

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 1

CONTRACTOR: Laugenour and Meikle Civil Engineers

EFFECTIVE DATE: June 10, 2010

PROJECT: Land Surveying & Engineering Design

DESCRIPTION OF AMENDMENT:

1. Extend term to June 30, 2011.

SIGNATURES:

Solano County Water Agency,  
a Public Agency

Laugenour and Meikle Civil Engineers

By: \_\_\_\_\_  
Mike Reagan, Chairman  
Board of Directors

By: \_\_\_\_\_  
Christopher W. Lerch  
Principal

Name of Project: **Habitat Conservation Plan**

## SOLANO COUNTY WATER AGENCY

### AGREEMENT FOR PROFESSIONAL SERVICES

(Professional Services/Professional Liability/General Liability & Auto/no Additional Insured)

THIS AGREEMENT, **effective July 1, 2010**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **LSA Associates, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Habitat Conservation Plan**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

#### 1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Habitat Conservation Plan**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

#### 2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$317,207** for all work contemplated by this Agreement.

#### 3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, however in no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2011**, as directed by the Agency.

5. MODIFICATION AND TERMINATION

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance of nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. PERMITS

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. INDEMNIFY AND HOLD HARMLESS

**When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.**

**Other than in the performance of professional services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.**

8. INSURANCE

By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the professional services under this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Contractor will file with the Agency, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Agency. The retroactive date (if any) is to be no later than the effective date of this agreement. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

9. COMPLIANCE WITH LAW

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

10. RECORD RETENTION

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. OWNERSHIP OF DOCUMENTS

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. SUBCONTRACT AND ASSIGNMENT

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. (*Note: list any subcontractors here*)

13. NONRENEWAL

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. NOTICE

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

David Okita, General Manager  
Solano County Water Agency  
P.O. Box 349  
Elmira, CA 95625

CONTRACTOR

Malcolm J. Sproul  
LSA Associates, Inc.  
157 Park Place  
Pt. Richmond, CA 94801

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The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency  
a Public Agency

By: \_\_\_\_\_  
Mike Reagan, Chair  
Board of Directors

By: \_\_\_\_\_  
Malcolm J. Sproul,  
Principal

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**

**RATE OF COMPENSATION**

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 6

CONTRACTOR: Luhdorff & Scalmanini Consulting Engineers.

EFFECTIVE DATE: July 1, 2010

PROJECT: Northern Solano County Groundwater Monitoring Program

**DESCRIPTION OF AMENDMENT:**

1. Extend term of contract to June 30, 2011.

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

Luhdorff & Scalmanini,  
Consulting Engineers

By: \_\_\_\_\_  
Don Holdener, Vice-Chair  
Board of Directors

By: \_\_\_\_\_  
Vicki Kretsinger,  
Principal Hydrologist

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

**AMENDMENT NUMBER:** 1

**CONTRACTOR:** Mike Bobbitt and Associates

**EFFECTIVE DATE:** July 1, 2010

**PROJECT:** Geographical Information System Services

**DESCRIPTION OF AMENDMENT:**

1. Amend Exhibit A and B as attached.
2. Extend term to June 30, 2011

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

Mike Bobbitt and Associates

By: \_\_\_\_\_  
Mike Reagan, Chair  
Board of Directors

By: \_\_\_\_\_  
Mike Bobbitt

**Proposal for**  
**Solano County Water Agency**  
**2010-2011 Budget for GIS Services and Web Mapping Application**  
**Development**

**GIS Update and Maintenance**

- a. General maintenance of SCWA GIS layers as needed
- b. Setting up County LIDAR and Pictometry data layers for use by SCWA
- c. Generating ArcPublisher map documents for use by SCWA staff.

## Proposal for Solano County Water Agency 2010-2011 Budget for GIS Services

1. General maintenance of SCWA GIS layers as needed
  - a. Estimated 4 hours per month – 48 hours total @ \$150/hr = \$7,200
2. Using ArcPublisher to generate ArcReader map documents for use by SCWA staff.
  - a. User Needs Analysis to determine: (Estimated 4 hours)
    - i. What users would like to be able to do with the ArcReader maps,
    - ii. Display layers to be included in the ArcReader maps
      1. Layers displayed by default
      2. Layers available for users to turn off and on
    - iii. Layers that need to be selectable
      1. Logically
      2. Spatially
    - iv. Functionality to be provided
      1. Zoom and display scales for layers and labels
      2. Search and find capabilities
      3. Identify
      4. Print
    - v. How much functionality will be handled by:
      1. User training
      2. Programming specific tools or macros
  - b. Generating ArcReader map documents (Estimated 8 hours)
    - i. Building one or two ArcView map projects to meet the specifications determined in the User Needs Analysis
    - ii. Using ArcPublisher to generate ArcReader map documents
  - c. Setting up each user: (Estimated 1 hour per user, estimated 4 users)
    - i. Loading and configuring ArcReader on user computers
    - ii. Training users on the use of the ArcReader map document
  - d. Ongoing changes, updates and adjustments to ArcReader map documents – covered in 1. General Maintenance of SCWA GIS Layers as needed
  - e. Total task estimated hours – 16 hours @ \$150/hr = \$2,400
3. Setting up County LIDAR and Aerial Photo data layers for use by SCWA
  - a. Estimated 24 hours @ \$150/hr = \$3,600
4. Travel time
  - a. Task 1: 12 x 2 hour round trips @ \$50/hour = \$1,200
  - b. Task 2: 2 x 2 hour round trips @ \$50/hour = \$200
  - c. Task 3: 3 x 2 hour round trips @ \$50/hour = \$300

