

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 4

CONTRACTOR: 3QC

EFFECTIVE DATE: July 1, 2013

PROJECT: SCWA Labor Compliance Program

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2014.

SIGNATURES:

Solano County Water Agency,
a Public Agency

3QC

By: _____
Jim Spering, Chair
Board of Directors

By: _____
James Becker,
President 3QC

Name of Project: **Ongoing Groundwater and Data Management Services**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2013**, 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 **AD Consultants**, hereinafter referred to as "Contractor."

The Agency requires services for **Ongoing Groundwater and Data Management Services**; 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 and Data Management Services**, 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 \$20,000** 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, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and

shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

Avry Dotan, Principal
AD Consultants
15 Sullivan Drive
Moraga, CA 94556

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: _____
Jim Spering, Chair
Board of Directors

By: _____
Avry Dotan,
Principal

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

Name of Project: **Nuisance Vegetation Management**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PESTICIDE APPLICATION SERVICES

THIS AGREEMENT, **effective July 1, 2013** 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 \$30,112** 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, 2014** 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

David Okita, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste 203
Vacaville, CA 95688

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

Agrichem Services, Inc.

By: _____
James Spering, Chair
Board of Directors

By: _____
Paul Washburn, Owner

EXHIBIT A

SCOPE OF SERVICES

Task #1:

Ulatris 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 2013-14 is 390 acres @ \$64.00/ac or \$24,960. An additional \$4,000 is allocated for additional treatments upon request.

Task #2:

Green Valley Flood Control Projects (Zone 2) – Provide consultation, application, and reporting, as directed, to the Agency and Solano County Resource Management Department on herbicide application. Estimate for 2013-14 is 18 acres @ \$64.00/ac or \$1,152

EXHIBIT B

RATE OF COMPENSATION

Ulatis and Green Valley Flood Control Projects herbicide consultation- \$64.00/acre

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, 2013**, 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 **ARCADIS**, hereinafter referred to as "Contractor."

The Agency requires services for **Cache Slough Water Quality Monitoring**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$50,000** for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

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

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

contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and

shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

Lucas Paz, Principal Hydrologist
ARCADIS
2000 Powell Street, Suite 700
Emeryville, CA 94608

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: _____
Jim Spering, Chair
Board of Directors

By: _____
Lucas Paz, Principal Hydrologist
ARCADIS

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

Name of Project: **Putah Div. Dam Bulkhead Design and Procurement**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective June 14, 2013**, 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 Ayers Associates, hereinafter referred to as "Contractor."

The Agency requires services for **Putah Div. Dam Bulkhead Design and Procurement**; 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 Div. Dam Bulkhead Design and Procurement**, 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 \$78,600** 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, 2014** 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 (*Note: include only if permits are required*)

N/A

7. INDEMNIFY AND HOLD HARMLESS

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

Other than in the performance of professional services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its

directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.

8. INSURANCE

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

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

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

Chris Goodwin, Manager - Water Resources
Ayers Associates
3433 Oakwood Hills Parkway
Eau Claire, WI 54701-7698

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

Ayers Associates
a private company

By: _____
Jim Spering, Chair

By: _____
Chris Goodwin, Manager

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Scope of Services

Task	Fee
65 % design	\$24,900
Final Design	\$33,300
Bidding Assistance	\$3,000
Fabrication	\$10,400
Installation	\$7,000

Based on the results of our initial site investigation and feasibility study of using a floating bulkhead to complete repairs to the existing tainter gate bays, the following scope of services is propose for final design, bidding and installation of the floating bulkhead.

