

Name of Project: **Facilitation Services to Support SGMA Implementation**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

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

THIS AGREEMENT, **effective July 1, 2018**, 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 **Ag Innovations**, hereinafter referred to as "Contractor."

The Agency requires services for **Facilitation Services to Support SGMA Implementation**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

#### **1. SCOPE OF SERVICES**

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

#### **2. COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$114,604** 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, 2019**, 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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Joseph McIntyre, President  
Ag Innovations  
101 Morris St., Ste 212  
Sebastopol, CA 95472

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

Solano County Water Agency  
a Public Agency

By: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Joseph McIntyre,  
President

The proposed inter-agency coordination activities— focused on developing an MOU a series of organizing and GSA governance meetings—will support the local GSAs in development of the GSP.

### Ag Innovations' Work Plan

Below are the tasks and deliverables between June 1, 2018 - June 1, 2019. This workplan was guided by the grant application submitted by the Solano Subbasin in November 2017, and makes assumptions that the timeline proposed is accurate for the start of this project. We have organized the workplan in a way that maximizes the DWR funding.

**Who will lead and facilitate:** Joseph McIntyre and Genevieve Taylor will co-lead this project, to ensure effective redundancy and “bench strength” for this long project. When specified, both Joseph McIntyre and Genevieve Taylor as managing facilitators will co-facilitate. Otherwise, each will facilitate with the support of a recorder to ensure efficient turnover of meeting results. We propose bringing a team of two, a facilitator and recorder, to all meetings, and have proposed additional funds to provide that.

During public meetings, we propose to bring a team of three in order to effectively facilitate a large group.

TASK	DWR Deliverables	Solano County Water Agency Deliverables
TASK 1: Project initiation, including Initiation calls with stakeholders, roadmap planning, initial inter-agency coordination	Monthly Checkins with Project Leadership	<ul style="list-style-type: none"> <li>A. Initiation calls with stakeholders, roadmap planning, initial inter-agency coordination (Taylor/McIntyre)</li> <li>B. Project Coordination with project team (Taylor/McIntyre)</li> </ul>
<i>Lead: Taylor/McIntyre SCWA Subtotal: \$10,350</i>		
TASK 2: Facilitate meetings to refine the MOU between GSA Boards and engage GSA boards as in GSP development process	Not in scope	<p>September - December 2018</p> <ul style="list-style-type: none"> <li>A. Facilitate 1 kickoff meeting with GSA Boards to share a roadmap for MOU and GSP development</li> </ul> <p>December 2018 - May 2018</p> <ul style="list-style-type: none"> <li>B. Facilitate 5 meetings to further MOU development</li> </ul>
<i>Lead: McIntyre Subtotal: \$19,350</i>		
TASK 3: Facilitate the inter-agency meetings associated with the development of a	<p>June 2018 - March 2019</p> <p>Facilitate up to 5 GSA meetings</p>	<p>June- March 2018</p> <ul style="list-style-type: none"> <li>A. Support up to 5 GSA meetings with a recorder</li> </ul> <p>June 2018-June 2019</p>

May 24, 2018

Chris Lee  
Solano County Water Agency



RE: Scope of Work, Facilitation Services for Solano Groundwater Sustainability Plan Development

Dear Chris,

It is an honor to continue our work with the Solano County Water Agency (SCWA) and its sister Solano Subbasin GSAs to support the development of a Groundwater Sustainability Plan for the Solano Subbasin, can be utilized by Solano County Water Agency and its sister GSAs to bring the Water Budget in balance to 2015 levels by 2035.

In order for the Groundwater Sustainability Plan to have widespread support of other Groundwater Sustainability Agencies, stakeholders, and general public, it requires two parallel processes:

1. **Inter-agency coordination:** The convening of Solano GSAs to identify and implement an appropriate long-term governance approach for the GSP;
2. **Public stakeholder process:** The engagement of agricultural and landowner stakeholders, as well as the general public, to ensure that stakeholder concerns and interests are heard and to the extent possible included in the development of the GSP.

The CA Department of Water Resources (DWR) has awarded a work order for Ag Innovations to provide public outreach and facilitation services to the Solano Subbasin GSA in its role as a regional coordinator in implementation of SGMA in the Solano Subbasin and the larger Sacramento Valley Groundwater Basin. Facilitation support will help the GSAs in the Solano Subbasin provide stakeholders, the public, and others who are interested in sustainable groundwater management, the ability to engage and participate in the development and implementation of the GSP. Facilitation will also support collaboration between the GSAs in the Solano Subbasin towards development of a coordinated GSP(s). *This project provides for facilitation and coordination services that are beyond the scope of the DWR award.*

### Project Objectives

The purpose of these project objectives is to conduct a high-caliber process intended to support the development of a GSP that

1. supports the next phase of governance formation and GSA coordination,
2. develops a Groundwater Sustainability Plan, and
3. has a robust and transparent public engagement and outreach process.

The proposed public outreach activities - two public workshops and two webinars - will bolster the public stakeholder process currently supported by the DWR facilitation services award to ensure more robust stakeholder engagement in the GSP development process.

The proposed inter-agency coordination activities— focused on developing an MOU a series of organizing and GSA governance meetings—will support the local GSAs in development of the GSP.

### Ag Innovations' Work Plan

Below are the tasks and deliverables between June 1, 2018 - June 1, 2019. This workplan was guided by the grant application submitted by the Solano Subbasin in November 2017, and makes assumptions that the timeline proposed is accurate for the start of this project. We have organized the workplan in a way that maximizes the DWR funding.

**Who will lead and facilitate:** Joseph McIntyre and Genevieve Taylor will co-lead this project, to ensure effective redundancy and “bench strength” for this long project. When specified, both Joseph McIntyre and Genevieve Taylor as managing facilitators will co-facilitate. Otherwise, each will facilitate with the support of a recorder to ensure efficient turnover of meeting results. We propose bringing a team of two, a facilitator and recorder, to all meetings, and have proposed additional funds to provide that.

During public meetings, we propose to bring a team of three in order to effectively facilitate a large group.

TASK	DWR Deliverables	Solano County Water Agency Deliverables
TASK 1: Project initiation, including Initiation calls with stakeholders, roadmap planning, initial inter-agency coordination	Monthly Checkins with Project Leadership	A. Initiation calls with stakeholders, roadmap planning, initial inter-agency coordination (Taylor/McIntyre) B. Project Coordination with project team (Taylor/McIntyre)
<i>Lead: Taylor/McIntyre SCWA Subtotal: \$10,350</i>		
TASK 2: Facilitate meetings to refine the MOU between GSA Boards and engage GSA boards as in GSP development process	Not in scope	September - December 2018 A. Facilitate 1 kickoff meeting with GSA Boards to share a roadmap for MOU and GSP development December 2018 - May 2018 B. Facilitate 5 meetings to further MOU development
<i>Lead: McIntyre Subtotal: \$19,350</i>		
TASK 3: Facilitate the inter-agency meetings associated with the development of a	June 2018 - March 2019  Facilitate up to 5 GSA meetings	June- March 2018 A. Support up to 5 GSA meetings with a recorder  June 2018-June 2019



Groundwater Sustainability Plan, which will include GSA staff and designated consultants		B. Facilitate and record up to 3 additional GSA meetings
<i>Lead: Taylor Subtotal: \$17,550</i>		
TASK 4: Facilitate two broad public input meetings and two webinars	November 2018 - June 2019  Facilitate and record up to 3 public outreach meetings, with distribution of meeting highlights	November 2018 - June 2019 A. Facilitate and outreach for 1 additional webinar
<i>Lead: Taylor Subtotal: \$16,120</i>		
TASK 5: Coordinate and develop public communications	Not in scope	A. Generate public outreach support for public outreach meetings, including postcard development. B. Development of public communications and maintenance.
<i>Lead: Taylor Subtotal: \$24,840</i>		
TASK 6: Facilitate Solano GSA Meetings	Not in scope	A. Facilitate and record Solano GSA meetings 1/quarter.
<i>Lead: McIntyre/Taylor Subtotal: \$15,660</i>		
<i>Estimated Travel and Supplies: \$3,173.25</i>		
<b><i>TOTAL: \$114,603.25</i></b>		

### Our Responsibilities

Based on our conversations and understanding of the project, we will:

1. Clarifying meeting objectives with you, the project team, and key stakeholders.
2. Review appropriate topic material in preparation for this project.
3. Participate in all staff team calls and emails in preparation for meetings. This includes:
4. Developing an agenda for the event taking advantage of best practices for accomplishing the meeting objectives, the resources of the project team, and the talent and insight of the participants. We will create an agenda with detailed

facilitation/program directions that can be used as the basis for other necessary agendas including the public agenda.

5. Develop meeting records, including meeting highlights, that can be shared in appropriate settings.
6. Develop timely and appropriate text for website and email groups.

### Your Responsibilities

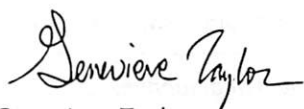
1. Meeting logistics including locating and securing the meeting site and providing for any desired meal/refreshment service.
2. Shared Printing participant materials for the event including agendas, handouts, reports or other background materials.
3. Coordinating audio-visual services and providing any projection or recording equipment as may be specified in the agenda.
4. Shared Recruiting of and coordination with speakers including management of logistics, collection of speaker presentation, and addressing specific speaker needs, except as noted above where we agree to contribute to this effort.
5. Handling on-site registration and hospitality.
6. Providing meeting specific materials such as nametags or handouts and facilitation materials as specified in the facilitation agenda we create.
7. Creating any desired visual or written record of the meeting.

### Fees and Payment

Ag Innovations agrees to provide the services described here for a fee of \$115,004.50. We will invoice monthly based on actual services delivered at the hourly rates specified in the attached budget.

Ag Innovations welcomes the opportunity to refine this proposal based on the input of SCWA and other GSAs.

Thank you for the opportunity,



Genevieve Taylor  
Co-Executive Director

*We have reviewed the work plan and fees and agree to engage Ag Innovations on this project.*

NAME	
TITLE	
SIGNATURE	
DATE	

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**EXHIBIT B**

**RATE OF COMPENSATION**



<i>Subtotal</i>	\$3,173	\$0	\$0	\$ 3,173.25
<i>Fees Total</i>	\$69,323	\$13,600	\$31,680	\$ 114,603.25
<i>(BILLING RATE)</i>	\$225	\$200	\$90	

Name of Project: **Nuisance Vegetation Management**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PESTICIDE APPLICATION SERVICES**

THIS AGREEMENT, **effective July 1, 2018** 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 \$38,192** 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, 2019** 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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

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

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

Solano County Water Agency  
a Public Agency

Agrichem Services, Inc.

By: \_\_\_\_\_  
Roland Sanford  
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 2018-19 is 390 acres @ \$74.00/ac or \$28,860. An additional \$8,000 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 2018-19 is 18 acres @ \$74.00/ac or \$1,332.

## **EXHIBIT B**

### **RATE OF COMPENSATION**

Ulatis and Green Valley Flood Control Projects herbicide consultation- \$74.00/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, 2018**, 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 \$38,500** for all work contemplated by this Agreement.

#### 3. METHOD OF PAYMENT

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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.



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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. 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. 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.

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 no additional charge and without restriction or limitation on their use.

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. *(Note: list any subcontractors here)*

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

Roland Sanford, 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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Mike Blankinship,  
President

**EXHIBIT A**

**SCOPE OF SERVICES**



1615 5<sup>th</sup> St., Suite A  
Davis, CA 95616  
(530) 757-0941  
www.h2osci.com

Alex Rabidoux  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

Via Email: [ARabidoux@scwa2.com](mailto:ARabidoux@scwa2.com)

April 12, 2018

**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 Alex,

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").

As required by the permit, the Agencies individually completed a Notice of Intent (NOI), 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.

To achieve compliance with the permit and allow for applications to be made during the 2018 weed abatement 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, if the Agency decides to herbicides containing these active ingredients, we will perform pre- and post-application assessments of the beneficial uses of receiving waters. Specifically, based on our field observations, the assessment will describe the extent to which the receiving water beneficial uses have been restored after applications 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 surface water samples for analysis 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 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 and not for the active ingredient.

Further note that if event and post event samples from six (6) treatments in one (1) year or spanning 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) consecutive applications of endothall with no compliance samples showing detections of endothall above applicable receiving water limitations. Since fulfilling this requirement, annual compliance sampling has been maintained with no receiving water limitation exceedances of endothall. Therefore, sampling requirements for endothall in RD2068 conveyances remains at one (1) sampling event in 2018.

For purposes of cost estimation, we assume that the Agencies will make glyphosate, endothall, and copper applications in 2018. 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: one (1) glyphosate applications.

MPWD has a SIP Section 5.3 exception for the use of acrolein or copper. We understand that MPWD may use copper as needed to control submersed aquatic vegetation, but does not intend to use acrolein. Accordingly, we assume that MPWD will make two (2) copper applications that require sampling.

### **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 data, compile 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.) Unless other arrangements are made, the Agencies are responsible for contacting us prior to an herbicide application.
- 3.) Clean Lakes Inc. or the selected contractor will conduct necessary sampling and analysis for PAK27<sup>®</sup> made to Campbell Lake; all data and sampling forms will be sent electronically to Blankinship & Associates within one (1) week of sampling or receiving analytical results.
- 4.) 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 5<sup>th</sup> of the month following aquatic herbicide application(s). If completed AHAL forms are not received by the 15<sup>th</sup> of the month, we will assume that no applications were made during the previous month.
- 5.) 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.
- 6.) **We are not responsible for and have no liability related to the District's use of aquatic herbicides or failure of the District to comply with the Permit, requirements of this proposal or other applicable laws and regulations.**
- 7.) If additional sampling other than that described above is required, a cost estimate will be prepared and authorization obtained prior to performing work.
- 8.) 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.
- 9.) SCWA is responsible for payment on behalf of all four (4) Agencies.
- 10.) Our scope is of a technical nature and we do not offer legal advice.
- 11.) 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 \$38,500 Refer to the Table below.

Member	Sampling Events	Amount
SCWA	1	\$8,900
Dixon RCD	1	\$7,500
MPWD	2	\$11,700
RD 2068	2	\$10,400
		<b>\$38,500</b>

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 1<sup>st</sup>. Refer to the table below:

Member	Monthly Invoice
SCWA	\$1,483.33
Dixon RCD	\$1,250.00
MPWD	\$1,950.00
RD 2068	\$1,733.33
<b>Total</b>	<b>\$6,416.66</b>

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)

## 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 12, 2018  
**Estimated Cost:** \$38,500  
**Retainer Amount:** \$2,000  
**Billing Method:** Monthly Average

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 10<sup>th</sup> 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,

Agreed: Client Initials: \_\_\_\_\_ / Consultant Initials: \_\_\_\_\_

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
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.

**Certificate of Merit.** The Client shall make no claim for professional negligence or breach of contract either directly or in a third party claim, against Consultant unless the Client has first provided Consultant with a written certification executed by an independent professional currently practicing in the same discipline as Consultant and licensed in the jurisdiction where the project is located. This certification shall be executed under penalty of perjury and, at a minimum, contain the following: a) the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the initiation of any arbitration or judicial proceedings.

**EXHIBIT B**

**RATE OF COMPENSATION**

**Blankinship & Associates, Inc.**  
**2018 Professional Services**  
**Fee Schedule**

<u>Staff Position</u>	<u>Rate (\$/Hour)</u>
Project Manager	195
Principal Engineer/Scientist	195
Senior Engineer/Scientist	175
Project Engineer/Scientist	155
Staff Engineer/Scientist	135
Assistant Engineer/Scientist	125
Associate Engineer/Scientist	105
Administrative Support	75

**Travel and Other Charges**

Time is charged at the rates stated above when traveling to and from the project location. Costs for travel (airfare, IRS-allowable mileage, tolls, per diem, etc.) and outside services and expenses (analytical/geotechnical laboratory, courier, etc.) are charged at cost +15%.

**Expert Witness, Deposition and Other Legal Support Services**

Principal time charged at \$275/Hour.

**Invoice Terms**

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

Name of Project: **Wetland Construction**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

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

THIS AGREEMENT, **effective July 1, 2018**, 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 **Broadbent**, hereinafter referred to as "Contractor."

The Agency requires services for **Wetland Construction**; 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 **Wetland Construction**, 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, 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, 2019** 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, 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. 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.

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 no additional charge and without restriction or limitation on their use.

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. (*Note: list any subcontractors here*)

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.

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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688  
(707) 455-1100

CONTRACTOR

Broadbent  
865 Cotting Lane, Suite C  
Vacaville, CA 95688  
(707) 455-7295

-----  
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

Broadbent

By: \_\_\_\_\_  
Roland Sanford  
General Manager

By: \_\_\_\_\_  
Travis Peterson  
Senior Scientist/Office Manager

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

**Scope of Work:**

Coordination with U.S. Army Corps of Engineers to obtain 404 and 408 permits for LPCCC projects.

**Deliverables:**

Contractor will arrange pre-application meeting, site visits and draft 404 and 408 permit applications for shovel ready projects. Contractor will prepare meeting notes of all communications and coordinate closely with Solano County Water Agency staff.

## EXHIBIT B

### BUDGET

Item	Rate	Units	Cost
<b>Labor</b>			
Lisa Stallings	\$155/hr	185	\$ 27,675
<b>Direct Costs</b>			
Mileage (federal rate)	\$0.54/mile	4,534	\$ 1,322
Postage			\$ 500
Supplies at cost with receipts			\$ 503
<b>Total</b>			<b>\$ 30,000</b>

**SOLANO COUNTY WATER AGENCY**  
**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 4

CONTRACTOR: Clean Tech Advocates

EFFECTIVE DATE: July 1, 2018

PROJECT: Governmental Advocacy and Consulting

DESCRIPTION OF AMENDMENT:

1. Increase contract amount by \$110,000 from \$219,000 to \$329,000
2. Extend term of contract to June 30, 2019

SIGNATURES:

Solano County Water Agency,  
A Public Agency

By: \_\_\_\_\_  
Roland Sanford, General Manager  
Solano County Water Agency

By: \_\_\_\_\_  
Clean Tech Advocates  
Consultant

Name of Project: **LPCCC Riparian Vegetation Studies**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

(Professional Services/Professional Liability/no General Liability no Auto)

THIS AGREEMENT, **effective July 1, 2018**, 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 Craig Thomsen hereinafter referred to as "Contractor."

The Agency requires services for **LPCCC Riparian Vegetation Studies**; 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 **LPCCC Riparian Vegetation Studies**, 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 \$80,000** 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, 2020** 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, 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. 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*)

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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688  
707.455.1100

CONTRACTOR

Craig Thomsen  
2507 Overhill Lane  
Davis, CA 95616  
530.848.8414

-----  
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

Contractor

By: \_\_\_\_\_  
Roland Sanford  
General Manager

By: \_\_\_\_\_  
Craig Thomsen

AG-T-2.Thomsen.LPCCC Riparian Vegetation Studies

## **EXHIBIT A**

**Craig D. Thomsen, M.S.**  
**Natural Resource Management**  
Certified Rangeland Manager #49  
2507 Overhill Lane  
Davis, CA 95616  
(530) 848-8414 (cell)  
cdthomsen@ucdavis.edu

### **LPCCC Riparian Vegetation Studies**

At the direction of the Streamkeeper:

- 40% Conduct site inventories to determine extent of disturbance, on-site native vegetation, invasive plants, passive recovery potential, and actions that will be needed to enhance the disturbed riparian zone.
- 10% Clarify site goals and establish revegetation and invasive plant management objectives.
- 10% Provide landowner with information—experience-based and documents—and a range of management options to assist with decision making for project planning and implementation.
- 15% Develop a site-specific adaptive management plan that is consistent with his/her goals, SCWA interests, and our understanding of the riparian zone. The plan will address stewardship issues, provide revegetation recommendations and weed management options, and implementation timelines.
- 5% Generate lists of plants for targeted production at the LPCCC native plant nursery.
- 10% Develop a site-specific monitoring plan to insure that the work achieves its intended outcomes. If outcomes deviate from anticipated expectations, propose adjustments in management to improve revegetation success, passive plant recovery, and weed control efforts.
- 10% Maintain communication with SCWA staff to insure they are in full agreement with the work and available to assist with plantings, plant protection, weed control, and supplying equipment as needed.

## **EXHIBIT B**

### **RATE OF COMPENSATION**

Labor	\$125.00
Mileage	at federal rate
Supplies	at cost with original receipts

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, 2018**, 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 **Eyasco 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 \$303,760** 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, 2019** 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. 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. 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.

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 no additional charge and without restriction or limitation on their use.

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. *(Note: list any subcontractors here)*

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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Jeff Schuyler, President  
Eyasco Inc.  
25 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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Jeff Schuyler,  
President

## EXHIBIT A

10/1/80

### SCOPE OF SERVICES

The following is a description of the scope of services to be provided by the contractor under the terms of the contract.

#### 1.0 General

#### 2.0 Scope

The contractor shall provide the following services:

- 1.1. Design and construction of the project.
- 1.2. Construction of the project.
- 1.3. Operation and maintenance of the project.

The contractor shall also provide the following services:

- 2.1. Design and construction of the project.
- 2.2. Construction of the project.
- 2.3. Operation and maintenance of the project.

#### 3.0 Schedule

#### 4.0 Budget

The contractor shall provide the following services:

- 3.1. Design and construction of the project.
- 3.2. Construction of the project.
- 3.3. Operation and maintenance of the project.



April 10, 2018  
Proposal 6-18-1864

Mr. Chris Lee  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

Subject: 2018/2019 Budget and Scope

Dear Mr. Lee,

The purpose of this letter is to present our scope of work and cost estimate for fiscal year 2018/2019. 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 2017/2018 Summary**

Tasks completed or are nearing completion, including:

- Created Laboratory Data Analysis and Report (LADR) Web-based interface
- Continued support for SCADA upgrades
- Installed real-time display at Sweeney Check for canal operations
- Continued maintenance of the Water Accounting Database
- Add log-in history tracking with e-mail notification for unsuccessful attempts
- Enhance rating curve tool to allow power curves in addition to polynomials
- Upgrades to Merlin Enterprise including:
  - a. Added support for Login History and Login Alerts.
  - b. Enhanced error trapping in Write to Log routines.
  - c. Enhancements to Notifications processes.
  - d. Corrected bug in Merlin Chart Service.
  - e. Enhanced archive files routine to eliminate multiple processes running at the same time.
  - f. Enhanced Alarm Types update to ensure changes are available to all client operations.
  - g. Added required 'Event Min/Max DateTime' Metadata Types.
  - h. Added routines to ensure required Metadata Types are automatically created for new Measurement Types or when a new Metadata Type is created.
  - i. Modified Effective/Discontinue drop-downs in Import and Export forms to use new 'Event Min/Max DateTime' values.
  - j. Corrected bug in 'Overwrite Existing Events' option/process on data import.
  - k. Enhancements to data grids to help ensure the active row is maintained after sort and group functions.
  - l. Modified display of Auto Chart to use data stream from Chart Service. This will solve inability to display chart when the server folder containing the chart file cannot be 'seen' by client.
  - m. Enhanced Alarm Types color coding in reports and Alarms Gizmo to display white text on dark backgrounds instead of always displaying black text.
  - n. Corrected error in Tools, Setup, General where changes were not always being saved.

**125 Hangar Way, Suite 290, Watsonville, CA 95076 PH: 831 687 0186 FX: 866-335-2084**

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- o. Modified Threshold to display/save a default discontinue date of 12/31/9998 (instead of 1/1/2099).
- p. Enhancements to Data Services.
- q. Modified Station Data Type dropdowns to display only supported import data types. The File Service will now show any active unsupported Station Data Type status as False or Off.
- r. Corrected validation error in Thresholds save process.
- s. Added functionality to import Rubicon File Format data. Added 'Tag Map' table and grid to configure tagged data to Merlin Type IDs. Added the 'File Type' to search for in the Station Data Types table.

### **Proposed Fiscal 2018/2019 Scope**

This fiscal year saw the beginning of defining a scope for the future of the SCWA Industrial Control System (ICS). We anticipate more of our efforts for fiscal 2017/2018 will be directed toward expanding and improving monitoring systems along Putah Canal. These improvements will include adding modems to some check stations, adding gate position sensors, sharing data with other canal stations (for example upstream and downstream flow measurements) and adding HMI displays for real-time observation of measured values. For this reason we have renamed the "General Support" category to "General ICS Support" to reflect focus on monitoring systems, network security and integration of new sensors and real-time displays.