Total Estimated Budget: \$14,900

# Mike Bobbitt & Associates

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1182 Larkin Dr.  
Sonoma, CA 95476  
(707) 996-1719  
(707) 933-8806 (Fax)  
mikebobbitt@mikebobbitt.com

## Rate Sheet

(Effective January 1, 2010)

### Hourly Rates

Principal  
GIS/GPS Associate  
GIS/GPS Technician  
Travel Time

Mike Bobbitt	\$150/hour
Kelly Bobbitt	\$130/hour
Doug Wood	\$90/hour
	\$50/hour

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 1

CONTRACTOR: Northwest Hydraulic Consultants

EFFECTIVE DATE: June 10, 2010

PROJECT: Putah South Canal Sediment and Vegetation Management

DESCRIPTION OF AMENDMENT:

1. Extend term to June 30, 2011.

SIGNATURES:

Solano County Water Agency,  
a Public Agency

Northwest Hydraulic Consultants

By: \_\_\_\_\_  
Mike Reagan, Chair  
Board of Directors

By: \_\_\_\_\_  
Robert MacArthur, Principal

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 1

CONTRACTOR: Phillip Williams & Associates, LTD

EFFECTIVE DATE: June 10, 2010

PROJECT: Wetland Organic Carbon Research

DESCRIPTION OF AMENDMENT:

1. Extend term to June 30, 2011.

SIGNATURES:

Solano County Water Agency,  
a Public Agency

Phillip Williams & Associates, LTD

By: \_\_\_\_\_  
Mike Reagan, Chair  
Board of Directors

By: \_\_\_\_\_  
Betty Andrews, Principal

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 2

CONTRACTOR: RMC Water & Environment.

EFFECTIVE DATE: July 1, 2010

PROJECT: IRWMP Assistance

**DESCRIPTION OF AMENDMENT:**

1. Extend time of performance to June 30, 2011.

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

RMC Water & Environment

By: \_\_\_\_\_  
Mike Reagan, Chair  
Board of Directors

By: \_\_\_\_\_  
Dave Richardson,  
Senior Vice President

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 1

CONTRACTOR: Solano RCD

EFFECTIVE DATE: July 1, 2010

PROJECT: **Field Support – Duc Jones**

DESCRIPTION OF AMENDMENT:

1. Extend term to June 30, 2011

SIGNATURES:

Solano County Water Agency,  
a Public Agency

Solano Resource Conservation District

By: \_\_\_\_\_  
Michael Reagan, Chairman, Board of Directors

By: \_\_\_\_\_  
Joseph R. Martinez, Chair

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 5

CONTRACTOR: Solano Resource Conservation District

EFFECTIVE DATE: July 1, 2010

PROJECT: **Watershed and Flood Control Programs**

DESCRIPTION OF AMENDMENT:

1. Increase Compensation Limit to \$337,272 – an increase of \$86,070 over contract amount of \$251,202.
2. Extend term to June 30, 2013.

SIGNATURES:

Solano County Water Agency,  
a Public Agency

Solano Resource Conservation District

By: \_\_\_\_\_  
Michael Reagan, Chairman, Board of Directors

By: \_\_\_\_\_  
Joseph R. Martinez, Chair

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

**AMENDMENT NUMBER:** 10

**CONTRACTOR:** Somach, Simmons and Dunn

**EFFECTIVE DATE:** July 1, 2010

**PROJECT:** Putah Creek and HCP Legal Services

**DESCRIPTION OF AMENDMENT:**

1. Amend exhibit A and B as attached.
2. Extend time of performance to June 30, 2011.

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

Somach, Simmons, and Dunn

By: \_\_\_\_\_  
Mike Reagan, Chair  
Board of Directors

By: \_\_\_\_\_  
Stuart Somach  
President

**Somach Simmons & Dunn, APC**  
Scope of Services for Solano County Water Agency, 2010-2011

We will provide assistance with SCWA's development of its Habitat Conservation Plan, the related Implementation Agreement, and related ESA and/or CEQA or NEPA issues, including issues related to anadromous fish in Lower Putah Creek. This will include reviewing the ongoing work in this matter, as requested; being available for meetings with relevant agencies and staff; undertaking appropriate and requested legal review; and undertaking all additional work in this regard, as requested.