1. Participate in a design kick off conference call with Solano County staff to review the feasibility study results, project schedule and project goals.
2. Design a floating bulkhead to be used at the Putah Diversion Dam
 - a. Develop a preliminary design for the floating bulkhead including design of bulkhead, side and bottom seals, hoists and controls and pier anchorage points
 - b. Coordinate lifting capacity of available equipment for installing floating bulkhead
 - c. Develop preliminary design for abutment pier seats or other anchoring mechanism for openings without pier noses to anchor bulkhead upon.
 - d. Provide preliminary technical specifications
 - e. Submit 65% design drawings and participate in one review conference call
3. Incorporate comments from 65% design and prepare final design documents
 - a. Prepare design submittal package for review agencies with design computations
 - b. Prepare final drawings for bulkhead submittal and bidding
 - c. Prepare an operations and maintenance manual for bulkhead installation
 - d. Prepare final plans and specifications. County will provide front end contractual documents
 - e. Prepare a fabrication cost estimate
 - f. Submit 95% plans and specifications, manuals and computations to county for review and participate in one review conference call.
 - g. Provide final revisions to design drawings and provide 100% complete drawings and specifications to County to use in bidding bulkhead fabrication.
4. Bidding
 - a. Answer questions from Fabricators during bidding
 - b. Prepare addenda if needed
 - c. Review bids with County (Conference call)
 - d. Assist County in selecting bidding and contracting with successful bidder.
5. Fabrication phase services
 - a. Meet with fabricator before beginning of fabrication (this meeting could be a conference call depending on fabricator selected)
 - b. Review caisson weights and revise installation plan as necessary
 - c. Conduct one inspection during fabrication of bulkhead
6. Bulkhead installation services
 - a. Participate in conference call before installation of bulkhead
 - b. Provide one trip to site during bulkhead installation

EXHIBIT B

RATE OF COMPENSATION

**AYRES ASSOCIATES
SCHEDULE
HOURLY RATE SCHEDULE
2013**

<u>CLASSIFICATION</u>	<u>2013 CHARGE-OUT RATE</u>
Vice President	175.78 – 199.50
Manager 1	150.94 – 179.94
Engineer 3	120.33 – 165.45
Engineer 2	90.08 – 125.95
Engineer 1	68.21 – 105.64
Architect 3	90.08 – 123.95
Architect Intern	62.00 – 71.30
Scientist	75.65 – 86.65
Surveyor	78.28 – 102.23
Technician 3	62.00 – 111.91
Technician 2	56.73 – 63.15
Technician 1	43.40 – 59.99
Clerical	47.12 – 73.25

Reimbursable Expense Schedule (May 6, 2012 - M&L updated on 10/1/12)

Policy: It is the policy of Ayres Associates that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual cost and subject to update on a yearly basis.

Company-Owned Equipment

Air Velocity Meter.....\$50/Day

Company Boats.....\$190/Day

GROUNDWATER/SURFACE WATER MONITORING:

Air Compressor.....\$20/Day

Conductivity Meter.....\$45/Day

Digital Water Velocity Meter.....\$20/Day

Dissolved Oxygen Meter.....\$45/Day

Drager Pump.....\$20/Day + Tube Cost

Hand Pump.....\$45/Day

Interface Probe.....\$20/Day

Magnetometer.....\$45/Day

pH Conductivity Meter.....\$26.80/Day or \$10/Test

Redox Meter.....\$20/Day

Submersible Pump.....\$45/Day

Troll 4000.....\$20/Day

Well Development Equipment.....\$10/Day

LEL Meter.....\$25/Day

MATERIALS TESTING:

Nuclear Density.....\$72/Day

Portable Drill and Accessories.....\$45/Day

Vibration Monitoring.....\$60/Day (Plus \$42/roll of film)

Multi-Gas Meter.....\$25/Day

PHOTOGRAMMETRIC:

Digital Photogrammetric Workstation.....\$18.70/Hour

REMEDIATION TRAILERS:

Electric.....\$100/Month

Gas.....\$45/Day

SOIL AND SOIL VAPOR MONITORING:

FID/PID/OVA.....\$8.50/Day

Free Product Recovery System – Pump.....\$60/Month

Roton Blower.....\$5/Day

Soil Auger.....\$15/Day

Soil Vapor Sampling.....\$40/Day

SURVEY:

GPS.....\$118/Day

Handheld Sub-meter GPS.....\$75/Day

Total Station (EDM).....\$18.45/Hour

High Precision Digital Level.....\$33.50/Day

Laser/Automatic Level.....\$25/Day

Fathometer.....\$250/Day

Traffic Counter.....\$64.90/Day

TESTS/SAMPLING:

