

Name of Project: **Nuisance Vegetation Management**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PESTICIDE APPLICATION SERVICES

THIS AGREEMENT, **effective July 1, 2015** 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 **Agrichem Services, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Nuisance Vegetation Management**; 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 **Nuisance Vegetation Management**, 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 \$31,744** 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 or units 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, 2016** 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: Cal/EPA; U.S./EPA; and the U.S. Department of Transportation including the Omnibus Employee Testing Act..

7. INDEMNIFY AND HOLD HARMLESS

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 of the work or the 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 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 subcontractors 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 work, certificates of insurance and policy endorsements 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. Such insurance shall be primary and 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 (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

The general liability policy is to contain Pesticide or Herbicide Applicator Coverage using ISO endorsement CG2264, or insurer's equivalent. The automobile liability policy is to contain Pollution Liability – Broadened Coverage for Covered Autos using ISO endorsement CA9948, or insurer's equivalent. In the event that the automobile liability policy contains an exclusion for Wrong Delivery of Products, ISO endorsement CA2305, or insurer's equivalent, the general liability policy shall be endorsed to provide this coverage.

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. 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.

11. 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.

12. 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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste 203
Vacaville, CA 95688

CONTRACTOR

Paul Washburn, Owner
Agrichem Services, Inc.
36053 County Road 31
Davis, CA 95616

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

Agrichem Services, Inc.

By: _____
Thomas L. Pate
Interim General Manager

By: _____
Paul Washburn, Owner

EXHIBIT A

SCOPE OF SERVICES

Task #1:

Ulatis Flood Control Projects (Zone 1) – Provide consultation, application, and reporting, as directed, to the Agency and Solano County Resource Management Department on herbicide application. Estimate for 2015-16 is 390 acres @ \$68.00/ac or \$26,520. An additional \$4,000 is allocated for additional treatments upon request.

Task #2:

Green Valley Flood Control Projects (Zone 2) – Provide consultation, application, and reporting, as directed, to the Agency and Solano County Resource Management Department on herbicide application. Estimate for 2015-16 is 18 acres @ \$68.00/ac or \$1,224.

EXHIBIT B

RATE OF COMPENSATION

Ulatis and Green Valley Flood Control Projects herbicide consultation- \$68.00/acre

Name of Project: **Aquatic Pesticide Compliance**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2015**, 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 **Blankinship and Associates**, hereinafter referred to as "Contractor."

The Agency requires services for **Aquatic Pesticide Compliance**; 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 **Aquatic Pesticide Compliance**, 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 \$47,000** 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, 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, 2016 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.

(Note: this paragraph is optional) 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 or 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 *(Note: include only if permits are required)*

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 *(Note: This section is optional)*

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 *(Note: This section is optional)*

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 *(Note: This section is optional)*

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 *(Note: This section is optional)*

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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Mike Blankinship, President
Blankinship and Associates, Inc.
1590 Drew Ave., Suite 120
Davis, CA 95618

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: _____

Thomas L. Pate,
Interim General Manager

By: _____

Mike Blankinship,
President

EXHIBIT A

SCOPE OF SERVICES

Chris Lee
Solano County Water Agency
PO Box 349
Elmira, CA 95625

Via Email: clee@scwa2.com

April 2, 2015

RE: Compliance with the Statewide General National Pollutant Discharge Elimination System (NPDES) Permit for Residual Aquatic Pesticide Discharges to Waters of the United States from Algae and Aquatic Weed Control Applications

Dear Chris,

Attached please find our proposal for the above-referenced scope of work. Our scope reflects the anticipated work required to comply with the aquatic pesticide general permit adopted by the State Water Resources Control Board (SWRCB) (Order No. 2013-0002-DWQ).

Note that you can use this permit for the application of all aquatic herbicides currently registered for use in California. Note however, that the application of copper and acrolein may require a State Implementation Policy (SIP) Section 5.3 exception. At this time, only the Maine Prairie Water District has a SIP exception.

We understand that, to the extent possible, Solano County Water Agency, Dixon Resource Conservation District, Reclamation District 2068, and Maine Prairie Water District wish to continue to act together to achieve compliance with the aforementioned permit. These entities will be permitted separately to achieve this objective.

After you review the attached scope of work, please call me or Stephen Burkholder to discuss any questions you may have. We look forward to assisting you with pesticide and water quality-related permit compliance.

Sincerely,

BLANKINSHIP & ASSOCIATES, INC.



Michael S. Blankinship, P.E.
Project Manager

Attachment: Scope of Work and Terms of Agreement

Scope of Work

Solano County Water Agency Group

Compliance with the STATEWIDE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR RESIDUAL AQUATIC PESTICIDE DISCHARGES TO WATERS OF THE UNITED STATES FROM ALGAE AND AQUATIC WEED CONTROL APPLICATIONS

WATER QUALITY ORDER NO. 2013-0002-DWQ GENERAL PERMIT NO. CAG990005

Solano County Water Agency (SCWA), Dixon Resource Conservation District (Dixon RCD), Reclamation District 2068 (RD 2068), and Maine Prairie Water District (MPWD) [herein referred to as “Agency” or “Agencies”] apply aquatic herbicides within their jurisdictions under the State Water Resources Control Board (SWRCB) Statewide General National Pollutant Discharge Elimination System (NPDES) Permit # 2013-0002-DWQ (“permit”).

According to permit requirements, the Agencies individually completed a Notice of Intent (NOI) and prepared and submitted an Aquatic Pesticide Application Plan (APAP), and have received a Notice of Applicability (NOA).

All Agencies can use the permit for the application of all aquatic herbicides currently registered for use in California, including copper and acrolein. If however, copper or acrolein will exceed their respective California Toxics Rule (CTR) maximum values, this permit may not provide coverage. Under typical application scenarios and following product label instructions, it is highly likely that CTR maximum values for these aquatic herbicides will be exceeded. Therefore, we do not recommend any Agency use acrolein or copper-containing aquatic herbicides without a SIP Exception.

MPWD completed a California Environmental Quality Act (CEQA) process, obtained a State Implementation Plan (SIP) exception for California Toxics Rule (CTR) exceedance, and is listed on Appendix G of the permit. Accordingly, MPWD has permit coverage for short-term or seasonal exceedances of the CTR maximum values for copper and acrolein.

SCWA is currently undergoing the CEQA process to obtain a SIP Exception.

To achieve compliance with the permit and allow for applications to be made during the 2015 weed season, Blankinship and Associates, Inc. proposes to complete the following tasks:

Task 1: Biologist Assessment

Consistent with requirements of the SIP exception obtained by MPWD for the use of copper and/or acrolein, we will perform pre- and post-application assessments of the beneficial uses of receiving waters. Specifically, based upon our field observations, the assessment will describe the extent to which the receiving water beneficial uses have been restored after application of aquatic pesticides have been completed for the season. The results of our assessment will be presented in MPWD’s annual report.

Task 2: Sample Collection and Analysis

Based on the Agencies' APAPs and NOIs and historic application data, we will collect and submit for analysis surface water samples according to permit requirements. During or shortly after sample collection, we will perform necessary field chemistry analysis (pH, electrical conductivity (EC), dissolved oxygen (DO) and turbidity) and submit properly preserved and labeled samples under chain of custody procedures to a qualified analytical laboratory for chemical analysis.

We will review and quality assure the data and prepare a brief summary of results for inclusion in the annual report to the SWRCB and the Regional Water Quality Control Board (RWQCB).

Note that the new permit requires one (1) sample per environmental setting (i.e., static and flowing water) per year for glyphosate. In contrast, the permit requires that six (6) applications of all other herbicides (except sodium carbonate peroxyhydrate) are sampled if six (6) or more applications are made in a year; if less than six (6) applications are made, all applications must be sampled. The application of sodium carbonate peroxyhydrate only requires sampling for the field parameters; not for the active ingredient.

Further note that if event and post event samples from six (6) treatments in one (1) year or spread over multiple years report the concentration of an aquatic herbicide below its water quality objective, subsequent sampling is reduced to once per year per environmental setting for that herbicide.

RD 2068 has fulfilled the requirement of sampling six (6) applications of endothall with no compliance samples showing detections of endothall above applicable receiving water limitations. Therefore, only one (1) endothall application needs to be sampled in 2015 at RD2068.

For purposes of cost estimation, we assume that the Agencies will make glyphosate, endothall, and copper applications in 2015. We assume that we will sample the following: Dixon RCD: one (1) glyphosate application; RD 2068: one (1) glyphosate and one (1) endothall application; SCWA: two (2) glyphosate and one (1) copper or endothall application.

MPWD has a SIP Section 5.3 exception for the use of acrolein or copper. We understand that MPWD is planning on using copper, and not acrolein, as needed to control submersed aquatic vegetation. Accordingly, we assume that MPWD will make two (2) copper applications that require sampling. Additionally, we assume up to one (1) treatment with endothall requiring sampling at MPWD.

Task 3: Field and Analytical Laboratory Data Compilation, Review, and Reporting (if necessary)

As described in the Agencies' APAP's, several time-specific reporting requirements exist in the event of non-compliance with the permit. We will perform a timely review of applicable data and documentation and inform you of a potential or an actual non-compliant circumstance, if any. If a potential or actual non-compliant circumstance arises, we will contact you as soon as possible to discuss options and reporting, if necessary.

Task 4: Herbicide Application Information Collection, Review, and Annual Report Preparation

Based on the activity from the above tasks, we will compile laboratory and field analytical laboratory, observation and herbicide application data and prepare the required tables and text for the Agencies' draft annual reports.

After the Agencies' review of the draft report and our incorporation of edits, we will submit a final annual report to the SWRCB and RWQCB on your behalf.

Assumptions and Limitations

This proposal has been prepared by Blankinship & Associates for SCWA's use. Unauthorized editing, duplication, or transmission of this document is strictly prohibited unless express consent is obtained from us. The above scope of work assumes the following:

- 1.) This proposal is based on the requirements of the aquatic pesticide NPDES permit adopted by the State Board on March 5, 2013.
- 2.) Clean Lakes Inc. will conduct necessary sampling and analysis for PAK27® made to Campbell Lake; all data and sampling forms will be sent electronically to Blankinship & Associates.
- 3.) The Agencies' are responsible for prompt and accurate completion and transmittal of the Aquatic Herbicide Application Log (AHAL) or equivalent form every time an aquatic herbicide application is made. Completed AHAL forms must be transmitted to us no later than the 5th of the month following aquatic herbicide application(s). If completed AHAL forms are not received by the 15th of the month, we will assume that no applications were made during the previous month.
- 4.) If AHAL or equivalent documentation is not sent as indicated above, we cannot evaluate your permit compliance status and advise you regarding the need for corrective action and/or reporting, if any.
- 5.) If additional sampling other than that described above is required, a cost estimate will be prepared and authorization obtained prior to performing work.
- 6.) The Agencies' are responsible for paying their annual NPDES permit fees, estimated at \$2,000/year, to the SWRCB. This fee is not included in this scope of work.
- 7.) SCWA is responsible for payment on behalf of all four (4) Agencies.
- 8.) Our scope is of a technical nature and we do not offer legal advice.
- 9.) This proposal is good for 30 days.

Schedule

We will commence immediately upon receiving written authorization to proceed (See Authorization Summary below) and receipt of a project retainer in the amount of \$2,000.

Cost Estimate

Task 1 through Task 4 can be provided on a Not-to-Exceed basis estimated at \$47,000. Refer to the Table below.

Agreement

The document entitled "Solano County Water Agency Group Scope of Work" and the attached "Terms of Agreement" together shall collectively constitute the entire Agreement between Blankinship & Associates, Inc. and the Client.

Authorization Summary

Client: Solano County Water Agency Group
Scope: NPDES Aquatic Weed Permit Compliance
Proposal Date: April 2, 2015
Estimated Cost: \$47,000
Retainer Amount: \$2,000

If this Scope of Work and Terms of Agreement are acceptable, please sign and date below, initial as indicated on both pages of the Terms of Agreement, and return the entire agreement to us. We will return a fully executed copy to you for your records.

Client
Printed Name/Title

Client
Signed Name

Date

Michael Blankinship/President
Consultant
Printed Name/Title

Consultant
Signed Name

Date

Agreed & Accepted: Client Initials: _____ **/ Consultant Initials** _____

Terms of Agreement

These terms and conditions described herein represent the entire Agreement between Blankinship and Associates, Inc., a California Corporation ("Consultant") and Client (collectively referred to as "Parties"). Any negotiations, proposals or oral agreements are integrated herein and are superseded by this Agreement. This Agreement may not be modified, assigned or altered, except in writing and signed by authorized representatives of both Parties. If any portion of this Agreement is found to be void, such portion shall be stricken and the balance of the Agreement will remain.

Scope and Standards of Work. Consultant shall perform the services outlined in the proposal referencing this Agreement. All work performed by Consultant is subject to this Agreement. If Consultant provides Client with a written change in scope of services, these services shall be done subject to this Agreement unless Client objects in writing within 5 working days after receipt. Consultant shall perform services consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No warranty, express or implied, is included or intended by this Agreement.

Levels of Service. Consultant offers different levels of services to suit the needs of different clients. For additional fees, a more extensive level of services will provide more detailed information. Client must determine the level of service adequate for its purposes. Client warrants that it has reviewed the referenced proposal and has determined that it does not need or want a greater level of service than that being provided.

Payments. All work performed under this Agreement shall be on a time and materials basis unless otherwise stated. The estimate of fees and the fee rate in the proposal indicates that Consultant will not incur fees and expenses in excess of the estimate without first obtaining Client's authorization. All invoices are due within 10 days of date on invoice. If Client fails to make full payment to Consultant, the amounts due Consultant will incur a late payment charge at the annual rate of 10% starting on the 10th day from the date of the invoice.

Limitation of Liability. The total cumulative liability of Consultant, its shareholders, directors, officers, employees, and agents, to Client arising from services performed or to be performed by Consultant whether in contract, indemnity, contribution, tort, or otherwise, and including attorneys' fees due under this Agreement, shall not exceed the total compensation received by Consultant under this agreement. Consultant has no liability to Client for:

1. Any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of Client's property or facility, shutdowns or service interruptions, loss of use, profits or revenue, inventory or use charges or cost of capital or claims of Client's customers,
2. Any losses, damages or claims arising from damage to subterranean structures or utilities which are not correctly shown on plans furnished by Client to Consultant during the performance of services or which are not called to Consultant's attention by Client, or
3. For any failure or delay in performing due to circumstances beyond Consultant's control, including, but not limited to release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God", adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

Client's Responsibilities. Unless otherwise agreed to, Client will:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement. The client will designate a representative who will have authority to receive information pertaining to this Agreement and who will assist as necessary in matters pertaining to the project and this Agreement,
2. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the services. Client recognizes that the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). Consultant will operate with reasonable care to minimize damage to the Project Site(s). The cost of repairing such damage will be borne by Client, and is not included in the fee unless otherwise stated,
3. Correctly designate on plans to be furnished to Consultant, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s) and shall be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy,
4. Supply to Consultant all information and documents in its possession or knowledge which are relevant to the services to be provided by Consultant. Prior to the commencement of any services by Consultant, Client shall notify Consultant of any known potential or possible health or safety hazards existing on or near the Project Site, and
5. Provide all required notifications to Governmental Agencies or the public, related to the use, existence, discharge, release, disposal, or transportation of hazardous materials or waste, fertilizers, or pesticides.