The tasks identified in our 2017/2018 scope of work include:

1. Public Web Enhancements – Continued support for SCWA public web sites.
  - a. Enhanced graphing with user selectable options
2. Database and Report Support– Manage and improve data collection and consolidation methods and services including:
  - a. Integration of manual data readings supplied by SCWA staff.
  - b. Implementation of rating curve tool to manage updates and track historical changes.
  - c. Improve import for water quality data (NBA) and upgrades to the Laboratory Analysis database.
  - d. Development of new reports including more detailed monthly, quarterly or yearly water quality summary reports.
3. Merlin Enterprise Enhancements and Support – Continue to provide enhancements and support as-needed.
  - a. Modifying Merlin Enterprise client connections for cross domain connections
4. SCADA Network Support – Provide technical support for network infrastructure, data telemetry, programming or configuration to assist moving SCWA automated monitoring and control systems to a dedicated SCADA network. Hours have been added to support the following specific tasks:
  - a. SCADA network implementation design and support
  - b. Adding security protocols to remote connections to measurement and control systems
  - c. Transitioning from public to virtual private network for cellular communications
  - d. Integrating HMI into SCWA SCADA network

5. Dam and Canal Operations Development and Support – Improvements of hardware and software used at Solano Dam Headworks, PDO and Putah Canal in support of water operations. This includes:
- a. Canal automation design support, programming and installation
  - b. Enhancements of real-time data collection and display in PDO office
  - c. Integration of rating curves into check controllers for real-time flow measurements
  - d. Improved security for implementation of remote access to headworks controller panel
6. Project Management – Task coordination, on-site meetings not included in the above tasks, budget tracking, and all travel time to and from SCWA offices.

**Cost Estimate**

Eyasco's 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 \$303,760.

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

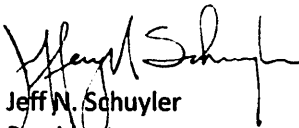
  
Jeff N. Schuyler  
President

TABLE 1 2018/2019 Budget Estimate					
Item	Task	Hours	Rate	Expense	Amount
<b>1</b>	<b>Public Web Enhancements</b>	<b>135</b>			<b>\$ 20,400</b>
a	Principal	15	200.00		3000
c	Senior Programmer	40	165.00		6600
d	Application Programmer	80	135.00		10800
<b>2</b>	<b>Database and Report Support</b>	<b>520</b>			<b>\$ 73,200</b>
a	Principal	40	200.00		8000
c	Senior Programmer	100	165.00		16500
d	Application Programmer	340	135.00		45900
h	Clerical	40	70.00		2800
<b>3</b>	<b>Merlin Enterprise Enhancements and Support</b>	<b>320</b>			<b>\$ 63,900</b>
a	Principal	200	200.00		40000
c	Senior Programmer	40	165.00		6600
d	Application Programmer	80	135.00		10800
i	Other	0	0.00	6500①	6500
<b>4</b>	<b>SCADA Network Support</b>	<b>250</b>			<b>\$ 52,200</b>
a	Principal	100	200.00		20000
c	Senior Programmer	40	165.00		6600
f	Project Engineer	40	120.00		4800
g	Technician	40	100.00		4000
h	Travel	30	60.00		1800
i	Other	0	0.00	15000②	15000
<b>5</b>	<b>Dam and Canal Operations Support</b>	<b>450</b>			<b>\$ 76,100</b>
a	Principal	150	200.00		30000
d	Application Programmer	20	135.00		2700
f	Project Engineer	100	120.00		12000
g	Technician	140	100.00		14000
h	Travel	40	60.00		2400
i	Other	0	0.00	15000②	15000
<b>6</b>	<b>Project Management</b>	<b>118</b>			<b>\$ 17,960</b>
a	Principal	40	200.00		8000
f	Project Engineer	18	120.00		2160
h	Clerical	60	70.00		4200
i	Other	0	0.00	3600③	3600
		<b>1,793</b>	<b>TOTAL</b>		<b>\$ 303,760.00</b>

## NOTES:

1. Software license: SiteHawk maps, MerlinMobile, Nevron SSRS
2. Placeholder for miscellaneous hardware purchases and travel expenses
3. Travel and Misc. Costs

**EXHIBIT B**  
**RATE OF COMPENSATION**





## **2018 Billing Rates**

The labor rates and other direct costs shown here are Eyasco's published billing rates for 2018. They apply to all time-and-materials contracts.

### **General Labor Rates**

<i>Principal</i>	<i>\$200/hr</i>
<i>Software Architect</i>	<i>\$180/hr</i>
<i>Senior Programmer</i>	<i>\$165/hr</i>
<i>Application Programmer</i>	<i>\$135/hr</i>
<i>Junior Programmer</i>	<i>\$100/hr</i>
<i>Project Engineer</i>	<i>\$120/hr</i>
<i>Engineering Technician</i>	<i>\$100/hr</i>
<i>Clerical, Drafting</i>	<i>\$70/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>

## Solano County Water Agency Funding Request: Integration of BasinScout Approach

May 18, 2018

The Freshwater Trust (TFT) is requesting funding to apply innovative visualization and planning tools to support groundwater management and to improve both surface and groundwater quantity and quality in the Solano subbasin. These tools allow: (1) Solano County Water Agency (SCWA), the Groundwater Sustainability Agency (GSA), and local government to assess the how to target groundwater management, including potential locations and water supply benefits of directed groundwater infiltration and stormwater capture; (2) the primary users of groundwater in the subbasin, agricultural producers, to estimate the benefits and costs of specific practices at the parcel-level; and, (3) planners and the public to better understand how minor changes to land management can lead to large benefits or potential risks to the subbasin's sustainability.

TFT recently supported SCWA in the development of its successful Proposition 1 Groundwater Sustainability Planning Grant. TFT provided these services at no cost due to the significant benefits to groundwater and surface water that can result from establishing the Solano subbasin as a Sustainable Groundwater Management Act (SGMA) leader. The tools, services, and expertise TFT can contribute to SCWA for its own planning and for the Groundwater Sustainability Plan (GSP) development process are intended to serve as a model for other subbasins.

SCWA has a proven track record of collaboration and support of sustainability practices. This history is part of the reason TFT has selected this subbasin as a programmatic priority to show how collaborative planning and targeted science can not only lead to better conservation approaches for managing supply limitations and droughts, but can also improve the water balance so that there is more water available through capture of rainfall and stormwater. The subbasin has already proven that it can manage surface water and groundwater conjunctively through the Solano Project; TFT is proposing to provide visualization and scenario planning tools that are optimized for the subbasin, and show how implementation of agricultural land and water management practices can optimize those benefits, as well as to engage in stakeholder outreach to maximize the utility of these tools to the GSA and producers.

The Natural Resource Conservation Service (NRCS) has awarded two Conservation Innovation Grants (CIGs) to TFT for the development of BasinScout, a methodology that assesses how different agricultural practices can support water supply and the environment. *Most importantly, the outputs of this analysis can be used to demonstrate to stakeholders that sustainable groundwater management in the Solano subbasin need not be a zero-sum game.* With strategic planning, we can better understand and manage these critical freshwater resources to ensure both the greatest flexibility for agriculture and the long-term availability of water for ecosystems and human uses.

### Task 1. Water Use Visualization

Water budget information developed by other partners under the Proposition 1 grant will guide the development of sustainability criteria and will help inform the development of the sustainability goals—defining undesirable results, setting minimum thresholds and measurable objectives, and establishing interim milestones, as needed. This information will be integrated into BasinScout to

<b>Task 3 Stakeholder Outreach</b>	<b>Rate</b>	<b>Total</b>
40	\$ 175.00	\$ 23,625.00
	\$ 145.00	\$ 13,775.00
	\$ 105.00	\$ 19,950.00
40	\$ 105.00	\$ 67,200.00
	\$ 100.00	\$ 25,000.00
	\$ 75.00	\$ 2,625.00
<hr/>		
\$ 2,860.00		\$ 11,625.00
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		\$ 170,800.00

<b>2020FY</b>	<b>TOTAL</b>
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allow users to see how those thresholds relate to existing agricultural water uses, and what practices might be needed to ensure that those thresholds are not exceeded.

### **Task 2. Surface Activity Water Budget and Root Zone Model Development**

In order to optimize BasinScout for the Solano subbasin, in support of the water budget completed by other partners under the Proposition 1 grant, a surface activity water budget and root zone model will be developed. This will provide quantifiable information about the available shallow water table, generalized demand, and the amount of water that is applied (surface water diverted and/or groundwater pumped), evaporated, transpired, and allowed to seep into the subsurface as deep percolation (or groundwater recharge). This includes quantification of agricultural water use and demand through assessment of existing irrigation infrastructure, crop choice and rotation, and crop evapotranspiration.

### **Task 3. Agricultural Project Optimization**

The Solano GSP-specific BasinScout will be optimized to identify the location and timing of a sample of local on-farm projects, including but not limited to changes to irrigation, flooding, or cropping practices. The optimization will prioritize both the achievement of measurable objectives and maximization of agricultural productivity. Optimized improvements to agricultural management that are tracked and accounted for across the Solano subbasin will support increased flexibility at the farm-scale, while ensuring overall consistency with groundwater sustainability requirements at the subbasin-scale. This integration and optimization work includes additional data aggregation, modeling, mapping, and analyses needed to create data-driven action plans for the subbasin.



## Deliverables, Scope, and Budget

TFT will leverage the existing CIG efforts and tailor it to a Solano County-wide analyses and administrative systems development to achieve the outcomes described above. The deliverables associated with these outcomes are:

- (1) A decision-support tool for the prioritization and implementation of agricultural best management practices to achieve groundwater benefits for the subbasin, and
- (2) An associated program management, tracking, and reporting platform for the Solano subbasin.

The results of agricultural management action prioritization and optimization analyses will result in multiple potential pathways for implementation at the field scale. The tasks below represent the translation of analytical results into initial on-farm planning and actions, as well as the development of a suite of web-based products for the Solano subbasin, including a decision support tool and a platform for project management and outcome tracking and reporting.

The below scope outlines tasks that are *in addition to* TFT's planned work in Solano County funded by NRCS CIGs, and represents efforts that will integrate this work with the groundwater monitoring, aquifer analyses, stakeholder outreach, and other aspects of the tool refinement. See the attached budget spreadsheet for more detailed costs.

### Task 1: BasinScout Optimization

Year 1, Q1 through Y2, Q1

Cost: \$126,530

Additional data aggregation, modeling, mapping, and analyses needed to create data-driven, Management Area-specific action plans.

- Incorporate the subbasin data into BasinScout datasets.
- Develop baseline management conditions, including current field-specific cropping, irrigation, and management practices.
- Incorporate stakeholder input collected during outreach meetings into prioritization methodology, including location-specific crop, management, feasibility, and cost data.
- Review groundwater monitoring (baseline) data. Compare groundwater differences among among baseline management actions, for BasinScout model calibration.
- Summarize BasinScout prioritization results, e.g., overall potential for ground water replenishment, total potential reduction in nitrogen runoff, etc. These data will be used in optimization analyses below.
- Assess groundwater modeling results for metrics appropriate for BasinScout optimization scenarios (e.g., potential annual increase in groundwater storage).
- Develop subbasin-specific optimization scenarios, based on groundwater goals, cost constraints, etc.
- Apply optimization tool to target site-specific management actions that will maximize groundwater benefits and agricultural production given monetary and other constraints.
- Evaluate outcomes of a sample series of optimization model runs for general applicability and feasibility.
- Prepare results of optimization analyses for presentation to internal project team.

<b>Task 3 Stakeholder Outreach</b>	<b>Rate</b>	<b>Total</b>
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The  
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Erik Ringelberg  
California Director  
916.668.7354  
[erik@thefreshwatertrust.org](mailto:erik@thefreshwatertrust.org)



- Attend an estimated maximum ten internal data or analytical-based meetings between TFT, SWCA, and associated subcontractors (includes direct travel costs).

Additional project management activities, including travel costs, are included in Task 1 costs.

## **Task 2: Implementation, Tracking, and Reporting**

*Year 2, Q1 through Y3, Q4*

**Cost: \$30,210**

Translation of analytical results into initial on-farm planning and actions and the development of a suite of web-based products for the Solano subbasin, including a SGMA-specific decision support tool and a platform for project management and outcome tracking and reporting.

- Develop schedules for project implementation
- Align project reporting and tracking metrics of web-based tools.
- Customize the existing web-based decision-support and program tracking interface to Solano subbasin needs (costs include subcontracting to web developer).
- Consult on potential project implementation (assistance with early project implementation based on TFT's previous experience with agricultural BMP program management).
- Analyze shallow field-scale well monitoring data after implementation of initial projects to calibrate implementation plan and future modeling efforts (up to 8 wells).

## **Task 3: Stakeholder Outreach**

*Year 1, Q3 through Y3, Q2*

**Cost: \$15,060**

TFT will lead up to 3 external meetings with stakeholders and landowners to discuss the analytical and systems development steps listed below. Feedback during these meetings will be key to maximizing the applicability of analytical results to GSP implementation and the relevance of web-based tools to potential users.

- Receive feedback on assumptions and methods of BasinScout methodology and site-specific prioritization of management actions.
- Relate BasinScout scenario building and model results to current practices and potential regulatory requirements.
- Review potential implementation feasibility and schedule.
- Demonstrate web-based program tracking and reporting systems. Facilitate workshop to develop additional tool features to maximize utility.

Costs include meeting preparation, outreach material development, and staff travel. Meetings with internal and external on the same topic will be held sequentially to minimize travel and meeting preparation costs.

### Deliverables:

The primary deliverable for StreamBank optimization is a: Customized Solano-subbasin analytical platform and user access to The Freshwater Trust's suite of web platforms for decision support, including (1) BasinScout®, a landscape-scale prioritization tool for program planning, and (2) StreamBank®, a program tracking and administration tool for BMP implementation.

### Timeline for proposed scope of work

Month	Y1 Q1	Y1 Q2	Y1 Q3	Y1 Q4	Y2 Q1	Y2 Q2	Y2 Q3	Y2 Q4	Y3 Q1	Y3 Q2	Y3 Q3	Y3 Q4
Optimization of BasinScout												
Implementation, Tracking, and Reporting												
Stakeholder Outreach												

**Total Estimated Cost: \$170,800**

### Contact

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[erik@thefreshwatertrust.org](mailto:erik@thefreshwatertrust.org)



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<b>Task 3 Stakeholder Outreach</b>	<b>Rate</b>	<b>Total</b>
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\$ -	\$ 126,530.00
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\$ 170,800.00	

**Solano County GSP The Freshwater Trust Budget Breakdown**

<b>Staff</b>	<b>Task and Hours</b>	
	<b>Task 1 BasinScout Optimization</b>	<b>Task 2 Implementation, Tracking, and Reporting</b>
Senior Director (2 staff)	95	
Director	95	
Data Analyst	190	
Ecosystem Services Analyst (3 staff)	480	120
GIS Analyst	150	100
Communications/Editing	35	
Direct Expenses	\$ 8,155.00	\$ 610.00
Sub-Contractor	\$ -	\$ 7,000.00
<b>Sub-Total</b>	<b>\$ 126,530.00</b>	<b>\$ 30,210.00</b>
<b>TOTAL</b>		

<b>Task/Year</b>	<b>2018FY</b>	<b>2019FY</b>
<b>Task 1 BasinScout Optimization</b>		
	\$ 85,530.00	\$ 41,000.00
<b>Task 2 Implementation, Tracking, and Reporting</b>		
	\$ -	\$ 15,105.00
<b>Task 3 Stakeholder Outreach</b>		
	\$ -	\$ 7,030.00
<b>TOTAL</b>		

Task 3 Stakeholder Outreach	Rate	Total
40	\$ 175.00	\$ 23,625.00
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# The Freshwater Trust®

Changing the course  
of conservation.

The Freshwater Trust is a  
501(c)(3) not-for-profit organization  
that actively works to preserve  
and restore our freshwater ecosystems.

## 2018 Billing Rate Sheet

<b>Senior Directors</b>	<b>\$175 per hour</b>
<b>Directors</b>	<b>\$145 per hour</b>
<b>Policy Specialist*</b>	<b>\$135 per hour</b>
<b>Project Manager</b>	<b>\$125 per hour</b>
<b>Ecosystem Services Analyst</b>	<b>\$105 per hour</b>
<b>GIS Analyst</b>	<b>\$100 per hour</b>
<b>Monitoring/Field Staff</b>	<b>\$80 per hour</b>
<b>Communications/Design</b>	<b>\$75 per hour</b>
<b>Field Technician</b>	<b>\$70 per hour</b>
<b>Invoice/Administration</b>	<b>\$55 per hour</b>

\*While some of The Freshwater Trust's policy specialists are licensed attorneys, The Freshwater Trust only provides policy analysis and not legal advice to its clients. If you are seeking legal advice then we suggest that you engage professional counsel.

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

**SOLANO COUNTY WATER AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective July 1, 2018** 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 \$125,000** 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, 2019** as directed 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, 2019** 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,**



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

**SOLANO COUNTY WATER AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective July 1, 2018** 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 \$125,000** 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, 2019** as directed by the Agency.

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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,

## 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

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

**SOLANO COUNTY WATER AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective July 1, 2018** 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 \$125,000** 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, 2019** as directed by the Agency.

**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.

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*(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.

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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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Vijay Kumar, Vice President  
Jacobs Engineering Group, Inc.  
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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Vijay Kumar,  
Vice President

## EXHIBIT A

### SCOPE OF SERVICES

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 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

Roland Sanford, 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: \_\_\_\_\_  
Roland Sanford, General Manager  
Solano County Water Agency

By: \_\_\_\_\_  
Theodore B. Whiton, P.E.  
Managing Principal

## EXHIBIT A

### SCOPE OF SERVICES

- A. GHD 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. Administer the Solano CII Water Savings Incentive Program
- D. Contact the various Solano County restaurants and other commercial food establishments to determine interest in water efficiency programs.
- E. 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
- F. Conduct CII water use efficiency surveys.
- G. Develop data management system compatible with City software needs.
- H. Develop a unified message and marketing plan and present to SCWA for approval.
- I. Present the results of the development and implementation of the CII water conservation program to the Urban Water Conservation Committee.

**EXHIBIT B**  
**RATE OF COMPENSATION**

**FEE SCHEDULE**  
(Effective July 2016)

**Hourly Rates (\*)**

Principal Professional	\$205 - 270
Senior Professional	\$160 - 205
Professional	\$ 90 - 160
Principal Technical Officer	\$140 - 170
Senior Technical Officer	\$115 - 140
Technical Officer / Drafting	\$ 75 - 115
Senior Administrative Officer	\$125 - 180
Administrative Officer	\$ 70 - 125
Senior Service Group Support	\$125 - 180
Service Group Support	\$ 70 - 125
Construction Manager	\$210 - 230
Senior Site Engineer	\$125 - 180
Site Engineer	\$ 85 - 125
Senior Inspector	\$125 - 180
Inspector	\$ 85 - 125
Survey	\$ 60 - 180

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, times spend 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 a 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:

Office Consumables	\$ 6.00/hr
Environmental Dept/Construction Inspection consumables	\$11.00/hr
Survey Field consumables	\$15.00/hr
Various Environmental, Construction and Land Survey 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 assess a service charge of one and one half (1.5) percent per month.

(\*) These rates do not apply to forensic-related services, or to work for which Prevailing Wage obligations exist. It is the responsibility of the client to notify GHD Inc. in writing if Prevailing Wage obligations are applicable, in which case the fees will be adjusted proportionate to the increase in labor costs.

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

**SOLANO COUNTY WATER AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective July 1, 2018**, 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, 2019** 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

Roland Sanford, General Manager  
Solano County Water Agency

CONTRACTOR

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: \_\_\_\_\_  
Roland Sanford, 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 and middle schools.
- Task 2. Provide a final summary report.
- Task 3. Provide consulting services as needed for Solano water conservation and public outreach/education efforts.
- Task 3. The terms for performance of this contract are for the fiscal year July 1, 2018 through June 30, 2019.

## **EXHIBIT B**

### **RATE OF COMPENSATION**

<b>Title</b>	<b>Personnel</b>	<b>Rate/Hour</b>
Project Manager/Principal(s)	Christine Kohn	\$140
Graphic/Web Designer	Chris Guzman	\$105
Project Coordinator	Chris Perry	\$70

### **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: **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, 2018**, 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 **Jacobs Engineering Group, Inc.**, 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 \$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, 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, 2019** 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,**

# 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 2018.

## 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 2017.*
- *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**

**FY 2018/19**

<b>Task</b>	<b>Franck</b>	<b>Burrell</b>	<b>Planner 1</b>	<b>Bio/QA</b>	<b>Pubs/Admin</b>	<b>Total</b>
Task 1: Agency Coordination, Admin, Quality Assurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2: Additional Deliverables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3: First Administrative Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4: Second Administrative Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5: Draft EIS/EIR	\$ 5,000	\$ 5,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 20,000
Task 6: Response to Comments	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 20,000
Task 7: Administrative Final EIS/EIR	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 7,500
Task 8: Final EIS/EIR	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 7,500
Task 9: Public Meetings	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ -	\$ 5,000
Summary	\$ 12,500	\$ 15,000	\$ 15,000	\$ 7,500	\$ 10,000	\$ 60,000

## **Exhibit B**

### **Jacobs Professionals and Technicians\* 2018 Hourly Billing Rates\*\***

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

#### **Notes:**

\* includes engineering, consulting, planner and scientist disciplines

\*\*These rates are effective January 1, 2018 through December 31, 2018

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: **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, 2018**, 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 \$420,000** 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, 2019, 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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Rob McCann, 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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Ron McCann,  
Chief Executive Officer

## EXHIBIT A

### SCOPE OF SERVICES

The following services shall be provided by the Contractor to the Client:

1. Design and construction of the project.
2. Procurement of materials and labor.
3. Construction of the project.
4. Maintenance of the project.
5. Completion of the project.

The Contractor shall be responsible for the design, construction, and maintenance of the project. The Contractor shall also be responsible for the procurement of materials and labor. The Contractor shall be responsible for the completion of the project.

The Contractor shall be responsible for the design, construction, and maintenance of the project. The Contractor shall also be responsible for the procurement of materials and labor. The Contractor shall be responsible for the completion of the project.

The Contractor shall be responsible for the design, construction, and maintenance of the project. The Contractor shall also be responsible for the procurement of materials and labor. The Contractor shall be responsible for the completion of the project.



BERKELEY  
CARLSBAD  
FRESNO  
IRVINE  
PALM SPRINGS  
POINT RICHMOND  
RIVERSIDE  
ROSEVILLE  
SAN LUIS OBISPO

April 24, 2018

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

Subject: Solano HCP 2018-2019 Scope and Budget

Dear Chris:

Attached is proposed scope and budget for the Solano HCP approval and implementation actions. Attachment 1 provides a summary description of the proposed work tasks, assumptions, and task cost.

Tasks for 2018-2019 assume we will have received and incorporated all final agency comments on the September 2016 Administrative Public Draft HCP but that actual publication of the public Draft HCP will occur by late fall of 2018 with a final HCP approval in April 2019. Work for the upcoming year focuses on tasks associated with finalizing the HCP for approval, steps for implementation of the HCP, and integration with the U.S. Army Corps of Engineers and State Water Resources Control Board regulatory programs. We have also included budget for coordination and documentation for the King Ranch conservation easement and evaluation of opportunities for mitigation on Peterson Ranch and other potential properties of interest.

Overall we request a budget of \$420,000. This represents a greater level of effort as 2017-2018 with the primary additional effort related to activities related to quantifying the mitigation options and potential revenue for Peterson Ranch to recoup property acquisition costs.

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

Sincerely,

LSA Associates, Inc.

Steve Foreman  
Principal/Wildlife Biologist

## ATTACHMENT 1

### SOLANO HCP BUDGET JULY 1, 2016 TO JUNE 30, 2017

#### 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: \$20,000
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: \$10,000
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: \$10,000
4. *Final HCP Edits and Production*: This task will be to complete USFWS requested revisions/comments on the current draft, incorporate comments on the public draft HCP, and produce the final HCP. This task includes preparation of one complete camera ready copy; this scope does not include reproduction of hard copies of the HCP.  
  
Budget: \$40,000
5. *HCP Implementation Training*: This task facilitates implementation of the HCP once it is approved. Work includes updating current draft implementation handbooks for each applicant based on the Final HCP. The main effort for 2017-2018 will be to add additional functionality to

track habitat loss/gain to Solano HCP Geobrowser. The objective will be develop an online system for Plan participants to enter habitat impact and mitigation information for individual projects into internet/web-based forms in the geotracker. This data will be stored in a PostgreSQL (relational) database with PostGIS enabled (a spatial database extension). Boundaries for impact and mitigation projects will be able to be uploaded to the geotracker by LSA. Once project data has been entered into the geotracker, the database will be able to produce Plan Area summary data for use in SCWA's annual reporting.