Bridge Paint Inspection Equipment.....\$171/Month

Confined Space Entry Equipment.....\$20.80/Use

Flowmeter.....\$500/Week

Turbidimeter.....\$40/Day

Audio Response System.....\$37/use

UNDERWATER:

Equipment (surface supplied air/diver).....\$119.40/Day

Equipment (scuba dive gear/diver).....\$44.75/Day

Exposure Suit/Diver.....\$44.30/Day

Air.....\$8.80/Tank

General Inspection Equipment.....\$16.50/Day

Climbing Gear.....\$33.70/Day

NDT/Testing Equipment.....\$75/Day

Utility Trailer.....\$10/Day

VEHICLES:

All-Terrain Vehicle (ATV).....\$288/Day

Company Trucks.....\$.86/Mile

Personal Auto.....Current IRS Rate

WASTEWATER SAMPLING AND FIELD ANALYTICAL:

Wastewater Sampler.....\$50/Day

Hach Test Kit.....\$10/Day + Sample Costs

Nitrate Meter.....\$50/Day + Sample Costs

Reimbursable Expense Schedule (May 6, 2012 - M&L updated on 10/1/12)

Meals and Lodging

Traveler reimbursement is dependent upon where the project is located and not the accommodations, nor where the office is located.

Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at www.gsa.gov/perdiem.

The following table shows the breakdown of the Basic (CONUS) rate for lodging, breakfast/continental breakfast, lunch, and dinner. The current CONUS per diem rate is \$118 for lodging and meals.

Rates effective October 1, 2012

Rate Description	Explanation	Basic Rate Continental U.S. (CONUS)	Project Location Look-up: 1. Meal and lodging rates differ by location. 2. Go to www.gsa.gov/perdiem for a map of the continental United States. 3. Search the projects location by City, State, or Zip Code. 4. Cities not appearing on website may be located within a county for which rates are listed. 5. To determine what county a city is in, visit www.naco.org/pages/default.aspx and click "About Counties".
Lodging	Standard Rate	\$77	
M & IE	Meals and incidentals as listed on federal website	\$46	
Less incidental expenses (not reimbursed)	Company reimbursement excluding incidentals	(5)	
Ayres Associates rates	Net reimbursement rate	41	
Breakfast/Continental Breakfast	Rates for meals segregated by type	7	
Lunch		11	
Dinner		23	
First & Last Day of Travel		\$30.75	

Vendor Supplies - Actual Cost

55 gallon drums	Dry-lock fast plugs	Micron filters	Sampling Jars
Airfare	Duct tape	Monuments	Scans
Aluminum cap domes	Fence posts	Multi-spectral scanner	Shelby tubes
Aluminum caps	Field books	Nail marker tabs	Shipping fees
Baggage fees	Filler paper	Nails	Shuttles and taxis
Batteries	Film	On-line access fees	Smoke bombs
Bentonite	Flagging tape	On-line survey research	Software – project specific
Bid notice fees	Flags	Paper towels	Soil sample liners
Binders	Gaskets	Parking fees	Spatulas
Bleach	Generator rental	Permit fees	Spikes
Boat ramp fees	Hazardous Materials Site Database Research	Pipe	Stake chasers
Car rentals	Hub flags	Pipettes	Stake tack
Carbon dioxide tubes	Hubs	Plan fees	Survey markers
Casing	Ice	Plastic bags	Syringes
Computer flash drives	Lath	Polyethylene bailers	T posts
Concrete	Legal notice fees	Presentation materials	Teflon bailers
Concrete cylinder molds	Light rail fees	Printing/Reproduction	Testing kits
Corner marker pipe	Locking caps, caps	Public notice fees	Toll fees
Decontamination materials	Locking well caps, well caps	Publications	Tubing
Disposable bailers	Locks	Rebar	Vials
Disposable cameras	Lumber crayons	Recording fees	Washers
Disposable gloves	Magic markers	Reference materials	Water filters
Distilled water	Maps	Research fees	Well materials
Dividers and tab stock	Marking paint	Review Fees	Well seals
Drill bits	Methanol	Rope	Whiskers

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, 2013**, 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 **Blankenship and Associates, Inc.**, 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 \$49,500** 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, 2014**, 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.

