the site. At the completion of the study, results will be summarized in a letter report and used to

refine design details related to required pond depth, dimension, hydraulic controls, and possibly liner options.

***Deliverables: Letter Report (PDF)***

### **Task 8 – 30% Level Designs**

The 30% level drawings will be sufficiently accurate and complete to determine project layout, impacts, opportunities, constraints and material quantities. Information to be provided on the Drawings will include:

- Title sheet with location and vicinity maps
- Site overview, access and staging areas;
- Existing site topography and proposed grading plan, identifying limits of ground disturbance and vegetation removal;
- Typical details, cross sections and profiles;
- Geotechnical bore holes and monitoring well locations
- Location of easements or other restrictions (to be provided by others), and

Our attached budget provides a preliminary cost for a geotechnical report. At this stage of the planning process, we are still unsure of whether a geotechnical investigation and report will be required. Please consider this budget item as approximate, provided for planning purposes only, and subject to change once the project location and details are better understood.

***Deliverables: 30% level plans with Modeling Results and Preliminary Engineer's Cost Estimate (.pdf)***

### **Task 9 - 65% Designs**

The 65% drawings will be sufficiently accurate and complete to determine project layout, impacts, opportunities, constraints and quantities. Typically, the 65% Drawings will be suitable to serve as a basis for permit applications. The 65% cost estimate will be in a format that represents the anticipated final bid form, with recommended units of measurement specified for individual work items. Items to be shown on the Drawings include:

- Title Sheet and Location Map
- Existing site topography
- Proposed Site Improvements
- Typical cross sections
- Quantities & materials
- Limits of disturbance
- General Notes
- Typical details for key project features
- Diversion and Dewatering plan (as necessary)
- Site access and staging plan
- Erosion Control and Construction BMP's

***Deliverables: 65% design drawings (.pdf), cost estimate (.pdf and .xlsx).***

### Task 10 – Permit Support

Our scope assumes the Client will take the lead in permitting the project and that Waterways' role will be to provide technical support at the Client's request.

Permit support services typically include participation in permit-related meetings or conference calls, preparation of written responses to agency comments, or preparation and submittal of calculations or figures required to support permit applications. Our budget estimate for this task is based on our experience with similar projects in this area. Actual costs will be dependent on the level of assistance requested by the Client, and may exceed our budget estimate. These services will be performed on a time and materials basis, at the request of the Client up to the level of effort estimated in our attached budget.

### Task 11 - 100% Designs

Waterways will review comments received from the Project Team, the permitting agencies, and other project stakeholders on the 65% Drawings and will incorporate revisions into the 100% plans, where appropriate. The 100% Plans will be at a suitable level to competitively bid and construct the project, including:

- Title Sheet and Location Map
- Existing site topography
- Proposed Site Improvements & Grading Plan
- Typical cross sections
- Quantities & materials
- Limits of disturbance
- Technical Specifications for materials and placement (to be included on plans)
- Typical details for key project features
- Dewatering plan (as necessary)
- Site access and construction phasing plan
- Erosion Control and Construction BMP's

#### *Deliverables:*

- *Design drawings: (.pdf)*
- *Cost Estimate: (.pdf and .xlsx), and*
- *Technical specifications: (.pdf & MSWord)*

Refer to attached Exhibit B for a detailed breakdown of our anticipated budget. We will not exceed this estimate without prior written approval of the Client. The estimated budget is valid for a period of 180 days beyond the date of this proposal.

Costs have been allocated to individual tasks to determine the total estimated budget. Waterways may reallocate costs among tasks, as needed, provided the total price is not exceeded for the scope of work proposed, without previous written authorization from the Client.

Our fees for construction phase services, if included in the scope of services described above, will be billed on a time and materials basis in accordance with the attached Schedule of Fees,



and will reflect the actual work and costs incurred, as dictated by the project requirements. Our fees are highly dependent on the Contractor's schedule and performance, which are beyond our control.

Printed and/or wet-signed copies of design documents will be prepared at Client's request and billed at our standard rates (Attached).

## **ADDITIONAL SERVICES**

Waterways shall be available for additional services on a time and materials basis, at our prevailing rates. Additional services are defined as those that are not specifically identified under the scope of proposed services or those that are required as a result of unforeseen circumstances that arise during the permitting process. Examples "additional services" may include:

- Services beyond the scope of services in the agreement.
- Services which need to be provided beyond the time schedule set forth in the agreement.
- Services required as a result Client providing incomplete or incorrect project information.
- Services related to redesigning documents or rebidding contracts due to no fault of Engineer.
- Services related to revising drawings and specifications occasioned by substituting materials or equipment.
- Reproduction of reports drawings, and specifications, except as provided under scope of services.
- Providing renderings or models.
- Additional or extended services made necessary by defective, negligent, or delayed work by prime contractors or others.
- Additional or extended services during construction made necessary by the acceleration of the progress schedule involving services beyond normal working hours.
- Evaluation of claims or providing testimony in connection with a hearing, arbitration, or litigation.

We look forward to working with you to further these efforts. If you have any questions, please contact me at 831-421-9291.

