

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 1

CONTRACTOR: Mike Bobbitt and Associates

EFFECTIVE DATE: July 1, 2011

PROJECT: Geographical Information System Services

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A and B as attached.
2. Extend term to June 30, 2012

SIGNATURES:

Solano County Water Agency,
a Public Agency

Mike Bobbitt and Associates

By: _____
Jack Batchelor, Chair
Board of Directors

By: _____
Mike Bobbitt

Proposal for
Solano County Water Agency
2011-2012 Budget for GIS Services

1. General maintenance of SCWA GIS layers as needed
Estimated 4 hours per month – 48 hours total @ \$150/hr = \$7,200
2. Ongoing changes, updates and adjustments to ArcReader map documents
Estimated 4 hours per month – 48 hours total @ \$150/hr = \$7,200
3. Travel time
Tasks 1 & 2: 12 x 2 hour round trips @ \$50/hour = \$1,200

Total Estimated Budget: \$15,600

Mike Bobbitt & Associates

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

Rate Sheet

(Effective January 1, 2011)

Hourly Rates

Principal	Mike Bobbitt	\$150/hour
GIS/GPS Associate	Kelly Bobbitt	\$130/hour
Travel Time		\$50/hour

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 1

CONTRACTOR: MWH Americas, Inc.

EFFECTIVE DATE: July 1, 2011

PROJECT: Permanent Water Treatment Research Facility for the NBA

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2013.

SIGNATURES:

Solano County Water Agency,
a Public Agency

MWH Americas, Inc.

By: _____
Jack Batchelor, Chair
Board of Directors

By: _____
JaNell Cook,
Vice President

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 6

CONTRACTOR: Solano Resource Conservation District

EFFECTIVE DATE: July 1, 2011

PROJECT: **Watershed and Flood Control Programs**

DESCRIPTION OF AMENDMENT:

1. Increase Compensation Limit to \$367,272 – an increase of \$30,000 over contract amount of \$337,272.

SIGNATURES:

Solano County Water Agency,
a Public Agency

Solano Resource Conservation District

By: _____
Jack Batchelor, Chair
Board of Directors

By: _____
Joseph R. Martinez, Chair

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 11

CONTRACTOR: Somach, Simmons and Dunn

EFFECTIVE DATE: July 1, 2011

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, 2012.

SIGNATURES:

Solano County Water Agency,
a Public Agency

Somach, Simmons, and Dunn

By: _____
Jack Batchelor, Chair
Board of Directors

By: _____
Stuart Somach
President

Somach Simmons & Dunn, APC

Scope of Services for Solano County Water Agency, 2011-2012

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

Attorney	Public Rate
Stuart L. Somach	390.00
Paul S. Simmons	310.00
Sandra K. Dunn	310.00
Roberta "Bobbi" L. Larson	310.00
Robert B. Hoffman	320.00
Michael E. Vergara	300.00
Andrew M. Hitchings	290.00
Matthew W. Ward	350.00
Jennifer T. Buckman	290.00
Theresa "Tess" A. Dunham	265.00
Nicholas A. Jacobs	250.00
Kanwarjit S. Dua	240.00
Daniel Kelly	250.00
Kelley M. Taber	265.00
Cassie N. Aw-yang	210.00
Joseph M. Carpenter	190.00
Adam D. Link	180.00
Elizabeth Spence (Paralegal)	175.00
Astrid Watterson (Paralegal)	155.00

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.

(10/10.PUN)

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 8

CONTRACTOR: Southwest Environmental, Inc.

EFFECTIVE DATE: July 1, 2011

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

DESCRIPTION OF AMENDMENT:

1. Increase contract amount by \$125,000 from \$376,000 to \$501,000.
2. Extend time of performance to June 30, 2012.

SIGNATURES:

Solano County Water Agency,
a Public Agency

Southwest Environmental Inc.

By: _____
Jack Batchelor, Chair
Board of Directors

By: _____
Dale Chessher
Director of Operations

Name of Project: **Solano Project R&B Planning and Implementation**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2011**, 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 **Summers Engineering, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano Project R&B Planning and Implementation**; 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 **Solano Project R&B Planning and Implementation**, 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 \$70,000** 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, up to 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, 2012** 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.

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.

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, or authorized volunteers from all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the work under this agreement, for damages to persons or property due to the Contractor's negligent or willful acts, errors or omissions committed. 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 or authorized volunteers from all claims and demands of all persons arising out 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.