We also include budget for ongoing maintenance of Geobrowser. Anticipated routine maintenance activities involve minor corrections or updates to data layers and may involve moderate changes to data queries and reporting functions if HCP measures change. Maintenance for this year will not involve replacing the parcel layer currently in use in the geobrowser with an updated version.

Work tasks include training for Plan Participants.

Budget: \$40,000 for tracking and reporting program; \$15,000 for maintenance; Training for \$25,000; Total = \$80,000

6. *HCP EIR/EIS Coordination*: We assume CH2M Hill will request LSA involvement and coordination for the responses to comments for the Final EIR/EIS. This task is designed to track and cover these activities.

Budget: \$10,000

7. *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. A permit application has been submitted. We anticipate CDFW will have questions and the application will need to be revised to incorporate any final round of comments from the CDFW.

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 CDFW.

Budget: \$ 25,000

8. *Regional General Permit (RGP) for Operation and Maintenance (O&M) Activities*: The RGP is largely ready for issuance implementation. The primary remaining task is to process the application to the State Board for the 401 certification.

Budget: \$ 10,000



9. *Letter of Permission (LOP) or RGP 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 or RGP 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.
  - **HCP/Corps Mitigation Ratios.** LSA will continue to work with Corps and Regional Board to ensure HCP mitigation ratios adequately satisfy the Corps new procedures for mitigation ratio determination (e.g., BAMl procedures).
  - **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.
  - **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.

Budget: \$ 65,000

10. *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: \$ 8,000

*King-Swett Ranches Conservation Easements:* This task involves the continued work to finalize the necessary documents in cooperation with the Solano Land Trust and PG&E to establish conservation easements on the King Ranch. This includes preparation of a Conservation Easement Baseline Report.

Budget: \$ 20,000

11. *Mitigation Lands Evaluation:* LSA will evaluate the suitability of sites for potential acquisition by SCWA for fulfilling HCP mitigation requirements. LSA will evaluate the suitability of sites for potential acquisition by SCWA for fulfilling HCP mitigation requirements. The primary effort is to evaluate mitigation options for recouping acquisition costs for the Petersen Ranch.

Budget: \$120,000

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

Budget: \$ 12,000

13. *Reimbursable Expenses:* Mileage, copying, printing, plotting, GIS use fees, Geobrowser web hosting fees, etc.

Budget: \$14,000

Total Labor and Expense Budget: \$ 420,000

## EXHIBIT B

### RATE OF COMPENSATION

1. The rate of compensation for the position of [redacted] shall be [redacted] per annum.

2. The rate of compensation for the position of [redacted] shall be [redacted] per annum.

3. The rate of compensation for the position of [redacted] shall be [redacted] per annum.

4. The rate of compensation for the position of [redacted] shall be [redacted] per annum.

5. The rate of compensation for the position of [redacted] shall be [redacted] per annum.

6. The rate of compensation for the position of [redacted] shall be [redacted] per annum.

7. The rate of compensation for the position of [redacted] shall be [redacted] per annum.

8. The rate of compensation for the position of [redacted] shall be [redacted] per annum.

9. The rate of compensation for the position of [redacted] shall be [redacted] per annum.



2018-2019 Billing Rate Schedule		Hourly
Name	Title	Rate
Stephens, John (J.T.)	Associate, Noise Specialist	\$ 155
Hibma, Michael	Sr. Cult. Resources Manager	\$ 115
Holland, Lora	Sr. Cult. Resources Manager	\$ 105
Jones, Tim	Associate	\$ 135
Kaptain, Neal	Associate	\$ 135
Redinger, Tara	Cultural Resources Analyst	\$ 85
Guiler, Shanna	Associate	\$ 150
Lillis, Bridget	Senior Environmental Planner	\$ 115
Ross, Steven	Associate	\$ 170
Zitelli, Kaitlin	Environmental Planner	\$ 100
Wiswell, Matthew	Environmental Planner	\$ 105
Gallaughier, Gregory	Associate	\$ 140
Simon, Michelle	GIS Specialist	\$ 125
Dengler-Germain, Bethany	Assistant Biologist	\$ 90
Van Zuuk, Anna	Assistant Biologist	\$ 95
Foreman, Jeremy	Assistant Biologist	\$ 95
Kunna, John	Senior Biologist	\$ 135
Kohlmann, Steve	Associate	\$ 150
Lichtwardt, Eric	Associate	\$ 145
Milliken, Timothy	Senior Botanist	\$ 110
Muth, David	Associate	\$ 140
Roth, Jennifer	Associate	\$ 130
Sidle, Daniel	Associate	\$ 145
Warzecha, Bernhard	Biologist	\$ 125
Zantzingier, Gretchen	Senior Biologist	\$ 120
Akulova, Zoya	Field Botanist	\$ 90
Bouril, Chip	Senior Soil Scientist	\$ 120
Catalini, Todd	Biologist	\$ 115
Cochrane, Steven	Biologist	\$ 95
Coopridier, Mary	Biologist	\$ 120
Lohmann, Sean	Associate	\$ 145
Schwennesen, Joseph	Field Crew	\$ 85
Foreman, Steve	Principal	\$ 245
Lacy, Timothy	Principal	\$ 190
Lafler, Laura	Principal	\$ 215
Molnar, George	Principal	\$ 200
Pulcheon, Andrew	Principal	\$ 190
Sproul, Malcolm	Principal	\$ 250
Bacon, Devon	Marketing Coordinator/Proposal Manager	\$ 120
Li, Nancy	Accounting Liaison	\$ 110
Hensley, Deborah	Technical Editor	\$ 100
Martinez, Aameara	Adm. Assistant/Word Processor	\$ 100
Molina, Norma	Associate	\$ 120
So, Marie	Graphics Technician	\$ 115
Linder, Patty	Graphic Techniocian	\$ 115

Name of Project: **Ongoing Groundwater Monitoring Activities**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

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

THIS AGREEMENT, effective **July 1, 2018**, 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 **Luhdorff & Scalmanini**, hereinafter referred to as "Contractor."

The Agency requires services for **Ongoing Groundwater Monitoring Activities**; 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 **Ongoing Groundwater Monitoring Activities**, 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 \$167,444** 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, 2019, 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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Vicki Kretsinger Grabert, President  
Luhdorff & Scalmanini  
Consulting Engineers  
500 First 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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Vicki Kretsinger Grabert,  
President

## EXHIBIT A

### SCOPE OF SERVICES

The following services shall be provided by the Contractor to the Client:

1. Project Management

2. Design Services

The Contractor shall provide the following services:

- 1. Project Management
- 2. Design Services
- 3. Construction Management
- 4. Quality Assurance
- 5. Safety Management
- 6. Environmental Management
- 7. Risk Management
- 8. Communication Management
- 9. Procurement Management
- 10. Financial Management
- 11. Human Resource Management
- 12. Information Management
- 13. Legal Management
- 14. Compliance Management
- 15. Sustainability Management

The Contractor shall provide the following services:

- 1. Project Management
- 2. Design Services
- 3. Construction Management
- 4. Quality Assurance
- 5. Safety Management
- 6. Environmental Management
- 7. Risk Management
- 8. Communication Management
- 9. Procurement Management
- 10. Financial Management
- 11. Human Resource Management
- 12. Information Management
- 13. Legal Management
- 14. Compliance Management
- 15. Sustainability Management

The Contractor shall provide the following services:

- 1. Project Management
- 2. Design Services
- 3. Construction Management
- 4. Quality Assurance
- 5. Safety Management
- 6. Environmental Management
- 7. Risk Management
- 8. Communication Management
- 9. Procurement Management
- 10. Financial Management
- 11. Human Resource Management
- 12. Information Management
- 13. Legal Management
- 14. Compliance Management
- 15. Sustainability Management

April 17, 2018  
Project No. 18-1-048

Mr. Chris Lee  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

**SUBJECT: 2018-2019 General Services – Groundwater Conditions Annual Update and Groundwater Management Assistance**

Dear Mr. Lee:

In response to your request, Luhdorff & Scalmanini, Consulting Engineers (LSCE) is pleased to provide this letter describing groundwater conditions reporting and groundwater management assistance to be completed during the 2018-2019 fiscal year.

This scope of work describes the following tasks:

- Task 1: Groundwater Conditions Annual Update Report
- Task 2: Sustainable Groundwater Management Act (SGMA) Technical Assistance
- Task 3: Dedicated Groundwater Monitoring Facilities to Track Surface Water-Groundwater Interrelationships
- Task 4: Geologic Cross Sections to Characterize Surface Water-Groundwater Interactions
- Task 5: Data Management System (DMS) Update
- Task 6 (optional): Explore Potential for Applications of Airborne Electromagnetic Survey to Characterize Shallow Aquifer Properties

**Task 1: Groundwater Conditions Annual Update Report**

Regular groundwater conditions reporting will be increasingly useful, and required under the Sustainable Groundwater Management Act (SGMA), to demonstrate the sustainability of local groundwater resources to stakeholders and state agencies. For this reason, LSCE proposes to prepare an annual report describing current groundwater level and subsidence conditions and trends in the Solano Subbasin and Suisun-Fairfield Valley Basin relative to historical conditions.

Solano County has a complex groundwater system consisting of multiple geologically differentiated aquifer units, each supporting a variety of groundwater uses, with interactions between neighboring groundwater subbasins and surface waters including the Sacramento-San Joaquin Delta. As such, it is essential that the interpretation of available groundwater data account for the aquifer unit(s) from which the data are collected. In recent years, through great



effort, Solano County Water Agency (SCWA) has successfully assigned 134 of the more than 150 wells that are currently monitored in the county to distinct aquifer units based on observed data, well construction, and adjacent hydrostratigraphy. The proposed report will present groundwater levels in each aquifer/hydrostratigraphic unit separately.

Work to be performed under this Task will include:

- Updating the existing Data Management System (DMS)
  - Groundwater levels
    - DWR
    - SCWA
    - City of Vacaville (*monitoring and production wells*)
    - Solano Irrigation District (SID)
    - Geotracker (SWRCB) (*as available*)
    - US Bureau of Reclamation (*as available*)
  - Subsidence Data
    - SCWA monitoring facilities
    - Additional Plate Boundary Observatory (PBO) stations
  - Assignment of additional monitoring wells to designated aquifer units based on well construction and hydrostratigraphic interpretations
- Incorporate additional data from sites monitored by the City of Dixon, City of Rio Vista, and SID (*as available*)
  - Incorporate well construction information and available water level and water quality data into the DMS
- Groundwater Conditions Annual Update Report
  - Background
  - Brief description of the geologic setting with reference to existing reports and key figures
  - Description of existing groundwater and subsidence monitoring networks (including summary tables and figures)
  - Evaluation of groundwater conditions and trends including levels in each aquifer unit; contouring of groundwater levels in different aquifer zones for spring and fall 2018
  - Presentation/evaluation of subsidence data and the relationship of subsidence to groundwater level fluctuations (data from six stations, including the two local stations installed by SCWA)
  - Conclusions and recommendations

## **Task 2: SGMA Technical Assistance**

Through this task, LSCE will provide technical assistance, as needed, to support SCWA as it participates in sustainable groundwater management activities in Solano County. Services could include responses to questions from SCWA regarding the status of groundwater and land subsidence monitoring efforts or assistance with data interpretation and graphics as SCWA meets with stakeholders and the Groundwater Sustainability Agency board.

## **Task 3: Dedicated Groundwater Monitoring Facilities to Track Surface Water-Groundwater Interrelationships**

Among other landmark changes, SGMA recognizes the potential for interconnections between groundwater and surface water and places streamflow depletion on par with chronic groundwater level declines and reductions in groundwater storage as an undesirable result to be avoided as a condition of sustainable groundwater management (CA Water Code § 10721 (v) & (x)(6)). The final Groundwater Sustainability Plan regulations adopted by the California Water Commission in 2016 call on GSAs to develop monitoring networks to:

Monitor surface water and groundwater, where interconnected surface water conditions exist, to characterize the spatial and temporal exchanges between surface water and groundwater, and to calibrate and apply the tools and methods necessary to calculate depletions of surface water caused by groundwater extractions. (CA Water Code §354.34 (c)(6))

The objectives of the proposed facilities emphasize the collection of data necessary to evaluate relationships between groundwater and surface water resources consistent with new legislative requirements. Specifically, the project objectives include:

- Collect groundwater and surface water data at dedicated facilities in order to detect changes in groundwater levels and groundwater quality and corresponding surface water stage, flow, and quality conditions.
- Collect groundwater and surface water data to establish baseline conditions that will facilitate assessments of the potential effects due to future climate change.
- Collect data to help identify mechanisms for and quantify exchanges of water between groundwater aquifers and surface waters, and responses of the hydrologic system to surface water and groundwater use.
- Incorporate the proposed groundwater monitoring facilities into the Solano County Regional Groundwater Monitoring Network and the SCWA CASGEM network.
- Provide surface water quality monitoring (including temperature and electrical conductivity) at existing monitoring sites along the Sacramento River and Delta Tributaries.



- Collect groundwater and surface water data that will enable water managers to avoid significant and unreasonable depletions of surface waters consistent with the requirements of SGMA.

The proposed facilities will provide data to help address the SGMA requirement that groundwater managers avoid “surface water depletions that have significant and unreasonable adverse impacts on beneficial uses of the surface water” (CA Water Code § 10721 (x)(6)). This task includes final site selection, monitoring well construction, construction oversight and inspection, multi-parameter transducer acquisition and installation, and related tasks.

Existing monitoring facilities in the Solano Subbasin are not designed to track temporal and spatial changes in groundwater-surface water connectivity nor the manner in which key surface waters respond to the utilization of groundwater resources. The proposed facilities will address these data gaps and provide data to improve assessments of the status of the Solano Subbasin groundwater resources. The data will also provide for improved understandings of aquifer system responses to management decisions.

#### Task 3.1 Evaluate and Identify Surface Water Data Collection Site

LSCE will evaluate and select surface water data collection sites that will be co-located with existing (or future) groundwater monitoring sites. These may be new facilities or reactivation of currently inactive sites.

#### Task 3.2 Meeting with SCWA to Finalize Groundwater and Surface Water Monitoring Site Selections

This task includes an LSCE and SCWA meeting to discuss groundwater monitoring site locations and proposed surface water co-located for collection of stage, flow, and quality data. SCWA will identify and acquire land or receive permission to drill and construct monitoring wells at two sites and, if needed, install co-located surface water data collection facilities.

#### Task 3.3 Construction of Two Multiple Completion Monitoring Wells (Outside Contractor)

LSCE will retain a licensed C-57 well drilling contractor to drill and construct two monitoring sites that include two piezometers each. The proposed cost (**Table 1**) is an estimate. The estimate will be updated once well locations, monitoring well specifications, and drilling contractor are finalized. The estimated cost includes mobilization, test hole drilling, cost of materials, well development, well completion, and site cleanup.

#### Task 3.4 Monitoring Well Installation Oversight, Inspection, and Sampling

It is expected that the monitoring sites would be located along Putah Creek on the north side of Solano County or in the central-eastern area of the County along Ulati Creek. LSCE will

prepare a project description and bid sheet and solicit bids from a select group of drilling contractors familiar with LSCE's requirements. All work performed by the contractor will be overseen by LSCE to ensure that it is performed in accordance with project specifications. LSCE will provide onsite drilling and sampling inspection and general project oversight. LSCE will provide documentation and sampling services during the test hole drilling process, including preparation of a drilling log, collection of lithologic samples at a minimum of 10-foot intervals, and sieve (grain size) analysis. All work will be performed by a California Professional Geologist or by experienced personnel under the direct supervision of a California Professional Geologist.

LSCE will develop final monitoring well designs based on data gathered during test hole evaluation. The principal design elements will include screen, casing, and seal depths. Two individual piezometers will be installed in one minimum 10 and 3/4-inch diameter borehole. The piezometers will be constructed of 2-inch diameter, Schedule 40 PVC blank casing. The screen sections will be of the same material and will have machine cut 0.040-inch slots. A No. 8 gradation gravel will be placed in the annulus between the casings and the borehole wall. Bentonite clay will be placed in the annulus to isolate screen sections. A sand/cement grout sanitary seal will be placed from a minimum depth of 20 feet to ground surface.

LSCE will verify that the two monitoring wells (with two piezometers each) are constructed as designed and according to accepted industry standards and regulatory requirements. Each wellhead will be housed in a lockable above ground, vault surrounded by a concrete pad and bollards. LSCE will coordinate with SCWA to provide accommodation for subsequent placement of radio telemetry or cellular equipment to facilitate remote data acquisition, at SCWA's discretion. LSCE will witness well development and verify completeness. LSCE will ensure that the contractor complies with all discharge, permit, and site cleanup and restoration requirements.

LSCE will prepare a well construction summary for each monitoring well which will include an as built well profile, lithologic descriptions of the formations encountered, a California Well Drillers Completion Report, and baseline water quality results.

#### Task 3.5 Transducer Installation, Calibration and Initial Download

In coordination with SCWA staff, LSCE will furnish, install, and calibrate automated and continuous groundwater level, temperature, and electrical conductivity monitoring equipment in each of four piezometers. The amount budgeted in the task for transducer purchase would not be needed if SCWA prefers to purchase transducers directly. LSCE will conduct the initial data download to confirm equipment calibration and data accuracy.



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### Task 3.6 Incorporation of Four Piezometers into Groundwater Monitoring Networks

It is planned that the proposed groundwater monitoring facilities will be incorporated into the Solano County Regional Groundwater Monitoring Network and the SCWA CASGEM network. This task covers assistance to SCWA for the initial set up and incorporation of new monitoring data collected by LSCE under this scope into the SCWA Data Management System and the CASGEM database. SCWA is expected to continue regular data downloads and CASGEM data uploads.

### **Task 4: Geologic Cross Sections to Characterize Surface Water-Groundwater Interactions**

Interactions between surface water and groundwater occur subject to the physical constraints imposed by geologic conditions, such as the distribution and permeability of shallow formations that intersect with stream channels. Along lower Putah Creek, previous studies and SCWA operations data document the occurrence of gaining and losing reaches between the Putah Diversion Dam and the Yolo Bypass. However, shallow geologic conditions that influence gaining and losing conditions have not been documented systematically at scales relevant to the management of the Solano Subbasin. Through this task, LSCE will leverage existing geologic borehole datasets, borehole data to be collected during the construction of new surface water-groundwater monitoring sites, and other available data to develop geologic cross sections to map shallow geologic stratigraphy along lower Putah Creek.

LSCE will develop a longitudinal geologic cross section along Putah Creek (spanning approximately 20 miles) and up to four geologic cross sections spanning Putah Creek (each approximately 3 miles in length) in the vicinity of the surface water-groundwater monitoring sites to be constructed through the Fiscal Year 2017-2018 contract or those proposed in Task 3 above.

This task involves characterizing the hydrostratigraphy, including depth and thickness of alluvial aquifer materials along each cross section and their relationship to existing surficial geologic maps. Work on this task will utilize existing hydrogeologic data from prior studies (LSCE, 2003 and Faunt et al., 2009). LSCE (2003) previously developed a geologic cross section delineating shallow geologic stratigraphy along Putah Creek over approximately seven miles in the vicinity of Davis. The U.S. Geological Survey (Faunt et al., 2009) developed a digital database of well locations and borehole lithologies recorded by well drillers throughout the Central Valley. As part of this task, LSCE will prepare a Technical Memorandum describing the geologic setting, prior studies and existing datasets that informed cross section development, and findings related to shallow aquifer zone stratigraphy and composition along Lower Putah Creek.

Development of additional geologic cross sections near Putah Creek, as described above would provide a compliment to the Airborne Electromagnetic (AEM) survey described in Task 6. If an AEM survey along Putah Creek is conducted, we anticipate that the AEM dataset would be

useful for informing cross section development and would offset some of the cost needed to complete the cross sections.

#### **Task 5: Data Management System Upgrade**

We understand that SCWA plans to upgrade its Information Technology (IT) systems over the next fiscal year and is interested in upgrades to the groundwater Data Management System (DMS) that will provide for compatibility with those planned IT upgrades. The existing SCWA groundwater DMS was developed by LSCE in 2012, and has been in use since then for the storage and analysis of groundwater-related datasets. The DMS currently resides in a Microsoft Access (MS Access) database stored locally on LSCE servers with copies transferred to SCWA, as requested. As SCWA and other entities begin development of a Groundwater Sustainability Plan for the Solano Subbasin in 2018, we anticipate the need for certain upgrades to the DMS to provide improved data availability for SCWA staff and potentially others involved in GSP development and eventually for stakeholders and the public through means such as web-based platforms to present data on groundwater conditions.

Through this task, LSCE will develop a SQL Server database to serve as the primary data repository for the DMS datasets. SQL Server offers several advantages relative to Microsoft Access. While MS Access and SQL Server are both used to develop relational databases, SQL Server is intended for enterprise-level database applications. SQL Server databases can store much larger data sets, such as time-series datasets collected by continuously recording transducers such as those used in SCWA's deep aquifer monitoring wells and Continuous GPS subsidence monitoring stations. SQL Server databases can also support simultaneous users more effectively and more reliably, including the ability to track and log modifications to the data over time for improved quality control.

Through this task, LSCE will replicate data currently stored in the MS Access database into a new SQL Server database stored in the Microsoft Cloud. LSCE will communicate with SCWA regarding SCWA's planned IT system upgrade and assist in transferring the SQL Server database to SCWA for local or cloud hosting by SCWA, as requested. LSCE will continue to perform quality control, data analysis, and data reporting functions on local instances of the database, using existing DMS queries and reports, linked to the remote SQL Server database.

#### **Task 6 (optional): Explore Potential for Application of Airborne Electromagnetic Survey to Characterize Shallow Aquifer Properties**

Recent advancements in geophysical survey methods using airborne instrumentation provide a very useful and novel means for acquiring quantitative data about subsurface conditions over a broad area. These geophysical methods apply principles similar to those used in borehole geophysical surveys to differentiate between geologic materials and groundwater quality throughout a given borehole, as utilized in the geologic mapping and cross section development for the deep aquifer system in the Solano Subbasin (LSCE, 2011 and 2014). With Airborne



Electromagnetic (AEM) survey methods, data collection occurs across a landscape, rather than down a borehole, using an antenna carried below a helicopter.

While similar methods have been in use for field-scale data collection for many years, AEM methods are now available that enable data collection in farm-scale to regional-scale applications. AEM surveys allow for mapping of relatively shallow geologic conditions (e.g., from land surface to a depth of a few hundred feet) that control key processes such as infiltration across the land surface and groundwater recharge to regionally significant aquifer zones.

LSCE staff have been in contact recently with faculty at UC-Davis and Stanford University who are seeking partnerships, including matching funds, to conduct AEM surveys in the Central Valley. Partnering with faculty from these local universities would offset some of the financial costs of conducting an AEM survey through cost-sharing. Dr. Graham Fogg, UC Davis Professor of Hydrogeology, recently noted that an AEM survey along Putah Creek sounds like a valuable application of this technology given the Creek's ecological importance and as a complement to earlier efforts funded by SCWA to characterize the deep aquifer stratigraphy.

Dr. Fogg indicated this month that preliminary discussions are currently underway for the UC-Davis and Stanford researchers to conduct an AEM survey in Sacramento County. However, he noted that they are open to exploring other potential partnerships while discussion with entities in Sacramento County remain conceptual.

Through this task, LSCE will coordinate a meeting with SCWA and the UC-Davis/Stanford researchers to explore the potential for a cost-sharing partnership with one or more Solano Subbasin stakeholders to conduct an Airborne Electromagnetic Survey of shallow subsurface hydrogeologic characteristics. Should SCWA opt to participate in a partnership with UC-Davis, Stanford and/or others in conducting an AEM survey, LSCE would be available to provide technical assistance to SCWA and partners regarding coordination of the survey with ongoing and planned groundwater studies conducted on behalf of SCWA.

### Cost Estimate for Tasks 1 Through 6

**Table 1** details the estimated cost for the recommended activities proposed in Tasks 1 through 6. The estimated cost to complete these tasks is \$167,444. The current LSCE Schedule of Fees is enclosed for your reference. In the event that SCWA requests out-of-scope work and additional funds are needed to complete the task(s), SCWA will be contacted before proceeding with further work.

If you have any questions, or wish to discuss any of the above, we would be pleased to respond.