Changed Conditions. If, during the course of performance of this Agreement, conditions are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions, and the Parties shall renegotiate in good faith a revised scope of work, and Agreement. If an amended scope or Agreement cannot be agreed upon within 30 days after notice, Consultant may terminate this agreement and Consultant will be compensated as described in "Payment on Termination".

Consultant Indemnification. Subject to the limitation of liability and California Civil Code §2782.8, Consultant agrees to indemnify and hold harmless Client, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including attorneys' fees or other loss ("Loss") to the extent caused by Consultant's negligent performance of its services under this Agreement.

Client Indemnification. Client shall indemnify and hold harmless Consultant, its agents, subcontractors, directors, officers and employees, from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including attorneys' fees or other loss arising from:

1. Damage to subterranean structures or utilities which are not correctly shown on plans furnished by Client to Consultant,
2. Liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of Consultant's services under this Agreement, unless caused by the sole negligence or willful misconduct of Consultant, or

Agreed: Client Initials: _____ / Consultant Initials: _____

3. Reliance upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without Consultant's written consent.

Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement shall survive the expiration or termination of this Agreement.

Consultant's Insurance. Consultant shall obtain and maintain: Statutory Workers' Compensation/Employers Liability coverage, Commercial General Liability coverage in policy amounts of not less than \$500,000, Automobile Liability coverage in policy amounts of not less than \$500,000, and Professional ("Errors and Omissions") Liability insurance coverage in policy amounts of not less than \$1,000,000.

Document Control. Drawings, specifications, and any other instruments of service to be provided by Consultant shall remain the property of Consultant and shall not be used by the Client on any other project or for completion of this project by others without Consultant's written authorization. Client shall not assign or otherwise transfer its rights to use the documents to any other party without Consultant's written consent. Upon termination of this agreement for any reason except Consultant's convenience or default, Client's rights to use the documents shall expire and Client shall refrain from making any further use of or reproductions of the documents and shall return to Consultant within seven days of termination all originals and copies in Client's possession or control.

Samples, and Monitoring Devices. If Consultant provides laboratory services, Consultant will hold samples obtained from the project site until the sample quality expires or, for 30 days after issuance of any project documents that include the data obtained from these samples, whichever is first. Client is responsible for the proper disposition of samples unless other arrangements are made. If directed by Consultant, Client shall take custody of all monitoring devices (lysimeters, wells, probes, or other devices installed during work by Consultant) and shall take any and all necessary steps for the proper maintenance, repair or closure of such at Client's expense.

Relationship of the Parties. Consultant shall perform services under this Agreement as an independent contractor, and its employees shall at all times be under its sole discretion and control. Consultant shall select the means, manner and method of completing services without detail, control, or direction from Client.

Use of Reports. All reports and information ("Documents") developed by Consultant are for the sole use of Client and are not intended to benefit any other person or entity. No other party other than Client may rely, and Client shall make no representations to any party that such party may rely, on Documents without Consultant's express written authorization. Neither Party shall disclose, disseminate or otherwise provide such reports or information except as required by government agencies.

Production of Information as Required by Law. Consultant may provide any information requested by subpoena, search warrant, or other legal process. Prior to delivery of information, Consultant will promptly notify Client.

Suspension and Delays. Client may, at any time, by 10 days written notice, suspend performance of all or any part of the services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's work for more than 60 days and be paid as described under Termination. In the event Consultant services is suspended by Client or interrupted due to delays other than delays caused by Consultant, the time for completion of the performance of the services shall be appropriately adjusted and Consultant shall be equitably compensated for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or at the option of Client, for such similar charges that are incurred by Consultant for demobilization and subsequent remobilization.

Termination for Convenience. Either Party may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other Party.

Termination for Cause. In the event of material breach of this Agreement, the Party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other Party, which termination notice shall state the basis for the termination. The Agreement shall not be terminated for cause if the breaching Party cures the breach within the 10 day period.

Payment on Termination. In the event of termination, other than caused by a material breach of this Agreement by Consultant, Client shall pay Consultant for the services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with the termination of the project, including but not limited to termination of subcontractor contracts and the costs of completing analysis and reports necessary to document project status at the time of termination.

Dispute Resolution. Any dispute or claim relating to or arising out of or under this agreement shall be decided by binding arbitration in accordance with the Commercial Rules and under the Administration of the American Arbitration Association. Such arbitration shall be conducted in Sacramento County, California. The Award or other determination of the arbitrator(s) shall be final and judgment thereon may be entered in any court of appropriate jurisdiction. Notwithstanding the foregoing, either party may bring a claim for injunctive relief in a court of appropriate jurisdiction.

Third Party Beneficiaries. Nothing in this agreement shall create any rights or any contractual relationship with or a cause of action in favor of a third party against either Client or Consultant.

Force Majeure. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events or conditions (other than financial inability) beyond the other party's reasonable control.

EXHIBIT B

RATE OF COMPENSATION

Member	Sampling Events	Amount
SCWA	3	\$15,300
Dixon RCD	1	\$7,300
MPWD	3	\$13,400
RD 2068	2	\$11,000
		\$47,000

If costs in addition to this are anticipated, we will notify you and will not proceed without prior authorization.

Expenses

Expenses such as travel (tolls, per diem, etc.) and outside services (analytical laboratory, etc.) are charged at cost plus 15%. Mileage charges are at Internal Revenue Service (IRS) rates. Costs for field equipment and vehicle use will be charged according to our current fee schedule.

Invoice Terms

All invoices are due upon receipt. If full payment is not received within 10 days, the amounts due Blankinship & Associates will incur a late payment charge at the rate of 10% APR starting 10 days from the date on the invoice.

The project fee will be divided by the 6 month weed abatement season and you will be invoiced this amount every month for six months starting April 1st. Refer to the table below:

Member	Monthly Invoice
SCWA	\$2,550.00
Dixon RCD	\$1,216.67
MPWD	\$2,233.33
RD 2068	\$1,833.33
Total	\$7,833.33

This saves us administrative time and as a result your total project fee will be **discounted by \$200**.

Terms of Agreement

Refer to the attached Terms of Agreement (2 pages)

Name of Project: **NBA Biofilm Screening Tests**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective June 11, 2015** 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 **Bryo Technologies LLC**, hereinafter referred to as "Contractor."

The Agency requires services for **NBA Biofilm Screening Tests**; 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 **NBA Biofilm Screening Tests**, 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: Lump sum payment upon completion of each task specified in Exhibit A, **not to exceed \$67,320** 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, 2016** 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, 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.

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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Dr. Timothy S. Wood, Senior Scientist
Bryo Technologies LLC
P.O. Box 340805
Beavercreek, OH 45434

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

Bryo Technologies LLC

By: _____
Thomas L. Pate,
Interim General Manager

By: _____
Dr. Timothy S. Wood,
Senior Scientist

EXHIBIT A
SCOPE OF SERVICES



PO Box 340805
Beavercreek, OH 45434
Tel. 937-671-1670

Date: 20 May 2015

To: Alex Rabidoux, Water Resources Engineer
Solano County Water Agency

From: Tim Wood, Senior Scientist
Bryo Technologies, LLC

Subject: Proposed Testing Program, North Bay Aqueduct Biofouling

This is a revised follow-up to Bryo Technologies' March 26, 2015 memo outlining our understanding of the proposed testing program for hydroids. The purpose of those tests was to screen various chemicals for their toxic effects on *Cordylophora caspia* so that the least promising candidates can be definitely eliminated. Since that memo we have had the opportunity to consider in greater depth the information you require in order to narrow down the options for a comprehensive biofouling control strategy.

Here we suggest modifications that would vastly increase the amount and reliability of information you receive. This would enable Solano County to move forward with the confidence that the most effective chemical controls and application protocols have been thoroughly considered and tested.

This program of laboratory trials is an appropriate and cost effective step to resolving the biofouling issue. All tests except ozone will be conducted under static conditions where water is not flowing. Except as noted below, the most significant results from all tests will be reconfirmed using water taken directly from Barker Slough as well as Campbell Lake, to represent high and low levels of organics in the North Bay Aqueduct (NBA). Other test protocols, such as acclimation, feeding, etc., will follow the best scientific standards.

TESTS AS ORIGINALLY PROPOSED

Originally it had been proposed that we test four chemicals, including:

- Chlorine dioxide. Exposures of 4 and 8 hours in concentrations of 0.5 mg/l, 1.0 mg/l, and 2.0 mg/l using raw water taken from the North Bay Aqueduct. Residual chlorine would be measured colorimetrically using the standard DPD method (rather than spectroscopy, as previously suggested – less expensive and perfectly adequate).

- Copper sulfate. Exposures of 4 and 8 hours in concentrations of 0.5 mg/l using water at three different concentrations of dissolved organic carbon in water to be provided. Copper concentrations would be determined volumetrically as in previous tests.
- JC 9450 Oxygenate Disinfectant (Jenfitch Corporation). Exposures of 4 and 8 hours at 3 concentrations to be determined. Concentrations would be expressed both quantitatively and in ORP units.
- Un-ionized ammonia. Exposures of 4 and 8 hours in concentrations to be determined. Initial and final concentrations would be determined by the standard salicylate method.

Following each test the inactivation of exposed hydroids would be monitored over a period of at least 24 hours.

SUGGESTED MODIFICATIONS

These tests might seem sufficient but they would actually provide only limited information. In order to make important decisions about the NBA, Solano County needs more detail, greater data reliability, and a larger range of options. To achieve that we suggest a series of Modifications, outlined below.

Modification 1. Single vs pulsed doses. In the original plan we would test each chemical under three different conditions with exposures of 4 and 8 hours and follow-up observations at 24 hours. This is based on the premise that the typical control would involve the delivery of a single lethal dose at widely spaced intervals.

However, given the sensitive uses of NBA water it may be more practical to control biofouling populations with pulsed doses of much more dilute chemical, sufficient to suppress feeding and growth but not to kill outright. In that case, I would modify the testing protocol to find the most effective dosing regime and concentration using the least amount of chemical. The procedure is the following:

- a) Start test as usual using a dilute concentration of chemical;
- b) Watch for signs of incapacity (eg. damaged tentacles in hydroids, immobilized gut in bryozoans);
- c) Return test specimen to clean water, monitor time to recovery (active feeding);
- d) Repeat this sequence at least twice for confirmation or to record cumulative effects.
- e) Test may be terminated at any time if dosing seems ineffective. It may then be repeated using a different concentration, at the tester's discretion.

This procedure requires more time in the laboratory, but the additional information could be invaluable. Besides the pulse doses, testing will also be done using fixed concentrations of each chemical with exposures of 4 and 8 hours, similar to the prior NBA screening studies done by ByroTechnologies.

Benefits: Testing single doses only provides information on toxic strength. With pulsed dosing you get much more – toxic strength plus dosing efficiency, so you can see which treatment

provides effective control with the least amount of chemical.

Modification 2. Replicates. In any experimental work it is standard procedure to use at least three independent replicates. For our 2012 contracted toxicity tests we were specifically instructed not to use replicates, which really limited data reliability. For the renewed round of tests we suggest a compromise in which only the most successful procedures are replicated. In addition to the replicates, a control sample will also be done where no chemicals are applied.

Benefits: Replicates offer a safeguard against misleading test results. If repeated tests give the same results you know the data are reliable. Otherwise you would have no way of knowing.

Modification 3. Bryozoans. Hydroids and bryozoans compete for space. The fouling bryozoan, *Plumatella reticulata*, is known to occur in Barker Slough and must be considered a potential threat to the pipeline if the hydroids are eliminated. For this reason we suggest that the all tests conducted on *Cordylophora* hydroids be repeated with *Plumatella reticulata*.

Benefits: As biofoulers freshwater bryozoans are vastly underappreciated. Worldwide they probably cause more economic damage than mussels, certainly more than hydroids. With parallel tests on hydroids and bryozoans you are covering the major potential threats to the pipeline.

Modification 4. Young vs old life stages. In our recent discussions it seemed that a combination of chemical and mechanical (pigging) controls was favored. Pigging would remove old material but leave behind living tissues from which new colonies would grow. We already know that older, well established hydroids and bryozoans generally respond differently to chemical exposures than young stages. I suggest we run separate tests for young and old individuals for both hydroids and bryozoans, at least in the most promising trials.

Benefits. This is simply a matter of providing reliable data as a basis for making decisions. If we were to test only young individuals (which is fast, cheap, and typical in the industry) the results could be badly misleading.

Modification 5. Ozone vs JC 9450. The product called JC 9450 (or “Liquid Ozone”) is attended by zealous marketing. Ingredients listed on the MSDS statement (which do not exactly match the manufacturer’s list) suggest that much of the oxidizing power comes from chlorine, like a sort of glorified bleach. Comparing JC 9450 to dissolved ozone is just a clever marketing strategy.

There is broad scientific consensus that nothing in fresh water quite matches the oxidizing power of ozone, yet ozone has never been used in systematic tests with freshwater hydroids or bryozoans. Without biological data we cannot speculate on the cost of ozone treatment at the NBA compared to other chemicals. This modification will test the efficacy of both JC 9450 as well as true ozone.

Testing procedures for JC9450 will be essentially the same as for copper, ammonia, and chlorine dioxide. Chemical concentrations will be prepared volumetrically but also monitored periodically with ORP units to document oxidizing strength.

Testing procedures for true ozone may include both static and flowing water, depending on the reaction of test organisms. Ozone concentrations will be monitored with an electronic ozone meter and in ORP units. Ozone will be generated by a ClearWater CD2000P unit coupled with a Topaz oxygen concentrator and injected into raw water through a standard venturi.

Benefits. Ozone is the cleanest of any of the chemicals to be tested. Modern ozone generating technology is vastly improved and more efficient than it was just a decade ago. With these tests at the very least we will know whether ozone is a promising solution or an option to be dismissed.

Modification 6. Testing hydroid food. From our examination of the 2012 hydroid collection it appears that the dominant food is copepods (microcrustaceans). We recently discussed the concern that treatments with a short-lived chemical might simply push *Cordylophora* deeper into the pipeline unless the chemical made their food unpalatable.

Cordylophora requires live food. They normally reject food that is not fresh and actively moving. There is already some evidence (from our Texas field laboratory) that dead or damaged copepods may not be acceptable to hydroids. Since food availability is believed to be a major factor in hydroid distribution within the pipeline this becomes an important issue. It would be useful to know whether any of the chemical concentrations examined in this study can immobilize copepods before they affect the hydroids directly. If so, this could be a tool to be used especially following mechanical pigging or a chemical shock exposure.

Several classes of copepods will be tested, to see which class is the most similar and best proxy for Barker Slough. The focus of this modification will be on hydroids, as the eating habit of bryozoans is more complex and unlikely to yield any successful management strategies.

Benefits. Essentially this modification investigates whether hydroids can be suppressed by killing or disabling their prey. This directly addresses the issue of displacing hydroids deeper into the pipeline. Sooner or later the question must be answered.