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.

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

Joseph McGahan, President
Summers Engineering, Inc.
P.O. Box 1122
Hanford, CA 93232

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

Summers Engineering, Inc.

By: _____
Jack Batchelor, Chair
Board of Directors

By: _____
Roger Reynolds,
Vice President

EXHIBIT A

SCOPE OF SERVICES

Perform planning, design, and construction support services to develop and implement Solano Project R&B projects. Anticipated potential projects:

- Task 1: Mangels Rockslide Mitigation Bypass Design = \$10,000
- Task 2: PSC Headwork Improvements = \$35,000
- Task 3: General Engineering assistance with other projects as requested = \$25,000

EXHIBIT B

RATE OF COMPENSATION

SUMMERS ENGINEERING, INC.

887 North Irwin Street
P. O. Box 1122
Hanford, CA 93230

January 1, 2011

FEE SCHEDULE

Principals

Joseph C. McGahan	\$ 165.00 per hour
Roger L. Reynolds	\$ 150.00 per hour
Brian J. Skaggs	\$ 145.00 per hour
Scott L. Jacobson	\$ 135.00 per hour
Chris Linneman	\$ 125.00 per hour

All other employees 2.5 times salary costs

Expert testimony, including the preparation therefore, in legal proceedings will be at the rate of \$ 230.00 per hour.

Reimbursement for direct non-salary costs for subconsultants, special services, laboratory analysis, printing, etc., will be at invoice cost plus a surcharge of 15 percent.

Reimbursement for "out of pocket" expenses, such as travel, subsistence and supplies directly related to the work, will be at actual cost. Charges for auto mileage will be at the rate of \$.55 per mile.

Communications

The cost of telephone communications will be at 1.5% of total engineering labor charges. Postage/UPS/Federal Express will be at actual cost.

Document Reproduction

In-house reproduction will be charged at \$.15 per page for black and white, \$.25 per page for color and \$ 1.50 for large format prints.

Computers

The charge for use of computers for drafting, graphics development, technical models and spreadsheets will be \$ 20 per hour.

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 3

CONTRACTOR: W.R. Davis Collaborative

EFFECTIVE DATE: July 1, 2011

PROJECT: HCP Steering Committee Facilitation

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2012.

SIGNATURES:

Solano County Water Agency,
a Public Agency

W.R. Davis

By: _____
Jack Batchelor, Chairman
Board of Directors

By: _____
Bill Davis,
President

W.R. Davis Collaborative

Solano Habitat Conservation Plan

Steering Committee Facilitation

2011-2012 Scope of Work

Bill Davis of WR Davis Collaborative is a qualified facilitator of organizations and for public participation. He has multiple certifications from the leading international facilitation organizations. WR Davis Collaborative is a sole proprietorship, Employer Identification Number 26-0353306.

Being qualified for such work, WR Davis Collaborative will provide two to three hours of facilitation of the monthly Habitat Conservation Plan Steering Committee typically meeting the third Thursday of the month at the Solano County Water Agency office.

Hourly rates of \$150 per hour will be billed to the Solano Water Agency as meetings occur.

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 4

CONTRACTOR: Western Hydrologic Systems

EFFECTIVE DATE: July 1, 2011

PROJECT: Maintenance of stream gages and flow measurement devices

DESCRIPTION OF AMENDMENT:

1. Extend term to June 30, 2012

SIGNATURES:

Solano County Water Agency,
a Public Agency

Western Hydrologic Systems,

By: _____
Jack Batchelor, Chairman
Solano County Water Agency

By: _____
Bill Slightam, Owner

Name of Project: **Solano Project/LPCCC Biomonitoring for Effects of New Zealand Mud Snails**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

(Professional Services/Professional Liability/General Liability & Auto/with Additional Insured)

THIS AGREEMENT, **effective July 1, 2011**, 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 **Wildlife Survey & Photo Service**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano Project/LPCCC Biomonitoring for Effects of New Zealand Mud Snails**; 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 **Solano Project/LPCCC Biomonitoring for Effects of New Zealand Mud Snails**, 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 \$151,502** 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, 2012** 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. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. 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
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Ken. W. Davis
Wildlife Survey & Photo Service
2443 Fair Oaks Blvd. #209
Sacramento, CA 95825

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: _____
Jack Batchelor, Chair
Board of Directors