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

Mike Blankenship, President
Blankenship 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: _____
Jim Spering, Chair
Board of Directors

By: _____
Mike Blankenship, President
Blankenship and Associates

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

Name of Project: **Mercury Monitoring and Support**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2013**, 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 **BSK Associates**, hereinafter referred to as "Contractor."

The Agency requires services for **Mercury Monitoring and 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 **Mercury Monitoring and 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 \$12,565** 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, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and

shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

Erik Ringelberg, Project Manager
BSK Associates
3140 Gold Camp Drive, Suite 160
Rancho Cordova, CA 95670

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: _____
Jim Spering, Chair
Board of Directors

By: _____
Kurt Balasek,
Sacramento Branch Manager

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 1

CONTRACTOR: CBEC, Inc.

EFFECTIVE DATE: June 13, 2013

PROJECT: North Delta Water Quality Modeling

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2015.

SIGNATURES:

Solano County Water Agency,
a Public Agency

CBEC, Inc.
a California Corporation

By: _____
Jim Spering, Chairman
Board of Directors

By: _____
C.B. Bowles,
President

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 8

CONTRACTOR: CH2MHILL

EFFECTIVE DATE: July 1, 2013

PROJECT: Solano HCP EIR/EIS

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2014.

SIGNATURES:

Solano County Water Agency,
a Public Agency

CH2MHILL

By: _____
Jim Spering, Chair
Board of Directors

By: _____
Vijay Kumar,
Vice President

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Clean Lakes, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Campbell Lake Algaecide Treatments**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Upon completion of each task, as shown in Exhibit B, the Contractor may submit an invoice to the Agency. The total sum paid to the Contractor shall **not to exceed \$63,650** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

persons or property except for the sole negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.

8. INSURANCE

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

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

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

9. COMPLIANCE WITH LAW

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

Tyler D. Fowler
Clean Lakes, Inc.
2150 Franklin Canyon Road
Martinez, CA 94553

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

Solano County Water Agency

Clean Lakes, Inc.

a Public Agency

By: _____
James Spering, Chairman
Board of Directors

By: _____
Tyler D. Fowler,
Env. Compliance Manager

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

Task 1A – Pre and post NPDES monitoring

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

\$4,000.00

Task 1B – Aquatic algaecide application (labor costs).

Lump sum labor, technical advice, equipment mobilization and demobilization, and all other costs associated with the treatment costs of PAK-27 at Campbell Lake except the material costs, which are covered by Task 1C below. Clean Lakes, Inc. will charge \$5,330 for each treatment for up to five PAK-27 treatments.