Modification 7. Starvation theory. It seems logical that *Cordylophora* consumes all available food in the first 1.5 miles of the pipeline. However, we really have no evidence for this hypothesis. Biological dynamics inside the pipeline could be easily validated with a series of water samples taken at Barker Slough, Travis Surge Tank, and the North Bay Regional WTP. Sampling may need to be done both at night and in the day for Travis Surge Tank, as copepods may be light sensitive. The samples could be injected with a biological fixative (formalin-acetic acid) and then sent to us for filtration and analysis. Not only would you then know whether food is indeed the limiting factor, you might also find this to be a useful tool later for monitoring hydroid populations.

Benefits. Here is a simple and direct way to learn about factors limiting the range of Cordylophora inside the NBA. When making big decisions about biofouling control in the pipeline it is essential to have this kind of relevant information available.

Modification 8. Chemical longevity. None of the chemicals to be tested remain effective indefinitely. Eventually they all weaken through chemical changes or precipitation. We will measure the effective longevity of each chemical, at regular intervals, under specific conditions to be determined. The tests will run for 4-8 hours with hourly monitoring. Chemical solutions will be held in a pressurized apparatus with no water-air interface, roughly mimicking conditions inside the pipeline. The results of these trials will show the chemical residual at fixed times for all the materials tested.

Benefits. The choice of a chemical solution cannot be made without considering effective chemical longevity. This will be essential information.

BUDGET IMPLICATIONS

All of these enhancements will require an increase in time and resources. This is reflected in the revised budget below. We have taken steps to keep the cost to Solano County as low as possible, as illustrated below. The final budget includes all the testing above and a final written report, describing the methods & materials, test procedures, and results, similar to the prior NBA chemical screening tests.

- The final written report will be prepared at 80% below our standard rate;
- Hydroid culturing will be subcontracted to an academic laboratory;
- Bryo Technologies will absorb more than 50% the cost of ozone testing;
- Modification 8 (chemical longevity) will be included at a rate significantly below cost.

Revised Budget

Cost of basic tests as originally proposed		
Growing laboratory population of hydroids	\$ 6,000	
Test procedures and all other direct costs	\$ 13,400	
Indirect costs	\$ 4,200	
Subtotal of basic tests	\$ 23,600	
Modification 1: Pulsed doses	\$ 4,050	
Modification 2: Replicates	\$ 3,050	
Modification 3: Bryozoans (includes culturing)	\$ 17,650	
Modification 4: Young vs old life stages	\$ 4,650	
Modification 5: Ozone testing	\$ 4,670	
Modification 6: Hydroid food	\$ 3,650	
Modification 7: Starvation theory	\$ 3,000	
Modification 8: Chemical longevity	\$ 3,000	
Subtotal of all Modifications	\$ 43,720	
Total revised budget		\$ 67,320

Name of Project: **Solano HCP EIR/EIS**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2015**, 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 **CH2MHILL**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano HCP EIR/EIS**; 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 HCP EIR/EIS**, 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 \$90,000** 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, 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, 2016** 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.

(Note: this paragraph is optional) 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 or 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 *(Note: include only if permits are required)*

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 *(Note: This section is optional)*

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 *(Note: This section is optional)*

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 *(Note: This section is optional)*

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 *(Note: This section is optional)*

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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Vijay Kumar
CH2MHILL
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

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: _____

Thomas L. Pate,
Interim General Manager

By: _____

Vijay Kumar,
Vice President

EXHIBIT A

SCOPE OF SERVICES

Solano HCP EIS/EIR

This Work Plan revision updates the prior Work Plan to include new work for comprehensive review and update of all EIS/EIR chapters in response to resource agency review.

Task 1: Agency Coordination

1.1 Work Plan Preparation. This subtask has been completed.

1.2 Kickoff Meeting. This subtask has been completed.

1.3 Project Schedule. This subtask has been completed.

1.4 Project Administration. This task will be ongoing for the duration of this Work Plan. Project administration covers managing and administering the contract. Specific activities include preparing monthly summaries and invoices; producing, issuing and updating project instructions; coordinating information exchange with LSA; record keeping; and managing project changes.

1.5 Scoping. This subtask has been completed.

1.6 Data Collection. This subtask has been completed.

1.7 Meeting Attendance. CH2M HILL will continue to coordinate weekly conference calls and meetings as needed) with SWCA, USFWS, NMFS, and CDFW to promote effective communications with these parties or others participating in the preparation of the HCP and/or the EIS/EIR.

1.8 Quality Assurance/Quality Control. CH2M HILL has designated Jeff Tupen, Senior Biologist, as our internal QA/QC manager with the responsibility for review of key project deliverables.

Deliverables

- Monthly status reports.
- Meeting agendas and summaries for all meetings on the EIS/EIR.

Assumptions

- All work will be completed by June 2016.

Task 2: Additional Deliverables

Task 2, which was added during the most recent Work Plan revision (May 2010), is for effort to continue updating the EIS/EIR text in response to direction from the USFWS, NMFS, and CDFW. The ongoing dialogue with the resource agencies during the update process will continue to focus on submittal of individual working chapters of the EIS/EIR, review by the agencies, and update by CH2M HILL including responses to their comments.

Deliverables

- Individual working chapters or sections of the EIS/EIR, as appropriate or as requested by the USFWS or SCWA.
- Responses to comments on the working draft chapters.
- One complete Administrative Draft (electronic, with a few hardcopies as needed).

Assumptions

- All work will be completed by December 2014.
- Work under Task 2 will be completed up to the additional contract budget authorized by this Work Plan amendment.

Task 3: First Administrative Draft EIS/EIR

This task has been completed.

Task 4: Second Administrative Draft EIS/EIR.

This task has been completed.

Task 5: Draft EIS/EIR

Basic Task 5 tasks are unchanged from the original Work Plan. Based on comments received to date on the final Administrative Draft (completed per Task 2), additional effort above and beyond a simple *screencheck* is required. CH2MHILL will continue to work with SCWA and the agencies to respond to comments and help build consensus on the acceptability of the analysis contained in the February 2015 Administrative Draft.

Deliverables

- *Additional Deliverable: CH2MHILL will submit three copies of an additional screencheck Draft EIS/EIR for SCWA, USFWS, NMFS, and CDFW review, including responses to comments on the February 2015 Administrative Draft.*
- CH2M HILL will submit three copies of a screencheck Draft EIS/EIR for SCWA, USFWS, NMFS, and CDFW approval prior to reproduction.
- CH2M HILL will submit 50 printed copies of the Draft EIS/EIR, 100 electronic copies on CD-ROM diskette, and one electronic copy in Portable Document Format.

Assumptions

- This version of the document will constitute the Draft EIS/EIR for public distribution.
- CH2M HILL will not be involved in the physical distribution of the Draft EIS/EIR other than providing 15 copies to the State Clearinghouse.
- CH2M HILL will not be involved in the public noticing of the availability of the Draft EIS/EIR.
- *Additional Assumptions:*

- *All work will be completed in summer 2015.*
- *Work under Task 5 will be completed up to the additional contract budget authorized by this Work Plan amendment.*

Task 6: Response to Comments

Task is unchanged from original Work Plan.

Task 7: Administrative Final EIS/EIR

Task is unchanged from original Work Plan.

Task 8: Final EIS/EIR

Task is unchanged from original Work Plan.

Task 9: Public Meetings

Task is unchanged from original Work Plan.

EXHIBIT B

RATE OF COMPENSATION

Exhibit B

CH2M HILL Professionals and Technicians* 2015 Hourly Billing Rates**

Classification	Rate
Principal-in-Charge*	\$284
Principal Professional*	\$262
Sr. Professional*	\$210
Project Professional*	\$157
Staff Professional*	\$123
Sr. Technician	\$157
Technician	\$115
Office/Clerical	\$94

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2015 through December 31, 2015

A markup of 10% shall be applied to all Other Direct Costs and Expenses

An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services

Name of Project: **Campbell Lake Algaecide Treatments**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015**, 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 **Clean Lakes, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Campbell Lake Algaecide Treatments**; 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 **Campbell Lake Algaecide Treatments**, 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: Upon completion of each task, as shown in Exhibit B, the Contractor may submit an invoice to the Agency. The total sum paid to the Contractor shall **not to exceed \$86,040** 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.

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 B. 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, 2016** 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.

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, 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.

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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Thomas J. McNabb, President
Clean Lakes, Inc.
2150 Franklin Canyon Road
Martinez, CA 94553

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

Clean Lakes, Inc.

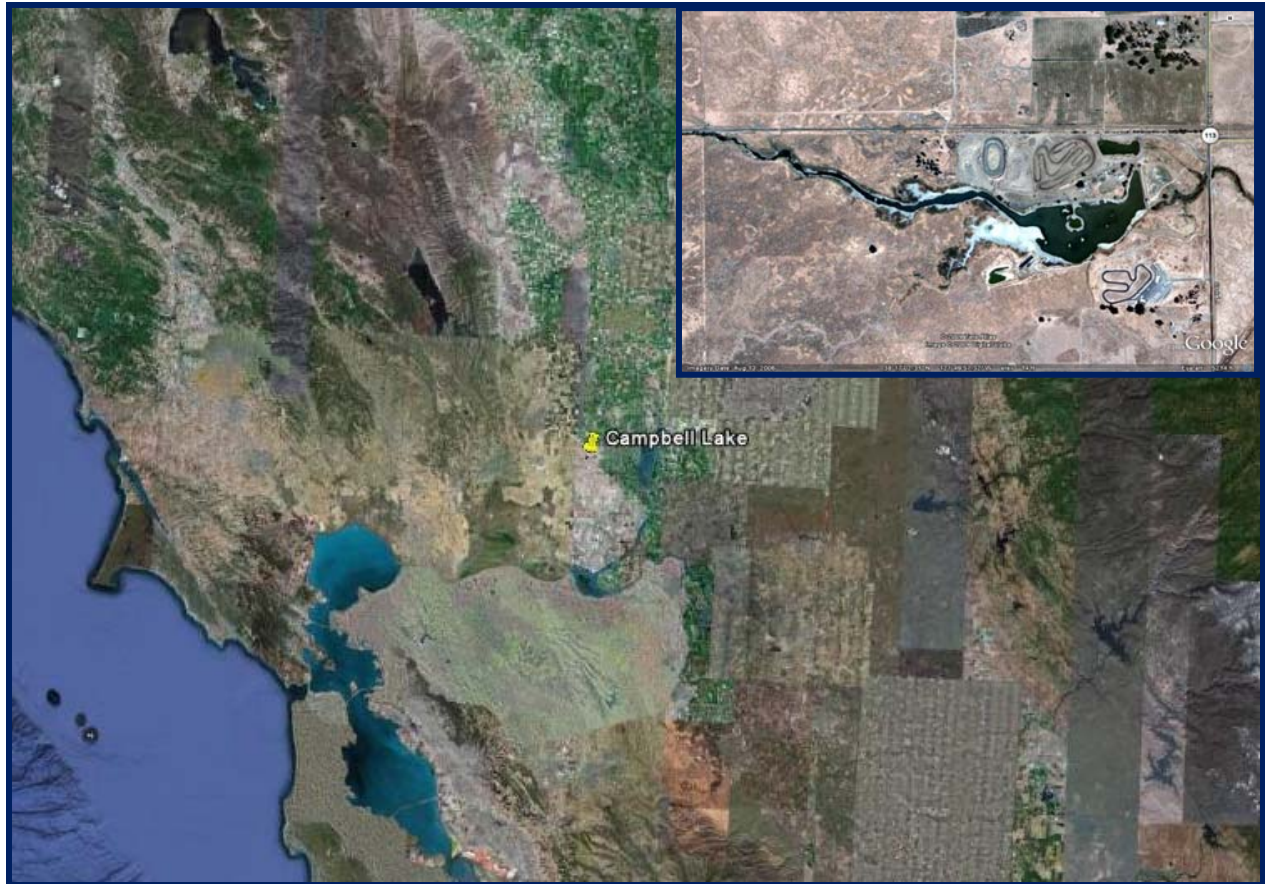
a Public Agency

By: _____
Thomas L. Pate,
Interim General Manager

By: _____
Thomas J. McNabb,
President

EXHIBIT A
SCOPE OF SERVICES

**SOLANO COUNTY WATER AGENCY
2015 ALGAE TREATMENT PROPOSAL**



Prepared By

**CLEAN LAKES, INC.
2150 Franklin Canyon Road
Martinez, California 94553
www.cleanlake.com**

Prepared For

**SOLANO COUNTY WATER AGENCY
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688
Elmira, California 94625-0349**

May 2015

1: BACKGROUND INFORMATION: Clean Lakes, Inc. (CLI) has been providing algae control services for Solano County Water Agency, and this proposal is a revision from services provided in 2014.

2: AQUATIC VEGETATION MANAGEMENT ISSUES AND RECOMMENDATIONS

(APPROACH): The management objective is to control algae in Campbell Lake via the application of the algacide PAK 27 (Sodium Carbonate Peroxyhydrate) as well as the required NPDES Water Quality Monitoring as outlined below:

- Water Quality Monitoring: Under the NPDES Permit requirements, the Water Quality Monitoring Program will continue as part of the program.
 - Per the NPDES requirements, Pre Treatment Site Evaluations will be carried out to determine the appropriateness of any algacide application. Pre Application Monitoring, Event monitoring and Post event monitoring will be carried out and data recorded on the Algacide Application Evaluation forms. Treatment and Post Treatment evaluations and information will be recorded on the Algacide Application Report. In addition, monthly reports of Pesticide use will be filled with the County's Agricultural Commissioner as well as the RWQCB.
- Algae Control: It is recommended that continued planktonic algae growth within the system be controlled via the use of the US-EPA and State of California approved algacide PAK 27 (Sodium Carbonate Peroxyhydrate). To effectively control algae growth through the season, multiple treatments may be required based on regrowth rates. Algacide applications would be carried out through the use of one of CLI's aquatic herbicide application vessels equipped with a granular inductor or liquid injection system and GPS treatment tracking equipment.

3: SERVICES TO BE PROVIDED: CLI staff will perform algacide applications, NPDES associated water quality and residual monitoring, and supply the algacides for the project. CLI will also continue to perform the required permit compliance measures. CLI would provide all manpower, equipment, insurance, and technical expertise required to perform the algacide

treatments. Per regulatory requirements, CLI staff are licensed Pest Control Applicators by the State of California, and algaecide applications would be under the guidance of a written Recommendation by a State of California Licensed Pest Control Advisor.

4: PROGRAM COSTS:

PAK27 TREATMENT COSTS

a: Water Quality Monitoring and Reporting costs including sample collection and lab fees per treatment for pre and post NPDES Required Water Quality Monitoring would be **\$800.00**.

b: Annual Reporting: Lump Sum Costs to comply with the Annual Reporting requirements of Water Quality Order No. 2013-0002-DWQ would be **\$800.00** per year.

c: Aquatic Algaecide Application costs to include the treatment of approximately 37 acres including all materials (algaecides), labor, technical advice, equipment mobilization and demobilization, and all other costs associated with the treatments:

- Approximately 37 surface acres of the lake will be treated with the algaecide PAK27 for the control of algae. The targeted treatment depth in the treatment area is 2 foot, for a total treatment area volume of 74 acre feet. The area will be treated @ 20 to 40* pounds per acre foot for a total of 40 to 100* pounds per surface acre. Based on the treatment rate, a total of 1,480 to 3,700 pounds of PAK27 would be applied per treatment.