By: _____
Ken. W. Davis

EXHIBIT A

SCOPE OF SERVICES

Master Budget FY:2011-12 - Solano Project - Ken Davis -										
DRAFT ONE - May 2, 2011										
Task No	Task Description	Scope of Work	Total Hours	Labor Btc @ \$85 /hr.	DC Item	DC Cost	Miles	Miles @0.48	Total DC	Total Labor & DC
LAKE BERRYESSA - MUSSEL SURVEYS										
Pro bono Actions										
1.0										
1.1										
1.11	Off-site Zebra Mussel Education	Monthly education efforts with angling groups, recreational concerns, and civic groups in Northern and Central California. Address keeping invasive species out of Solano System. Paid by angling groups.	55	4675.00			2500	1200	1200	5875
1.12	Develop Mussel Education and Monitoring Plan as recommended by DFG.	Complete Plan as recommended by DFG to prevent mussels from getting into Solano System. Education program, monitoring program, reporting, etc.	25	2125.00			500	240	240	2365
1.13	Partnership with USBR: Pro bono collection and process samples from Northern Section of Lake Berryessa.	Work with USBR (boat) to accomplish plankton tows in Northern Section of Lake Berryessa. Work with Pensus Corporation to develop survey plan for new marinas and request participation in informal partnership with SCWA and USBR.	120	10200.00			2500	1200	1200	11400
1.14	Continued development of Mussel Veliger Library	Development of veliger and plankton image library is supported by the USBR Laboratory and California Dept. Water Resources. USBR lab has provided voucher specimens. Process approved by DFG in Scientific Collection Permit (MOU). Development prevents false negative determinations that have plagued several other states. Most recently Montana dispatched divers, closed sections of a reservoir, and instituted other controls due to a misidentification of a common member of the plankton community.	80	6800.00			1900	912	912	7712
				Totals for Pro bono Mussel Work			7400	3552	3552	27,352.00
1.2 Capill Cove (Veliger tows / plates)										
Total Prior Charges										
CURRENT Charges										
Total Charges to Date										
Contract Balance										
1.3 Markley Cove (veliger tows / plates)										
Total Prior Charges										
CURRENT Charges										
Total Charges to Date										
Contract Balance										

Draft One - May 2, 2010 - with Basic Scope of Work

	90	7650	Plates	500	900	432	932	8582
1.4 Pleasure Cove (Veligier Tows / Plates)								
Total Prior Charges		0				0	0	0
CURRENT Charges		0		0	0	0	0	0
Total Charges to Date		0		0	0	0	0	0
Contract Balance	90	7650		500	900	432	932	8582
Totals for Dreissenid Monitoring	270	22950		1400	2700	1296	2696	25646
Total Prior Charges	0	0		0	0	0	0	0
CURRENT Charges	0	0		0	0	0	0	0
Total Charges to Date	0	0		0	0	0	0	0
Contract Balance	270	22950		1400	2700	1296	2696	25646
2.0 INTERDAM SURVEYS								
2.1 Monticello Dam - Zebra Mussel Survey								
Total Prior Charges	60	5100	Plates	200	2000	960	1160	6260
CURRENT Charges	0	0		0	0	0	0	0
Total Charges to Date	60	5100		200	2000	960	1160	6260
Contract Balance								
2.2 Interdam Section								
Total Prior Charges	30	2550		500	240	240	240	2790
CURRENT Charges	0	0		0	0	0	0	0
Total Charges to Date	30	2550		500	240	240	240	2790
Contract Balance								
2.3 Lake Solano Docks								
Total Prior Charges	50	4250		0	1200	576	576	4826
CURRENT Charges	0	0		0	0	0	0	0
Total Charges to Date	50	4250		0	1200	576	576	4826
Contract Balance								
2.4 Diversion Dam Area								
Total Prior Charges	75	6375		1200	576	576	576	6951
CURRENT Charges	0	0		0	0	0	0	0
Total Charges to Date	75	6375		1200	576	576	576	6951
Contract Balance								
Totals for Interdam Reach	215	18275		200	4900	2352	2552	20827
Total Prior Charges	0	0		0	0	0	0	0
CURRENT Charges	0	0		0	0	0	0	0
Total Charges to Date	0	0		0	0	0	0	0
Contract Balance	215	18275		200	4900	2352	2552	20827