Sincerely,

LUHDORFF & SCALMANINI  
CONSULTING ENGINEERS



Debra M. Cannon, PG  
Senior Hydrogeologist



Vicki Kretsinger Grabert  
President/Senior Principal Hydrologist



Reid Bryson  
Project Hydrologist

Enclosures:  
Table 1 – Cost Estimate  
LSCE Schedule of Fees



Table 1

**Cost Estimate: General Services — Solano County Water Agency Groundwater Conditions Annual Update, Groundwater Monitoring Facilities, SGMA Assistance--Fiscal Year 2018-2019**

Task Description	Hours						Cost		
	Sr. Prin. Hydrol.	Sr. Hydro-geol.	Pjt. Hydro-geol.	Staff Hydro-geol./Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services/ Equipment <sup>1</sup>	Subtask
	Billing Rate (\$/hr)	\$205	\$182	\$145	\$130	\$130	\$72		Task
<b>Task 1 – Groundwater Conditions Annual Update Report and Data Management System Update</b>									
<b>Task 1.1</b>	Data Management System data acquisition and quality control review of the following: PBO subsidence data (SCWA and PBO stations) and groundwater levels (DWR, SCWA, City of Vacaville, SID, Geotracker, USBR).		4	16	30	16		\$9,028	\$9,028
<b>Task 1.3</b>	Update tables, figures and appendices with most current groundwater level (e.g., 2018 groundwater level contour maps) and subsidence data.	2	10	16	20	24		\$10,270	\$10,270
<b>Task 1.4.1</b>	Draft report preparation and distribution	6	20	24	16		4	\$10,718	\$50
<b>Task 1.4.2</b>	Final report preparation and distribution	2	4	4			4	\$2,006	\$200
<b>Task Total</b>									<b>\$32,272</b>
<b>Task 2 – SGMA Technical Assistance</b>									
<b>Task 2.1</b>	Technical assistance and preparation (e.g., graphics) for meetings with stakeholders and board, as requested.	8	6	8	6	10		\$5,972	\$5,972
<b>Task Total</b>									<b>\$5,972</b>
<b>Task 3 – Dedicated Groundwater Monitoring Facilities to Track Surface Water-Groundwater Interrelationships</b>									
<b>Task 3.1</b>	Evaluate and select surface water data collection facility site that would be co-located with groundwater monitoring wells for collection of stage, flow, and quality data.	2	4	4				\$1,718	\$1,718
<b>Task 3.2</b>	Meeting with SCWA to finalize monitoring well and surface water collection sites.	4	4					\$1,548	\$1,548
<b>Task 3.3</b>	Construction of two multiple completion monitoring wells with two piezometers (nested) at each site. The estimated cost includes mobilization, test hole drilling, cost of materials, well development, well completion (including a post or pole near the wellhead to facilitate subsequent outfitting by SCWA with equipment for remote data acquisition by radio or cellular service) and site cleanup. (Outside Drilling Contractor) <sup>2</sup>							\$41,269	\$41,269
<b>Task 3.4</b>	Project oversight and inspection including documentation and lithologic sampling, final well design, observe well development, water quality sampling (general minerals, metals [dissolved and total], preparation of well construction summary.	4	20	40	65			\$18,710	\$1,150
<b>Task 3.5</b>	Transducers: installation and initial calibration of automated and continuous groundwater level, temperature, and electrical conductivity monitoring equipment in each of the piezometers. LSCE will conduct the initial data download to confirm equipment calibration and data accuracy. <sup>2</sup>		2	4	20			\$3,544	\$9,718
<b>Task 3.6</b>	Incorporate groundwater monitoring facilities into the Solano County Regional Groundwater Monitoring Network and also into the SCWA CASGEM network.			8				\$1,160	\$1,160
<b>Task Total</b>									<b>\$78,816</b>
<b>Task 4 – Geologic Cross Sections to Characterize Surface Water-Groundwater Interactions</b>									
<b>Task 4.1</b>	Define cross section extents, Compile and plot available datasets, including USGS lithologic database, Assess spatial gaps in available datasets and review additional well completion reports to fill gaps.		20	6		32		\$8,670	\$350

Table 1

**Cost Estimate: General Services — Solano County Water Agency Groundwater Conditions Annual Update, Groundwater Monitoring Facilities, SGMA Assistance--Fiscal Year 2018-2019**

Task Description	Billing Rate (\$/hr)	Hours					Cost			
		Sr. Prin. Hydrol.	Sr. Hydro-geol.	Pjt. Hydro-geol.	Staff Hydro-geol./Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services/ Equipment <sup>1</sup>	Subtask
		\$205	\$182	\$145	\$130	\$130	\$72			Task
<b>Task 4.2</b> Develop a longitudinal geologic cross section along Putah Creek (spanning approximately 20 miles) and up to four geologic cross sections spanning Putah Creek (each approximately 3 miles in length) in the vicinity of the surface water-groundwater monitoring sites to be constructed through the Fiscal Year 2017-2018 contract or those proposed in Task 3.		6	88	8		28		\$22,046		\$22,046
<b>Task 4.3</b> Prepare a Technical Memorandum describing the geologic setting, prior studies and datasets that informed cross section development, and findings related to shallow aquifer zone stratigraphy and composition along Lower Putah Creek from near Winters to the Yolo Bypass.		6	30	6			6	\$7,992		\$7,992
<b>Task Total</b>										<b>\$39,058</b>
<b>Task 5 – Data Management System Upgrade</b>										
<b>Task 5.1</b> Initial development and data replication of the current DMS data from the existing MS Access database into a new SQL Server database stored in the Microsoft Cloud. LSCE will communicate with SCWA regarding SCWA's planned IT system upgrade and assist in transferring the SQL Server database to SCWA for local or cloud hosting by SCWA, as requested.			4	24		30		\$8,108	\$350	\$8,458
<b>Task Total</b>										<b>\$8,458</b>
<b>Task 6 – Explore Potential for Application of Airborne Electromagnetic Survey to Characterize Shallow Aquifer Properties</b>										
<b>Task 6.1</b> Coordinate a meeting with SCWA and UC-Davis/Stanford researchers to explore the potential for a joint project to conduct an Airborne Electromagnetic Survey of shallow subsurface hydrogeologic characteristics with one or more Solano Subbasin stakeholders.		6	9					\$2,868		\$2,868
<b>Task Total</b>										<b>\$2,868</b>
<b>Totals</b>		<b>46</b>	<b>225</b>	<b>168</b>	<b>157</b>	<b>140</b>	<b>14</b>	<b>\$114,358</b>	<b>\$53,086</b>	<b>\$167,444</b>

1. Includes outside services fee (see Schedule of Fees)

2. LSCE will coordinate with SCWA staff regarding transducer selection and appropriate materials to be installed near the wellhead to allow SCWA staff to outfit wells with radio telemetry or cellular equipment for remote data acquisition, at SCWA's discretion. The budget allocation for transducer purchase in Task 3.5 would not be needed if SCWA prefers to purchase transducers directly. SCWA staff estimate an additional setup cost per site of \$3,000 to \$5,000 depending on the number of instruments at each site.

Note: As in previous years, the direct contract between SCWA and UNAVCO for ongoing maintenance, data management, and reporting related to the two CORS subsidence monitoring stations is not included in this budget but should be included in SCWA's annual budget for the coming fiscal year.

**EXHIBIT B**

**RATE OF COMPENSATION**



LUHDORFF & SCALMANINI  
CONSULTING ENGINEERS

500 FIRST STREET WOODLAND, CALIFORNIA 95695

*SCHEDULE OF FEES - ENGINEERING AND FIELD SERVICES  
2018*

**Professional:\***

<i>Senior Principal</i>	<i>\$205/hr.</i>
<i>Principal Professional</i>	<i>\$202/hr.</i>
<i>Project Manager</i>	<i>\$190/hr.</i>
<i>Senior Professional</i>	<i>\$182/hr.</i>
<i>Project Professional</i>	<i>\$142 to 170/hr.</i>
<i>Staff Professional</i>	<i>\$120 to 130/hr.</i>

**Technical:**

<i>Engineering Inspector</i>	<i>\$120 to 130/hr.</i>
<i>ACAD Drafting/GIS</i>	<i>\$125 to 130/hr.</i>
<i>Engineering Assistant</i>	<i>\$100/hr.</i>
<i>Technician</i>	<i>\$100/hr.</i>

**Clerical Support:**

<i>Word Processing, Clerical</i>	<i>\$72/hr.</i>
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\*\*\*\*\*

<i>Vehicle Use</i>	<i>\$0.55/mi.</i>
<i>Subsistence</i>	<i>Cost Plus 15%</i>
<i>Groundwater Sampling Equipment (Includes Operator)</i>	<i>\$170.00/hr.</i>
<i>Copies</i>	<i>.20 ea.</i>

\*\*\*\*\*

<i>Professional or Technical Testimony</i>	<i>200% of Regular Rates</i>
<i>Requested Technical Overtime</i>	<i>150% of Regular Rates</i>
<i>Outside Services/Rentals</i>	<i>Cost Plus 15%</i>
<i>Services by Associate Firms</i>	<i>Cost Plus 15%</i>

\* Engineer, Geologist, Hydrogeologist, and Hydrologist

Name of Project: **Fish Monitoring**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

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

THIS AGREEMENT, **effective July 1, 2018**, 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 **Normandeau Associates, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Fish 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 **Fish 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 \$35,718** 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, 2019**, 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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway  
Vacaville, CA 95688

CONTRACTOR

John G. Mokas, VP/CFO  
Normandeau Associates  
25 Nashua Road  
Bedford, NH 03110-5500

-----  
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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
John G. Mokas,  
Vice President/CFO

## EXHIBIT A

### SCOPE OF SERVICES



## SHORT FORM AGREEMENT/Letter of Authorization (LOA)

April 4, 2018

Mr. Chris Lee  
Supervising Environmental Scientist  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

Subject: 2018-2019 SCWA Projects  
(Project 1: 2018 Western Solano County Stream Fish Surveys and  
Project 2: 2018 Ulati Project Flood Control Channel Fish Surveys)  
Normandeau Opportunity No. 2018-09-022 and 2018-09-023

Dear Mr. Lee:

Normandeau Associates, Inc. ("Normandeau") has prepared the following Scope of Work to identify the rationale and methods for potential tasks to be performed in 2018-2019 for the consideration of Solano County Water Agency.

This letter is to be considered an AGREEMENT when executed by CLIENT's duly authorized agent. Terms and conditions will be under the previously negotiated "Solano County Water," Agreement between CLIENT and NORMANDEAU dated July 1, 2014.

SCOPE OF SERVICES - Professional services are to be performed by NAI as follows:

<b>Project 1 – 2018 Western Solano County Stream Fish Surveys</b>
-------------------------------------------------------------------

Normandeau is proposing to repeat the fish surveys along Suisun, Green Valley, and Ledge wood creeks in Solano and Napa counties. This biological sampling was intended to update information on the distribution and relative abundance of fish in western Solano County creek basins found in the vicinity of the SCWA service area. The original surveys were conducted in 1999-2001 and repeated again in 2016-2017. Hydrologic conditions in Suisun and Ledge wood basins had changed over the fifteen year period, with large areas of intermittent or no flow.

The original surveys were conducted following a period of several consecutive wet water years as well as 2017, while the 2016 survey followed a string of multiple below normal and dry water years. Given the return to below normal water conditions in 2018, we are proposing to repeat the surveys again this summer. The proposed surveys will use the same methods as the previous surveys.

890 L Street, Arcata, CA 95521  
Tel. (707) 822-8478 [www.normandeau.com](http://www.normandeau.com)

The fish surveys will be conducted using a portable backpack electrofisher to stun and capture fish at multiple sites in the three stream basins. The lengths of sample reaches at each site vary based upon the length of individual habitat units (i.e. pool, riffle, run). Generally, several hundred feet of stream will be sampled at each site and typically this includes a minimum of three riffle-pool sequences. The number and locations of sample sites will depend on ability of SCWA/SID to arrange access with landowners willing to cooperate.

In 2017, eighteen sites were visited: seven sites along Suisun Creek (Cordelia Road, Suisun Parkway, Rockville Road, Morrison Lane, Putah South Canal siphon, Vezer/Lanza Lane, and Wooden Valley Cross Road), six sites in the Green Valley basin (Commerce Court, Turner Court, Reservoir Lane, Mason Road, Green Valley Country Club, and the Green Valley Water Treatment Plant on Wild Horse Creek ) and five sites in LedgeWood Creek (Auto Mall Parkway, Rockville Road, Putah South Canal, Mankas Corners, and Clayton Road). Two of the LedgeWood sites dried in the summer of 2017 and as a result, they could not be sampled. It is anticipated that drier conditions in year of 2018 will result changes to summer surface flow throughout the lower basin and concomitant changes to fish populations. It is assumed that access to several of these sites will be arranged by SCWA/SID personnel as was the case in 2016-2017. If that's not the case, alternate sites may need to be identified and access arranged accordingly. Normandeau will also prepare a memo report detailing the sampling effort and summarizing the results.

#### **2018 Western Solano County Stream Fish Surveys Estimated Time & Materials Budget - \$18,484.50**

<b>Project 2 – 2018 Ulati Project Flood Control Channel Fish Surveys</b>
--------------------------------------------------------------------------

Normandeau is proposing to repeat the fish surveys along the flood control channels that comprise the Ulati Project in Solano County. This biological sampling is intended to update information on the distribution and relative abundance of fish in Ulati Project stream channels that were originally conducted in 2000-2002. The Ulati Flood Control Project is located in the Vacaville - Elmira urban corridor and is made up approximately 43.5 miles of natural, realigned, and man-made stream channels created to alleviate recurring floods in the Ulati watershed. The watershed area for the Ulati Flood Control Project extends from the hills to the northwest of Vacaville to the Liberty Island area in the Delta. The Ulati Flood Control Project is located in Solano County in the lowland agricultural and grazing lands east of Vacaville and south of Dixon. SCWA has requested that Normandeau conduct a reconnaissance level survey of the aquatic resources present in the Ulati Flood Control Project area. SCWA management activities have prompted request for additional information about the aquatic resources that reside in and utilize the Ulati Project area. The object of the survey is to provide some basic information on the distribution and relative abundance of fish in the Project area. We are planning to conduct a monitoring survey in an early fall of the month of October in the project area. The goal of the sampling program is to collect biological data (lengths and counts) on fish populations throughout the project area in order to monitor their distribution, abundance diversity, overall condition and health, and to describe the existing conditions within the Project area. Previous sampling was conducted in the year 2000-2002 occurred at these same



locations. Performance of this proposed work will depend upon acquiring an amendment to our current CDFW Scientific Collection Permit. Normandeau's request for an amendment has been mailed on March 9, 2018. Based upon a twelve week review and issuance estimate we hope to have the requisite permit by mid-June, well in advance of the proposed mid-October survey date.

Table 1. List and locations of Ulatis Flood Control Channel Project sample sites.

	<u>Location description</u>	<u>Latitude</u>	<u>Longitude</u>
Site 1	Ulatis Crk above island	38 17' 29" N	121 46' 34" W
Site 2	Alamo Crk (Old) below Hwy 113	38 18' 24" N	121 49' 23" W
Site 3A	New Alamo Crk at Ulatis Crk confluence	38 20' 12" N	121 49' 10" W
Site 3B	Ulatis Crk at New Alamo Crk confluence	38 20' 12" N	121 49' 07" W
Site 4	Ulatis Crk at Ulatis Blvd	38 21' 27" N	121 57' 14" W
Site 5	Horse Crk at Leisure Town Rd.	38 23' 00" N	121 56' 09" W
Site 6A	Sweany Crk at Ulatis Cr confluence	38 21' 58" N	121 50' 59" W
Site 6B	Ulatis Crk at Sweany Cr confluence	38 21' 57" N	121 51' 00" W
Site 7	McCune Crk at Midway Rd.	38 24' 59" N	121 52' 25" W
Site 8	Sweany Crk at Midway Rd.	38 25' 01" N	121 53' 20" W
Site 9	Sweany Crk at Meridian Rd.	38 26' 33" N	121 54' 56" W
Site 10	Gibson Canyon Crk at Byrne Rd.	38 24' 00" N	121 54' 21" W
Site 11	New Alamo Crk at Vanden Rd.	38 19' 47" N	121 56' 33" W

**2018 Ulatis Project Flood Control Channel Fish Surveys Estimated Time & Materials Budget - \$17,233.42**

#### COSTS BY PROJECT

PROJECT NAME	COST ESTIMATES
2017 Western Solano County Stream Fish Surveys	\$18,484.50
2018 Ulatis Project Flood Control Channel Fish Surveys	\$17,233.42
<b>TOTALS</b>	<b>\$35,717.92</b>

Payment shall be made to us within thirty (30) days of receipt of our invoice. Late payments shall incur interest at the rate of 1 1/2% per month over thirty (30) days. NAI may, at its sole option, terminate its obligations under this Agreement if any invoice is not paid within thirty (30) days of receipt.

If this AGREEMENT is acceptable, please sign copies as CLIENT and return one (1) executed copy to our office to confirm our agreement. If not executed within sixty (60) days from date of this letter, it may be subject to renegotiation.

If you have any questions, please contact Tim Salamunovich at (707) 702-3984 or via email [jsalamunovich@normandeau.com](mailto:jsalamunovich@normandeau.com).

We look forward to hearing from you.

Sincerely,



Tim Salamunovich  
Fisheries Biologist  
NORMANDEAU ASSOCIATES, INC.

Sincerely,



John G. Mokal  
Vice President/CFO  
NORMANDEAU ASSOCIATES, INC.

## ACKNOWLEDGEMENT

As CLIENT, we hereby agree to the terms and conditions in accordance with the previously negotiated "Solano County Water," Agreement dated July 1, 2014. You are hereby directed to proceed. We hereby acknowledge that we have the financial resources and intend to pay for services rendered in accordance with the conditions stated herein. The signature below represents the CLIENT and possesses the full legal authority to execute this agreement on behalf of the CLIENT.

**APPROVED BY: Solano County Water Agency**

\_\_\_\_\_  
Duly Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
First and Last Name/Title of the Duly Authorized Agent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
First and Last Name/Title of the Witness

## EXHIBIT B

### RATE OF COMPENSATION





# NORMANDEAU ASSOCIATES

## Environmental Consultants

890 L Street  
Arcata, California 95521  
Telephone (707) 822-8478  
Facsimile (707) 822-8842  
E-mail: [tsalamunovich@normandeau.com](mailto:tsalamunovich@normandeau.com)

Date: 4 April 2018  
Cost Estimate: 2018 Western Solano Creek Fish Surveys (Suisun, Green Valley and Ledgewood)  
Prepared for: Mr. Chris Lee  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

COST VARIABLES		RATE
Principal Scientist (PS)	labor/hr	\$128.00
Fisheries Technician III (FT3)	labor/hr	\$62.00
Backpack Electrofisher	cost/day	\$100.00
Backpack Electrofisher battery	cost/day	\$10.00
Field Survey equipment	cost/day	\$110.00
Lodging	cost/night	\$95.00
Meals	cost/day	\$45.00
Company Vehicle Daily Use Fee	cost/day	\$65.00
Mileage for company truck	cost/mile	\$0.545 (or IRS rate)

### JOB ELEMENTS

		HOURS	COST
<b>Task 1 - Agency Coordination &amp; Equipment Preparation</b>			
Labor	PS hours	8	1,024.00
Task 1 Subtotal			1,024.00
<b>Task 2 - Field Survey of Suisun, Ledgewood and Green Valley Creeks (3.5 days)</b>			
<i>(assumes SCWA/SID can arrange access at sites along creeks)</i>			
Labor	PS hours	35	4,480.00
	FT3 hours	35	2,170.00
Travel	PS hours	15	1,920.00
	FT3 hours	15	930.00
Electrofisher	days	4	400.00
Electrofisher Batteries	units	8	80.00
Equipment	days	4	440.00
Lodging	nights	8	760.00
Meals	days	8	360.00
NAI Truck Daily use Fee	days	4	260.00
Mileage	miles	900	490.50
Miscellaneous Field Supplies			\$50.00
Task 2 Subtotal			12,340.50
<b>Task 3 - Data Entry and Reporting</b>			
Labor	PS hours	40	5,120.00
Task 3 Subtotal			5,120.00
<b>All Tasks Total</b>			<b>\$18,484.50</b>



# NORMANDEAU ASSOCIATES

## Environmental Consultants

890 L Street  
Arcata, California 95521  
Telephone (707) 822-8478  
Facsimile (707) 822-8842  
E-mail: [tsalamunovich@normandeau.com](mailto:tsalamunovich@normandeau.com)

Date: 4 April 2018  
Cost Estimate: 2018 Ulatis Project Flood Control Channel Fish Survey  
Prepared for: Mr. Chris Lee  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

COST VARIABLES		RATE
Principal Scientist (PS)	labor/hr	\$128.00
Fisheries Technician III (FT3)	labor/hr	\$62.00
Backpack Electrofisher	cost/day	\$100.00
Backpack Electrofisher battery	cost/day	\$10.00
Field Survey equipment	cost/day	\$110.00
Lodging	cost/night	\$95.00
Meals	cost/day	\$45.00
Company Vehicle Daily Use Fee	cost/day	\$65.00
Mileage for company truck	cost/mile	\$0.545 (or IRS rate)

JOB ELEMENTS		HOURS	COST
<b>Task 1 - Agency Coordination &amp; Equipment Preparation</b>			
Labor	PS hours	8	1,024.00
SCP amendment			118.92
Task 1 Subtotal			1,142.92
<b>Task 2 - Field Survey of Suisun, Ledge wood and Green Valley Creeks (3.5 days)</b>			
<i>(assumes SCWA/SID can arrange access at sites along creeks)</i>			
Labor	PS hours	30	3,840.00
	FT3 hours	30	1,860.00
Travel	PS hours	15	1,920.00
	FT3 hours	15	930.00
Electrofisher	days	3	300.00
Electrofisher Batteries	units	6	60.00
Equipment	days	3	330.00
Lodging	nights	6	570.00
Meals	days	8	360.00
NAI Truck Daily use Fee	days	4	260.00
Mileage	miles	900	490.50
Miscellaneous Field Supplies			\$50.00
Task 2 Subtotal			10,970.50
<b>Task 3 - Data Entry and Reporting</b>			
Labor	PS hours	40	5,120.00
Task 3 Subtotal			5,120.00
All Tasks Total			\$17,233.42

Name of Project: **Putah Creek Watershed/Native Plant Nursery Management**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

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

THIS AGREEMENT, **effective July 1, 2018**, 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 **Putah Creek Council**, hereinafter referred to as "Contractor."

The Agency requires services for **Putah Creek Watershed/Native Plant Nursery 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 **Putah Creek Watershed/Native Plant Nursery 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 \$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, 2019**, 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, 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.

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. 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.

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 no additional charge and without restriction or limitation on their use.

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. *(Note: list any subcontractors here)*

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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Kent Anderson, Executive Director  
Putah Creek Council  
106 Main Street, Suite C  
Winters, CA 95694

-----  
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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Kent Anderson,  
Executive Director

## EXHIBIT A

### SCOPE OF SERVICES



**EXHIBIT B**

**RATE OF COMPENSATION**

**LPCCC-CALFIRE-PCC Native Plant Nursery**

July 1, 2018 - June 30, 2019

	RATE	#HOURS UNITS	PROGRAM TOTAL AMOUNT	PUTAH CREEK COUNCIL*	PARTNER CONTRIBUTIONS OR FUNDING					
					LPCCC/SCWA AGREEMENT	LPCCC/SCWA IN-KIND	CALFIRE	YOCHA DEHE COMMUNITY FUND	PLANT SALES	FUNDING NEEDED
<b>LABOR</b>										
<b>PUTAH CREEK COUNCIL</b>										
Executive Director	\$ 75.00	20	\$ 1,500							
Administrative Assistant	\$ 65.00	24	\$ 1,560							
Stewardship Coordinator (Nursery Management)	\$ 70.00	220	\$ 15,400							
Stewardship Coordinator (Events)	\$ 70.00	230	\$ 16,100							
Stewardship Assistant (25 Nursery Events)	\$ 60.00	250	\$ 15,000							
Summer Restoration Interns ( 8 Nursery Events)	\$ 12.00	250	\$ 3,000							
Community Labor	\$ 28.00	1400	\$ 39,260							
<b>Subtotal PCC Labor:</b>			\$ 91,820	\$ 39,060	\$ 35,000			\$ 7,500	\$ 5,000	\$ 5,260
<b>LOWER PUTAH CREEK COORDINATING COMMITTEE</b>										
Water Resource Technician	\$ 45.00	260	\$ 11,700			\$ 11,700				
SCWA Interns	\$ 16.00	260	\$ 4,160			\$ 4,160				
<b>FACILITY-UTILITIES</b>										
Facility Use			\$ 5,000				\$ 5,000			
Water and Electricity			\$ 3,000				\$ 3,000			
<b>MATERIALS, EQUIPMENT, SUPPLIES, SERVICES</b>										
Potting mix, plant containers, fertilizers, leaf analysis, pot washer supplies, landfill fees, etc.			\$ 27,000			\$ 27,000				
Cleaning, sanitation and miscellaneous supplies			\$ 1,000		\$ 1,000					
<b>TRAVEL</b>										
Mileage			\$ 2,000		\$ 2,000					
<b>TOTALS</b>			\$ 145,680	\$ 39,060	\$ 38,000	\$ 42,860	\$ 8,000	\$ 7,500	\$ 5,000	\$ (5,260)

\* Community Volunteer Labor. Assuming an average of 15 volunteers per event for 2.5 hours @ \$28/hour per: <http://www.independentsector.org/resource/the-value-of-volunteer-time/#value>

Name of Project: **WaterWays Education Program**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

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

THIS AGREEMENT, **effective July 1, 2018**, 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 **Putah Creek Council**, hereinafter referred to as "Contractor."