* Rounded to the nearest whole number

- The PAK-27 costs are **\$2.20** per pound including delivery and CA-Mill Tax, sales tax not included, will be billed based on product usage per treatment.
 - The PAK-27 algaecide costs would vary from **\$3,256.00** (1,480.00 pounds) to **\$8,140.00** (3,700 pounds) per treatment based on the application rates.
- The application costs would be **\$5,400.00** per treatment.
- NPDES Water Quality Monitoring would be **\$800.00** per treatment.
- The total Algaecide (PAK-27) application and monitoring costs would be as follows based the application rate:
 - 1,480 pounds of PAK-27 @ \$2.20 per pound = \$3,256.00 plus application costs of \$5,400.00 plus NPDES Monitoring costs of \$800.00 = \$9,456.00 per treatment.
 - 3,700 pounds of PAK-27 @ \$2.20 per pound = \$8,140.00 plus application costs of \$5,400.00 plus NPDES Monitoring costs of \$800.00 = \$14,340.00 per treatment.
 - As outlined above, the algaecide costs will be billed based on actual usage.

CLEAN LAKES INC.

- If there are a total of five (5) applications during the season, the total program cost would range between **\$47,280.00** (1,480 pounds PAK-27 per application) and **\$71,700.00** (3,700 pounds PAK-27 per application).

We want to thank the Solano County Water Agency for the opportunity to provide this proposal in support of your Lake Management Objectives. Feel free to give me a call as questions develop.

Additional information can be found on our website at www.cleanlake.com

Sincerely,

CLEAN LAKES INC.



Thomas J. McNabb
Senior Aquatic Pest Control Advisor
Cell: 925-766-8862
Email: tmcnabb@cleanlake.com

*P. O. Box 3186, Martinez, California 94553 USA
<http://www.cleanlake.com>
Phone: (925) 957-1905, Fax: (925) 957-1906*

EXHIBIT B

RATE OF COMPENSATION

Task 1A – Pre and post NPDES monitoring for PAK-27

Lump sum cost per PAK-27 treatment to conduct pre and post NPDES water quality monitoring as required by the Central Valley Regional Water Quality Control Board. Since the Water Agency has a larger NPDES permit, Clean Lakes, Inc. will submit the monitoring directly to the Water Agency at the end of each calendar year. Clean Lakes, Inc. will charge \$800 for each combined pre and post NPDES monitoring and report for up to six algaecide treatments.

\$4,800

Task 1B – Aquatic algaecide application for PAK-27

Lump sum labor, technical advice, equipment mobilization and demobilization, and all other costs associated with the treatment costs of PAK-27 at Campbell Lake except the material costs, which are covered by Task 1C below. Clean Lakes, Inc. will charge \$5,400 for each algaecide or dye treatment for up to six applications.

\$32,400

Task 1C – Aquatic algaecide application for PAK-27 (material costs).

Lump sum material cost to treat Campbell Lake using PAK-27. PAK-27 will be charged at a unit cost of \$2.20 per pound plus applicable sales tax. Application rates will vary depending on the time of year, but will likely be between 1,480 – 3,700 lbs of PAK-27 per treatment.

Algaecide cost is \$2.20 / lb including delivery and CA-Mill tax. Clean Lakes will need to submit the actual product usage with their invoice. A sales tax of 9.25% is assumed.

\$48,840

Name of Project: **Residential Baseline Water Use Assessment**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015**, 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 Erler & Kalinowski, Inc., a California corporation, hereinafter referred to as "Contractor."

The Agency requires services for a Residential Baseline Water Use Assessment; 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 Residential Baseline Water Use Assessment, 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 \$55,000** 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, 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, 2016** as directed by the Agency. Contractor will not be responsible for delays due to causes beyond Contractor's reasonable control.

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 or 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. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all liability for damages, to the extent actually caused by the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual non-performance) of the work under this agreement. Notwithstanding the above, Contractor has no obligation to pay for any defense-related cost prior to a final determination of its liability. Following any such determination of its liability, Contractor shall be responsible to pay an amount of such costs equal to the finally-determined percentage of liability based upon the comparative fault of Contractor. 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 extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from all liability for damages of all persons to the extent caused by the performance of Contractor's 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.

7. INSURANCE

By his/her signature hereunder, the 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 the Contractor will comply with such provisions before commencing the performance of the professional services under this agreement. The Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

The 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.

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

8. 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 in accordance with the Standard of Care, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

9. 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 reasonable charge and without restriction or limitation to State and federal governments at reasonable charge.

10. 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 reasonable charge. All plans, specifications, survey notes, computer programs, electronic data deliverables, and other original documents are instruments of Contractor's service and shall not be used on other projects without Contractor's prior written consent; however, if used on other projects, such use shall be at Agency's sole risk.

11. 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.

12. 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.

13. 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

Thomas Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Anona L. Dutton, P.G, CHG. Vice President
Erler & Kalinowski, Inc.
1870 Ogden Drive
Burlingame, CA 94010

14. STANDARD OF CARE

Contractor's services will be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at same time and in the same or similar locality.

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: _____
Thomas Pate, Interim General Manager
Solano County Water Agency

By: _____

EXHIBIT A

SCOPE OF SERVICES

PHASE I SCOPE OF WORK

EKI proposes to complete the following tasks as part of the preparation of a Work Plan for the development and implementation of a *Residential Baseline Water Use Assessment* for Solano County. The information developed as part of these tasks will not only define the scope and direction of the Project, but form the background and study method and design chapters of the final report prepared as part of this Project.

Task 1: Meetings and Project Coordination

As part of Task 1, EKI will closely coordinate its efforts with SCWA throughout the Project and with its retail customers, as appropriate and as directed by SCWA. Coordination efforts are expected to include regular telephone conference calls and meetings with SCWA and selected additional persons. Specifically, EKI expects the following:

- One in-person kick-off meeting;
- Bi-weekly conference calls with SCWA over two to three months;
- One web-based progress meeting to discuss the Tasks 2 and 3; and
- One in-person results meeting prior to submittal of the draft work plan.

EKI is available to attend additional meetings, including SCWA Board meetings, if requested; however, funds for those efforts are not included in this proposal.

Task 2: Compilation and Review of Key Background Information

As part of Task 2, EKI will assemble and review readily and publically available data and information for the County as it relates to this Project. These data are anticipated to include, but are not limited to:

- Population and commercial and industrial demographic data;
- Historical water use data;
- Historical climate data;
- Water conservation program data;
- Zoning data;
- Housing data (housing size, age, etc.);
- Economic data;
- Historical water and sewer rates;
- Water user customer types;
- Water user account locations (addresses or parcel numbers); and
- Water meter types, sensitivity and installation date.

Task 3: Develop Study Design and Methodology

EKI will work with SCWA to define the goals of the Project and to develop an appropriate study methodology. We will review and evaluate similar baseline water and energy use assessments developed by others to develop a strategy that is appropriate for Solano County and takes into consideration the lessons learned from prior studies. As part of this Task, EKI anticipates engaging one or more sub-consultants who specialize in consumer and public opinion surveys and/or household and facility water audits that can supplement SCWA and/or retail customer staff, as appropriate and as directed by SCWA.

Task 4: Prepare a Draft and Final Work Plan

Under Task 4, EKI will prepare a work plan. The work plan will summarize the following:

- Key demographic and other information regarding water users and water use characteristics within the SCWA service area (per information gathered and analyzed as part of Task 2);
- The goals of the proposed baseline study;
- Existing information to be used to support the study;
- Information to be gathered as a part of the study;
- Study methodology developed under Task 3;
- Study population and target sample size;
- Study phasing, as appropriate; and
- An anticipated schedule and budget to complete the proposed study.

A draft Work Plan will be sent to SCWA for review and comment. EKI will then incorporate SCWA's comments and submit the draft Work Plan to the SCWA's retail customers for review. As directed by SCWA, EKI will address and incorporate comments received from the retail customers and submit the Final Work Plan to SCWA.

EXHIBIT B

RATE OF COMPENSATION

SCHEDULE OF CHARGES FOR ERLER & KALINOWSKI, INC. 1 JANUARY 2015

Personnel Compensation Classification	Hourly Rate
Officer and Chief Engineer-Scientist	259
Principal Engineer-Scientist	249
Supervising Engineer-Scientist	239
Senior I, Engineer-Scientist	217
Senior II, Engineer-Scientist	203
Associate I, Engineer-Scientist	195
Associate II, Engineer-Scientist	181
Engineer-Scientist, Grade 1	169
Engineer-Scientist, Grade 2	159
Engineer-Scientist, Grade 3	148
Engineer-Scientist, Grade 4	127
Engineer-Scientist, Grade 5	111
Engineer-Scientist, Grade 6	99
Technician	91
CADD / GIS Operator	103
Administrative Assistant	90
Secretary	75

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus fifteen percent (15%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

Communication charges for local and long distance telephone, facsimile transmittal, standard delivery U.S. postage, and routine in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of Erler & Kalinowski, Inc. and may be updated annually.

Name of Project: **Data and Website Management**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2015**, 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 **Evasco Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Data and Website Management**; 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 **Data and Website Management**, 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 \$214,660** 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, 2016** 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.

(Note: this paragraph is optional) 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 or 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 *(Note: include only if permits are required)*

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 (*Note: This section is optional*)

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 (*Note: This section is optional*)

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 (*Note: This section is optional*)

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 (*Note: This section is optional*)

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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Jeff Schuyler, President
Eyasco Inc.
125 Hangar Way, Suite 290
Watsonville, CA 95076

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: _____
Thomas L. Pate,
Interim General Manager

By: _____
Jeff Schuyler,
President

EXHIBIT A

SCOPE OF SERVICES



March 22, 2015
Proposal 6-15-1672

Mr. Chris Lee
Solano County Water Agency
508 Elmira Road
Vacaville, CA 95678

Subject: 2015/2016 Budget and Scope

Dear Mr. Lee,

The purpose of this letter is to present our scope of work and cost estimate for fiscal year 2015/2016. Our estimate is based on reviewing past years budgets for similar tasks, and developing a scope and budget based on conversations with SCWA personnel.

Fiscal 2014/2015 Summary

Based on a review of project billings to date, about 40% of the current year's budget to date has been billed to the M-Files configuration, implementation and support. Most of this time involved programming to integrate the Document Library database into M-Files and Eyasco's metadata mapping tool, as well as training and implementation which was just completed. Other relatively large efforts (26%) included adding a data quality tool to Data Library, and improvements to Merlin Mobile and enhanced alarming and e-mail notification to aid canal operations. A breakdown of all Fiscal 2014/2015 billed hours by percent of total budget billed to date is shown in Table 1 below:

TABLE 1	
Fiscal 2014/2015 Budget % Billed to Date (3/22/15)¹	
Budget Item	Percent
Document Management Infrastructure Support	44%
Merlin Enterprise Enhancements and Support	26%
General Support	11%
Data Consolidation and Document Management	6%
Project Management	1%
1. March percentages include unbilled time	

Proposed Fiscal 2015/2016 Scope

The M-Files document management system has been implemented. We anticipate some continued support and possible enhancements during the coming year. We also plan to re-focus efforts on data consolidation, data management and reporting – something that we did less of this year because of the M-Files work.

The tasks identified in our 2015/2016 scope of work include:

Public Web Enhancements – Continued support for SCWA internal and external web sites. In addition to some general support or development, we are planning on some specific upgrades including:

- Real Time HMI for Putah canal operations. Develop a web-based Human Machine Interface to display real time data for Putah Canal stations.
- Move flood warning and operations web pages to SCWA web server.

Document Management Infrastructure Support – Continue support for M-Files document management system.

Merlin Enterprise Enhancements and Support – Continue to provide enhancements and support as-needed.

General Support – Provide technical support for network infrastructure, field instrumentation and control systems, data telemetry, and other issues related to automated monitoring and control systems. In addition, hours have been added to support the following specific tasks:

- Solano Dam headworks upgrades (screen replacement)
- Putah Canal automation proof-of-concept

Data Consolidation and Reporting– Manage and improve data collection and consolidation methods and services including:

- Integration of new web-based data sources
- Improve import for water quality data (NBA)
- Continued development on the Data Analysis Library
- Development of new reports including more detailed monthly, quarterly or yearly water quality summary reports.

Project Management - On-site meetings not included in the above tasks, budget tracking, and all travel time to and from SCWA offices.

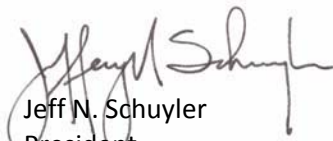
Cost Estimate

Eyasco estimated costs for completing the tasks described above are shown on the attached Table 1. We propose to perform the above scope-of-work on a time and materials basis. Based on our current rate schedule, which is attached, the estimated total to complete the above scope is \$214,660.

We thank you for the opportunity to continue working with Solano County Water Agency. Please feel free to contact us with any questions regarding the content of this proposal.

Yours truly,

EYASCO



Jeff N. Schuyler
President

TABLE 1 2014/2015 Budget Estimate					
Item	Task	Hours	Rate	Expense	Amount
1	Public Web Enhancements	240			\$ 28,300
a	Principal	40	170.00		6800
b	Software Architect	20	160.00		3200
c	Senior Programmer	10	150.00		1500
d	Application Programmer	50	120.00		6000
e	Junior Programmer	120	90.00		10800
2	Document Management Infrastructure Support	300			\$ 45,000
a	Principal	40	170.00		6800
b	Software Architect	0	160.00		0
c	Senior Programmer	100	150.00		15000
d	Application Programmer	160	120.00		19200
i	Other	0	0.00	4000 ¹	4000
3	Merlin Enterprise Enhancements and Support	240			\$ 40,200
a	Principal	80	170.00		13600
c	Senior Programmer	80	150.00		12000
d	Application Programmer	80	120.00		9600
i	Other	0	0.00	5000 ²	5000
4	General Support	180			\$ 31,200
a	Principal	120	170.00		20400
f	Project Engineer	60	120.00	1800 ³	1800
i	Other	0	0.00	9000 ³	9000
5	Data Consolidation	440			\$ 58,400
a	Principal	40	170.00		6800
c	Senior Programmer	160	150.00		24000
d	Application Programmer	200	120.00		24000
e	Junior Programmer	40	90.00		3600
6	Project Management	116			\$ 11,560
a	Principal	20	170.00		3400
g	Travel	36	60.00		2160
h	Clerical	60	60.00		3600
i	Other	0	0.00	2400 ⁴	2400
TOTAL					\$ 214,660.00

NOTES:

1. Software licensing: Grabdata.com
2. Software license: SiteHawk maps, MerlinMobile
3. Placeholder for miscellaneous hardware purchases
4. Travel and Misc. Costs

EXHIBIT B

RATE OF COMPENSATION



2015 Billing Rates

The labor rates and other direct costs shown here are Eyasco's published billing rates for 2015. They apply to all time-and-materials contracts.