		PUTAH SOUTH CANAL									
		225	19125	500	2000	960	1460	20585			
		Nets									
3.0											
3.1	Miles 1 - 5										
	Total Prior Charges		0								
	CURRENT Charges	0	0	0	0	0	0	0	0	0	0
	Total Charges to Date	0	0	0	0	0	0	0	0	0	0
	Contract Balance	225	19125	500	2000	960	1460	20585			
3.2	Miles 6 - 15										
	Total Prior Charges	210	17850	300	1900	912	1212	19062			
	CURRENT Charges	0	0	0	0	0	0	0			
	Total Charges to Date	0	0	0	0	0	0	0			
	Contract Balance	210	17850	300	1900	912	1212	19062			
3.3	Miles 16 - 30										
	Total Prior Charges	210	17850	0	2000	960	960	18810			
	CURRENT Charges	0	0	0	0	0	0	0			
	Total Charges to Date	0	0	0	0	0	0	0			
	Contract Balance	210	17850	0	2000	960	960	18810			
3.4	Terminal Reservoir										
	Total Prior Charges	50	4250	0	2600	1248	1248	5498			
	CURRENT Charges	0	0	0	0	0	0	0			
	Total Charges to Date	0	0	0	0	0	0	0			
	Contract Balance	50	4250	0	2600	1248	1248	5498			
3.5	Conveyance Creeks (3)										
	Total Prior Charges	30	2550	0	2000	960	960	3510			
	CURRENT Charges	0	0	0	0	0	0	0			
	Total Charges to Date	0	0	0	0	0	0	0			
	Contract Balance	30	2550	0	2000	960	960	3510			
	Totals for PSC NZMS Monitoring	725	61625	800	10500	5040	5640	67465			
	Total Prior Charges	0	0	0	0	0	0	0			
	CURRENT Charges	0	0	0	0	0	0	0			
	Total Charges to Date	0	0	0	0	0	0	0			
	Contract Balance	725	61625	800	10500	5040	5640	67465			
4.0											
	SOLANO HABITAT CONSERVATION PROJECT										
4.1	Complete HCP Project / Poster	54	4590	170	500	240	410	5000			
	Total Prior Charges	0	0					0			
	CURRENT Charges	0	0	ink	0	0	0	0			
	Total Charges to Date	0	0	0	0	0	0	0			
	Contract Balance	54	4590	170	500	240	410	5000			

LOWER PUTAH CREEK									
Pro Bono Actions - Lower Putah Creek									
5.0									
5.1				50	4250				
5.12	Invertebrate Monitoring. (Recruitment from Berryessa Tributaries)	Monitor several intermittent waterways for historic invertebrate communities. Includes Capell, Pope, and Trout creeks. Important for overall restoration of Putah Creek.	Dedicated Nets	500.5	1200	576	1076.5	5326.5	
5.13	Invertebrate Monitoring - Miller Creek	Existing information leads me to believe that Miller Creek is the main source for invertebrate recruitment for Lower Putah Creek. Work with land owners for continued access to Miller Creek	Taxonomy	1500	1200	576	2076	4626	
5.14	Invertebrate Monitoring - Thompson, Dry, and Cold Creeks	1. Secondary recruitment - Do not appear to be major source of aquatic invertebrates. 2. Possible spawning habitat for trout. 3. Importance due to contribution to sediment load. Work with land owners			4250	576	576	4826	
5.15	Work with Ancillary Putah Creek Groups	Pro bono work with Putah Creek Council, Solano Land Trust (Lake Solano), Lake Solano Nature Center, UCJ students, Putah Creek Trout, etc.			5000	576	576	5576	
5.16	Off-site Education to prevent introduction of Invasive Species (Some paid by angling groups)	Working with Sierra watershed groups to prevent translocation of Didymosphenia to other watersheds. Includes video work, website, and Blog.			5000	720	720	5720	
TOTALS For Lower Putah Creek - Pro Bono									
5.0				215	21050	3024	5024.5	26074.50	
LOWER PUTAH CREEK									
5.2	Pickrel			20	1700	432	932	2632	
	Total Prior Charges					0	0	0	
	CURRENT Charges	NZMS and invertebrate monitoring for impact of NZMS, water quality purposes, and restoration baseline data. Monitor for Didymosphenia (Didymo). Monitor cementation. Begin study of "artificial scour" and its impact on the aquatic invertebrate community.		0	0	0	0	0	
	Total Charges to Date			0	0	0	0	0	
	Contract Balance			20	1700	432	932	2632	
5.3	Morales			80	6800	432	432	7232	
	Total Prior Charges					0	0	0	
	CURRENT Charges	Continue NZMS and invertebrate monitoring for impact of NZMS, water quality purposes, and restoration baseline data. Site significant due to proximity to Pleasant Creek.		0	0	0	0	0	
	Total Charges to Date			0	0	0	0	0	
	Contract Balance			80	6800	432	432	7232	
5.4	Design Channel			80	6800	432	432	7232	
	Total Prior Charges					0	0	0	
	CURRENT Charges	Continue NZMS and invertebrate monitoring for impact of NZMS, water quality purposes, and restoration baseline data. Site important due to proximity to River Parkway Project. Use site for "artificial scour" impact on aquatic invertebrates.		0	0	0	0	0	
	Total Charges to Date			0	0	0	0	0	
	Contract Balance			80	6800	432	432	7232	