The Agency requires services for **WaterWays 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 **WaterWays 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 \$120,000** 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, 2019**, 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, 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.

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. 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.

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 no additional charge and without restriction or limitation on their use.

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. *(Note: list any subcontractors here)*

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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Kent Anderson, Executive Director  
Putah Creek Council  
106 Main Street, Suite C  
Winters, CA 95694

-----  
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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Kent Anderson,  
Executive Director

## EXHIBIT A

### SCOPE OF SERVICES



**Waterways Education program – Expansion:  
Scope of Work, Schedule & Budget**

**Scope of Work:**

In the time Putah Creek Council has been running WaterWays, the program has been limited to half-day field trips and pre-trip classroom visits. Staffing as well as time and seasonal constraints have limited opportunities for program growth. The current price structure is included for reference:

Cost per 1 classroom	Per 2 classrooms	Per 3 classrooms	Per 4 classrooms	Per 5 classrooms	Average bus cost for 1-2 classrooms	Average bus cost for 3-4 classrooms	Average bus cost for 5 classrooms
\$1,250.00	\$1,500.00	\$2,500.00	\$3,000.00	\$3,500.00	\$500.00	\$750.00	\$1,250.00

Described below are two possible avenues for expansion of the WaterWays program, as well as tentative budgets for each option.

**1. Including a post-field trip lesson for each classroom served**

As students interact with a program multiple times (multi-touch programming), their retention of material increases. WaterWays reintroduced the pre-trip in-class lesson in 2016-2017 with great success, and we hope to develop and deliver a post-trip in-class lesson to reach all participating classrooms in 2017-2018. Lesson content may include brainstorming ways to apply the water conservation and quality themes covered in the field trip to students' lives, identifying water conservation and quality priorities at home and school, and working with students to encourage them to spread program messages beyond the classroom. Below is a draft price structure including both a pre-trip lesson and post-trip lesson:

Cost per 1 classroom	Per 2 classrooms	Per 3 classrooms	Per 4 classrooms	Per 5 classrooms	Average bus cost for 1-2 classrooms	Average bus cost for 3-4 classrooms	Average bus cost for 5 classrooms
\$1,500.00	\$1,750.00	\$2,750.00	\$3,500.00	\$4,500.00	\$500.00	\$750.00	\$1,250.00

**2. Reaching all Solano County schools with WaterWays**

The Solano Water Project serves all school districts in Solano County, making the WaterWays curriculum relevant in all Solano County school districts. Based on a preliminary investigation of schools and classroom distributions in Solano County, we estimate that a full expansion of WaterWays to include all 4<sup>th</sup> or 5<sup>th</sup> graders in Solano County would require the following budget:

Schools	Districts	Classrooms (4 <sup>th</sup> or 5 <sup>th</sup> *)	Program Costs		Bus Costs	Grand Total	
			Without post-trip lesson	With post-trip lesson		Without post-trip lesson	With post-trip lesson
51	6	146	\$130,000.00	\$150,000.00	\$30,000.00	\$160,000.00	\$180,000.00

\*Half classrooms were rounded up to the nearest whole integer.

An expansion of this magnitude would take several years to achieve its full size, as well as coordination with the Solano County Office of Education and significant personnel additions. Expansion in 2018/19 would include ½ of remaining classes, with the full number of classes added in 2019/20.

**Schedule**

Tasks	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Report and Invoice	X			X			X			X		
Planning Activities		X	X	X	X							
Programming				X	X				X	X	X	
Wrap Up												X
Final Report	X											

**Budget**

Costs for all work described above shall not exceed \$120,000.00 in 2018/19 and \$180,000.00 in 2019/20.

Invoices shall include details on hours, rate, and dates during which services were performed.

Final invoice will be accompanied by a report.

**EXHIBIT B**

**RATE OF COMPENSATION**

**Budget Spreadsheet**

<b>DESCRIPTION</b>	<b>RATE</b>	<b>UNITS</b>	<b>COST</b>	<b>IN KIND</b>
<b>Putah Creek Council Personnel</b>				
Executive Director	\$75.00/hr.	54	\$3,000.00	\$1,000.00
Program Manager	\$70.00/hr.	700	\$49,000.00	
Education Assistant	\$25.00/hr.	1,000	\$25,000.00	
Education Interns	\$28.46	200		\$5,692.00
Volunteer/Board Hours	\$28.46	500		\$14,230.00
<b>External Volunteers</b>				
Partner Labor	\$27.00/hr.	2000		\$51,600.00
<b>Materials and Supplies</b>				
Education Materials and Supplies	Lump sum		\$12,000.00	\$5,000.00
Intern Stipends	\$500.00	16	\$8,000.00	
<b>Transportation</b>				
Vehicle Mileage			\$3,000.00	
Buses for Field Trips	\$500.00		\$20,000.00	
<b>PROGRAM TOTALS</b>			<b>\$120,000.00</b>	<b>\$77,522.00</b>

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

### **Our Values**

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

### **How RGS Does Business**

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

## **Agreement for Management and Administrative Services**

**This Agreement** for Management Services ("Agreement") is made and entered into as of the 1<sup>st</sup> day of July 2018, by and between the **SOLANO COUNTY WATER AGENCY**, a municipal Agency ("Agency"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

### **RECITALS**

**THIS AGREEMENT** is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

### **TERMS AND CONDITIONS**

**Section 1. Services.** The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Lead Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a lead advisor to Agency. The lead advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically lead advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

**Section 2. Term of Agreement and Termination.** Services shall commence on or about July 1, 2018, and this Agreement is anticipated to remain in force to June 30, 2020, at which time services may continue on a month-to-month basis until one party terminates the Agreement, or if Exhibit A contains a "not to exceed" amount, until that amount of charges has been reached, at which point the parties shall either amend or terminate this Agreement. This Agreement may be terminated by either Party, with or without cause, upon 30 days' written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

**Section 3. Compensation.** Payment under this Agreement shall be as provided in the **Exhibits**.

**Section 4. Effective Date.** This Agreement shall become effective on the date first herein above written.

**Section 5. Relationship of Parties.**

**5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS' services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

**5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee's Social Security Number or other similar personally identifying information.

**5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, "third party" means another government agency, private company, or individual.

**5.1.3** In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this agreement.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**.
- 5.4** RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)
- 5.5** Agency shall not have any right to discharge any employee of RGS from employment.
- 5.6** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

**Section 6. Loss Occurrence Coverage.** RGS is self-insured and maintains loss occurrence coverage through its membership in the Municipal Insurance Cooperative ("MIC"), a California Joint Powers Authority, which is a risk purchasing joint powers authority. Consistent with sections 990.4 and 990.8 of the Government Code, the MIC provides coverage to RGS, in excess of its member retained limit, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

**6.1 Workers' Compensation Coverage.**

**6.1.1 General requirements.** RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

**6.1.2 Waiver of subrogation.** The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.



**6.2 Commercial General, Automobile, and Professional Liability Coverages.**

**6.2.1 General requirements.** RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

**6.2.2 Minimum scope of coverage.** The MIC MOC is not written on ISO forms but provides coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

**6.3 Professional Liability Insurance.** RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

**6.4 All Policies Requirements.**

**6.4.1 Coverage requirements.** Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

**6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized by the Municipal Insurance Cooperative to bind coverage on its behalf. Agency reserves the right to require complete, certified copies of all Memorandums of Coverage at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

## **Section 7. Legal Requirements.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **Section 8. Keeping and Status of Records.**

- 8.1 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

**8.3 RGS Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

**8.4 Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

**Section 9. Non-assignment.** This Agreement is not assignable either in whole or in part without the written consent of the other party.

**Section 10. Amendments.** This Agreement may be amended or modified only by written Agreement signed by both Parties.

**Section 11. Validity.** The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**Section 12. Disputes.** Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

**Section 13. Governing Law/Attorneys' Fees.** This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

**Section 14. Mediation.** Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

**Section 15. Employment Offers to RGS Staff.** Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

**Section 16. Entire Agreement.** This Agreement, including the **Exhibits**, comprises the entire Agreement.

**Section 17. Indemnification.**

**17.1 RGS' indemnity obligations.**

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

**17.2 Agency's indemnity obligations.** Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

**17.3 Obligations and indemnity related to CalPERS.**

- a. RGS and Agency acknowledge and agree that, if Agency contracts with CalPERS for retirement benefits, it is possible that CalPERS may determine that RGS employees providing services pursuant to this Agreement are common-law employees of Agency and should be enrolled in CalPERS as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons

working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency.

- b. In the event that CalPERS initiates an audit of Agency that includes examination of whether individuals providing services to Agency are Agency's common-law employees, Agency shall inform RGS within five days and share all communications and documents from CalPERS that it may legally share. Agency and RGS shall cooperate to determine the manner of responding to the inquiry and what, if any, documents to provide. Agency agrees not to ask RGS employees for personally identifying information
- c. In the event that CalPERS' preliminary determination is that one or more RGS employees are common-law employees of Agency, Agency shall promptly inform RGS and share all communications and documents from CalPERS that it may legally share. RGS and Agency shall cooperate in determining how to respond to the direction from CalPERS in its preliminary determination, including but not limited to whether and how to make any corrections described in the preliminary determination.
- d. RGS and Agency each reserves the right to file an administrative appeal of a CalPERS determination that an RGS employee is a common-law employee of Agency and should be enrolled in CalPERS as an employee of Agency and to challenge such a decision in court. Agency assigns its right to file an administrative appeal of such a CalPERS determination, if Agency does not itself file an administrative appeal. In the event that either RGS or Agency files an administrative appeal or court challenge of such a CalPERS determination, RGS and Agency each agree to cooperate with each other in pursuit of the action.
- e. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to a CalPERS investigation, including but not limited to costs of an administrative appeal or court challenge. In the event that (1) CalPERS determines that an RGS employee is a common-law employee of Agency and should be enrolled as an employee of Agency; (2) CalPERS determines that a payment is required to enroll the employee as an employee of Agency; and (3) neither RGS nor Agency challenges those determinations or the payment is upheld in a final administrative appeal or court decision, RGS' obligation for any payments to Agency for CalPERS benefits shall be limited to 50% of the employer's share of those payments that Agency may be required to pay.

**Section 18. Notices.** All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: Solano County Water Agency  
810 Vaca Valley Parkway  
Vacaville, CA 95688

RGS: Regional Government Services Authority  
P. O. Box 1350  
Carmel Valley, CA 93924  
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: \_\_\_\_\_, 2018 **Agency**

By: \_\_\_\_\_  
Roland Sanford, General Manager

APPROVED AS TO FORM:

DATED: \_\_\_\_\_, 2018 By: \_\_\_\_\_  
Agency Counsel

DATED: \_\_\_\_\_, 2018 **Regional Government Services Authority**

By: \_\_\_\_\_  
Richard H. Averett, Executive Director

## Exhibit A

### **Compensation.**

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder, including salaries and benefits of employees. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a two and one-half percentage (2.5%) change excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

**Payment Address.** All payments due RGS shall be paid to:  
Regional Government Services Authority  
PO Box 1350  
Carmel Valley, CA 93924

***[EXHIBIT A CONTINUES ON FOLLOWING PAGE]***  
**AGENCY CONTACTS**



**Agency Billing Contact.** Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Sandra Willingmyre, Accountant I	sandra@scwa2.com

**Agency Insurance Contact.** Please provide the contact person to whom the certificate of coverage should be sent:

NAME	ADDRESS
Sandra Willingmyre, Accountant I	sandra@scwa2.com

#### RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$120 to \$175
Deputy Chief Operating Officer	\$120 to \$165
Senior/Lead Advisor	\$115 to \$165
Advisor	\$105 to \$135
Project Advisor	\$95 to \$115
Project Coordinator	\$75 to \$105
Technical Specialist	\$65 to \$95

\*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed of \$150,000 for services provided.

## **Exhibit B**

**Scope of Services.** Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign an RGS employee or employees to perform the functions described below as needed. Services may be performed onsite or remotely.

1. Provide ongoing Human Resources Management services including:
  - 1.2. Provide professional guidance and assistance to Agency staff in the areas of recruitment, selection, training development, compensation, and benefits.
  - 1.3. Conduct recruitments as requested.
  - 1.4. Ensure timely, accurate, and professional delivery of agency-wide human resources programs and activities.
  - 1.5. Ensure staff compliance with departmental policies, procedures and regulations governing human resources activities.
  - 1.6. Interpret and explain human resources policy and procedural decisions to Agency departments, managers and employees.
  - 1.7. Update human resources policies as needed to ensure legal compliance, transparency and best practices.
  - 1.8. Provide assistance to Agency departments in resolving human resources issues, recommending and assisting in implementing corrective courses of action.
  - 1.9. Coach or train managers and supervisors on policies and implementation, prepare educational and informational and procedural documents, and participate in implementation meetings as needed.
  - 1.10. Coach supervisors as needed in team building, conflict resolution, and other collaborative workplace skills.
  - 1.11. Review of classification descriptions and FLSA designation and update as needed.
  - 1.12. Draft specific documentation relevant to resolving a range of personnel issues; coach supervisors on conducting sensitive personnel conversations.
  - 1.13. Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
  - 1.14. Coordinate and assist with leave management, including but not limited to workers' compensation, FMLA, and reasonable accommodation.
  - 1.15. Update HR systems documentation for current best practices.
  - 1.16. Review of the occupational safety policies, resources and administrative systems to ensure legal compliance and best practices.
2. Provide ongoing Finance Management services including:
  - 2.1. Develop long-range financial plans, strategies and forecasts in consultation with Agency management.
  - 2.2. Assist Agency management with the development of the AGENCY'S annual budget.
  - 2.3. Provide professional advice regarding the management of the AGENCY'S accounting records and financial reporting processes, including the preparation of the AGENCY'S comprehensive annual financial report and other required annual audit reports.
  - 2.4. Participate in preparation of staff reports as needed prior to their submittal to the Agency Council for the purpose of fiscal policy and/or financial review.
  - 2.5. Assist Agency management with development of workflows and procedures, and provide advice and/or training to support staff at all levels Agency-wide to effectively participate and utilize systems to accurately record information and obtain data to provide decision-making support.

- 2.6. Research best practices and draft finance operations and administrative policies, procedures, forms and templates to develop an effective and compliant system of financial management practices.
  - 2.7. Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
  - 2.8. Confer with management and staff as needed to obtain input and/or feedback regarding policy and procedure recommendations.
3. Advisors will be reasonably available to perform services during the normal work week The RGS team assigned will be led by an RGS Lead Advisor who will both perform work and direct projects to other RGS staff as needed. Qualified RGS staff with equal or lower bill rates will be assigned to projects or tasks Lead Advisor's discretion.
  4. Lead Advisor will meet as often as necessary for the purpose of consulting about the AGENCY'S finance and human resources management needs and issues, and the scope of work performed. Projects and activities may be modified on request of the Agency with the agreement of the Lead Advisor. Agency will only be invoiced for the actual hours worked.

Name of Project: **Water Coordination Program**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective July 1, 2018**, 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 **Richard Heath & Associates, Inc. (RHA)**, and hereinafter referred to as "Contractor."

The Agency requires services for the **Water Coordination 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 **Water Coordination 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 \$59,375.00** 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 **July 1, 2018** date and **June 30, 2019** 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. 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.

9. ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by a mutually acceptable arbitration organization. The place of arbitration shall be Fresno, California, and California law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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. *(Note: list any subcontractors here)*

11. 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  
Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR  
Richard Heath & Associates, Inc.  
590 W. Locust Ave., Suite 103  
Fresno, CA 93650

-----  
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: \_\_\_\_\_

Roland Sanford, General Manager  
Solano County Water Agency

By: \_\_\_\_\_

\_\_\_\_\_  
Richard Heath & Associates, Inc.

## EXHIBIT A

### SCOPE OF SERVICES

#### Overview

RHA will provide enrollment and assessment services to 2,050 low-income customers in Solano County by June 30, 2019. Customers may reside in single family homes, multifamily residences, or in mobile homes.

#### Program Services

##### Marketing and Outreach

Conservation Specialists will conduct outreach in low-income communities to raise awareness of the water and energy conservation program. Outreach activities may include:



- Utilizing targeted lists of ratepayer assistance high-energy customers from PG&E
- Canvassing in communities with high concentrations of low- and moderate-income households
- Attending events in the community

Direct referrals for service may also come from PG&E requesting assistance, such as high bill clients or those calling the ESA hotline

##### Enrollment and Qualification

A Conservation Specialist will gather enrollment and qualification information from the customer utilizing the Water Efficiency Program form. Information collected will include:



- |                |                                |                                             |
|----------------|--------------------------------|---------------------------------------------|
| - Name         | - Owner or renter              | - Number of people living in household      |
| - Address      | - Water utility name           |                                             |
| - E-mail       | - Water utility account number | - Single family, multifamily or mobile home |
| - Phone number |                                |                                             |

The Conservation Specialist will determine whether the customer qualifies for the ESA program.

If the residence is owner occupied, the customer will sign the Property Owner Waiver, authorizing staff to conduct work on-site and allowing for the release of information. If the customer is a tenant, the landlord must sign the Property Owner Waiver. If one of the following measures are installed: showerhead or thermostatic valve.

##### Assessment and Water Conservation Education

The Conservation Specialist will meet with the customer in their home and will provide a verbal overview of the assessment process. Following this, the Conservation Specialist will conduct an indoor assessment by walking through the home with the customer, visually inspecting every room, and providing water and energy conservation education based on opportunities observed.

During the assessment, the Conservation Specialist will assess existing equipment and fixtures for leaks and upgrade opportunities. The water portion of this assessment will include:



- Visual inspection of faucets, showerheads, and toilets
- Testing each toilet for leaks utilizing dye tablets



At the conclusion or during the walk-through, the Conservation Specialist will provide the customer with recommendations on ESA measures that can be installed to decrease water and energy consumption. The customer has the choice of which measures are installed.

At this time, the customer will be notified if one or more of their toilets are leaking and that a referral of the leak along with the age and type of each toilet will be sent to Solano County Water Agency. Based on the referral, Solano County will contact the customer to come out and install new toilets, if needed.

## Installation

With the customer's approval, the Conservation Specialist will install the faucet aerators, the simplest hot water conservation measure.



A second visit will be scheduled to install more complicated water conservation measures, such as showerheads, and thermostatic shower valves. To ensure a smooth and satisfactory customer experience, RHA will coordinate the work of all contractors to provide expeditious, comprehensive, and convenient delivery of installation services. At all times, the RHA team will adhere to rigorous program guidelines for installation and site clean-up. Installers will adhere to Installation Standards and Material Specification provided by RHA.

## Inspection

Quality assurance inspections will be conducted on a sample of all work completed. Appropriateness of measure selection, correct installation, and site clean-up are all included in the inspection process. For ESA-qualified customers, approximately 10% of homes will be inspected on-site. Additionally, RHA staff will conduct customer telephone surveys to "spot check" installed measures listed on the program tracking database to remotely verify work completed and customer satisfaction on approximately 3% of all homes served.



The results of these inspections will be compiled in a monthly report, which will contain a description of quality issues found and a detailed explanation of corrections implemented.

## Reporting

RHA will create customized reports based on data collected during the assessment and installation phases. Reporting may include the number of households served by zip code, education provided, and measures installed. Invoices for services delivered will be created on a monthly basis.



## Program Management

RHA will manage all aspects of the test program. From the training of staff and contractors through program closeout, our skilled project management team will ensure the test program is skillfully managed to meet objectives.



## EXHIBIT B

### RATE OF COMPENSATION

#### Services and Measure Pricing

Service	Cost per Household	Description
Basic Indoor Assessment	No Charge	Paid 100% by PG&E. Includes enrollment and qualification as well as an assessment of all indoor water structures for leaks and water efficiency. Faucet aerators are installed, high efficiency showerheads are installed along with Thermostatic Shower and Tub Valves when PG&E is the water heating source.
Toilet Dye Tab Test	\$ 5.00	Check each toilet in the home for leaking and document the results.
Referral of Toilet Information to Water Agency	\$ 20.00	The leak as well as the age and type of toilet is reported to the Water Agency via an electronic referral email.

#### Management Fee

The service and measure pricing above cover the direct delivery of program services. RHA will add a 10% management fee for all services delivered and measures billed to cover program management costs.

#### Customization Fee

There will be a \$3,000 customization fee billable at program initiation. This fee will offset the costs of designing and printing customized forms with SCWA's logo (if desired), database set-up, staff and contractor training, and other miscellaneous start-up costs.

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

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective July 1, 2018**, 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 Douglas Nolan DBA Rock Steady Juggling, 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 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 \$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, 2019** 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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Pkwy, Ste. 203  
Vacaville, CA 95688

CONTRACTOR

Douglas Nolan  
Rock Steady Juggling  
PO Box 662  
El Granada, CA 94018

-----  
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  
cc

By: \_\_\_\_\_  
Roland Sanford, General Manager  
Solano County Water Agency

By: \_\_\_\_\_  
Douglas Nolan, Owner  
Rock Steady Juggling

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Rock Steady Juggling (RSJ) will schedule and perform assembly programs in Solano County schools during the 2018-2019 school year.

The assembly program will promote water conservation and awareness of water as a precious natural resource.

RSJ will create and modify the script based on feedback from the Solano County Water Agency (SCWA).

RSJ will schedule performances directly with the schools on a first come-first serve basis.

RSJ will send a spreadsheet of the scheduled performances to SCWA.

RSJ will invoice SCWA monthly.

## **EXHIBIT B**

### **RATE OF COMPENSATION**

RSJ fees are all inclusive (administrative, performance, travel, costume, props/materials, etc):

\$500 for 1 show in a school

\$750 for 2 back to back shows in the same school

Most schools will want 2 back to back shows. Based on a total budget of \$30,000 RSJ will perform up to 40 shows at Solano County schools.

Name of Project: **Professional IT Support**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective July 1, 2018**, 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 **Shandam Consulting, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Professional IT Support**; 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 **Professional IT Support**, 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 \$175,000** 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, 2019** 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.

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, 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.

## 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.

## 10. 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.

11. 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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Elmira, CA 95688

CONTRACTOR

Scott Howard, Principal  
Shandam Consulting, Inc.  
2005 N Street  
Sacramento, CA 95811

-----  
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: \_\_\_\_\_  
Roland Sanford  
General Manager

By: \_\_\_\_\_  
Scott Howard,  
Principal

**EXHIBIT A**

**SCOPE OF SERVICES**

*Network Services Proposal*

*Response to Request for Quote*

*May 24th, 2018*

*For:*

*Solano County Water Agency*



Prepared by:

Shandam Consulting, Inc  
1321 20<sup>th</sup> Street  
Sacramento, CA 95811  
Phone: 916.444-7872  
<http://www.shandam.com>

Shandam Consulting  
Network Consulting Services

**Table of Contents**

Section 1 – Cover Letter .....3

Section 2 – Scope of Work .....4

Section 3 – Client References .....5

Section 4 – Cost Proposal .....6

Section 5 – Terms & Conditions.....7

Section 6 – Signature Page .....9

Section 7 – About Shandam Consulting .....10

## Section 1 – Cover Letter

May 24th, 2018

Mr. Chris Lee - Supervising Environmental Scientist  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

Subject: Response to Request for Quote for Information Technology support services.

Dear Mr. Lee,

In accordance with the above referenced project description, Shandam Consulting is pleased to present a proposal for Information Technology support services.

Shandam Consulting has been designing, building and maintaining sophisticated network environments for over 18 years. Our consultants possess certifications from industry leading vendors such as Cisco, Palo Alto Networks, F5, Aruba and Juniper, and have extensive experience with projects of similar size and scope. Our references include the Fair Oaks Water District, the Solano Irrigation District and the Central Coast Water Authority. We believe that when you talk with the references that have been provided, you will find that our customers truly enjoy the relationship that we've developed with them and that they find significant value in the services that we provide.