General Labor Rates

<i>Principal</i>	<i>\$170/hr</i>
<i>Software Architect</i>	<i>\$160/hr</i>
<i>Senior Programmer</i>	<i>\$150/hr</i>
<i>Application Programmer</i>	<i>\$120/hr</i>
<i>Junior Programmer</i>	<i>\$90/hr</i>
<i>Project Engineer</i>	<i>\$120/hr</i>
<i>Engineering Technician</i>	<i>\$85/hr</i>
<i>Clerical, Drafting</i>	<i>\$60/hr</i>
<i>Travel</i>	<i>\$60/hr</i>

Direct Costs - include airfares, vehicle rentals, hotel accommodations, subsistence, supplies and materials incurred for a project.

<i>Direct Cost items</i>	<i>Actual cost plus 15%</i>
<i>Mileage</i>	<i>\$0.55/mile</i>

Name of Project: **CII Water Conservation Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015** 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 GHD, hereinafter referred to as "Contractor."

The Agency requires services for the **CII Water Conservation Program**; 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 the **CII Water Conservation Program**, 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 \$160,000** 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.

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, 2017** 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. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for 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 proportional 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 or as provided by State law.

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 of the performance of the work; 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 negligence of the Agency, its directors, officers, employees, or authorized volunteers or as provided by State law.

7. 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 subcontractors 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, 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 (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor 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. 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.

Approved subcontractors are AquaMetrics LLC, ConserVision Consulting, and Southwest Environmental, Inc.

10. 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

Thomas Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 95688

CONTRACTOR

Theodore B. Whiton, P.E., Managing Principal
GHD
2235 Mercury Way, Ste. 150
Santa Rosa, CA 95407

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

GHD, Inc.

By: _____
Thomas Pate, Interim General Manager
Solano County Water Agency

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. Develop an incentive program that complements the site surveys. Present to Urban Water Conservation Committee for approval.
- C. Contact the three site surveys that were completed during the first phase (Buttercup Restaurant, Dynasty Restaurant, and Creekside Shopping Center) and determine if any program recommendations were implemented.
- D. Develop and implement a strategy targeting and marketing large landscape water use surveys to commercial/industrial/institutional (CII) accounts with mixed-use meters. Directly contact via letter or telephone not less than 20% of CII accounts with mixed-use meters and offer water use surveys
- E. Conduct CII water surveys based on CUWCC guidelines for BMP 9.
- F. Develop data management system compatible with City software needs.
- G. Develop a unified message and marketing plan and present to SCWA for approval.
- H. Present the results of the development and implementation of the CII water conservation program at the end of the contract term to the Urban Water Conservation Committee.

EXHIBIT B
RATE OF COMPENSATION

FEE SCHEDULE
(Effective April 2012)

Hourly Rates ^(*)

Principal	\$ 165-265
Senior Project Engineer	130-260
Project Engineer	100-170
Staff Engineer	60-145
Senior Project Scientist	125-190
Project Scientist (Cristina Goulart)	90-135
Staff Scientist	65-105
Senior Planner	110-190
Staff Planner	80-120
3-Person Survey Crew	255-390
2-Person Survey Crew	170-270
1-Person Survey Crew	85-175
Staff Technician	60-145
Designer	80-150
CADD	45-135
Word Processor & Clerical Support	65-110

Employee time will be billed in accordance with the fees listed above. These rates are subject to change on an 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.

Expenses and other similar project related costs are billed out at cost plus 15%. The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to projects.

Our rates are:

A.	Office consumables	\$6.00/hr
B.	Environmental Department, Survey and Inspector consumables	\$11.00/hr
C.	Environmental, Construction and Land Surveying equipment	Various 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.

Name of Project: **CII Water Savings Incentive Program Administration**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015** 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 GHD, Inc., hereinafter referred to as "Contractor."

The Agency requires services for the **CII Water Savings Incentive Program Administration**; 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 the **CII Water Savings Incentive Program Administration**, 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 \$60,000** 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.

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, 2017** 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. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for 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 proportional 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 or as provided by State law.

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 of the performance of the work; 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 negligence of the Agency, its directors, officers, employees, or authorized volunteers or as provided by State law.

7. 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

subcontractors 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, 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 (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor 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. 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.

Approved subcontractors are AquaMetrics LLC, ConserVision Consulting, and Southwest Environmental, Inc.

10. 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

Thomas Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 95688

CONTRACTOR

Theodore B. Whiton, P.E., Managing Principal
GHD
2235 Mercury Way, Ste. 150
Santa Rosa, CA 95407

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

GHD, Inc.

By: _____
Thomas Pate, Interim General Manager
Solano County Water Agency

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

EXHIBIT A

SCOPE OF SERVICES

- A. Administer the Solano CII Water Savings Incentive Program
- B. Develop and implement a strategy targeting and marketing potential commercial/industrial/institutional (CII) accounts for participation in the program. Directly contact via letter or telephone not less than 20% of CII accounts
- C. Develop a unified message and marketing plan and present to SCWA for approval.

EXHIBIT B
RATE OF COMPENSATION

PROJECT FEE SCHEDULE

(Effective April 2012)

Hourly Rates^(*)

Principal (Mary Grace Pawson)	\$	165-265
Senior Project Engineer		130-260
Project Engineer		100-170
Staff Engineer (Ashley Maldonado)		60-145
Senior Project Scientist		125-190
Project Scientist (Cristina Goulart)		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)		65-110
Word Processor & Clerical Support (Laura Bryan, Sonya Church)		65-110

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.

Expenses and other similar project related costs are billed out at cost plus 15%. The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to projects. 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.

Name of Project: **Solano County High School Water Education Video Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015**, 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 IN Communications, hereinafter referred to as "Contractor."

The Agency requires services for a High School Water Education Video Program and Public Outreach services for its water conservation program; 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 a High School Water Education Video Program, 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 \$30,000** 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, 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, 2016** 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.

6. 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.

7. 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 subcontractors 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, 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 (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor 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.

8. 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.

9. 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

CONTRACTOR

Thomas Pate, Interim General Manager
Solano County Water Agency

Christine Kohn, Principal
IN Communications

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: _____
Thomas Pate, Interim General Manager
Solano County Water Agency

By: _____
Christine Kohn, Principal
IN Communications

EXHIBIT A

SCOPE OF SERVICES

- Task 1. Organize and implement a video water conservation/water quality contest open to all Solano County high schools.
- Task 2. Provide a final summary report.
- Task 3. Provide consulting services as needed for Solano water conservation efforts.
- Task 3. The terms for performance of this contract are for the fiscal year July 1, 2014 through June 30, 2015.

EXHIBIT B

RATE OF COMPENSATION

Title	Personnel	Rate/Hour
Project Manager/Principal(s)	Christine Kohn	\$130
Graphic/Web Designer	Chris Guzman Robert Ortegon Josh Rainwater	\$95
Project Coordinator	Mychel Teater	\$60

REIMBURSABLE EXPENSES

- Only expenses incurred will be billed.
- Printing and collateral are billed at cost plus 10 percent administrative mark up.
- All other costs (parking, photo copying and other such expenses) are billed at actual cost.
- IN Communications does not charge for computer, telephone services or other overhead expenses.

Name of Project: **Regional Landscape BMP Compliance**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015**, 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 IRON SPRINGS CORPORATION, hereinafter referred to as "Contractor."

The Agency requires services for **Regional Landscape BMP Compliance** under the CUWCC Memorandum of Understanding; 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 the Urban Water Agencies within Solano County, 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: Monthly service fee per site as indicated in Exhibit B **not to exceed \$50,000 per year** for all services 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 each task identified in Exhibit A delivered.

Each invoice shall be accompanied by a copy of the report of services provided, by month, for the service broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each site, year-to-date totals expended and remaining expected annual 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, 2016** 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 or 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. 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.

7. 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.

8. 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.

9. 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.

Subcontractor:

Andrew K. Walker
374 Lily Street
Fairfield, CA 94533
(707) 426-0381
walkerakhc@gmail.com

10. 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

Thomas Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Ray N. Kahler, CEG
Principal
Iron Springs Corporation
1335 N. 6700 W.
Cedar City, Utah 84721

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: _____
Thomas Pate, Interim General Manager
Solano County Water Agency

By: _____
Ray N. Kahler, CEG
Principal, Iron Springs Corp.

EXHIBIT A

SCOPE OF SERVICES

Large Landscape Efficiency Efforts

Services provided for Solano County Water Agency by Iron Springs Corporation

Landscape Water Efficiency is a key focus of efforts to reduce water use, whether in drought conditions or under more normal circumstances. Each of the utilities serving the communities in Solano County has a responsibility to ensure that water is used efficiently in irrigating large landscapes. Some utilities have a responsibility under their water contracts with Solano County Water Agency, while others are members of the California Urban Water Conservation Council (CUWCC) and have adopted Best Management Practices. Although there is some variance between the requirements, there is need to measure water application against an accepted standard for irrigation need.

The scope of work in this plan follows the CUWCC Large Landscape BMP 5 outline.

- 1) Identify non-residential accounts with dedicated irrigation meters and assign ETo-based water use budgets.

There are 197 sites in Dixon, Rio Vista, Vacaville, Suisun City, Vallejo and Benicia that need to be identified and assigned a water use budget.

Budgets will be equal to no more than an average of 70% of ETo (reference evapotranspiration) of annual average local ETo per square foot of landscape area.

Recreational areas (portions of parks, playgrounds, sports fields, golf courses, or school yards in public and private projects where turf provides a playing surface or serves other high-use recreational purposes) and areas permanently and solely dedicated to edible plants, such as orchards and vegetable gardens, may require water in addition to the water use budget. The water agency must provide a statement designating those portions of the landscape to be used for such purposes and specifying any additional water needed above the water use budget, which may not exceed 100% of ETo on an annual basis. If the California Model Water Efficient Landscape Ordinance is revised to reduce the water allowance, this BMP will be revised automatically to reflect that change.

- 2) Provide notices each billing cycle to accounts with water use budgets showing the relationship between the budget and actual consumption.

As the utilities use bi-monthly billing, this will amount to 6 notices each year per site. If agencies increase billing frequency, notices will increase to 12 per year for each site.

- 3) Offer site-specific technical assistance to reduce water use to those accounts that are 20% over budget.

Sites that exceed their water budget will receive offers to monitor and report water use biweekly until use falls within the budgeted range. In field assistance and financial assistance, offers will be coordinated with the SCWA CII BMP program.

- 4) Although not detailed in the Landscape BMP, each meter will be reviewed for reasonable function and inclusion in the billing system of the city it serves.
- 5) Develop and implement a strategy targeting and marketing large landscape water use surveys to commercial/industrial/institutional (CII) accounts with mixed-use meters.

The mixed-use strategy and surveys will be coordinated with the CII BMP program.

- 6) Agency will implement and maintain a customer incentive program(s) for irrigation equipment retrofits.
- 7) Service provider will provide information so that each Agency can answer the following data requests adequately in the Landscape BMP reporting:

Dedicated Landscape Irrigation Accounts

- a) Number of dedicated irrigation meter accounts.
- b) Number of dedicated irrigation meter accounts with water budgets.
- c) Aggregate water use for dedicated non-recreational landscape accounts with budgets.
- d) Aggregate acreage assigned water budgets and average ET for dedicated non-recreational landscape accounts with budgets.
- e) Number of Accounts 20% over-budget.
- f) Number of accounts 20% over-budget offered technical assistance.
- g) Number of accounts 20% over-budget accepting technical assistance
- h) Aggregate acreage of recreational areas assigned water budgets and average ET for dedicated recreational landscape accounts with budgets.

CII Accounts without Meters or with Mixed-Use Meters

- a) Number of mixed use and un-metered accounts.
- b) Number, type, and dollar value of incentives, rebates, and no- or low-interest loans offered to, and received by, customers.
- c) Number of surveys offered.
- d) Number of surveys accepted.
- e) Estimated annual water savings by customers receiving surveys and implementing recommendations.

It is anticipated that each of the 197 urban large landscape sites in the cities of Dixon, Rio Vista, Vacaville, Suisun City, Vallejo and Benicia will be serviced under the terms of this agreement.

EXHIBIT B

RATE OF COMPENSATION

There are 197 sites in Dixon, Rio Vista, Vacaville, Suisun City, Vallejo and Benicia that need to be identified and assigned a water use budget. Under the terms of this contract, SCWA will pay a per site fee for each large landscape monitored of \$25 per month. Billing will be based on service to each site and will be performed monthly. After the first year of service, the ongoing maintenance fee will be \$19 per month per large landscape monitored.

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, 2015**, 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 \$335,360** 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, 2016, 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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
P.O. Box 349
Elmira, CA 95625

CONTRACTOR

Les Card, CEO
LSA Associates, Inc.
157 Park Place
Pt. Richmond, CA 94801

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: _____

Thomas L. Pate,
Interim General Manager

By: _____

Les Card,
Chief Executive Officer

EXHIBIT A
SCOPE OF SERVICES

April 6, 2015

Chris Lee
Solano County Water Agency
810 Vaca Valley Pkwy #203
Vacaville, CA 95688

Subject: 2015-2016 Solano Habitat Conservation Plan Scope and Budget

Dear Chris:

Attached is proposed scope and budget for the Solano HCP and associated activities (RGP/LOP for 404/401 integration and King-Swett Ranches Conservation Easements). Attachment 1 provides a summary description of the proposed work tasks, assumptions, and task cost. Attachment 2 provides our rate sheet based on our state audited rates for the coming year.

Tasks for 2014-2015 assume the Public Draft HCP and Implementing Agreement will be completed by the end of this fiscal year's budget. Work for the upcoming year focus on tasks associated with: revisions to the Draft HCP based on Public comments; coordination and assistance for the Biological Opinion/2081 Agreement, and Implementing Agreement; developing tools to train Plan Participants to implement the HCP; development of the Management Plans, endowment budgets and associated documents for the King-Swett Ranches conservation easements; and to continue work to integrate the HCP with the Corps of Engineers and State Water Resources Control Board regulatory programs.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

LSA ASSOCIATES, INC.



Steve Foreman
Principal

ATTACHMENT 1

SOLANO HCP BUDGET JULY 1, 2014 TO JUNE 30, 2015 BASIC ASSUMPTIONS AND SCOPE

HCP Preparation Tasks

1. **Agency Coordination Meetings:** This task assumes eight Regulatory Agency meetings with US Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), U.S. Army Corps of Engineers (Corps), and State Water Resources Control Board (State Board) for the HCP, 2081 Permit, and the 404/401/1602 integration.

Budget: \$24,080

2. **Steering Committee Meetings:** This task assumes four stakeholder/steering committee meetings. Staff time includes attendance and preparation of presentations for the Principal biologist and Staff Biologist/Assistant Project Manager. We assume that we will have at least 4 steering committee meetings to go over the Public Draft HCP and address any comments/concerns steering committee member may have. Also, if the 404/401 integration process moves quickly enough, we anticipate at least one steering committee meeting to discuss this process.