Sincerely,

Matt Weld, R.C.E.  
CA License No. 62235  
NV License No. 15367  
OR License No. 78668PE  
WA License No. 51508

## **LIMITATIONS & EXCLUSIONS**

1. Waterways shall not be held responsible for the accuracy of existing mapping or data collection performed by others and made available by the Client. If existing products made available by others are found to be inaccurate or incomplete, during the process of our work, our budget, scope, and/or schedule shall be adjusted to account for unexpected expenses or delays incurred as a result of these deficiencies.
2. Waterways Consulting does not provide boundary surveying services. Our scope of services excludes boundary surveying, unless otherwise stated in the scope and budget. When these services are offered by Waterways, it is through a Subconsultant, and will be explicitly identified as such.
3. The scope of work does not include a “line of sight” study, unless specifically included as a task item.
4. Schedules, Budgets, and Estimates of Cost: Any schedules or completion dates, budgets, or estimates of cost prepared by Waterways represent Waterways’ professional judgment based on its experience and available information. Since neither Waterways nor Client has control over the cost of labor, materials, or equipment, or contractor’s methods of determining prices, or over competitive bidding, permit requirements, or market conditions, Waterways cannot and does not warrant or represent that actual schedules or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Waterways or proposed, established, or approved by Client.
5. If the scopes of services to be provided by Waterways pursuant to the terms of this agreement includes the preparation of grading drawings but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Waterways for such services pursuant to this agreement.
6. If the scope of services includes Waterways’ assistance in applying for governmental permits or approvals, this work does not include the preparation of additional studies or analysis requested by governmental agencies and not specifically included in our scope (e.g., archeological investigations, wetland delineations, geologic studies, etc.). Waterways’ assistance with permit preparation and/or submittal will not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
7. Waterways makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and will not be responsible for any liability that may arise out of performing or failure to perform soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
8. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with the agreement.



9. Waterways does not provide geotechnical engineering services. If required, these services will be provided by subcontractors and clearly identified in our scope and budget. If required and not included herein, they may be requested under an amended scope of services.
10. Design services do not include preparation of a “Design Report” for Client or agency review, unless specifically noted in the scope of services. If the Client requests the preparation of a design report, or the re-formatting of our internal design calculations for submittal to agencies, these services will be performed on a time and materials basis.

## **ASSUMPTIONS**

1. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Waterways and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.
2. After Client’s acceptance of the preliminary drawings (Concept level of completion), should new information, changed conditions, agency/public comments on the preliminary drawings, or other factors require additional mapping, data collection, graphic modifications, or conceptual changes, the budget may need to be amended to cover these unanticipated costs.
3. The Client shall be responsible for obtaining all necessary easements for both temporary construction-related access and for permanent access and parking, where required.
4. Where the Waterways scope includes preparation of specifications, Waterways will only be responsible for preparation of technical specifications. The Client shall prepare general and front end provisions for the project, if required.
5. All permitting shall be handled by the Client. Waterways will be available for permitting assistance on a time and materials basis, at the firm’s prevailing hourly rates. If permitting agencies request submittal of design reports, detailed hydraulic modeling or calculations, beyond what is deemed by Waterways to be necessary to complete the design, this work will be considered extra, unless specifically outlined in the scope of services.
6. Our design services are not typically performed to meet a specific total project cost, as cost is often beyond our control. When total project budget is expected to guide the design approach, this expectation should be clearly defined in the Agreement.
7. Waterways will have no responsibility for the discovery, presence, handling, removal or disposal of hazardous or toxic materials or substances in any form at Project sites, including but not limited to, asbestos, asbestos products or polychlorinated biphenyl (PCB) except for such hazardous or toxic materials or substances introduced on to the project site by Waterways or any damage or injuries resulting from Waterways’ negligence.
8. When hazardous or toxic materials or substances are known, assumed or suspected to exist at a site, Client shall take appropriate precautions to protect health and safety of Waterways’ personnel, to comply with applicable laws and regulations, and to follow procedures that Client deems prudent to minimize physical risks to employees and the public. Client shall inform Waterways of any hazardous or toxic materials or substances known by Client to exist at a Project site on which Waterways is providing services.

9. Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction. Client may use preliminary products for permit review submittals. However, Client is advised that design details may change as designs are finalized. Waterways cannot be held liable for the cost of additional permitting effort or project delays that may result from these changes.



**EXHIBIT B - ESTIMATED BUDGET FOR CONSULTING SERVICES**

**2/10/2025**

**Client: Harris and Associates**

**Project Name: Lee Road Mitigation Pond**

**Waterways Job No.: 25-008**

		Principal Engineer	Staff Engineer	Survey Crew	Budget Allocation
		(Weld)	(Bagley)	(2 person)	
#	Task Description	\$205	\$150	\$315	
Phase One - Schematic Design					
1	Project Administration	6	0		\$1,230
2	Site Investigation	4	4	1	\$1,735
3	Preliminary Hydraulic Modeling	1	3		\$655
4	Schematic Design	2	6		\$1,310
Direct Expenses					\$50
Subtotal					\$4,930

<b>Phase Two - Final Design</b>					
5	Project Administration	10	4		\$2,650
6	Supplemental Mapping		8	8	\$3,720
7	Install Two Monitoring wells and monitor for 2 yrs	6	28		\$5,430
8	30% Design	6	24		\$4,830
9	65% Design & Cost Estimate	16	40		\$9,280
10	Permit Support	6	8		\$2,430
11	100% PS&E	16	20		\$6,280
Sub Total					<b>\$44,530.00</b>

<b>Direct Expenses</b>				<b>Allocation</b>	
Office Expenses					\$150.00
Geotechnical Investigation (PLACEHOLDER, PENDING MORE INFORMATION)					\$16,000
Mileage(\$ .655/mile)					\$140.00
Subtotal					\$16,290.00
Total					<b>\$60,820.00</b>