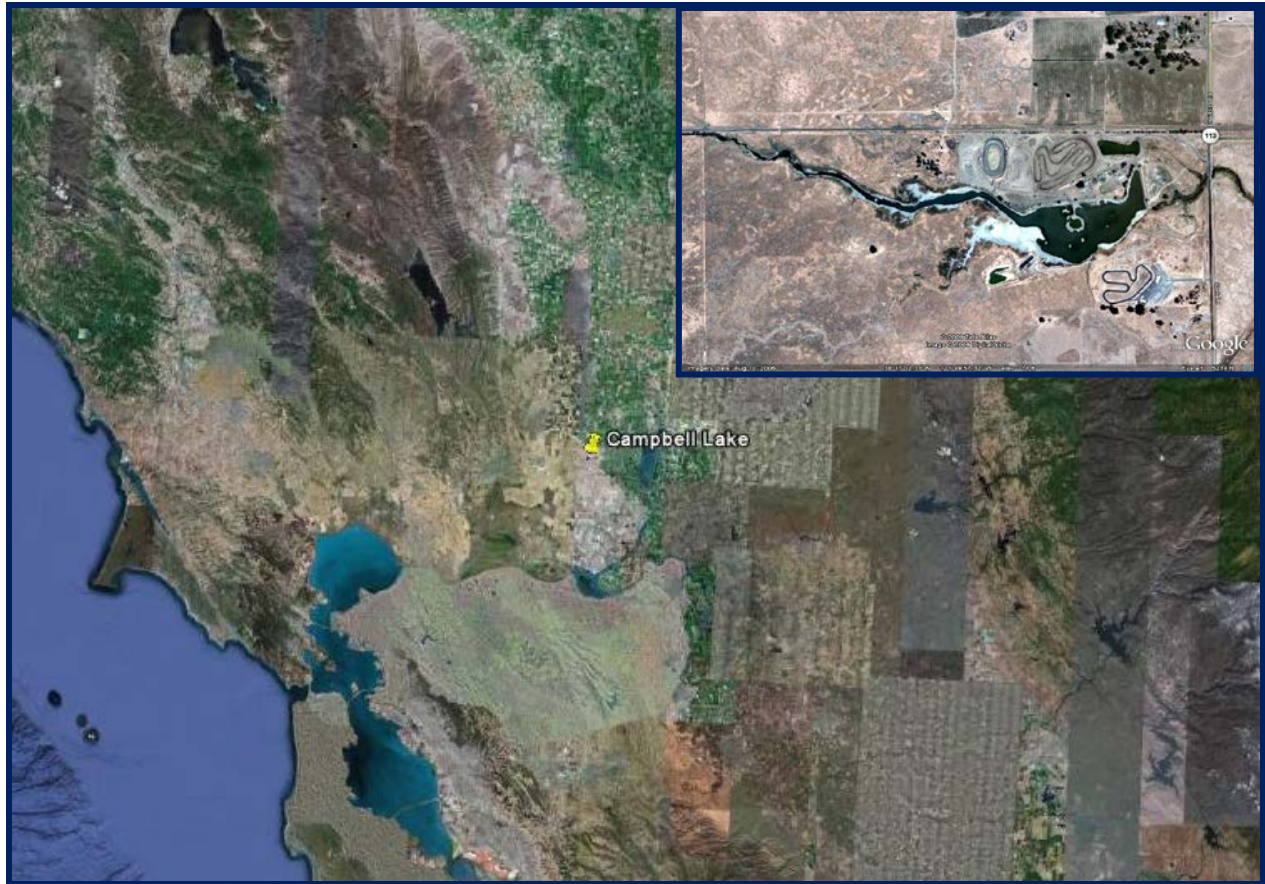
\$26,650.00

Task 1C – Aquatic algaecide application (material costs).

Lump sum material cost to treat Campbell Lake using PAK-27 at a unit cost of \$2.20 per pound plus applicable sales tax. Application rates will vary depending on the time of year, but will likely be between 1,150 – 3,000 lbs of PAK-27 per treatment. Algaecide cost is \$2.20 / lb including delivery and CA-Mill tax, a sales tax of 9.25% is assumed. Clean Lakes will need to submit the actual product usage with their invoice.

\$33,000.00

**SOLANO COUNTY WATER AGENCY
2013 ALGAE TREATMENT PROPOSAL**



Prepared By

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

Prepared For

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

May 2013

1: BACKGROUND INFORMATION: Clean Lakes, Inc. (CLI) has been asked by Alex Rabidoux to submit this proposal following last year's treatment program.

2: AQUATIC VEGETATION MANAGEMENT ISSUES AND RECOMMENDATIONS

(APPROACH): The management objective is to control algae in Campbell Lake via the application of the algaecide PAK 27 (Sodium Carbonate Peroxyhydrate). The most effective, efficient and cost effective means of accomplishing this objective is outlined as follows:

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



3: SERVICES TO BE PROVIDED: CLI staff will perform algaecide applications, NPDES associated water quality and residual monitoring, and supply the algaecides for the project. CLI will also continue to perform the required permit compliance measures. CLI would provide all manpower, equipment, insurance, and technical expertise required to perform the algaecide treatments. Per regulatory requirements, CLI staff are licensed Pest Control Applicators by the State of California, and algaecide applications would be under the guidance of a written Recommendation by a State of California Licensed Pest Control Advisor.