Budget: \$9,760

3. **Applicant Meetings:** This task assumes six meetings with the Plan Participants. Staff time includes attendance at all meetings and preparation of presentations for the Principal Biologist and attendance at three meetings for the Staff Biologist/Assistant Project Manager. As the HCP process becomes closer to being finalized, we anticipate more interaction with the Applicants to prepare them for the implementation phase. We also anticipate further coordination with them in the development of the Operations and Maintenance RGP.

Budget: \$8,640

4. **Final HCP Edits and Production:** This task will be to incorporate public and agency comments on the public draft HCP. We assume there will be no additional major comments and changes from the agencies at this time.

Budget: \$36,660

5. **HCP Implementation Training:** This task facilitates implementation of the HCP once it is approved. Work includes finalizing the individual implementation handbooks for each

applicant, and preparation of training CD's for each applicant/special district (employee education for construction/O&M activities), and working with SCWA, special districts, and the cities for training and developing protocols to begin implementing the HCP compliance tracking data base and using the RGP for O&M activities.

Budget: \$26,456

6. **HCP EIR/EIS Coordination:** We assume CH2M Hill will be the lead for EIR/EIS but they will likely request LSA involvement and coordination for the preparation and review of the Administrative Draft, Public Draft and Final EIR/EIS. This task is designed to track and cover these activities.

Budget: \$9,040

7. **Reporting Program:** LSA will work with SCWA to develop a format for the annual reporting program for the incidental take permits from USFWS and CDFW.

Budget: \$13,800

8. **Prepare 2081 Permit Application, Assist in the Preparation of the 2081 Permit, MOU for Fully Protected Species and Rare Plants and Support for the Biological Opinion:** This task involves coordination and support to USFWS and CDFW for issuance of a 2081 permit and associated MOUs. We have a current draft of the 2081 Permit Application; however, this draft will need to be revised after incorporating the final round of comments from the CDFW. CDFW will use the information in the permit application to draft the actual 2081 Permit; however, we anticipate working with CDFG on editing drafts of the actual 2081 Permit and MOUs. We also anticipate USFWS will request assistance in preparing and reviewing sections of the Biological Opinion.

The State Fully Protected Species and plants listed as State Rare will not be included in the State 2081 Permit. For these species, SCWA will be requesting a separate Memorandum of Understanding (MOU). This will require a separate application to CDFG for each MOU (for the Fully Protected Species and the State Rare plants). LSA will put together the MOU applications in consultation with CDFG.

Budget: \$ 32,944

9. **Regional General Permit (RGP) for Operation and Maintenance (O&M) Activities:** This task addresses the continued work with Corps and State Board to integrate the HCP with the 404 permit process and 401 certification process. While we anticipate the draft RGP will be drafted by the end of the May 2015, we anticipate additional work will be necessary to finalize draft RGP following the Corp review and public notice review period.

Budget: \$ 10,328

10. **Letter of Permission (LOP) for Development Activities:** This task addresses the continued work with Corp and State Water Resources Control Board to integrate the HCP with the 404

permit process and 401 certification process for new development activities. We anticipate this task will lead to a simplified and expedited wetland fill permit process involving a letter of permission or LOP that should cover all or most of the urban development within Plan Participant's jurisdictions. Subtasks under this work element include:

- **Revise Current Draft LOP.** LSA will revise the current draft LOP based on the results of on-going discussions with Corps and State Board staff. Issues to be revised as applicable include:
 - How the proposed LOP will function; the review and approval processes for individual projects under each.
 - Five-year projections of the numbers of projects covered under the LOP,
 - Five-year projections of the impact and mitigation acreages (wetlands and covered species habitats).
 - Maps depicting the areas covered and the areas of projected impacts and mitigation.
- **Agency Review and Comment.** LSA will work with SCWA, the Corps, State Board, and other applicable regulatory agencies on the review and assessment of the proposed RGP and LOP (note: the development LOP will follow behind and be a separate permit process from the O&M RGP).
- **Revised Draft LOP.** LSA will prepare a revised draft of the LOP and will modify the associated white paper accordingly. Following review and approval by the SCWA, the revised draft will be re-submitted to the Corps and other agencies. LSA will contact each agency for updated comments. A follow-up inter-agency meeting will be scheduled, if needed.
- **Prepare Draft Section 404(b)(1) Alternatives Analysis.** LSA will prepare a draft alternative analyses that will cover the prospective LOP in accordance with Section 404(b)(1) guidelines. In accordance with 404(b)(1) guidelines, the analysis would ascertain which of the above alternatives is the Least Environmentally Damaging Practicable Alternative for implementing the HCP based on regulatory efficiency and cost effectiveness. Under each alternative, the following would be examined in detail:
 - How long would the regulatory process typically take and what would be the reasonable costs to the applicant for the approval process (e.g., consulting and design fees, permit fees, land holding costs/interest paid during the approval process).
 - Would all 404(b)(1) guidelines be equally addressed? (i.e., would there be one or more guideline criteria that might be inadequately addressed?).

Budget: \$ 44,840

- 11. Public Meetings:** This task assumes two public meetings to introduce the Draft HCP to the general public and attendance at two public hearings on the Draft EIR/EIS. Staff time includes attendance at each meeting and preparation of presentations for the Principal Biologist.

Budget: \$ 4,040

- 12. King-Swett Ranches Conservation Easements:** This task involves the continued work to develop the necessary documents in cooperation with the Solano Land Trust and PG&E to establish a program for establishing conservation easements to address PG&E's mitigation needs as well as fulfill the Solano HCP conservation requirements for California red-legged frog, Calipee silverspot butterfly, and some additional wetland, freshwater marsh and riparian mitigation. We will also continue to coordinate with the City of Vallejo and Solano Land Trust to address and remediate the erosion issues on the Vallejo Swett Ranch associated with the Hiddenbrooke Utility easement.

Budget: \$ 88,190

- 13. Miscellaneous Tasks:** This task is to address unanticipated needs for additional studies, research, additional meetings, etc.

Budget: \$ 13,520

- 13. Reimbursable Expenses:** Mileage, copying, printing, plotting, GIS use fees, etc.

Budget: \$13,122

Total Labor and Expense Budget: \$ 335,420

EXHIBIT B

RATE OF COMPENSATION

Name of Project: **Lake Berryessa Outreach**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015** 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 the Solano Resource Conservation District, hereinafter referred to as "Contractor."

The Agency requires services for **Lake Berryessa Outreach**; 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 **Lake Berryessa Outreach**, 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 \$85,000** 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, 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, 2016** 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, 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.

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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Chris Rose, Executive Director
Solano Resource Conservation District
1170 N. Lincoln St., Suite 110
Dixon, CA 95620

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

Solano Resource Conservation District

By: _____
Thomas L. Pate,
Interim General Manager

By: _____
Joe Martinez,
Board President

EXHIBIT A

SCOPE OF SERVICES

The Solano Resource Conservation District will provide public education and outreach for Lake Berryessa, with a specific focus on protecting water quality and invasive species education. The Solano Resource Conservation District will also oversee the Lake Berryessa Outreach program and participate in other activities as needed such as the Lake Berryessa Partnership. This contract will provide \$85,000 for fiscal year 2015-2016.

Table 1 – Breakdown of Yearly Costs

Title/Item	Hours	Rate (\$/hr)	Cost
Education Program Manager	790	\$65	\$51,350
Education Coordinator	470	\$51	\$23,970
Materials			\$6,350
Travel			\$3,330
Yearly Total =			\$85,000

EXHIBIT B

RATE OF COMPENSATION

<u>PERSONNEL CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Program Manager	\$65.00
Program Assistant	\$51.00

Mileage will be charged at the yearly IRS rate. Reimbursable expenses such as Lake Berryessa premiums, brochures, and supplies will be charged at cost.

Name of Project: **Barker Slough Watershed Partnership**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015** 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 the Solano Resource Conservation District, hereinafter referred to as "Contractor."

The Agency requires services for **Barker Slough Watershed Partnership**; 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 **Barker Slough Watershed Partnership**, 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 \$50,000** 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, 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, 2017** 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, 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.

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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Chris Rose, Executive Director
Solano Resource Conservation District
1170 N. Lincoln St., Suite 110
Dixon, CA 95620

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

Solano Resource Conservation District

By: _____
Thomas L. Pate,
Interim General Manager

By: _____
Joe Martinez,
Board President

EXHIBIT A

SCOPE OF SERVICES

The Solano Resource Conservation District will establish and oversee the Barker Slough Watershed Partnership. The purpose of the Partnership will be to protect the Barker Slough Watershed, administer a \$25,000 grant program (funds provided by SCWA), work with landowners to install BMPs, help protect past investments by the Water Agency in livestock fencing and alternative water sources, and conduct an annual assessment of the watershed.

Table 1 – Breakdown of Yearly Costs

Title/Item	Cost
Staff Labor	\$23,790
Travel	\$1,210

Yearly Total = \$25,000

Table 2 – Total Cost of Contract

Fiscal Year	Amount
2015-2016	\$25,000
2016-2017	\$25,000

Contract Total = \$50,000

EXHIBIT B

RATE OF COMPENSATION

Staff labor will be charged hourly and at the applicable billing rate. Mileage will be charged at the yearly IRS rate. Any reimbursable expenses will be charged at cost.

Name of Project: **Suisun Marsh Watershed Education Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015**, 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 **Solano Resource Conservation District**, hereinafter referred to as "Contractor."

The Agency requires services for the **Suisun Marsh Watershed Education Program**; 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 Suisun Marsh Watershed Education Program, 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 \$137,500** 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, 2018** 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.

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.

13. 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

Thomas Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Chris Rose, Executive Director
Solano Resource Conservation District
1170 N. Lincoln Street, Suite 110
Dixon, CA 95620

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: _____
Thomas Pate, Interim General Manager
Solano County Water Agency

By: _____

EXHIBIT A

SCOPE OF SERVICES

The Suisun Marsh Watershed Program takes a macro view of a discreet, special watershed, and builds on the ecology and stewardship lessons from other RCD programs. There are three in-class lessons prior to the field trip and one lesson after the field trip. The program is built around a field trip to Rush Ranch Nature Center, where students participate in a variety of activities, including a rotation through three hands-on learning stations covering the marsh's soil, water, and plants. After lunch, students take a nature hike through the Rush Ranch property, during which they will write poetry about their field trip experience. Back in the classroom the fourth in-class lesson teaches students about marine debris and their role in its creation and management.

We engage students by designing the program to provide participants with an opportunity to experience a rare and special watershed in their own backyards. The program deepens students' understanding of watershed ecology and the ramifications of human behaviors on the system using a local resource as classroom and example. Our long-term goal is to provide students with the education and experiences to be good stewards of the world they will inherit, while we encourage them to explore careers in environmental protection, focusing on water. We have incorporated the concept of "source to sink" and explained where their drinking water originates. During all lessons we discussed the factors that threaten the health and wellness of our watershed, and what the students could do to help protect our resources. We emphasized that humans are part of the interconnected cycle of nature and the choices we make at home have an impact on a global scale.

EXHIBIT B

RATE OF COMPENSATION

Program Manager	\$ 61.00 – 69.00/hour
Assistant Program Manger	\$ 47.00 – 54.00/hour
Program Coordinator	\$ 44.00 – 48.00/hour
Program Educator	\$ 23.00 – 29.00/hour

Name of Project: **CII High-Efficiency Toilet and Urinal Replacement Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015** 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 Southwest Environmental Incorporated, hereinafter referred to as "Contractor."

The Agency requires services for **installation of High-Efficiency Toilets and Urinals at Commercial, Industrial, and Institutional locations in Solano County**; 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 **installation of High-Efficiency Toilets and Urinals at Commercial, Industrial, and Institutional locations**, 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 \$200,000** 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, 2016** 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. 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.

7. 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 subcontractors 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, 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 (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor 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.

8. 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.

9. 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

Thomas Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 95688

CONTRACTOR

Dale Chessher
Director of Operations
Southwest Environmental Inc.
11545 Sorrento Valley Road, Suite 315
San Diego, CA 92121

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: _____

Thomas Pate, Interim General Manager
Solano County Water Agency

By: _____

Dale Chessler
Director of Operations
Southwest Environmental Inc.
11545 Sorrento Valley Road, Suite 315
San Diego, CA 92121

EXHIBIT A

SCOPE OF SERVICES

SWE shall implement the Solano HET/HEU Replacement Program for SCWA, providing and installing high quality HET(s) and HEU(s) at designated commercial sites. SWE shall provide the following services for the Program, in accordance with the project schedule, as described below.

1.0 Marketing

- 1.1 SCWA will provide SWE with a list of pre-approved customers to contact for participation. In addition, SCWA will assist SWE in marketing by providing website information and flyers describing the program with information about how to contact SWE.
- 1.2 SWE is encouraged to market the program and expedite meeting the program goals. However, all marketing materials must be reviewed and approved by SCWA prior to being undertaken. Targeted program participants will be limited to those listed in Section 2.2.

2.0 Customer Service

- 2.1 On-Call Customer Service: SWE shall receive all requests for participation and establish a local or toll-free number, to be staffed 8:00 a.m. to 5:00 p.m., Monday through Friday, except national holidays, and include an after hours recorded message and emergency contact number. SWE representative(s) shall provide customers with the program eligibility requirements, HET technology and selection choices, and bilingual communication in Spanish, as necessary.
- 2.2 Verify Customer Eligibility for Program: SWE shall pre-inspect all sites and randomly inspect 20 toilets or 10% of the toilets (whichever is greater) at each site, to ensure all participants meet program eligibility requirements, including:
 - Participating commercial sites must be restaurants, wholesale businesses or retail businesses. Sites outside this requirement will be addressed on a case-by-case basis.
 - Existing toilets to be replaced must be 3.5 gallons per flush or greater. Sites outside this requirement will be addressed on a case-by-case basis.
 - Participants must be in the Solano County Water Agency service area.

3.0 Permitting

- 3.1 SWE will purchase and secure all necessary plumbing permits, as required, from various city, county planning and building departments for proposed HET installations before work begins. In addition, Contractor shall schedule all final inspections, as required by city or county inspectors, in accordance with the permitting process outlined by that agency.

- 3.2 SWE shall provide SCWA with a copy of approved permit with final inspection, as necessary, as documentation of completed HET installations.

4.0 Plumbing Fixtures

- 4.1 Acceptable HET(s) shall meet American Society of Mechanical Engineers (ASME) Standards A112.19.2, WaterSense specifications and be from the current Uniform North American Requirements (UNAR) listing. HETs with a Maximum Performance (MaP) Testing of more than 700 grams, will be considered higher quality and evaluated as such.

- 4.2 HET Bowl: Proposed bowls will be Water Sense labeled 1.28 gallons per flush or less..

HET Tank Internal Parts: Proposed internal toilet tank parts must be the manufacturer's recommended flapper, flush valve, or pressure assist tank for each proposed HET, with the model numbers provided in the literature, so replacement parts can be easily purchased.

HET Toilet Seat: Proposed toilet seat must be the appropriate seat for the proposed toilet bowl, round seat for round bowl, elongated seat for elongated bowl, commercial seat for commercial bowl. Include make, model number and material the seat is made of.