The pricing and functional categories are offered via Shandam Consulting's CMAS number 3-15-70-2036E. Shandam is also a certified small business #27777 by the Department of General Service's Small Business Office and a copy has been provided in Section 10 of this proposal. Shandam is also a registered California Corporation #C2358614 and its Federal EIN is 68-0482706

Thank you for the opportunity to present this proposal, we look forward to a mutually beneficial relationship with the Solano County Water Agency.

Sincerely,



Scott Howard  
President and CEO  
Shandam Consulting  
1321 20<sup>th</sup> Street  
Sacramento CA 95811  
916-444-7872 x201

## Section 2 – Scope of Work

SCWA has requested that Shandam Consulting provide consulting services to help maintain the SCWA network on a scheduled basis. In accordance with this goal, Shandam Consulting proposes the following Scope of Work:

### 1. Scheduled Network Consulting Support:

#### a. *Full-range of technical expertise that can solve virtually any IT issue:*

- i. Network troubleshooting, diagnosis, analysis and repair:
  - 1. PC Workstations
  - 2. Network Servers (Windows 2008, 2012, etc.)
  - 3. Network Services (DHCP, DNS, Active Directory, etc.)
  - 4. Network Applications (MS Exchange, web servers, data backup, etc.)
  - 5. Virtualization (VMware server and client)
  - 6. Etc.
- ii. Project based IT consulting, including:
  - 1. SCADA Network design & implementation
  - 2. Data center & network design and implementation
  - 3. PDO network connectivity upgrade
  - 4. Wired & wireless connectivity
  - 5. Telephony / Unified Communications
  - 6. Network assessments
  - 7. Network monitoring
  - 8. Etc.

### 2. On Call Care:

#### a. *Support and troubleshooting when you need it, on-site or on the phone:*

- i. On-site support during business hours **\$175 per hour for services performed**
- ii. Minimum charge: **2 hours per visit**
- iii. Remote or telephone support during business hours: **\$175 per hour for services performed**
- iv. Support outside business hours: **\$175 per hour for services performed**
- v. Minimum charges: **On-site: 2 hours per visit, Telephone: 1 hour per incident**
- vi. On-site visits during business hours are charged travel time at a standard one-way time from our office to your location, in addition to actual time worked.
- vii. On-site visits outside business hours are charged travel time at the actual round-trip time from the consultant's location to your location, in addition to actual time worked.
- i. Visits outside business hours are only done at your specific request.

### 3. Progress Reports:

#### a. *Shandam Consulting shall submit progress reports to SCWA on a monthly basis which describe:*

- i. Overall project progress by task
- ii. The degree of completion for each task
- iii. Variance from planned schedule by task and resource
- iv. Status of deliverables
- v. Problems and other information requested by the SCWA Contract Manager
- vi. Scheduled contractor availability (Vacations, illness, training, etc.)
- vii. These reports are due COB each Friday, and a copy of the report will be submitted to the Contract Manager by e-mail in PDF format.



## Section 3 – Client References

Below you will find three Information Technology consulting references for Shandam Consulting

Contractor Reference Number 1:	
Company Name:	Central Coast Water Agency
Company Address:	255 Industrial Way Buellton, California 93427
Company Contact Name:	John Brady - General Manager
Company Contact Phone:	(805) 688-2292 x228
Company Contact Fax and/or Email Address:	jlb@ccwa.com
Contract / Service Description:	See below
IT Infrastructure assessment, led a network switching platform evaluation and selection effort, SCADA network design and implementation and staff mentoring.	

Contractor Reference Number 2:	
Company Name:	Solano Irrigation District
Company Address:	810 Vaca Valley Parkway - Suite 201 Vacaville, CA 95688
Company Contact Name:	Victor Nava
Company Contact Phone:	(707) 455-4059
Company Contact Fax and/or Email Address:	vnava@sidwater.org
Contract / Service Description:	See below
Network design, implementation and support. SCADA network design & implementation, wireless network design and implementation.	

Contractor Reference Number 3:	
Company Name:	Fair Oaks Water District
Company Address:	10326 Fair Oaks Blvd Fair Oaks, CA 95628
Company Contact Name:	Tom Gray - General Manager
Company Contact Phone:	(916) 967-5723
Company Contact Fax and/or Email Address:	tgray@fowd.com
Contract / Service Description:	See Below
IT Infrastructure Assessment	

## Section 5 – Terms & Conditions

This Contract for Services (this "Contract") is made effective as of June 1st 2018, by and between Solano County Water Agency of 810 Vaca Valley Parkway Vacaville, CA 95688, and Shandam Consulting Inc. of 1321 20<sup>th</sup> Street Sacramento, CA 95811. In this Contract, the party who is contracting to receive services will be referred to as "SCWA" and the party who will be providing the services will be referred to as "Shandam."

**1. DESCRIPTION OF SERVICES.** Beginning on June 1<sup>st</sup> 2018, Shandam will provide to Solano County Water Agency (SCWA) the services described in the Section 1 of this document (collectively, the "Services").

**2. PAYMENT FOR SERVICES.** In exchange for the Services SCWA will pay Shandam according to the following schedule:

All fees and expenses will be invoiced monthly for services delivered in arrears and will be payable within thirty (30) days of the date of invoice.

**3. TERM.** This Contract will terminate automatically upon completion by Shandam of the Services required by this Contract.

**4. CONFIDENTIALITY.** Shandam, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Shandam, or divulge, disclose, or communicate in any manner, any information that is proprietary to SCWA. Shandam and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, Shandam will return to SCWA all records, notes, documentation and other items that were used, created, or controlled by Shandam during the term of this Contract.

**5. WARRANTY.** Shandam shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Shandam's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Shandam on similar projects.

**6. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**7. ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other Contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral Contracts between the parties.

**8. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**9. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of California.

**10. MODIFICATION OF CONTRACT.** Any amendment or modification of this Contract or additional obligation assumed by either party in connection with this Contract will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

**11. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the parties of this Contract as follows:

Solano County Water Agency  
810 Vaca Valley Parkway - Vacaville, CA 95688  
Attention: Chris Lee

Shandam Consulting  
1321 20<sup>th</sup> Street, Sacramento, CA 95811  
Attn: Scott Howard

or to such other address as to which any Party may from time to time notify the other.

**12. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**13. PAYMENT PENALTIES.** A late payment penalty of 10% will be charged for invoices delinquent over 60 days.

**14. PERFORMANCE.** The parties agree to do everything necessary to ensure that the terms of this Contract take effect.

**15. PERFORMANCE PENALTIES.** No performance penalty will be charged if the Shandam does not perform the Services within the time frame provided by this Contract.

**16. NON-SOLICITATION.** Any attempt on the part of the SCWA to induce to leave Shandam's employ, or any effort by SCWA to interfere with the Shandam's relationship with its employees or other service providers would be harmful and damaging to the Shandam.

SCWA agrees that during the term of this Contract they will not in any way directly or indirectly:

induce or attempt to induce any employee or other service provider of the Shandam to quit employment or retainer with Shandam;

otherwise interfere with or disrupt the Shandam's relationship with its employees or other service providers;

discuss employment opportunities or provide information about competitive employment to any of the Shandam's employees or other service providers; or

solicit, entice, or hire away any employee or other service provider of Shandam.

**17. CAPACITY/INDEPENDENT CONTRACTOR.** It is expressly agreed that Shandam is acting as an independent contractor and not as an employee in providing the Services under this Contract. Shandam and SCWA acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service.

**18. COSTS AND LEGAL EXPENSES.** In the event that legal action is brought to enforce or interpret any term of this Contract, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

**19. LIMITATION OF LIABILITY.** It is understood and agreed that Shandam will have no liability to SCWA or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

**20. INDEMNIFICATION.** SCWA will indemnify and hold the Shandam harmless from any claims against SCWA by any other party, arising directly or indirectly out of the provision of the Services by Shandam.

**21. ENUREMENT.** This Contract will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

**22. DISPUTE RESOLUTION.** In the event a dispute arises out of or in connection with this Contract the parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

**23. WAIVER.** The waiver by either party of a breach, default, delay or omission of any of the provisions of this Contract by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**24. PROVISION OF EXTRAS.** The Customer agrees to provide, for the use of the Service Provider in providing the Services, the following extras: system passwords, configuration information, all hardware and software and physical access to computers and facilities as needed for the completion of the Services.

**25. PLACE OF PERFORMANCE.** The services shall be performed at SCWA's offices or, part or all of the services may be performed at Shandam's offices. If travel to other SCWA offices is necessary for successful completion of the engagement, such additional travel will be approved in advance by SCWA and will be additionally billed to SCWA for reimbursement.

## Section 6 – Signature Page

Accepted by:

### Solano County Water Agency

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

On \_\_\_\_\_  
Date

Solano County Water Agency  
810 Vaca Valley Parkway  
Vacaville, CA 95688

### Shandam Consulting

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

On \_\_\_\_\_  
Date

Shandam Consulting  
1321 20<sup>th</sup> Street  
Sacramento, CA 95811  
916-444-7872 x201

Purchase Order No. \_\_\_\_\_

California Certified Small Business # 27777



California Multiple Award Schedule (CMAS) 3-03-70-2036E



## **Section 7 – About Shandam Consulting**

Shandam Consulting was established in Sacramento in 2001 and specializes in providing network assessments, network architecture support and network optimization for both private and public-sector clients. Shandam is a pure consulting firm and does not sell anything other than our collective expertise. Below is a partial list of organizations for which Shandam Consulting has successfully worked with to optimize their Information Technology infrastructures:

- California Energy Commission
- Department of Water Resources
- California Public Utilities Commission
- Victims Compensation and Government Appeals Board
- San Joaquin Delta College
- Sacramento Public Library
- CLAS Information Systems
- Office of Statewide Hospital Planning and Development
- Central Coast Water Agency
- Fair Oaks Water District
- Solano Irrigation District
- Western Energy Coordination Council
- State Water Resources Control Board
- Los Rios Community College District
- California Hospital Association
- California Community Chancellors Office
- Delta Stewardship Council
- California State Lands Commission
- Benefit Resources Inc.
- California Independent System Operator
- California Conservation Corp
- Contractors State Licensing Board
- California State Employees Association
- California Department of Mental Health
- California Department of Conservation
- Garden Grove Unified School District
- School Services of California
- Intercare Health Insurance Inc.
- TESCO Controls Inc.
- Raley's Fine Family of Stores
- Ettore's Fine European Bakery & Restaurant
- North Orange County Community College District

**EXHIBIT B**

**RATE OF COMPENSATION**

## Section 4 – Cost Proposal

### CONTRACT PERIOD

Service Commencement Date 6/1/2018

Service Termination Date: 5/30/2019

### RATES AND PAYMENTS

#### 1. Rates:

The following are Shandam Consulting's rates:

***RATE TABLE***

Consultant Level	CMAS List Rate (Hourly)	Discounted Rate	Budgeted Hours	Estimated Total Amount
Network Technician	\$175.00	\$150.00		
Network Engineer	\$210.00	\$165.00		
Network Architect	\$210.00	\$175.00		
Network Security Specialist	\$210.00	\$175.00		
Project Manager	\$185.00	\$165.00		
<b>Total Budgeted Hours</b>				
<b>Total Dollars</b>				<b>\$175,000</b>

All Services specified above are provided on a time and materials ("T&M") basis; that is, Client shall pay Shandam Consulting for all of the time spent performing such Services, not to exceed the contractual maximum of \$175,000. Any estimate related to the Services performed under this Engagement Agreement is intended to be an estimate for Client's budgeting and Shandam Consulting resource scheduling purposes. Once fees for Services reach maximum amount of \$175,000, Shandam Consulting will notify Client and will stop providing services until an amended or new contract is place.

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

**SOLANO COUNTY WATER AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective July 1, 2018**, 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 \$172,500** 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, 2021** 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

Roland Sanford, 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: \_\_\_\_\_  
Roland Sanford,  
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.

#### **Program Deliverables**

- **Three, one-hour in-class pre-field trip lessons (RCD Educator led)**

Students participate in activities to help them better understand their local watersheds. Each lesson builds on the concept of the interconnectedness of our natural resources and prepares students for their field trip visit to the Suisun Marsh by providing them contextual understanding of the area through a variety of methods.

Lesson 1 - Addresses the characteristics of a watershed and demonstrates how storm water pollution affects our creeks, marsh, and ocean. We use an Enviroscope model that involves the addition of representative "pollutants" (motor oil, animal waste, and trash) to a model landscape, adding representative "rain," and tracking where the water goes. Students examine how excess use of water resources can result in polluted water entering storm drains and therefore why it is important to conserve water.

Lesson 2 - Students look at the geography of Solano County through various types of maps and students understand how water moves through our County and out to the Delta. We include aerial maps and/or Google Earth to visually connect "watersheds" with the Solano County landscape. Students then interpret the flow of water from source to sink.

Lesson 3 - Students complete a prediction of their household's water use for an upcoming day based on their family's usual water behaviors. After they complete their prediction, students take their worksheet home and log their family's water use – as well as their own – for an entire day. Students also calculate the cost of their day's water use and extrapolate it for a year. The goal of this lesson is to get students to assess if their water use is more or less than they predicted and to implement, along with their families, water conservation measures, as well as to consider how excess water usage impacts their watershed.

Poster Session (optional) - Students research an endangered or threatened species found in and around the Suisun Marsh watershed. Students work in teams to create a presentation about the species and present their findings to their classmates.

Field Trip to North Bay Regional Water Treatment Plant (optional) – Students are offered a visit to learn more about waste water.

- **Program manuals for students**

All participants are provided with a 36 page journal filled with program related information and activities, revised and updated each year to best reflect current environmental stewardship issues. These are used throughout the program to enhance the field trip and classroom lessons.

- **All day field trip to Rush Ranch Open Space in the Suisun Marsh**

The program is built around a full-day field trip to Rush Ranch Nature Center, where students participate in a variety of activities. Students act as different types of scientists by rotating through three hands-on learning stations covering the marsh's soil, water, and plants. At the soil station, students use a color chart to identify soil composition and use their hands to experience the different textures of soil in the marsh and grassland. At the water station, students test the water from First Mallard Slough for dissolved oxygen, temperature, phosphate, pH, and turbidity. As a small group, they discuss the data from the experiments and theorize how various types of pollution may affect Suisun Marsh and other waterbodies. At the plant station, students set up a plant sampling quadrat by using a hula-hoop to randomly select a site. Students analyze the percent cover of plant species (native or non-native) within the site using plant guides created by Suisun RCD.

Following the stations, students enjoy lunch at the picnic tables in the eucalyptus grove. Students also take a moment to assess the environmental impact of their lunch choices and how they can utilize the Three R's (reduce, reuse, recycle) to have a waste free lunch.

Following an interpretive watershed walk, students sit quietly on top of Overlook Hill and write poetry about their experiences and impressions of the wetland. Teachers submit the poems to River of Words. River of Words is a California-based non-profit organization that connects kids to the watersheds they live in through art and poetry. The organization runs an annual Art and Poetry Contest in conjunction with the Library of Congress.

- **One hour long, in-class post-field trip lesson**

Lesson 4 - Students discuss the issues surrounding marine debris and their role in its creation and management. After describing how trash enters the ocean from in-land sources (watersheds), students then conduct a Solano County trash survey by sorting and counting the number of "trash" items collected during a "volunteer cleanup event." From this activity, students can describe that the most common items ending up in Solano County waterways consists of single use, mainly plastic items. After quantifying the trash, participants create a plan of action to reduce the amount of waste they personally contribute to the environment (such as by practicing the Three R's).

- **Solano County OUTDOORS guide for each student (dependent on funding)**

At the end of the field trip, students are provided a passport-sized 39 page guide to Solano County parks and open space. They are encouraged to use it to continue the exploration of the outdoor world all over the county.

## EXHIBIT B

### RATE OF COMPENSATION

Director	\$ 66.00 – 70.00 /hr
Contractor (Kathleen)	\$ 75.00 /hr
Program Manager	\$ 55.00 – 60.00 /hr
Educators	\$ 30.00 – 31.00 /hr
Lead Educator	\$ 32.50 – 33.50 /hr
Program Coordinator	\$ 48.50 – 53.00 /hr

Name of Project: **Lake Berryessa Outreach**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

(Professional Services/Professional Liability/no General Liability no Auto)

THIS AGREEMENT, **effective July 1, 2018**, 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 for 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 \$65,000** 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, 2020** 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. 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, 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.

#### 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

Roland Sanford, 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**

**By:\_\_\_\_\_**

**Roland Sanford  
General Manager**

**By:\_\_\_\_\_**

**Joe Martinez  
Board President**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Solano Resource Conservation District (RCD) will provide public education and outreach for Lake Berryessa with a specific focus on protecting water quality and distributing bilge pads. The Solano RCD will oversee the Lake Berryessa Outreach program and participate in other activities as needed such as the Lake Berryessa Watershed Partnership.

## **EXHIBIT B**

### **RATE OF COMPENSATION**

<u>PERSONNEL CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Program Director	\$66.5
Program Manager	\$55
Program Coordinator	\$49
Program Assistant	\$26.5
Program Intern	\$24.5
Program Educator (varies)	\$30

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: **Geomorphic Assessment and Design**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

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

THIS AGREEMENT, **effective July 1, 2018**, 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 Streamwise, hereinafter referred to as "Contractor."

The Agency requires services for **Geomorphic Assessment and Design**; 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 **Geomorphic Assessment and Design**, 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, 2019** 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.

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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Rick Poore  
Streamwise  
600 South Mount Shasta Blvd.  
Mt. Shasta, CA 96067

-----  
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: \_\_\_\_\_  
Roland Sanford,  
General Manager

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Professional services to include but not limited to:

- Performing geomorphic studies
- Conducting field reconnaissance and data collection
- Performing project development and planning
- Performing project design
- Conducting construction staking
- Performing construction supervision
- Other duties as assigned

## **EXHIBIT B**

### **RATE OF COMPENSATION**

Labor	\$ 110.00 per hour
Travel	\$ 55.00 per hour
Lodging and incidentals	at cost with receipts
Mileage	at federal rate

Name of Project: **Sustainable Solano Initiative**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Professional Liability/no General Liability no Auto)**

THIS AGREEMENT, **effective July 1, 2018**, 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 Sustainable Solano, hereinafter referred to as "Contractor."

The Agency requires services for implementation of Sustainable Solano Initiative; 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 Sustainable Solano Initiative, 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 \$127,830** 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.

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

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, 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.

**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.

### **Approved Subcontractors**

Kathleen Huffman, "The Repurposed Okie" landscaping business

Greywater Action (fiscal sponsor – Ecology Center of Berkeley)

Nam Nguyen, graphic design

Leila Rand, website design and ongoing updates

Jill Jacobs, attorney

Natalya Attestatova, CPA – annual fiscal review and year-end federal and state reporting

### **Speakers:**

David Shaw, permaculture designer, director of Common Grounds ecology center at UCSC

Lydia Neilson, permaculture designer

John Valenzuela, permaculture designer

Joshua Burman Thayer, landscaper

Jason Lingnau, Intuitive Gardens, greywater installer

Denise Rushing, author, permaculture designer, farmer

Jessica Bates, permaculture designer

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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Elena Karoulina, Executive Director  
Sustainable Solano  
P.O. Box 1215  
Benicia, CA 94510

---

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: \_\_\_\_\_

Roland Sanford  
General Manager

By: \_\_\_\_\_

Elena Karoulina  
Executive Director

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

**Task 1 Professional Landscapers Outreach and Education**

**Subtask 1.1 Ongoing efforts to involve local landscaping professionals into the sustainability movement**

Continue networking with local professionals. Promote sustainable landscaping businesses through Sustainable Solano website and social media. Educate Solano County landscapers through the QWEL curriculum.

**Subtask 1.2 Certify Solano County Landscapers**

Certify landscapers through the QWEL training curriculum to become QWEL Certified landscapers who work in the Solano County area. Create a contact list of landscapers who have been certified to then be promoted by the Solano County Water Agency Water Conservation Programs.

**Task 2 General Public Outreach and Education**

**Subtask 2.1 Speakers, workshops and demo garden tours**

Host public talks on permaculture, sustainability and the relationships between our everyday choices and water. Host sustainable landscaping classes and workshops open to the public. Host demonstration garden tours of previous projects open to the public.

**Subtask 2.2 Demonstration Gardens on Private Property**

Host workshops to install demonstration gardens of permaculture and laundry to landscape open to the public. Each demonstration garden will be based on a model "Seed Plot" adopted for the particular climate of the municipality. Each workshop will consist of the following primary principles:

- **Wise Water:** Class on the principles of sustainable landscape based on available secondary water; calculation of water budget; introduction of the principles of "slow it, spread it, sink it"; roof-water harvesting; and sheet mulching instead of removing to build soil, followed by a hands-on guided workshop outside.
- **Laundry-to-Landscape:** Participants will learn about the history of greywater use and current legislation; the safety principles and the California plumbing code related to greywater; the water requirements for the existing landscape of the workshop house and the capacity of the L2L system; and the key aspects of a simple, gravity-fed L2L system installation that does not require a permit in California. The outdoor portion of the workshop will include hands-on work in the existing landscape to prepare it for greywater (small trenches, mulch basins and pipe layout) and the indoor part of installing a three-way valve in the laundry room and preparing the house wall for a pipe. The system will be tested at the end of the workshop followed by a Q&A session.

- **Rainwater Barrels:** The indoor part of the workshop will cover various forms and sizes of the barrels and sourcing the barrels in local markets; during the outdoor part of the workshop, the participants will have hands-on experience of installing at least one rain barrel.
- **Plant Choices:** Host a detailed discussion about the choice of plants for this demonstration garden (Mediterranean and native plants; fruit trees; ground cover's role and functions). The hands-on part of the workshop will include planting, mulching, installing a drip irrigation system and testing of all water sources: roof-water, L2L, rain barrels and drip irrigation systems. The participants will take home a handout describing the work done, the water budget calculations and local resources for education and landscaping.

#### **Subtask 2.4 Continue promotion of L2L greywater**

Continue to promote laundry to landscape principles and host workshops to be performed by independent contractors to promote greywater concept.

### **Task 3 Project Management**

Project management activities include bookkeeping and invoicing, hiring and supervision of staff, consultants, contractors and volunteers, attendance at Solano County Water Agency Urban Water Conservation Committee meetings, and the preparation of quarterly progress reports to the SCWA summarizing work status and budget.

**NOTE:** Sustainable Solano will seek approval from SCWA before initiating any additional subcontracts for this Project.

## **Deliverables to Solano County Water Agency**

### **Annually**

- Copy of most recent Tax Form 990.
- Proof of Insurance
- Annual Report on percent of Tasks complete. The final completion report will describe the work performed as a part of the pilot program, which elements of the pilot program were successful and why, any elements of the pilot program that were not successful, and recommendations for expanding the pilot program, if appropriate.

### **Monthly**

Sustainable Solano will invoice Solano County Water Agency on a monthly basis. The invoice will include:

- Personnel hours (name and title) of staff member, and copies of timesheets for that period (upon requests)
- Copies of invoices for all charges reflected in the invoice.
- Copies of receipts for all materials charged.
- Summary of work performed towards Tasks and Subtasks completion for that period.

Sustainable Solano will attend the monthly Urban Water Conservation Committee Meetings and present a summary of work performed in the previous month and anticipated work coming up in the next month.

- The summary will include dates, locations, and times (if available) of all functions.
- The summary will include a list of key stakeholders who Sustainable Solano wishes to make contact with so a city representative can be tasked with making that connection.

### **Quarterly**

- Quarterly reports will be submitted to Solano County Water Agency consisting of
  - Copies of instructor curriculum's, recent event flyers, social media posts, relevant documentation.

All Sustainable Solano projects and demonstration gardens will need to comply with both QWEL principles and the current Solano County Water Agency Water Efficient Landscape Rebate Terms and Conditions.