4: PROGRAM COSTS:

a: Water Quality Monitoring and Reporting costs including sample collection and lab fees: Lump Sum per treatment for pre and post NPDES Required Water Quality Monitoring: **\$800.00** Lump Sum Costs to comply with Water Quality Order No. 2004-0009-DWQ,. The report will be sent to SCWA to add it to the overall permit **\$800.00** per year.

b: Aquatic Algaecide Application costs including all materials (algaecides), labor, technical advice, equipment mobilization and demobilization, and all other costs associated with the treatments. Treat approximately 37 surface acres of planktonic algae:

- Cost per treatment based on application of PAK 27. Treating at a rate of 45 pounds a surface acre.
- Approximately 37 surface acres will be treated with the algaecide PAK27 for control. The targeted treatment depth in the treatment area is 1.5 foot, for a total treatment area volume of 55.5 acre feet. The area will be treated @ 21*-54* pounds per acre foot for a total of 31*- 81* pounds per surface acre. So a total of 1150 - 3000 pounds of PAK27 will be applied per treatment.

* Rounded to the nearest whole number

- Material total is 1150-3000 pounds per treatment. Algaecide costs are **\$2.20** per pound including delivery and CA-Mill Tax, sales tax not included, will be billed based on product usage
- Application costs are **\$5330.00** per treatment
- Total application costs for **1150-3000** pounds of PAK 27 @ **\$2.20** per pound for a total of **\$2,530.00 - \$6,600.00** per treatment and the application cost of **\$5330.00** for a total of **\$7,860.00 – \$11,930.00 per treatment**

CLEAN LAKES INC.

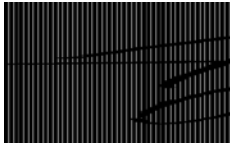
- Therefore the per-treatment cost is **\$8,660.00 - \$12,730.00** which includes the Water Quality Monitoring and Reporting costs.
 - If there are a total of five (5) applications the total program cost would be between **\$43,300.00 – \$63,650.00**

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

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

Sincerely,

CLEAN LAKES, INC.



Tyler Fowler
Environmental Compliance Manager
925-766-5256

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

SOLANO COUNTY WATER AGENCY ALGAE TREATMENT PROPOSAL

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 5

CONTRACTOR: ConserVision Consulting

EFFECTIVE DATE: July 1, 2013

PROJECT: Outdoor Water Survey Program.

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2014

SIGNATURES:

Solano County Water Agency,
a Public Agency

ConserVision Consulting

By: _____
James Spering, Chairman
Board of Directors

By: _____
Teri Boughn
ConserVision Consulting

Name of Project: **Water Conservation/Water Education Website**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013**, 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 Creativemark Design & Photography, hereinafter referred to as "Contractor."

The Agency requires services for the design of a **Water Conservation/Water Education component to the Agency website**; 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 Conservation/Water Education Website 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 \$15,000** 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, 2014** 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.

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

David Okita, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 9568

CONTRACTOR

Creativemark Design & Photography
2630 Maxwell Ave
Oakland, CA 94619

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

Creativemark Design & Photography

By:_____

James Spering, Chairman
Board of Directors

By:_____

Alice Ross Leon, Owner
Creativemark Design & Photography

EXHIBIT A

SCOPE OF SERVICES

- Task 1: Creativemark Design & Photography will develop a draft graphic design for the Solano County water conservation website.
- Task 2: Creativemark Design & Photography will provide the technical construction of the website pages.
- Task 3: Creativemark Design & Photography will provide maintenance and continual technical support of the SCWA water conservation website.

EXHIBIT B

RATE OF COMPENSATION

Alice Ross Leon

TASKS: creative direction, brand adaptation, art research and purchasing (Stock Photography or Clip Art), graphic design, project management, html program and product updates, site architecture.

Invoices to be submitted on a 30 day cycle.

\$ 85.00 / Hour

Ellen Gordon • WebMaster

TASKS: html programming, site analysis, CSS Development, browser compatibility, site testing & final file uploads

\$ 85.00 / Hour

Alice Ross Leon • Project Manager

TASKS: administration, manage production, coordinate research

\$ 65.00 / Hour

Photography (as needed): day rate (4 hrs) + Processing + \$785.00 + \$35.00 / Hour (Travel Rate)*

Photography (as needed): Full day rate (7 hrs) + Processing + \$1185.00 + \$35.00 / Hour (Travel Rate)*

Invoices to be submitted upon completion of photography sessions.

*Travel Fees only apply to photography assignments.