HET Wax Ring or Neoprene Gasket: Must fit 3" and or 4" waste lines with 1/4" to 2 1/4" bolt kit. Bolts are to be brass, double-nut, and include washers or similar, to fit proposed HET(s).

HET Water Supply Line: Must be a braided stainless steel (SS) water supply line.

- 4.3 CONTRACTOR to offer all participants a choice between Pressure-Assist or Gravity Single or Dual Flush HET models to be installed.
- 4.4 CONTRACTOR to install HETs with all accessory parts, including toilet seat, stainless steel water supply line, wax ring, and brass flange bolts. CONTRACTOR to warranty all labor and materials used in the HET installations, and guarantee all HET installations are leak free and functioning correctly for a one year period from the installation date.
- 4.5 CONTRACTOR to purchase and provide sufficient inventories of all HET fixtures and associated materials for all HET installations, including toilet seat, wax ring/bolts, water supply line, and angle stop, as well as provide any necessary warehousing, staffing and recycling or disposal services.
- 4.6 Acceptable HEU(s) will meet American Society of Mechanical Engineers (ASME) Standards ANSI/ASME A112.19.2, and be WaterSense certified. All plumbing fixture size, design, mounting and installations shall meet the manufacturer's specifications, and all local, state, and federal plumbing codes, including ASME A112.19.2 -2003 and/or the Uniform Federal Accessibility Standards (UFAS) www.access-board.gov/ufas-html/ufas.htm for all ADA installations.

5.0 Installation Services

- 5.1 Professional Conduct: All fixture installations shall be performed by SWE licensed plumbing contractor(s) to the manufacturer's specifications, and shall meet all applicable codes and regulations.

Installation Scheduling: SWE shall accommodate customer's preference and needs in regards to scheduling and conducting fixture installation work, including pre-installation site visits Monday – Friday, between 8:00 a.m. and 5:00 p.m. Toilet pre-inspection and installation services are to be performed in a timely manner, within thirty (30) days from the customer's request for program participation to the fixture installation date, without extenuating circumstances by the customer.

SWE to work with the property owner/manager and provide required advanced "Notice to Tenants" of all work to be performed at their site; to work in a safe, courteous, and professional manner; and to clean up, removing all debris and materials from each site at the end of the work day.

- 5.2 Normal Site Conditions: Prior to performing any work, SWE shall pre-inspect each site to ensure Normal Site Installation Conditions exist at the site including:
- Measured static water pressure is not less than 35 psi and not more than 80 psi at the installation site
 - Measured dynamic water pressure at or above 30 psi at the installation site
 - Mounting surface (floor-toilet) is level and suitable to adequately support proper fixture installation
 - Existing toilets to be replaced are 3.5 gallons-per-flush or greater
- 5.3 All fixture size, design, and mounting heights shall meet ASME A112.19.2- 2003 for standard height installations, or the Uniform Federal Accessibility Standards (UFAS) www.access-board.gov/ufas for required ADA installations.
- 5.4 Abnormal Site Conditions: Sites not meeting the "Normal Site Conditions" are not eligible for the program. SWE shall inform the customer or owner's representative in writing of the condition(s) that make the site ineligible. Any repairs necessary to make the site meet the Normal Site Condition criteria are NOT part of this project scope of work and are, therefore, NOT reimbursable by SCWA. A copy of all SWE correspondence to customers pertaining to Abnormal Site Conditions shall be submitted to SCWA on a monthly basis.
- 5.5 Warranty: SWE shall provide each participating customer a 12-month warranty on all parts and labor. SCWA reserves the right to withhold 2% retention of each monthly invoice until the end of the 12-month warranty period for each HET installation. At the end of the 12-month warranty period, the 2% retention will be returned to SWE, unless there are any unresolved warranty issues.
- 5.6 Professional Attire: SWE staff to wear shirts with SWE logo and identification badges to be easily recognized and identified by customers.

- 5.7 Safety: SWE staff to wear CAL/OSHA safety clothing and equipment while providing all installation services.

6.0 Toilet Recycling/ Disposal

- 6.1 SWE shall provide fixture recycling/disposal services for all removed plumbing fixtures and accessories including: collection, dismantling, hauling, and recycling or disposal.
- 6.2 SWE shall provide documentation (e.g. recycling or disposal receipts) which verifies the fixtures were recycled or disposed of. All recycling/disposal work shall be managed and conducted in a safe manner, observing all necessary employee safety measures.

EXHIBIT B

RATE OF COMPENSATION

Consultant and Contractor Fee Schedule between
Southwest Environmental Incorporated (SWE) (“Consultant”) and
Solano County Water Agency (“Agency”)

	Manufacturer	Description	Model	Cost	
				1-20 toilets	21+ toilets
Tank & Bowl Toilets	Western Pottery	Round Front 1.28gpf	822-HET	\$290.00	\$265.00
	Western Pottery	Elongated 1.28gpf	832-HET	\$300.00	\$275.00
	Western Pottery	ADA 1.28gpf	872-HET	\$330.00	\$305.00
	Western Pottery	Round Front 1.0gpf	722-HET	\$325.00	\$300.00
	Western Pottery	10" rough-in tank	TSULF-HET-10	\$40.00	\$40.00
	Niagara	Stelath Round Front 0.8gpf	N7716	\$325.00	\$300.00
	Niagara	Stelath Elongated/ADA 0.8gpf	N7717	\$330.00	\$305.00
	Niagara	Stelath Backoutlet 0.95gpf	N7799	\$410.00	\$385.00
	Niagara	Stelath 10" rough-bowl 0.8gpf	N772614R	\$335.00	\$310.00
	Vitra Evergreen	Round Front 1.20gpf	5196-5402	\$290.00	\$265.00
	Vitra Evergreen	Elongated 1.20gpf	5195-5402	\$300.00	\$275.00
	Kohler	Wellworth Elongated 1.0gpf pressure assist	K-3531-0	\$360.00	\$335.00
	Kohler	Highline Elongated 1.0gpf pressure assist	K-3519-0	\$375.00	\$350.00
Commercial Flushvalve Toilets	Kohler	Kingston Wall-Hung 1.28 w/manual valve	K-4325-0	\$410.00	\$385.00
	Kohler	Highline Floor Mount 1.28 w/ manual valve	K-4405-0	\$400.00	\$375.00
	Kohler	Wellworth Floor Mount 1.28gpf w/ manual valve	K-4406-0	\$390.00	\$365.00
	Sloan	Manual HET Flushometer and HET Wall Hung Water Closet	WETS 2051.1001-1.28	\$410.00	\$385.00
	Sloan	Manual HET Flushometer and HET Water Closet	WETS 2000.1001-1.28	\$390.00	\$365.00
	Sloan	Manual HET Flushometer and ADA HET Water Closet	WETS 2020.1001-1.28	\$400.00	\$375.00
	Kohler	Bardon Small Urinal 0.5gpf	K-4904-ET	\$490.00	\$490.00
Other Fixtures	Niagara	Chorme Earth 1.5gpf Showerhead	N2915CH	\$7.50	\$7.50
	Niagara	Earth Handheld 1.5gpf Showerhead	N2945CH	\$20.00	\$20.00
	Niagara	Pressure-Compensated Sink Aerator 1.0gpm Bubble Spray	N3210B-PC	\$3.00	\$3.00
	Niagara	Kitchen Aerator 1.5gpf	N3115P	\$4.50	\$4.50
	Niagara	Aerator 0.5gpm Needle Spray	N3205N	\$3.00	\$3.00
	None	Angle Stope	None	\$30.00	\$30.00

Name of Project: **Cache Slough Water Quality Monitoring**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2015**, 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 **Terraphase Engineering Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Cache Slough Water Quality Monitoring**; 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 **Cache Slough Water Quality Monitoring**, 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 \$50,000** 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, 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, 2016**, 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.. 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.

7. 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, Contractor shall provide 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 combined single limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); Contractor shall provide 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.

8. 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. Contractor shall be authorized to retain one copy of all work product for their files.

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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

CONTRACTOR

Lucas Paz
Terraphase Engineering Inc.
1404 Franklin Street, Suite 600
Oakland, CA 94612

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: _____
- Thomas L. Pate,
Interim General Manager

By: _____
Lucas Paz
Associate Hydrologist

EXHIBIT A
SCOPE OF SERVICES



April 15, 2015

Mr. Chris Lee
Supervising Environmental Scientist
Solano County Water Agency
P.O. Box 349
Elmira, CA 95625

sent via: email

Subject: Proposal for Cache Slough Watershed Stormwater Sampling and Associated Water Quality Monitoring Services for the 2015-2016 Sampling Season, Solano County Water Agency, Solano County, California

Dear Mr. Lee:

Per our discussions, Terraphase Engineering Inc. (Terraphase) is pleased to submit this proposal to provide professional services to conduct stormwater sampling and associated services to support the water quality monitoring program for 2015-2016 sampling season within the Cache Slough Watershed as directed by the Solano County Water Agency (SCWA). The following proposed scope of work is consistent with the ongoing water quality monitoring program and will support requested water quality data collection during the 2015-2016 rainy season as directed by SCWA. A description of the proposed activities is provided in the following paragraphs.

Scope of Work

This scope focuses on the objective of compiling relevant water quality data for the Cache Slough watershed from existing stormwater discharge sources and continued collection of targeted surface water samples. The scope may also include potential refinements to the overall sampling approach, methodology and laboratory analytical procedures, as necessary. Sampling will continue at the six selected targeted monitoring locations within the Cache Slough contributing watershed areas based on previous monitoring efforts and based on input from SCWA and stakeholders in the watershed.

Task 1: Coordination, Project Status/Reporting Summaries and Preparation of Associated Outreach Material for SCWA and Cache Slough Watershed Group Stakeholders

Terraphase will coordinate directly with SCWA on an ongoing basis throughout the year in order to select and prepare for sampling of targeted storm monitoring events. Terraphase will also provide project status/reporting summaries and be available to participate in meetings with SCWA and local stakeholders (City of Vacaville, SID, Dixon, etc.) in order to provide updates on the program efforts, results to date and in planning and coordination of the ongoing sampling activities.

Task 2: Review and Refinements to the Sampling Program

Based on previously compiled information, including summary of data gaps and associated analyses and evaluation of previous monitoring data, Terraphase assumes the sampling plan and program may require minor revisions or updates. The final 2015-2016 sampling approach will be determined in cooperation with SCWA and/or the Cache Slough Watershed Group prior to implementation.

Task 3: Implementation and Documentation of 2015-2016 (Year 6) Water Quality Sampling

Implementation of the water quality sampling program will be conducted per the previously approved sampling plan which includes surface water sampling at a minimum of six representative locations within the Cache Slough watershed. Terraphase will continue to update the cumulative sampling results database to compare and evaluate current and previous sampling event results.

- A. Document six representative monitoring sites (selected during design and planning stages) and coordinate/prepare for data collection. Document available ancillary data for each monitoring site.
- B. Collect data according to specified monitoring design and protocols. Coordinate with other agencies as appropriate. Surface water samples will be collected during and/or immediately following a projected 24-hour rain event of 0.5" magnitude or higher as directed by SCWA. Optionally, one set of dry season base flow samples may also be collected at representative sampling locations during the dry/irrigation season. Samples will be placed in appropriate sample containers, capped, labeled, and stored in a sample cooler that has been chilled to 4°C. The samples will be subsequently submitted to a State certified analytical laboratory. The results of these samples will be used to assess the current conditions in the targeted tributaries and associated contributing watershed areas.
- C. Review and oversight of data-collection activities to ensure that quality assurance protocols are followed. Review data-collection activities and preliminary sampling results to ensure data are complete and meet stated purposes.
- D. Evaluate final data and prepare result summaries. This task will include data review and evaluation relative to screening criteria, preparation of summary tables, and database management including archiving of data so that accuracy and precision are maintained.

Potential surface water sampling sites within the local Cache Slough contributing watershed area will include upstream contributing locations for one or more of the following areas that represent local tributary inflows to Cache Slough:

- Upper Putah Creek
- Lower Putah Creek
- Upper Ulatis Creek
- Lower Ulatis Creek

- Alamo Creek
- Upstream of Shag Slough

Potential water quality sampling locations would preferably be located above tidal influence in order to better characterize the influence of the contributing areas and to avoid confounding influences associated with tidal mixing from the greater Cache Slough and Delta system. If samples are needed in locations subject to tidal influence the samples should be taken at the end of the ebb tide and sampling, if at all possible, should be avoided during flood tide conditions.

Proposed sampling sites will be determined based on the need for safe, accessible, easily located sites that can be clearly identified by others using field descriptions. The sites should be representative of that part of the surface water of interest and have a clear hydrologic connection with the main mass of water, i.e., circulation should not be impeded by excessive vegetation, shallow water depth, or be in a restricted embayment. The presence and proximity to other tributaries will be considered so that adequate mixing is assured if sampling downstream of a tributary is conducted.

It is proposed that surface water samples will be collected at selected sampling sites during and/or immediately following a projected 24-hour rain event of 0.5" magnitude or higher as directed by SCWA. Optional dry season base flow samples may also be collected at representative sampling locations. At a minimum all samples collected would be analyzed for a selected subset of the following as determined by SCWA and other watershed stakeholders:

- pH
- total & dissolved metals (potential parameters include mercury, copper, boron and selenium)
- dissolved oxygen
- proprietary pesticides (final list of pesticide analytes to include a subset of Pyrethroids)
- conductivity
- total suspended solids
- ammonia and/or nitrate
- organic carbon

The final number of samples and target analytes will be determined in coordination with SCWA based on final data objectives and laboratory fees as the project budget permits. For example, laboratory analytical fees for Pyrethroid samples range from approximately \$400 to \$600 per sample.

Additional tests will be conducted for dissolved metals to compare results to total metals in order to provide an additional level of detail to characterize potential sources and contribution from particulate/sediment associated metals versus dissolved metal loading. Analysis for dissolved metals requires a maximum 24 hour hold time (for filtering) prior to delivery to the lab.

Surface water will be sampled and tested in accordance with Standard Methods for the Examination of Water and Wastewater (American Public Health Association, latest edition), EPA Methods and Guidance for the Analysis of Water (U.S. Environmental Protection Agency, 1997) and USGS methods.

Task 4: Project Management

This task includes project and account management activities including ongoing communications and interaction with SCWA and analytical laboratory sub-contractors. Dr. Lucas W. Paz will serve as the primary point-of-contact between SCWA and Terraphase. As part of this task Dr. Paz will coordinate with SCWA and provide ongoing project status and budget updates. We have assumed project duration of 12 months with a minimal level-of-effort for Client communication, monthly budget tracking updates, and general correspondence not specified in the technical tasks described above.

Cost Estimate

The scope of work described herein will be performed on a time-and-materials, not-to-exceed basis. Based on the information currently available, the estimated cost to complete the proposed scope of work is \$50,000. Terraphase will not exceed this authorization without prior written approval of the client and will submit a change order for additional work beyond the scope of this proposal, if needed.

The following table provides a summary breakdown by task.