EXHIBIT B

RATE OF COMPENSATION

Wildlife Survey & Photo Service

Hourly Rates

Ken W. Davis - \$85/hour all inclusive

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 6

CONTRACTOR: Winzler & Kelly Consulting Engineers.

EFFECTIVE DATE: July 1, 2011

PROJECT: Solano County CII Water Conservation Program

DESCRIPTION OF AMENDMENT:

1. Increase contract amount by \$100,000 from \$368,000 to \$468,000.
2. Extend time of performance to June 30, 2012.
3. Amend Exhibit A and B as attached.

SIGNATURES:

Solano County Water Agency,
a Public Agency

Winzler & Kelly Consulting
Engineers

By: _____
Jack Batchelor, Chair
Board of Directors

By: _____
Theodore B. Whiton, P.E.
Managing Principal

EXHIBIT A

SCOPE OF SERVICES

- A. Winzler & Kelly team to meet with SCWA and city staff to present contractor data needs and discuss detailed scope elements including the budgeted level of effort to be allocated to each of the following tasks: collaboration with the Urban Water Conservation Committee, a task schedule, development of potential program elements and program goals.
- B. Continue to implement and market a water savings incentive program with a focus, when possible, on CII water users with potential for significant water savings. Continue to implement a CII survey program for accounts with mixed use meters and a large landscape program for accounts with dedicated irrigation meters.
- C. In the cases that the SCWA's water retailers provide information regarding dedicated irrigation meter accounts known to be consistently 20% over assigned water budgets, develop a strategy to target those water customers for the large landscape survey and water savings incentive programs.
- D. Develop data management system and reporting forms for IRWMP grant reporting.

EXHIBIT B



FEE SCHEDULE - ALL REGIONS

(Effective February 2011)

Hourly Rates (*)

Principal (Toni Bertolero, Mary Grace Pawson)	\$	165-265
Senior Project Engineer		130-260
Project Engineer		100-170
Staff Engineer		60-145
Senior Project Scientist		125-190
Project Scientist (Cristina)		90-135
Staff Scientist		65-105
Senior Planner		110-190
Staff Planner (Chelsea Phlegar)		80-120
3-Person Survey Crew		255-390
2-Person Survey Crew		170-270
1-Person Survey Crew		85-175
Construction Manager		100-185
Construction Inspector		85-145
Professional Land Surveyor		145-185
Staff Surveyor/LSIT		95-115
Technician		60-145
Designer		80-150
CADD		45-135
Project Administrator (Laura)		65-150
Word Processor & Clerical Support (Susi)		40-110

Employee time will be billed in accordance with the fees listed above. These rates are subject to change on a semi-annual basis. For other than professional employees, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Work on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Our rates are:

A. Office consumables	\$6.00/hr
B. Environmental Dept/Construction Inspector consumables	\$11.00/hr
C. Survey Field consumables	\$14.50/hr
D. Various Environmental, Construction and Land Surveying Equipment	At market

Payment for work and expenses is due and payable upon receipt of our invoice. Amounts unpaid thirty (30) days after the issue date of our invoice shall be assessed a service charge of one and one half (1.5) percent per month.

These rates do not apply to forensic-related services, or to work for which Prevailing Wage obligations exist. It is the responsibility of the client to notify Winzler & Kelly in writing if Prevailing Wage obligations are applicable, in which case the fees will be adjusted proportionate to the increase in labor cost.

(*)