2013/14
Water Agency/High-Efficiency Washer and High-Efficiency
Toilet Rebate Program Agreement
Electric & Gas Industries Association (EGIA)
and Solano County Water Agency

EGIA and the Solano County Water Agency are entering into this agreement to offer water utility customers an incentive when they participate in the 2013/14 Solano High-Efficiency Clothes Washer and High-Efficiency Toilet Rebate Program from July 1, 2013 through June 30, 2014. Outlined below are the agreements we have made regarding various components of this program.

Incentive Program Structure

To be eligible, the clothes washer must be a qualifying high-efficiency model (Consortium for Energy Efficiency Tier 3). The high-efficiency toilet must be a “WaterSense” labeled model. The Solano County Water Agency will pay each qualifying customer a rebate of \$75 for a high-efficiency washing machine and up to \$125.00 for a qualifying high-efficiency toilet. EGIA will pay qualified rebates for purchases through June 30, 2014 or until budgeted funds are depleted, whichever comes first.

Incentive and Administrative Funding

The administration, processing, and oversight authority components of this program are handled by EGIA. EGIA will provide the following services for in relation to the program:

- Retailers will receive information and program materials via mail and/or facsimile.
- Receive, process and pay customer rebate applications.
- Develop and maintain a program database.
- Invoice water districts/utilities for customer incentives, administration and processing fees.

Administrative Funding

The Solano County Water Agency has committed \$275,000 to pay projected rebates, program administration, and processing. EGIA will not exceed this committed amount without prior authorization of the water district/utility. There is no deposit requirement for the program this year.

Program Participation

EGIA processes consumer rebate applications and makes one payment to the customer on behalf of the participating water district/utility upon completion of customer and product qualifications.

Cost Structure:

- Monthly Administration Fee - \$500
- Processing Fee - \$6.50 per rebate
- Postage Fee - \$0.46 or postal rate

EGIA Processing and Administration Services

During 2013/14 EGIA will be receiving water district/utility rebate applications, process, and pay rebates for participating water district/utility customers. Single rebate applications on which customers may apply for the water district/utility rebates will be submitted to EGIA. Processing and administrative services include:

Processing Services:

- Verify the authenticity of each rebate application and product qualification, check completeness of the application and that required documentation is included.
- Data enter application.
- Computer will verify water district/utility eligibility via a zip code table. When a consumer's water district/utility eligibility is in question, EGIA electronically transmits or faxes the consumer information to the water district/utility for approval.
- Provide utilities with an Excel spreadsheet, via email, listing the name, address and water district/utility account number (if supplied) of rebate applicants. This will be done once a week for purposes of account verification for utilities which choose to have EGIA issue checks, or for payment by utilities handling their own payments. For utilities opting for EGIA issuing checks, once the Excel file is returned with approvals and denials, the database will be updated. Payments will be made and denial letters will be issued.
- Process payment invoice showing water district/utility rebate levels, and the total funds required.
- Issue rebate checks to eligible water district/utility customers.
- Respond to all written and verbal customer inquiries.

Administration Services:

- Indicate on the account summary the activity for each water district/utility; rebate amounts paid, rebate reimbursements received, and balance due year-to-date.
- Submit invoices to water district/utility once per month for checks to be released on their behalf. Water rebates will be sent as soon as EGIA receives payment of invoices.

- Contractual fees due to EGIA for administration and processing of water district/utility rebates will be invoiced monthly, per the level of service the water district/utility chooses, to the applicable water utilities/districts per approved agreement and should be paid upon receipt.
- Provide and update retailers with the products that qualify for this program.

Solano County Water Agency

James Spring	Date
Chairman	
Board of Directors	

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, 2013**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Evasco Inc.**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$253,250** 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, 2014**, 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.

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Jim Spering, Chair
Board of Directors

By: _____
Jeff Schuyler, President
Eyasco Inc.

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

Name of Project: **Water Wise Gardening Web Site**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013**, 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 GardenSoft, hereinafter referred to as "Contractor."