TASKS	COST
Task 1: Coordination, Preparation of Project Status Summaries and Requested Outreach Material for SCWA and Cache Slough Watershed Group Stakeholders	\$6,000.00
Task 2: Review and Updates to the Sampling Program	\$6,000.00
Task 3: Implementation and Documentation of 2015-2016 Water Quality Sampling	\$34,000.00
Task 4: Project Management	\$4,000.00
TOTAL	\$50,000.00

Terraphase proposes to complete this work on a time-and-materials basis. We are offering a 10% discount on our standard labor rates and direct cost handling charges, as well as additional discount on the Associate rate. A rate sheet is provided as Attachment 1 to this proposal.

Closing

Terraphase is grateful for the opportunity to offer our services on this important program. If you have any questions or comments regarding this proposal, please contact Dr. Lucas Paz by phone (510-697-1238) or e-mail (lucas.paz@terrphase.com).

Sincerely,

For Terraphase Engineering Inc.



Lucas W. Paz, Ph.D., CPESC (), QSD (21027)
Associate Hydrologist

Attachments: 1 – Rate Sheet

This proposal is hereby accepted and duly authorized representative of the Client to which it is
addressed:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B

RATE OF COMPENSATION



Attachment 1

2015 Standard Schedule of Charges and 10% Discount/10% ODC

Labor Classification	Hourly Rate
Principal Engineer/Scientist	\$194.40
Associate Engineer/Scientist	\$163.00
Senior Project Engineer/Scientist	\$157.50
Project Engineer/Scientist	\$136.80
Senior Staff Engineer/Scientist	\$118.80
Staff 2 Engineer/Scientist	\$103.50
Staff 1 Engineer/Scientist	\$88.20
Technician 2	\$95.40
Technician 1	\$62.10
Administrator	\$71.10

Labor Charges

All time will be recorded and charged to nearest 0.1 hour. Expert testimony at trials, hearings and depositions will be billed at 150% of the standard hourly rate. For each day when testimony is provided, a minimum of 8 hours will be billed. Preparatory time will be billed at standard rates.

Expenses

Subcontractor fees and other direct costs, such as air travel, project supplies and rental equipment, etc. will be itemized and billed at our cost plus a ten percent handling charge (standard handling charge is fifteen percent). Vehicle mileage when itemized is billed at the standard government rate in effect at the time of travel (www.gsa.gov/mileage).

Payment

Payment is to be mailed to Terraphase Engineering Inc., 1404 Franklin Street, Suite 600, Oakland CA 94612 and is due within 30 days of receipt of invoice. A service charge of 1.5% per month or the allowable legal rate may be charged on amounts that are past due for more than 30 days.

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, 2015**, 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 \$156,949** 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, 2016** 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

Thomas L. Pate, Interim 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: _____

Thomas L. Pate,
Interim General Manager

By: _____

Ken. W. Davis

AG-W-8.Davis.NZMS

EXHIBIT A
SCOPE OF SERVICES

Ken W. Davis
 Aquatic Biologist
 Wildlife Survey Photo
 2443 Fair Oaks Blvd. # 209
 Sacramento, CA 95825
 (916) 747-8537

NZMS / Dreissenid Mussel Monitoring
PROPOISED MASTER SCWA 2015-16 - FISH

April 12, 2015

Proposed Master Budget FY:2015-16 - Solano Project - Ken Davis -

Task No	Task Description	Scope / Description	Total Hours	Labor Bio @ \$89 hr.	DC Item	DC Cost	Miles	Miles @0.48	Total DC	Total Labor & DC
1.0	FISH VIDEO (Documentation)									
1.0	Putah Creek Fish Video (Subsurface)	Capture subsurface video / images to document and monitor fish populations. Emphasis on restored areas and weirs. Document salmon spawning and use of area.	203	18067.00	Storage Disk	253.00	3500	1680	1933	20000
	<i>Total Prior Charges</i>			0.00						
	<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00
	<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00
	<i>Contract Balance</i>		203	18,067.00		253.00	3500	1,680.00	1,933.00	20,000.00
2.0	GENERAL MUSSEL ACTIONS									
2.0	Watercraft Insp.Training / Mussel Plan	Train Level I watercraft inspectors for BOR ans SCRC. Continue education program. Update Solano Project Mussel Early Detection and Education Plan	60	5,340.00		0	1300	624.00	624.00	5,964.00
	<i>Total Prior Charges</i>			0.00				0.00	0.00	0.00
	<i>CURRENT Charges</i>		0	0.00		0	0	0.00	0.00	0.00
	<i>Total Charges to Date</i>		0	0.00		0	0	0.00	0.00	0.00
	<i>Contract Balance</i>		60	5,340.00		0	1300	624.00	624.00	5,964.00
3.0	LAKE BERRYESSA - MUSSEL SURVEYS									
3.1	Capell Cove (Veliger tows / plates)	Plankton tows & processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers.	90	8,010.00	Micro Sup	300.00	900	432.00	732.00	8,742.00
	<i>Total Prior Charges</i>			0.00				0.00	0.00	0.00
	<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00
	<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00
	<i>Contract Balance</i>		90	8,010.00		300.00	900	432.00	732.00	8,742.00
3.2	Markley Cove (veliger tows / plates)	Plankton tows & processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers.	90	8,010.00	Nets	600.00	900	432.00	1,032.00	9,042.00
	<i>Total Prior Charges</i>			0.00				0.00	0.00	0.00
	<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00
	<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00
	<i>Contract Balance</i>		90	8,010.00		600.00	900	432.00	1,032.00	9,042.00
3.3	Pleasure Cove (Veliger Tows / Plates)	Plankton tows & processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers.	90	8,010.00	Plates	500.00	900	432.00	932.00	8,942.00
	<i>Total Prior Charges</i>			0.00				0.00	0.00	0.00
	<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00
	<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00
	<i>Contract Balance</i>		90	8,010.00		500.00	900	432.00	932.00	8,942.00

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3.4 Management Cove (Veliger Tow / Plates)		50	4,450.00			600.00	900	432.00	1,032.00	5,482.00
Total Prior Charges	Plankton tows & processing, Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels.		0.00					0.00	0.00	0.00
CURRENT Charges		0	0.00			0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0.00	0	0.00	0.00	0.00
Contract Balance		50	4,450.00			600.00	900	432.00	1,032.00	5,482.00
3.5 North Lake Berryessa		50	4,450.00				900	432.00	432.00	4,882.00
Total Prior Charges	Plankton tows & processing, Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers.		0.00					0.00	0.00	0.00
CURRENT Charges		0	0.00				0	0.00	0.00	0.00
Total Charges to Date		0	0.00				0	0.00	0.00	0.00
Contract Balance		50	4,450.00				900	432.00	432.00	4,882.00
Totals for Dreissenid Monitoring		370	32,930.00			2,000.00	4500	2,160.00	4,160.00	37,090.00
Total Prior Charges		0	0.00			0.00	0	0.00	0.00	0.00
CURRENT Charges		0	0.00			0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0.00	0	0.00	0.00	0.00
Contract Balance		370	32,930.00			2,000.00	4500	2,160.00	4,160.00	37,090.00
4.0	INTERDAM SURVEYS									
4.1 Monticello Dam - Zebra Mussel Survey		60	5,340.00	Plates		200.00	2000	960.00	1,160.00	6,500.00
Total Prior Charges	Regular plankton tows. Deploy and monitor adult colonization plates. Check banks for adult mussels. All at least quarterly.		0.00					0.00	0.00	0.00
CURRENT Charges		0	0.00			0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0.00	0	0.00	0.00	0.00
Contract Balance		60	5,340.00			200.00	2000	960.00	1,160.00	6,500.00
4.2 Interdam Section		30	2,670.00				500	240.00	240.00	2,910.00
Total Prior Charges	Monitor flow regime on sensitive invertebrates. Monitor NZMS populations and surveys for Didymo and other inv. Species.		0.00					0.00	0.00	0.00
CURRENT Charges		0	0.00					0.00	0.00	0.00
Total Charges to Date		0	0.00				0	0.00	0.00	0.00
Contract Balance		30	2,670.00				500	240.00	240.00	2,910.00
4.3 Lake Solano Docks		50	4,450.00				1200	576.00	576.00	5,026.00
Total Prior Charges	Monitor for Mussels and other invasive species in vicinity of launch ramp. Passive survey for Hydrilla.		0.00					0.00	0.00	0.00
CURRENT Charges		0	0.00				0	0.00	0.00	0.00
Total Charges to Date		0	0.00				0	0.00	0.00	0.00
Contract Balance		50	4,450.00				1200	576.00	576.00	5,026.00
4.4 Diversion Dam Area		75	6,675.00				1200	576.00	576.00	7,251.00
Total Prior Charges	Monitor for Eurasian Mussels using plankton tows and adult colonization plates. Check subsurface of dam with video camera if necessary.		0.00					0.00	0.00	0.00
CURRENT Charges		0	0.00				0	0.00	0.00	0.00
Total Charges to Date		0	0.00				0	0.00	0.00	0.00
Contract Balance		75	6,675.00				1200	576.00	576.00	7,251.00

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Totals for Interdam Reach		215	19,135.00		200.00	4900	2,352.00	2,552.00	21,687.00
Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		215	19,135.00		200.00	4900	2,352.00	2,552.00	21,687.00
5.0 PUTAH SOUTH CANAL									
5.1 Miles 1 - 5		225	20,025.00	Nets	500.00	2,000	960.00	1,460.00	21,485.00
Total Prior Charges	Monitor PSC for mussels, NSMS and other invasives using tows, traps and colonization plates.		0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		225	20,025.00		500.00	2,000	960.00	1,460.00	21,485.00
5.2 Miles 6 - 15		210	18,690.00	Traps	300.00	1,900	912.00	1,212.00	19,902.00
Total Prior Charges	Monitor PSC for mussels, NSMS and other invasives using tows, traps and colonization plates.		0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		210	18,690.00		300.00	1,900	912.00	1,212.00	19,902.00
5.3 Miles 16 - 30		200	17,800.00			2,000	960.00	960.00	18,760.00
Total Prior Charges	Monitor PSC for mussels, NSMS and other invasives using tows, traps and colonization plates.		0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00			0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0	0.00	0.00	0.00
Contract Balance		200	17,800.00			2,000	960.00	960.00	18,760.00
5.4 Terminal Reservoir		50	4,450.00			2,600	1,248.00	1,248.00	5,698.00
Total Prior Charges	Monitor for mussels, NSMS and other invasives using tows, traps and colonization plates.		0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00			0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0	0.00	0.00	0.00
Contract Balance		50	4,450.00			2,600	1,248.00	1,248.00	5,698.00
5.5 Conveyance Creeks (3)		30	2,670.00			2,000	960.00	960.00	3,630.00
Total Prior Charges	Visual surveys for invasive species.		0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00			0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0	0.00	0.00	0.00
Contract Balance		30	2,670.00			2,000	960.00	960.00	3,630.00
Totals for PSC NZMS Monitoring		715	63,635.00		800.00	10,500	5,040.00	5,840.00	69,475.00
Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		715	63,635.00		800.00	10,500	5,040.00	5,840.00	69,475.00

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6.0	SOLANO HABITAT CONSERVATION PROJECT												
6.1 Complete HCP Project / Poster	Capture images / video for HCP Project as necessary.	28	2,492.00		91.50	311	149.28	240.78	2,732.78				
Total Prior Charges			0						0.00				
CURRENT Charges		0	0	ink	0.00	0	0.00	0.00	0.00				
Total Charges to Date		0	0		0.00	0	0.00	0.00	0.00				
Contract Balance		28	2,492.00		91.50	311	149.28	240.78	2,732.78				
PROJECT TOTALS													
PROJECT TOTALS		1591	141,599.00		3,344.50	25,011.00	12,005.28	15,349.78	156,948.78				
Total Prior Charges		0	0.00		0.00	0.00	0.00	0.00	0.00				
CURRENT Charges		0	0.00		0.00	0.00	0.00	0.00	0.00				
Total Charges to Date		0	0.00		0.00	0.00	0.00	0.00	0.00				
Contract Balance		1591	141,599.00		3,344.50	25,011.00	12,005.28	15,349.78	156,948.78				

EXHIBIT B

RATE OF COMPENSATION

Ken W. Davis
Aquatic Biologist/Wildlife Photojournalist
Wildlife Survey & Photo Service
2443 Fair Oaks BLVD #209
Sacramento, CA 95825

Solano Project Invasive Species Surveys

Hourly Rate

\$87.50

Mileage Rate

\$ 0.48/mile

Name of Project: **Westside IRWMP Administration Assistance**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2015**, 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 **Yolo County Resource Conservation District**, hereinafter referred to as "Contractor."

The Agency requires services for **Westside IRWMP Administration Assistance**; 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 **Westside IRWMP Administration Assistance**, 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 \$47,416.64** 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, 2016**, 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. 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.

7. 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.

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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.

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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.

13. 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

Thomas L. Pate, Interim General Manager
Solano County Water Agency
P.O. Box 349
Elmira, CA 95625

CONTRACTOR

Heather, Nichols, Executive Director
Yolo County Resource Conservation District
221 West Court Street
Woodland, CA 95695

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: _____
Thomas L. Pate
Interim General Manager

By: _____
Giovanni Ferrendelli,
Chair, Board of Directors

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

Name of Project: Solano County School Assembly Program

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2015**, 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 Gwynne Cropsey DBA ZunZun, hereinafter referred to as "Contractor."

The Agency requires services for a School Water Education Program; 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 the **Solano School Water Education Program**, 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 \$35,000** 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, 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, 2016** 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.

6. **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 subcontractors 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, 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 (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor 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. 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

Thomas Pate, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 95688

CONTRACTOR

Gwynne Cropsey, Co-Owner
ZunZun
P.O. Box 2951
Santa Cruz, CA 95063

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: _____
Thomas Pate, Interim General Manager
Solano County Water Agency

By: _____
Gwynne Cropsey, Co-Owner
ZunZun
P.O. Box 2951
Santa Cruz, CA 95063

EXHIBIT A
SCOPE OF SERVICES

Market, schedule, and present school assemblies to Solano County schools.

Update SCWA monthly with a schedule of performances;

Provide each school with an article for their parent newsletter to inform parents of the assembly and sponsorship of SCWA;

Provide each school with follow up activities containing California State Content Standards and pertaining to water conservation and watershed pollution prevention;

Provide a summary to SCWA showing number of assemblies, students reached, grade levels, and school names and locations;

Create an Annual Final Report that includes copies of all materials developed for the projects, an analysis of the audience reached, copies of any publicity generated by the project, and a summary of the feedback from teacher evaluation forms.

EXHIBIT B

RATE OF COMPENSATION

In consideration of Contractor's performance of these services, AGENCY agrees to pay \$1,150 per school when one or two assemblies are performed, and \$1500 when three assemblies are performed. The total cost of all assemblies shall not exceed \$35,000. An initial payment of \$15,000 is due by September 1, 2015; ZunZun will invoice for this amount on August 1, 2016. In the event that the Contractor does not complete all assemblies by June 30, 2016, AGENCY will receive a refund for any monies paid in excess of the prorated cost per assembly. All payments by AGENCY must be paid within 30 days of receipt of invoice.

Invoices. Contractor will submit invoices for all services performed. Contractor will not submit a second invoice until at least 10 assemblies have been delivered. Payments will be written to ZunZun.