## EXHIBIT B

### RATE OF COMPENSATION

Solano Sustainable Initiative Program - July 1 2018- June 30 2019 Budget			
Task/Activity	Rate or Unit Cost	Hours or # of Units	Cost
<b>Task 1: Professional Landscapers Outreach and Education</b>			
Sustainable			
Solano Personnel			
Executive Director	\$35/hour	400	\$ 14,000
Program Manager	\$25/hour	600	\$ 15,000
Public Outreach Manager	\$25/hour	0	\$ -
Fringe Benefits	12%		\$ 3,480
Other			
Professional development - personnel	\$2,000	1	\$ 2,000.00
			\$ 34,480
<b>Task 2: Education for general public and landscapers</b>			
Sustainable			
Solano Personnel			
Executive Director	\$35/hour	100	\$ 3,500
Program Manager	\$25/hour	1400	\$ 35,000
Public Outreach Manager	\$25/hour	200	\$ 5,000
Fringe Benefits	12%		\$ 5,220
Speakers	\$500	2	\$ 1,000
Classes	\$100	5	\$ 500
Instructors for L2L full-day greywater workshops	\$1,400	3	\$ 4,200
Instructors for half-day greywater workshops	\$500	5	\$ 2,500
Landscape designer/instructor for demo gardens	\$2,000	2	\$ 4,000
Instructor for rain barrel workshop	\$250	3	\$ 750
Other			
Meeting Room Rent	\$20/hour	40	\$ 800
Plants and Material for Demo Gardens	\$2,500	5	\$ 12,500
Printing and Copying	\$800	1	\$ 800
Promotional Expenses	\$5,000	1	\$ 5,000
			\$ 80,770
<b>Task 3: Project management</b>			
Sustainable			
Solano Personnel			
Executive Director	\$35/hour	275	\$ 9,625
Fringe Benefits	12%		\$ 1,155
Contractor Services			
Fiscal Management	\$1,000	1	\$ 1,000
Other			
Office Supplies	\$500	1	\$ 500
Telephone & Post Office Services	\$300	1	\$ 300
			\$ 12,580
<b>TOTAL:</b>			<b>\$ 127,830</b>

Name of Project: **SCWA Office Expansion**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective July 1, 2018**, 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 TERRA Realty Advisors, Inc. (TRA), hereinafter referred to as "Contractor."

The Agency requires services for **SCWA Office Expansion**; 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 **SCWA Office Expansion**, 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 \$40,000** 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, 2020** 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 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.

#### 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. *(Note: list any subcontractors here)*

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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Scott Sheldon, President  
TERRA Realty Advisors, Inc.  
450 Chadbourne Road, Suite G  
Fairfield, CA 94534

-----  
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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Scott Sheldon,  
President

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

**ADDITIONAL SCOPE OF SERVICES**  
**SCWA 810 VACA VALLEY PARKWAY EXPANSION PROJECT**

By reference, Solano County Water Agency (SCWA) and Terra Realty Advisors, Inc. (TRA) have a consultant agreement dated August 9, 2016 (Prime Agreement), updated March 13, 2017, and further updated July 1, 2017 for services related to a potential expansion of space in the 810 Vaca Valley Parkway building. This Additional Scope of Services shall become Amendment No. 3 to the Prime Agreement. The Owner hereby engages TRA, and TRA agrees to provide the following additional scope of services to the Client as follows:

1. Coordinate up to two additional minor space plan revisions with Brereton Architects, using the existing space plan documents provided to date, with input from Client.
2. Negotiate with Buzz Oates Group (Owner) a Letter of Intent, leading to a Purchase and Sale Agreement for the proposed expansion space. Coordinate with Client legal counsel.
3. Provide advice and act as point of contact for all Project Professionals (i.e. architects, engineers, legal counsel, etc.) employed by Client.
4. Work with Client to develop and implement a CM at Risk design build delivery method to complete the construction. This may include developing a RFP process to engage a construction manager.
5. Coordinate with Brereton Architects (Design Architect) preliminary construction plans necessary to implement the CM at Risk process; including schematic plans and design development drawings, typically 30% of full construction plans.
6. Continue to develop cost/benefit studies with impacts on various scenarios to assist Client in their decision making process, track and monitor expenses incurred as appropriate, together with other duties and matters as mutually agreed upon by the Parties.

Not included are the completion of construction plans and final contractor bidding necessary to finalize a Guaranteed Maximum Price (GMP); final bidding and permits from all appropriate agencies including the City of Vacaville; construction oversight or close-out.

**AGREED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**SOLANO COUNTY WATER AGENCY**

**TERRA REALTY ADVISORS, INC.**

\_\_\_\_\_  
By:

  
By: Scott Sheldon

**EXHIBIT B**

**RATE OF COMPENSATION**

## EXHIBIT A – Compensation of the Consultant

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In it's capacity under this Agreement, TRA shall receive fees, as set forth in the Rate Schedule as referenced herein, which rates may be adjusted annually on July 1.

### RATE SCHEDULE 2017/2018

The following are the hourly rates for each position:

President	\$235.00/hr
Executive Vice President	\$200.00/hr
Senior Vice President	\$170.00/hr
Vice President	\$125.00/hr
Director of Due Diligence/Research	\$ 95.00/hr
Administrative/Clerical	\$ 65.00/hr

Invoices will be issued monthly, and will be due and payable upon receipt. All other costs, such as phone, fax, or travel outside the Bay Area or Sacramento, overnight delivery charges, blueprints, etc., and additional costs, shall be reimbursed at cost. All payments will be delinquent after 30 days, and shall bear interest at 1 1/2% per month.

The following is a budget estimate of fees likely to be incurred for our services based on the preceeding Scope of Services. TRA proposes a fee estimate of **Fifteen Thousand Dollars (\$15,000.00)**. An estimate is not a fixed fee and does not constitute a commitment to perform services for that amount, or an obligation for the Client to pay that amount. Client consent will be obtained before TRA charges for fees that exceed the stated budget.

Preparing to serve, or serving as a consultant or witness in any litigation, arbitration or other legal proceedings are additional costs, and will be charged at 1.5 times the hourly rates as shown above.

Both parties herein agree to keep all information relating to this project and Agreement confidential

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, 2018**, 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 \$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, 2019**, 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.

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 no additional charge and without restriction or limitation to State and federal governments at no additional 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 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.

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. *(Note: list any subcontractors here)*

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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Lucas Paz, Senior Associate Hydrologist  
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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Lucas Paz,  
Senior Associate Hydrologist

## EXHIBIT A

### SCOPE OF SERVICES

The following services shall be provided by the Contractor to the Client for the purpose of the Project.

The Contractor shall provide the following services to the Client:

- 1. Design and construction of the Project.
- 2. Construction of the Project.
- 3. Operation and maintenance of the Project.
- 4. Training of the Client's staff.
- 5. Other services as may be required by the Client.

The Contractor shall be responsible for the following:

- 1. Design and construction of the Project.
- 2. Construction of the Project.
- 3. Operation and maintenance of the Project.
- 4. Training of the Client's staff.
- 5. Other services as may be required by the Client.

The Contractor shall be responsible for the following:

- 1. Design and construction of the Project.
- 2. Construction of the Project.
- 3. Operation and maintenance of the Project.
- 4. Training of the Client's staff.
- 5. Other services as may be required by the Client.



May 29, 2018

Mr. Alex Rabidoux  
Supervising Engineer  
Solano County Water Agency  
810 Vaca Valley Parkway, #203  
Vacaville, CA 95688

*sent via: email*

Subject: Proposal for Cache Slough Watershed Stormwater Sampling and Associated Water Quality Monitoring Services for the 2018-2019 Sampling Season, Solano County Water Agency, Solano County, California

Dear Mr. Rabidoux:

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 2018-2019 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 2018-2019 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 2018-2019 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 2018-2019 (Year 9) 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 water quality 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 may be modified in coordination with SCWA 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 (pesticide analytes to include a subset of Pyrethroids)
- conductivity
- total suspended solids
- ammonia and/or nitrate
- organic carbon

In addition to the above-mentioned analytes, the following analytes were sampled for in the 2017-2018 sampling season and are proposed for the 2018-2019 sampling season as well.

- Total and dissolved metals (Antimony, Arsenic, Barium, Chromium, Cobalt, Copper, Lead, Molybdenum, Nickel, Vanadium, Zinc)
- Bacteria (E. Coli, fecal and total coliform)

- Nitrite and phosphorus
- Pesticides: Organochlorine Pesticides, Organophosphates, Pyrethroids and Carbamates

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 \$450 to \$700 per sample.

Similar to previous sampling seasons, additional tests may 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 \$55,000. 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.

<b>TASKS</b>	<b>COST</b>
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 2018-2019 Water Quality Sampling	\$38,000.00
Task 4: Project Management	\$5,000.00
<b>TOTAL</b>	<b>\$55,000.00</b>

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  
Senior 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**  
**Schedule of Charges with 10% Discount/10% ODC**

<b>Labor Classification</b>	<b>Hourly Rate</b>
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](http://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: **Putah Creek Restoration Internship Program**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

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

THIS AGREEMENT, **effective July 1, 2018**, 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 **Regents of the University of California**, hereinafter referred to as "Contractor."

The Agency requires services for **Putah Creek Restoration Internship 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 **Putah Creek Restoration Internship 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 \$36,000** 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, 2021**, 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, 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.

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. 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.

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 no additional charge and without restriction or limitation on their use.

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. *(Note: list any subcontractors here)*

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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

Steven Kobayashi  
U.C. Davis  
Campus Planning  
436 Mrak Hall  
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: \_\_\_\_\_  
Roland Sanford,  
General Manager

By: \_\_\_\_\_  
Steven Kobayashi,  
Interim Director of Procurement



## EXHIBIT A

### SCOPE OF SERVICES

The following is a description of the scope of services to be provided by the Contractor under the terms of the contract.

#### 1.0 PROJECT DESCRIPTION AND OBJECTIVES

The project is a construction project for the construction of a new building. The objectives of the project are to construct a building that meets the requirements of the client and to complete the project within the specified budget and schedule.

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CAMPUS PLANNING AND COMMUNITY RESOURCES  
ONE SHIELDS AVENUE  
DAVIS, CALIFORNIA 95616  
Tel. (530) 752-2172  
Fax. (530) 752-5808

5-16-2018

## **Exhibit A**

Roland Sanford – General Manager  
Chris Lee - Principal Water Resources Specialist  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

Re: Funding for Putah Creek Restoration Internship Program

### **Background**

The Putah Creek Riparian Reserve, on the UC Davis Campus, is responsible for stewardship of approximately 5.5 miles of Putah Creek. As part of the UC Davis campus, the Reserve is a natural living lab for students. Through our Learning by Leading program, we run an internship that gives students leadership opportunities and hands-on experience within the field of habitat restoration and natural lands management.

The internship has two parts. The summer program hires two students, pairing them with a staff member for a summer of intensive restoration and land management activities. This summer work prepares them to lead the student interns in the subsequent fall quarter as co-coordinators of the program. Starting in the fall quarter, the academic-year internship registers between eight to ten students, in addition to the two co-coordinators. Through the leadership of the co-coordinators, the interns focus on habitat restoration projects along and adjacent to the creek.

For the previous two summers, our students have participated in the One Creek program. This program was started ad-hoc between UC Davis, the Putah Creek Council, and Solano County Water Agency (SCWA). One Creek involves coordinating our respective interns to work jointly on projects one day a week. This leverages the labor force, as well as gives the students the ability to interact with other interns and share project knowledge across boundaries. One Creek has been exceptionally well received by the students and respective partners.

The last several years of our internship program has been funded by grant monies which will soon be expended. In order to educate the next generation of land and water stewards along Putah Creek, it is important that we have the ability to give them the skills they need through real-world experience.

### **Funding proposal**

Given the ongoing partnership with SCWA and UC Davis through the Lower Putah Creek Coordinating Committee, UC Davis is proposing program funding through SCWA for the Putah Creek habitat

restoration student internship program. 100% of the requested funding goes to the student salaries for the program. UC Davis funds pay for staff salaries, equipment and supplies, in full.

The program occurs over the academic year and the summer, with the programmatic breakdown and deliverables outlined below:

#### **Academic year**

During the three-quarter-long academic year, two paid student co-coordinators work each quarter with 8-10 interns to implement habitat restoration along Putah Creek, tributary creeks, canals, and stormwater features that drain to the creek, with objectives including: increased water quality, invasive species removal, and enhanced wildlife habitat. These projects take place primarily in the rural lands on the UC Davis campus, along and adjacent to Putah Creek. The internship is 3 hours a week for the student participants, with the co-coordinators spending an additional 2 hours on preparation and planning before each weekly internship event. Working with SCWA, we would like to add the ability for students to work within the larger watershed of the creek, through this program.

#### **Summer**

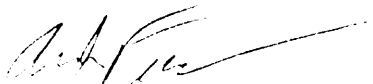
During the summer, the two student co-coordinators are employed up to 450 hours each student (30 hours/week). The 15 weeks of the summer are an intense experience in restoration management. The students learn to operate equipment such as tractors, ATV's, and excavators, for use in restoration work along Putah Creek. They manage and steward restoration projects that were implemented over the academic year. For two days of each week, they will work with SCWA and the Putah Creek Council on restoration and stewardship work outside of the habitat lands along Putah Creek on campus, such as the Winters Putah Creek Park, Pleasants Creek, and other restoration locations along the creek. This work represents a continuation of the One Creek Internship partnership, where SCWA, Putah Creek Council, and Putah Creek Reserve interns all work together on cooperative projects along the creek.

The proposal is for an annual \$12,000 to allow for both the academic year and summer student programs, with a 3-year contract for a total of a \$36,000 contract amount.

I appreciate the enthusiastic support that restoration and management activities from the Solano County Water Agency have received over many years, and look forward to many more years working together for the health of the creek environment.

Sincerely,

Andrew Fulks



Assistant Director, UC Davis Arboretum and Public Garden

Director, Putah Creek Riparian Reserve

**EXHIBIT B**

**RATE OF COMPENSATION**

**SCWA proposal - UC Davis One Creek internship, Putah Creek Riparian Reserve**

Student	hourly rate	total hours/year	total \$
1	\$ 12.00	500	\$ 6,000.00
2	\$ 12.00	500	\$ 6,000.00
yearly total \$			\$ 12,000.00

3-year total                \$ 36,000.00

**SOLANO COUNTY WATER AGENCY**

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NUMBER: 14

CONTRACTOR: UC Davis Contract #02-00846 IC

EFFECTIVE DATE: November 10, 2017

PROJECT: LPCCC Terrestrial Wildlife Monitoring – Rapid Soil Assessment for  
Revegetation and Habitat Enhancement

**DESCRIPTION OF AMENDMENT:**

1. Compensation is increased by \$200,000 from \$3,719,948 to \$3,919,948
2. Scope is amended per Exhibit A.

**SIGNATURES:**

Solano County Water Agency,  
a Public Agency

The Regents of the University of  
California.

By: \_\_\_\_\_  
Roland Sanford  
General Manager

By: \_\_\_\_\_

M:\A30BG-UCD.Wildlife.Amendment 14.doc

# **EXHIBIT A**

## **Scope of Work: (July 2018-June 2019)**

Vic Claassen, soil scientist

Department of Land, Air and Water Resources, UC Davis

In collaboration with the Streamkeeper, Contractor will conduct assessments of soils and soil hydrology for project revegetation sites and will generate constructable field treatments. Soil evaluation protocols will be modified as needed to improve re-establishment of native plant species and habitats along the Putah Creek Corridor. The Contractor will:

- Work with the Streamkeeper and ecological restoration team members to evaluate soils and disturbed substrates at field sites where revegetation activities are to occur. The purpose is to provide a rapid screening protocol to identify site soil conditions that potentially limit plant growth and then to generate effective, constructable soil treatments to resolve these limitations. Mitigation of growth-limiting conditions (compaction, droughtiness, fertility) will improve establishment and growth of appropriate native vegetation and support specific wildlife habitat guilds. (40%)
- Work to increase effectiveness of soil screening methods for improved detection of plant-growth limiting conditions at field sites. These tasks include rapid evaluation of plant-available moisture at the edge of the riparian zones and characterization of soil organic matter for improved infiltration, root growth, and resistance to compaction. (40%)
- Compile background information, field examples from recent project outcomes, field visual cues and basic testing methods into a self-directed guide so that field crews and land managers can improve recognition and correction of soil-based limitations during planning, implementation and monitoring along the Putah Creek corridor going forward. (15%)
- Contribute as a Science Review Team member to provide expertise in revegetation programs for the Prop 1 Planning Grant. Conduct selected plant inventories along the Putah Creek corridor and its tributaries to obtain information on invasive plants, native flora, and desired ecological communities that serve as reference sites for planning grant purposes and revegetation projects. Attend meetings, review data, reports, and other relevant documents to support the above task. (5%)

## EXHIBIT B

### BUDGET

UC Davis research staff position (100 % time): \$14,228/month

UC Davis position support (12.5 % time): \$1,036/month

UC salary and benefits cost for 12 months: \$183,168/year

Supplies at cost, with receipts (amendments, soil tests, fabrication, equipment): \$12,125

Mileage at federal rate, total: \$2,600

Total expenses: \$ 197,893

2018-2019 Soil Assessment Position, VP Claassen, Principal Investigator, UCDavis				Monthly costs using UCD rate increases projected as of May 1, 2018		
Personnel	per mo	# mo	subtotal	description		
PI salary	9233	12	110796	Principal Investigator salary for 2018-2019 using 2017-2018 rates	monthly	yearly
PI benef	3702	12	44429	benefits calculated at 40.1 % of salary	PI position total	14228 170736
clerical position	5434	1.5	8151	Financial Analyst II		
clerical benefits	2853	1.5	4279	benefits calculated at 52.5 % of salary	clerical position total	1036 12432
subtotal personnel			167655		subtotal personnel	183168
<b>Expenses</b>						
<u>item</u>	<u>unit rate</u>	<u># units</u>	<u>cost</u>			
mileage reimbursement	0.535	4860	2600	RT mileage to field sites from Davis 27 mi; assuming 4 trips x 45 weeks per year		2600
100 soil samples	49	125	6125	A&L Ag Labs, Modesto CA, S3C suite soil tests plus texture analysis @ \$49 each		6125
misc hardware and supplies			6000	field monitoring supplies, tractor fuel, lab computer, soil probes, amendments		6000
subtotal expenses			14725		subtotal expenses	14725
position total using 2017 rates		\$	182381		project total per year using projected 2018-19 rates	197893



Name of Project: **Regional Large Landscape Water Budget Program**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, effective July 1, 2018, 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 WaterFluence, hereinafter referred to as "Contractor."

The Agency requires services for a Regional Large Landscape Water Budget 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 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: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$70,000** for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, 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, 2019** 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. *(Note: list any subcontractors here)*

10. 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.

11. 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

Roland Sanford, General Manager  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, CA 95688

CONTRACTOR

John Whitcomb, Ph. D. Director  
WaterFluence LLC  
P.O. Box 561  
Menlo Park, CA 94026

-----  
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: \_\_\_\_\_  
Roland Sanford, General Manager  
Solano County Water Agency

By: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Setup**

1. **Site Selection.** Agency provides Waterfluence with account billing information (customer and historic water use files) for accounts to potentially add to program. Waterfluence consolidates accounts to sites and ranks sites by potential water savings. Agency selects sites to participate in program.
2. **Platform Data.** For selected sites, Waterfluence adds account billing information used in site selection into the Platform database. Waterfluence collects water prices and local weather data from CIMIS, NOAA, or other sources. Agency provides digital file of its logo.
3. **Site Map.** Waterfluence creates a map for each site using aerial imagery. The maps include square footage measurements of irrigated turf, irrigated shrubs/trees, and water features using Google Earth, ArcMap or similar.
4. **Water Use Report.** Waterfluence creates a one-page report for each site containing customer information, site characteristics, historical water use, a water budget range based on site characteristics and daily local weather matched exactly in time with billing cycle, customized messaging, and peer-based irrigation performance ranking.
5. **Introduction Packet.** Waterfluence produces and distributes a packet to each site that includes an introduction letter, FAQ, and Water Use Report. Waterfluence provides a generic introduction letter for Agency to customize. Waterfluence contacts each site about two weeks after sending the Introduction Packet to check if it got to the right person, get details about the site contacts (email addresses), identify the landscaper and/or others involved with irrigation decisions, and answer any questions about the program.
6. **Platform Access.** All site contacts get access to view their site information via the online Platform at [www.waterfluence.com](http://www.waterfluence.com). Platform provides interactive water use charts, alerts and messages, and customized recommendations. Contacts can authorize third parties such as HOA board members and landscape contractors to also access their site information.
7. **Agency Administrative Portal.** Agency staff get an online portal to view all program information including site details, field survey queue, and summary statistics.

#### **Annual Maintenance**

1. **Data Collection.** At the beginning of each month, Agency forwards Waterfluence a file with the previous month's water use for accounts in the program. Waterfluence collects daily weather data from CIMIS, NOAA, or other sources and updates water rates when relevant. Waterfluence performs quality controls measures and updates all program information.
2. **Report Distribution.** Each month, Waterfluence either notifies online site contacts when updated information is ready to view or mails hard copies of the updated water use reports.
3. **Contact Management.** Waterfluence continually updates site contact information. This includes monitoring changes in account number, investigating returned mail envelopes, and investigating email bounce backs. The customer (water bill payer) can authorize third parties to view site information. Agency staff can assist with site contact management to maximize program engagement.

4. Messaging. Agency can have Waterfluence send specific messages to sites. Messages might include information on other landscape programs, events, useful hyperlinks, or irrigation policies.
5. Customer Service. Waterfluence provides customer service to site contacts via Platform messages, email and toll-free telephone number. Waterfluence will correct any map errors identified by site contacts or agency staff.
6. Platform Maintenance. Waterfluence continuously maintains the features and security of its online Platform software.

#### **Landscape Field Surveys**

1. Targeting and Marketing. Using the Agency Administrative Portal, Agency staff can target / preapprove sites eligible to receive a field survey. The Platform will market the field survey opportunity to preapproved sites. Preapproved sites can accept the field survey opportunity via the platform with a click-through agreement. Sites accepting a field survey will be added to our field survey queue.
2. Performing Field Surveys. Waterfluence staff will schedule field surveys for sites in the queue. The survey process includes: (1) refining the site map and water budget assumptions, (2) operating portions of the irrigation system to evaluate performance, and (3) document findings and recommendations in a Landscape Field Survey Report.
3. Distributing Field Survey Report. Completed field survey reports will be posted online and all site contacts notified. Waterfluence will address any follow up questions. The Agency Administrative Portal documents all field survey activity, dates, and final report.

## EXHIBIT B

### RATE OF COMPENSATION

Waterfluence Annual Program Fees			
Description	Unit Cost	x Quantity Number of Sites	= Total Cost
Startup (one time)	\$150		
Annual Subscription	\$75		
Landscape Field Surveys	\$1,500		
Total			

Name of Project: **Solano Project Invasive Species Monitoring**

**SOLANO COUNTY WATER AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

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

THIS AGREEMENT, **effective July 1, 2018**, 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 Invasive Species 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 **Solano Project Invasive Species 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 \$184,620.78** 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.