**SOMACH SIMMONS & DUNN**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

500 CAPITOL MALL, SUITE 1000, SACRAMENTO, CA 95814

OFFICE: 916-446-7979 FAX: 916-446-8199

SOMACHLAW.COM

**SCHEDULE OF RATES**

**KEY PERSONNEL:**

Stuart L. Somach .....\$ 390.00  
 Jennifer T. Buckman ..... \$ 290.00

Shareholders	\$215.00 to \$390.00
Associates	\$180.00 to \$205.00
Of Counsel	\$250.00 to \$350.00
Paralegals and Law Clerks	\$120.00 to \$175.00

NOTE: The Schedule of Rates will be reviewed and may be modified. Clients will receive 30 days notice of any modification in the Schedule of Rates. Rates for new attorneys will be forwarded to the client within a reasonable time after the new attorney begins work under this contract. All out-of-pocket costs and expenses will be billed to clients at our cost. An interest charge will be added to all bills that are unpaid in excess of 30 days.

(12/09.PUN)

<b>PRIVILEGED AND CONFIDENTIAL          ATTORNEY-CLIENT COMMUNICATION</b>
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**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 7

CONTRACTOR: Southwest Environmental, Inc.

EFFECTIVE DATE: July 1, 2010

PROJECT: Installation of High-Efficiency Toilets at CII locations.

DESCRIPTION OF AMENDMENT:

1. Increase contract amount by \$125,000 from \$251,000 to \$376,000.
2. Extend time of performance to June 30, 2011.

SIGNATURES:

Solano County Water Agency,  
a Public Agency

Southwest Environmental Inc.

By: \_\_\_\_\_  
Mike Reagan, Chair  
Board of Directors

By: \_\_\_\_\_  
Dale Chessher  
Director of Operations

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 2

CONTRACTOR: Donald R. Poore, DBA: Streamwise

EFFECTIVE DATE: July 1, 2010

PROJECT: Geomorphic Assessment and Design

**DESCRIPTION OF AMENDMENT:**

Extend time of performance to June 30, 2011.

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

Streamwise

By: \_\_\_\_\_  
Mike Reagan, Chairman  
Solano County Water Agency

By: \_\_\_\_\_  
Rick Poore, Principal

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 2

CONTRACTOR: Summers Engineering

EFFECTIVE DATE: June 10, 2010

PROJECT: Solano Project R&B Planning and Implementation

**DESCRIPTION OF AMENDMENT:**

1. Extend term to June 30, 2011
2. Amend Scope: Task 2- PSC HW Modification (per attached)
3. Increase compensation by \$71,000 from \$100,000 to \$171,000 for task 2

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

Summers Engineering,

By: \_\_\_\_\_  
Mike Reagan, Chair  
Board of Directors

By: \_\_\_\_\_  
Roger Reynolds, Vice President

April 16, 2010

**SOLANO COUNTY WATER AGENCY  
BUDGET COST ESTIMATE**

**Feasibility Study/Analysis of Potential Modifications to Putah South Canal Inlet**

Item No.	Description	Total	Grand Total
1	Summers Engineering		
	a. RFP for Team Members	\$2,800	
	b. Prepare Summary of Project	\$2,800	
	c. Preparation for and Attendance at Team Meetings (3)	\$9,680	
	d. Review Water Screening Options	\$6,000	
	e. Prepare Preliminary Feasibility Report/Cost Estimates	\$34,800	
	f. Finalize Feasibility Report	\$3,440	
Summers Engineering Subtotal		\$59,520	
20% Contingencies		\$11,480	
Summers Engineering Total		\$71,000	
2	Consultants		
	a. Flow Modeling	\$19,500	
	b. Geomorphology-Sediment Flow	\$19,500	
	c. Water Screening	\$0	
Consultants Subtotal		\$39,000	
50% Contingencies *		\$20,000	
Consultants Subtotal		\$59,000	\$59,000
Estimated Grand Total			\$130,000

\* Increased contingencies to cover computer or potential physical modeling requirements if it is determined there is a need to verify flow velocities and sediment flow concerns at proposed inlet.

April 16, 2010

**SOLANO COUNTY WATER AGENCY  
BUDGET COST ESTIMATE**

**Feasibility Study/Analysis of Potential Modifications to Putah South Canal Inlet**

Item No.	Description	Total	Grand Total
1	Summers Engineering		
	a. RFP for Team Members	\$2,800	
	b. Prepare Summary of Project	\$2,800	
	c. Preparation for and Attendance at Team Meetings (3)	\$9,680	
	d. Review Water Screening Options	\$6,000	
	e. Prepare Preliminary Feasibility Report/Cost Estimates	\$34,800	
	f. Finalize Feasibility Report	\$3,440	
Summers Engineering Subtotal		\$59,520	
20% Contingencies		\$11,480	
Summers Engineering Total		\$71,000	
2	Consultants		
	a. Flow Modeling	\$19,500	
	b. Geomorphology-Sediment Flow	\$19,500	
	c. Water Screening	\$0	
Consultants Subtotal		\$39,000	
50% Contingencies *		\$20,000	
Consultants Subtotal		\$59,000	\$59,000
Estimated Grand Total			\$130,000

\* Increased contingencies to cover computer or potential physical modeling requirements if it is determined there is a need to verify flow velocities and sediment flow concerns at proposed inlet.