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

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. 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

Roland Sanford, 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

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

Solano County Water Agency  
a Public Agency

By: \_\_\_\_\_

Roland Sanford  
General Manager

By: \_\_\_\_\_

Ken W. Davis

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

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

BUDGET - 2018-19  
 (Invasive Species Monitoring - Media Development)

April 15, 2018

Ken W. Davis PROPOSAL for 2018-2019										
Task No	Task	Task Description / Narrative	Total Hours	Labor Bio @ \$94 hr.	DC Item	DC Cost	Miles	Miles @ 0.52	Total DC	Total Labor & DC
1.0		<b>FISH VIDEO (Documentation)</b>								
1.0	Putah Creek Fish Video (Subsurface)		203	19,082.00	Storage Disk	400.00	3500	1820.00	2220.00	21302.00
	Total Prior Charges	The fish video project has proven to be an highly effective media capture project that has been used by SCWA, LPCCC, CDFW, City of Winters, PCC, local newspapers, UCD, Peter Moyle and other UCD teaching and research staff.		0.00				0		
	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		203	19,082.00		400.00	3500	1,820.00	2,220.00	21,302.00
2.0		<b>SCWA MEDIA DEVELOPMENT</b>								
2.1	Media Capture (Other than Fish)		200	18,800.00	Storage	400.00	3500	1820.00	2220.00	21020.00
	Total Prior Charges	Video capture (production) using conventional methods and drone HD technology. Subjects such as weirs, restoration sites, scarification areas, birds and other wildlife relative to media projects for SCWA		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		200	18,800.00		400.00	3500	1,820.00	2,220.00	21,020.00
2.2	Media Production (Salmon Festival)		250	23,500.00	Software / Month	220.00	500	260.00	480.00	23,980.00
	Total Prior Charges	The actual post-production process of developing video media for SCWA release to media, the public, governmental agencies. Includes all necessary equipment, Voice Over, etc.		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		250	23,500.00		220.00	500	260.00	480.00	23,980.00
2.3	Website Maintenance (putahcreek.org)		100	9,400.00	Hosting	120.00	300	156.00	276.00	9,676.00
	Total Prior Charges	Maintain the informational site for SCWA Media. Will be linked to Vimeo which allows HD video to be played remotely. Does not require that the videos be downloaded into the viewers temporary Internet file.		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		100	9,400.00		120.00	300	156.00	276.00	9,676.00
	<b>Total for Media Development</b>		<b>550</b>	<b>51,700.00</b>		<b>740.00</b>	<b>4300</b>	<b>2,236.00</b>	<b>2,976.00</b>	<b>54,676.00</b>
	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		550	51,700.00		740.00	4300	2,236.00	2,976.00	54,676.00
3.0		<b>GENERAL MUSSEL ACTIONS</b>								
3.0	Watercraft Insp.Training / Mussel Plan		30	2,820.00		0	1300	676.00	676.00	3,496.00
	Total Prior Charges	Review the Solano Project Eurasian Mussel Education & Prevention Plan and complete the Rapid Response Plan for Solano Project.		0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0	0	0.00	0.00	0.00
	Contract Balance		30	2,820.00		0	1300	676.00	676.00	3,496.00

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 Wildlife Survey  
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April 15, 2018

4.0 LAKE BERRYESSA - MUSSEL SURVEYS									
4.1 Capell Cove (Veliger tows / plates)	Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers who possible. Work with Marina staff to improve mussel education	100	9,400.00	Micro Sup	300.00	1500	780.00	1,080.00	10,480.00
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		100	9,400.00		300.00	1500	780.00	1,080.00	10,480.00
4.2 Markley Cove (veliger tows / plates)	Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers who possible. Work with Marina staff to improve mussel education	100	9,400.00	Nets	600.00	1500	780.00	1,380.00	10,780.00
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		100	9,400.00		600.00	1500	780.00	1,380.00	10,780.00
4.3 Pleasure Cove (Veliger Tows / Plates)	Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers who possible. Work with Marina staff to improve mussel education	100	9,400.00	Plates	500.00	1500	780.00	1,280.00	10,680.00
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		100	9,400.00		500.00	1500	780.00	1,280.00	10,680.00
4.4 Other (USBR, Steele Park etc.)	Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers who possible. Work with Marina staff to improve mussel education	100	9,400.00		600.00	2000	1,040.00	1,640.00	11,040.00
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		100	9,400.00		600.00	2000	1,040.00	1,640.00	11,040.00
4.5 North Lake Berryessa	Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers who possible. Work with Marina staff to improve mussel education	60	5,640.00			1800	936.00	936.00	6,576.00
Total Prior Charges		0	0.00			0	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		60	5,640.00			1800	936.00	936.00	6,576.00
Totals for Dreissenid Monitoring		460	43,240.00		2,000.00	8300	4,316.00	6,316.00	49,556.00
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		460	43,240.00		2,000.00	8300	4,316.00	6,316.00	49,556.00



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5.0		INTERDAM SURVEYS							
5.1 Monticello Dam - Zebra Mussel Survey		50	4,700.00	Plates	200.00	2000	1,040.00	1,240.00	5,940.00
Total Prior Charges			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	4,700.00		200.00	2000	1,040.00	1,240.00	5,940.00
5.2 Interdam Section		30	2,820.00			500	260.00	260.00	3,080.00
Total Prior Charges			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	2,820.00			500	260.00	260.00	3,080.00
5.3 Lake Solano Docks		30	2,820.00			1200	624.00	624.00	3,444.00
Total Prior Charges			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	2,820.00			1200	624.00	624.00	3,444.00
5.4 Diversion Dam Area		60	5,640.00			1200	624.00	624.00	6,264.00
Total Prior Charges			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		60	5,640.00			1200	624.00	624.00	6,264.00
Totals for Interdam Reach		170	15,980.00		200.00	4900	2,548.00	2,748.00	18,728.00
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		170	15,980.00		200.00	4900	2,548.00	2,748.00	18,728.00

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PUTAH SOUTH CANAL									
<b>6.0</b>									
<b>6.1 Miles 1 - 5</b>	Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	80	7,520.00	Nets	500.00	2,000	1,040.00	1,540.00	9,060.00
Total Prior Charges			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		80	7,520.00		500.00	2,000	1,040.00	1,540.00	9,060.00
<b>6.2 Miles 6 - 15</b>	Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	80	7,520.00	Traps	300.00	1,900	988.00	1,288.00	8,808.00
Total Prior Charges			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		80	7,520.00		300.00	1,900	988.00	1,288.00	8,808.00
<b>6.3 Miles 16 - 30</b>	Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	80	7,520.00			2,000	1,040.00	1,040.00	8,560.00
Total Prior Charges			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		80	7,520.00			2,000	1,040.00	1,040.00	8,560.00
<b>6.4 Terminal Reservoir</b>	Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	30	2,820.00			2,600	1,352.00	1,352.00	4,172.00
Total Prior Charges			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	2,820.00			2,600	1,352.00	1,352.00	4,172.00
<b>6.5 Conveyance Creeks (3)</b>		25	2,350.00			2,000	1,040.00	1,040.00	3,390.00
Total Prior Charges			0.00				0.00	0.00	0.00
CURRENT Charges	Invasive species surveys to include: Visual surveys, traps and appropriate nets.	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		25	2,350.00			2,000	1,040.00	1,040.00	3,390.00
<b>Totals for PSC NZMS Monitoring</b>		295	27,730.00		800.00	10,500	5,460.00	6,260.00	33,990.00
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		295	27,730.00		800.00	10,500	5,460.00	6,260.00	33,990.00

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

BUDGET - 2018-19  
 (Invasive Species Monitoring - Media Development)

April 15, 2018

7.0		SOLANO HABITAT CONSERVATION PROJECT								
7.1 Complete HCP Project / Poster		All work necessary to complete HCP brochure and / or capture species image(s) not yet obtained.	28	2,632.00		91.50	311	161.72	240.78	2,872.78
Total Prior Charges				0				0.00		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	2,632.00		91.50	311	161.72	240.78	2,872.78
PROJECT TOTALS										
PROJECT TOTALS			1736	163,184.00		4,231.50	33,111.00	17,217.72	21,436.78	184,620.78
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			1736	163,184.00		4,231.50	33,111.00	17,217.72	21,436.78	184,620.78

## **EXHIBIT B**

### **RATE OF COMPENSATION**

Labor	\$94 per hour
Mileage	\$.545 per mile
Supplies	At cost with receipts

Name of Project: **LPCCC Putah Creek Aquatic Monitoring**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

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

THIS AGREEMENT, **effective July 1, 2018**, 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 **LPCCC Putah Creek Aquatic 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 **LPCCC Putah Creek Aquatic 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 **\$32,149.14** 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.

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

Roland Sanford, 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: \_\_\_\_\_  
Roland Sanford  
General Manager

By: \_\_\_\_\_  
Ken. W. Davis

# EXHIBIT A

## Scope of Work

### PROPOSAL 2018-19 - Scarification and invertebrate Monitoring - Ken W. Davis

Task No	Task Description	SCOPE / Task Description	Total Hours	Labor Bio @ \$92.0 hr.	DC Item	DC Cost	Miles	Miles @0.50	Total DC	Total Labor & DC
<b>1.0</b>		<b>LOWER PUTAH CREEK</b>								
<b>1.1 Pickerei</b>		Invertebrate and Native Mussel Monitoring for Restoration, Scarification, salmon and Embeddedness as needed. Site disturbed. Side Channel. Document using aerial, subsurface and bankside imagery.	40.00	3,680.00	nets	528.64	900	450.00	978.64	4,658.64
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges			0.00			0	0.00	0.00	0.00
	Total Charges to Date		0.00	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		40.00	3,680.00		528.64	900	450.00	978.64	4,658.64
<b>1.2 Harris / Morales / Parker</b>		Invertebrate and Native Mussel Monitoring for Scarification, and Embeddedness as needed. Document using aerial, subsurface and bankside imagery.	60.00	5,520.00			900.00	450.00	450.00	5,970.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0.00	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0.00	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		60.00	5,520.00		0.00	900	450.00	450.00	5,970.00
<b>1.3 Dry Creek / Bertanola</b>		Invertebrate Monitoring for Scarification and Embeddedness as needed. Document using aerial, subsurface and bankside imagery.	58.00	5,152.00			900	450.00	450.00	5,602.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0.00	0.00				0.00	0.00	0.00
	Total Charges to Date		0.00	0.00			0	0.00	0.00	0.00
	Contract Balance		58.00	5,152.00			900	450.00	450.00	5,602.00
<b>1.4 Neil Rifle Site / WPCP</b>		Prime scarification site. Invertebrate Monitoring for Restoration, Scarification, and Embeddedness as needed. Document using aerial, subsurface and bankside imagery.	35.00	3,220.00			1400	700.00	700.00	3,920.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0.00	0.00				0.00	0.00	0.00
	Total Charges to Date		0.00	0.00			0	0.00	0.00	0.00
	Contract Balance		35.00	3,220.00			1400	700.00	700.00	3,920.00
<b>1.5 I-505 - I-505 &amp; New Channel</b>		Prime 2016 & 2017 scarification sites. Invertebrate Monitoring for Restoration, Scarification, and Embeddedness as needed. Side Channel. Document using aerial, subsurface and bankside imagery.	30.00	2,760.00			900	450.00	450.00	3,210.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges			0.00				0.00	0.00	0.00
	Total Charges to Date		0.00	0.00			0	0.00	0.00	0.00
	Contract Balance		30.00	2,760.00			900	450.00	450.00	3,210.00
<b>1.6 Hasbrook / Kilkenny/ Vickery</b>		Invertebrate Monitoring for Restoration, Scarification, and Embeddedness as needed. Side Channel.	25.00	2,300.00			1100	550.00	550.00	2,850.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges			0.00				0.00	0.00	0.00
	Total Charges to Date		0.00	0.00			0	0.00	0.00	0.00
	Contract Balance		25.00	2,300.00			1100	550.00	550.00	2,850.00
<b>1.7 Miller / Pleasants Creek</b>		Monitoring for Invertebrate Community and Recruitment toward Lower Putah Creek.	20.00	1,840.00			657	328.50	328.50	2,168.50
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges			0.00				0.00	0.00	0.00
	Total Charges to Date		0.00	0.00			0	0.00	0.00	0.00
	Contract Balance		20.00	1,840.00			657	328.50	328.50	2,168.50
<b>1.8 Scarification - General</b>		Invertebrate Monitoring for Scarification, salmon and Embeddedness as needed. Includes reports, field trips and meetings as needed.	35.00	3,220.00			1100	550.00	550.00	3,770.00
	Total Prior Charges			0.00				0.00	0.00	0.00
	CURRENT Charges		0.00	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0.00	0.00			0	0.00	0.00	0.00
	Contract Balance		35.00	3,220.00			1100	550.00	550.00	3,770.00
	<b>Totals for Lower Putah</b>		<b>301.00</b>	<b>27,692.00</b>		<b>528.64</b>	<b>6757</b>	<b>3,378.50</b>	<b>3,907.14</b>	<b>32,149.14</b>
	Total Prior Charges		0.00	0.00		0.00	0	0.00	0.00	0.00
	CURRENT Charges		0.00	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0.00	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		<b>301.00</b>	<b>27,692.00</b>		<b>528.64</b>	<b>6,757</b>	<b>3,378.50</b>	<b>3,907.14</b>	<b>32,149.14</b>

## **EXHIBIT B**

### **RATE OF COMPENSATION**

Labor	\$92 per hour
Miles	federal rate
Nets	\$500
Storage	\$180
Supplies	at cost with receipts

## AGREEMENT

This Agreement is made as of the 1<sup>st</sup> day of July, 2018, by and between the **Solano County Water Agency**, a public agency, hereinafter referred to as "Client", and **Wilson Public Affairs**, hereinafter referred to as "Contractor".

### IT IS AGREED AS FOLLOWS:

#### I

##### TERM OF EMPLOYMENT

Unless terminated pursuant to Section V herein, the term of this Agreement shall be for the period beginning **July 1, 2018** and terminating **June 30, 2019**.

#### II

##### DUTIES OF CONTRACTOR

Consultant, an independent contractor, through the personal services of its principals, and other employees and agents, shall provide communications services to help Client and their legislative advocate.

Contractor shall not commit Client to any expenditure or public position or statement without the specific approval of Client or its campaign director or its designated campaign employee. Any expenditures to persons or firms that are related to any principal of Contractor or to persons or firms in which Contractor, or any principal of Contractor, has any financial interest or business activity shall be conspicuously noted on the approval of that expenditure.

Contractor and its agents shall furnish Client full itemization, together with bills, receipts, and any other substantive documents, of all expenditures and accrued expenditures made with respect to the campaign in a timely fashion.

Contractor shall, with respect to all information received from and designated by the Client or its agents as confidential during and pursuant to this campaign:

(i) Hold such information in strict confidence and use same only in connection with the campaign;

(ii) Segregate, avoid commingling of, and otherwise provide adequate physical security for all such confidential information and materials;

(iv) Upon demand of Client or upon termination of this Agreement, whichever is earlier, Contractor shall promptly return to Client, or upon Client' request destroy, all such documents and other documents containing confidential information received hereunder, including copies in any form whatsoever, or other tangible evidence or impressions of such information, and shall thereafter make no further use thereof.

### III

#### COMPENSATION OF CONTRACTOR

(1) Client shall pay Contractor **\$3500 per month**, payable within 30 days of the 1<sup>st</sup> day of each month. Client shall furnish Contractor a copy of IRS Form 1099, setting forth Contractor's annual income no later than the end of January of the year following any year during which services were rendered.

### IV

#### CORPORATE LIABILITY AND INDEMNIFICATION

(1) Client is a public agency and all obligations of Client hereunder are obligations of such corporation and not of any officer, director, or employee of Client, or of any organization with which Client or such officer, director, or employee is, or may be associated, and Contractor shall look solely to the corporate assets of Client for all amounts due hereunder.

(2) Contractor shall indemnify and defend Client and its agents for damages and costs, including attorneys' fees, suffered by Client, as a result of a third party prevailing in a suite for defamation, caused by the purposeful act of

Contractor without the approval or acquiescence of the Client or an agent designated for this purpose by the Client.

If the act or acts sued or relied upon by third parties was or were performed with approval or acquiescence of Client, Client shall pay all costs, including attorneys' fees and damages suffered by Contractor regardless of which party prevails in said claim or suit.

(3) Client shall indemnify and defend Contractor and its agents for damages and costs, including attorneys' fees, suffered by Contractor, as a result of a third party prevailing in a lawsuit caused by the purposeful act of Client or its agents without the knowledge or acquiescence of Contractor.

## V

### TERMINATION

(1) Client shall have the right to terminate this Agreement immediately if Contractor is unwilling or unable to perform the services required by the terms of this Agreement in a timely fashion, or for cause. Client shall pay Contractor all sums earned and expenses incurred through the date of termination.

(2) Client and Contractor shall have the right to terminate this Agreement on 30 days' written notice for any reason. Contractor shall perform services and be paid its fee and expenses incurred until termination.

(3) If Contractor and Client mutually agree to terminate this Agreement, Client agrees that Contractor shall be paid its fee and expenses incurred through the termination date.

(4) All disputes over the terms of this Agreement or costs incurred thereunder that are not resolved in a reasonable time by the parties shall be submitted to, and settled by, an arbitrator licensed by the American Arbitration Association. Such arbitration shall be binding on the parties. The prevailing party in said arbitration proceeding shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of arbitration.

## VI

### ENTIRE AGREEMENT

This Agreement represents the full agreement of the parties and, except where expressly stated, is a total expression and integration of the parties' intent. No modification of the contract shall be made without mutual consent of the parties in writing except for termination as stated herein.

The parties hereto acknowledge that each has read the above document consisting of four pages and agree to its terms and conditions. This Agreement may be signed in counterparts.

Executed as of June 30, 2018 in Sacramento, California.

**Solano County Water Agency**

**Wilson Public Affairs**

By: \_\_\_\_\_

By: \_\_\_\_\_

FEIN: \_\_\_\_\_

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, 2018**, 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 \$61,306** 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, 2019, 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, 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.

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. 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.

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 no additional charge and without restriction or limitation on their use.

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. *(Note: list any subcontractors here)*

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

Roland Sanford, 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

Giovanni Ferrendelli,

By: \_\_\_\_\_  
Roland Sanford  
General Manager

By: \_\_\_\_\_  
Giovanni Ferrendelli,  
Chair, Board of Directors

## EXHIBIT A

### SCOPE OF SERVICES



## Yolo County Resource Conservation District

221 West Court Street, Suite 1  
Woodland, CA 95695

phone: (530) 661-1688  
www.yolorcd.org

### Proposal for Assistance in Administering the Westside IRWMP Fiscal Year 2018-19

The Yolo County Resource Conservation District (RCD) proposes to continue to provide executive level management services to the Coordinating Committee (CC) in administering the Westside Sac Integrated Regional Water Management Plan (IRWMP). These services will be provided in the following generally-described ways. Flexibility as to the changing needs of the CC is understood.

#### Proposed Scope of Work

Task 1. Meeting Facilitation and Support: The RCD Senior Program Manager (SPM) will assist the IRWM CC Chair with development of Regular Meeting agendas, including recommending topics or presentations, projecting topic timing according to governance requirements, grant offerings, Small Grant Program timeline, reports from subcontractors, IRWM Plan tasks (i.e. annual project updates) and other time-sensitive activities; soliciting topics from other CC members; developing the annual schedule of Regular meetings, coordinating special meeting dates, times and locations; assembling agenda packages; developing meeting packet materials; communicating and coordinating with presenters; supporting and managing the meetings so that they are organized and productive; taking minutes, transcribing minutes and distributing them within 2 weeks for post-meeting review; and completing follow-up activities as requested by CC members during meetings. We estimate:

- Facilitate and support six Regular CC meetings attended by the RCD Senior Program Manager. Typical meeting duration is 2 hours with round-trip travel time in addition. The meeting frequency and location rotation in 2018-19 calls for 1 meeting in Solano County, 1 meeting in Yolo County, 2 in Lake and 2 in Napa Counties.
- Facilitate and support up to four Special meetings or other meetings as needed such as Regional Invasive Mussel Task Force (MTF) or grant-related coordination attended by the RCD Senior Program Manager. These may be by phone or in-person.
- Provide organizational support such as Brown Act compliance information, professional document development, benefits and information from outside professional training, development of organizational culture, networking through RCDs/SPMs existing contacts and partnerships.

#### Task 2. Public Outreach

The RCD Senior Program Manager will support all outreach efforts by the Westside Sac IRWM Coordinating Committee as follows:

- Generate materials, information and updates, and complete design and layout for up to 4 quarterly newsletters as pdf files; provide to Solano County Water Agency for distribution to

stakeholder list and placement on website and to Coordinating Committee members for local distribution.

- Provide regularly updated funding availability spreadsheet for placement on website by Solano County Water Agency staff, as funding information becomes available.
- Develop Annual Report for the Westside Sac IRWMP for limited printing, e-distribution and website.

### 3. Data Management

The RCD Senior Program Manager will inform, support and track CC success in implementing the Westside Sac IRWMP through the following.

- Tracking Sheet #1-Projects (This is considered a “living document”):
  - Work with existing or new project proponents to determine compliance of proposed projects with Westside IRWM Plan Goals and Objectives and assist them in completing new project forms for submission to the CC.
  - Update the IRWM Plan master project list as new projects are accepted into the Plan by the CC.
  - Contact all project proponents periodically as directed by the CC to get updates on project status so as to track fulfillment of Plan Objectives. Provide this tracking sheet to Solano County Water Agency for placement on the Westside website. Use project status updates to develop portions of the Annual Report.
- Tracking Sheet #2-Objectives (This is considered a “living document”): Maintain and update Excel spreadsheet to track regional progress toward implementing IRWMP Objectives. Part of the information to maintain this spreadsheet will be obtained from Tracking Sheet #1. Many Objectives may never be fully completed, though actual projects may be completed and will contribute to Objective and Plan fulfillment. This sheet may include both completed projects listed in the IWRMP and those not listed in the Plan. Information on projects not listed in the Plan will be obtained through CC members and the SPMs contacts and networks throughout the Westside region.
- Tracking Sheet #3-Funding Opportunities: Develop and maintain an excel spreadsheet document that organizes up to date funding opportunities for IRWMP project proposals and provide to Solano County Water Agency for placement on the Westside’s website.

### 4. Funding Updates

The RCD Senior Program Manager will continuously track expenses associated with supporting the activities of the Coordinating Committee. Typical practices entail updating of payroll and materials expenses on a monthly basis. These charges will be summarized as amounts budgeted by task, current expenses, expenses to-date, and funds remaining. The SPM will consult with the CC on budget adequacy. The SPM will:

- Provide RCD budget status and project update at each CC meeting, for a total of six statements.
- Provide Invoices for work completed on a quarterly basis to the CC Chair for review and approval; they will then be submitted to Solano County Water Agency for payment.



## Yolo County Resource Conservation District

221 West Court Street, Suite 1  
Woodland, CA 95695

phone: (530) 661-1688  
[www.yolorcd.org](http://www.yolorcd.org)

### 5. Other Duties as needed

As the activity level of the Coordinating Committee has increased and programs have expanded, additional work, not easily categorized into the above tasks, has expanded. Not all administrative, operational or program needs can be anticipated as the organization grows. Some recent examples have included:

- Coordinate and communicate with the DWR DACI grant team regarding community water system needs,
- Review and edit updated chapters and develop new information for the update to the Westside IRWM Plan,
- Brownfield Grant document review and comment
- Communication with DWR liaisons and transition to new representatives



**EXHIBIT B**

**RATE OF COMPENSATION**

YCRCD Budget - Westside Sac IRWMP Facilitation Support 2018-19		
Task	Item	Total Cost
<b>1 MEETING FACILITATION AND SUPPORT</b>		
	<b>Develop meeting agendas, supporting materials; meeting preparation, Facilitation/support at meetings; Prepare meeting summaries; meeting follow-up</b>	
	Sr. Program Manager	\$22,932.00
	Executive Director	\$1,663.20
	Financial Manager	\$1,118.25
	Admin. Asst.	\$850.50
<b>Labor</b>		<b>\$26,563.95</b>
	Printing	\$200.00
	Certificate of Insurance	\$125.00
	Office supplies	\$350.00
	Computer/Software	\$600.00
	Meeting Refreshments	\$360.00
<b>Materials</b>		<b>\$1,635.00</b>
	Mileage rate for Vehicles <sup>1</sup>	\$401.25
<b>Travel</b>		<b>\$401.25</b>
<b>Task Subtotal</b>		<b>\$28,600.20</b>
<b>2 PUBLIC OUTREACH</b>		
	<b>Support all outreach efforts by IRWM CC, Quarterly Newsletters</b>	
	Sr. Program Manager	\$7,644.00
<b>Labor</b>		<b>\$7,644.00</b>
	IT Support/Computer	\$960.00
<b>Materials</b>		<b>\$960.00</b>
<b>Task Subtotal</b>		<b>\$8,604.00</b>
<b>3 DATA MANAGEMENT</b>		
	<b>Tracking Sheet #1 - IRWM Project Progress, Tracking Sheet #2 - IRWMP Regional Progress</b>	
	<b>Tracking Sheet #3 - Funding Opportunities</b>	
	Sr. Program Manager	\$11,466.00
<b>Labor</b>		<b>\$11,466.00</b>
<b>Task Subtotal</b>		<b>\$11,466.00</b>
<b>4 FUNDING UPDATES</b>		
	<b>Provide periodic funding updates at quarterly meetings</b>	
	Sr. Program Manager	\$1,719.90
	Financial Manager	\$690.00
<b>Labor</b>		<b>\$2,409.90</b>
<b>Task Subtotal</b>		<b>\$2,409.90</b>
<b>5 OTHER DUTIES AS NEEDED TO SUPPORT THE CC</b>		
	<b>Support the CC in Administering the Westside IRWMP</b>	
	Sr. Program Manager	\$9,555.00
<b>Labor</b>		<b>\$9,555.00</b>
	Mileage rate for Vehicles	\$192.60
<b>Travel</b>		<b>\$192.60</b>
<b>Task Subtotal</b>		<b>\$9,747.60</b>
<b>Subtotal</b>		<b>\$60,827.70</b>
Administration (15%)		\$478.33
<b>Grand Total</b>		<b>\$61,306.03</b>

Name of Project: **Solano County School Assembly Program**

**SOLANO COUNTY WATER AGENCY**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, **effective July 1, 2018**, 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 \$40,000** 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, 2019** 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

Roland Sanford, 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: \_\_\_\_\_  
Roland Sanford, 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 \$1150 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, 2018; ZunZun will invoice for this amount on August 1, 2019. In the event that the Contractor does not complete all assemblies by June 30, 2019, 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.