The Agency requires services for a Water Wise Gardening website component to its existing conservation website; 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 **Water Wise Gardening component to the conservation website**, 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 \$4,500** 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, 2014** 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, 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. NOTICE

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

AGENCY

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

CONTRACTOR

Gerry Kiffe, General Manager
GardenSoft

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: _____
James Spering, Chair
Board of Directors

By: _____
Gerry Kiffe, General Manager
GardenSoft

EXHIBIT A

SCOPE OF SERVICES

Main Additions to Full Screen System

- Improve Opening Screen
- Add Social Networking Tools
- Revolving Water Savings Messages to all Plant and Garden Image Pages
- Partial Plant Name Look up (put in just a couple of letters and it will search through all botanical and common names that have those letters)
- Add Six New Gardens to Tours and distribute the pictures in the galleries
- Reorganize Tours and Galleries to support the Rebate Program
- Create a Toggle Switch to Hide the hot links or reveal them as needed

Cash for Grass Survey and Training Tool

- Questionnaire and Training Page to walk user through an education prior to landscape project
- Add Education Pages from Solano Resources
- Create a private site where names and results are posted for Solano Personnel to view

Water Calculator

- User Identify spaces in landscape and create water use output that is actionable

EXHIBIT B

RATE OF COMPENSATION

Main Additions to Full Screen System	\$1500
Cash for Grass Survey and Training Tool	\$1,500
Water Calculator	\$1,500

Name of Project: **IRWMP Conservation Grant Administration**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and GHD, Inc., hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$60,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, up to the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2017** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the work under this agreement, for damages to persons or property proportional to the Contractor's negligent or willful acts, errors or omissions committed. Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity or as provided by State law.

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

7. INSURANCE

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

subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

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

9. SUBCONTRACT AND ASSIGNMENT

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

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

David Okita, 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: _____
James Spering, Chair
Board of Directors

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

EXHIBIT A

SCOPE OF SERVICES

- A. Prepare and submit quarterly Progress Reports and Grant Invoices during duration of the grant period to the IRWMP Grant Administrator
- B. At project completion, prepare the Project Completion Report and Grant Completion Report and submit to the IRWMP Grant Administrator
- C. Prepare and submit annual Project Performance Reports for the Project directly to DWR

EXHIBIT B
RATE OF COMPENSATION

PROJECT FEE SCHEDULE

(Effective April 2012)

Hourly Rates^(*)

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

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

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

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

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and GHD, Inc., hereinafter referred to as "Contractor."

The Agency requires services for the **CII Water 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 \$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, 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, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the work under this agreement, for damages to persons or property proportional to the Contractor's negligent or willful acts, errors or omissions committed. Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity or as provided by State law.

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

7. INSURANCE

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

subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

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

9. SUBCONTRACT AND ASSIGNMENT

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

Approved subcontractors are AquaMetrics LLC, ConserVision Consulting, and Maddaus Water Management.

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

David Okita, 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: _____
James Spering, Chair
Board of Directors

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 and implement a strategy targeting and marketing large landscape water use surveys to commercial/industrial/institutional (CII) accounts. Directly contact via letter or telephone not less than 20% of CII accounts, provided that the appropriate contact information is provided to GHD team.
- C. Conduct CII water surveys based on CUWCC guidelines either directly or by use of subcontractors.
- D. Develop data management system compatible with City software needs.
- E. Ongoing attendance at, and coordination with, the Urban Water Conservation Committee.

EXHIBIT B
RATE OF COMPENSATION

PROJECT FEE SCHEDULE

(Effective April 2012)

Hourly Rates^(*)

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

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

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

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

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and GHD, Inc., hereinafter referred to as "Contractor."

The Agency requires services for the **CII Water Savings Incentive Program**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$60,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, up to the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the work under this agreement, for damages to persons or property proportional to the Contractor's negligent or willful acts, errors or omissions committed. Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity or as provided by State law.

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

7. INSURANCE

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

subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

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

9. SUBCONTRACT AND ASSIGNMENT

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

Approved subcontractors are AquaMetrics LLC, ConserVision Consulting, and Maddaus Water Management.

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

David Okita, 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: _____
James Spering, Chair
Board of Directors

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

EXHIBIT A

SCOPE OF SERVICES

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

EXHIBIT B
RATE OF COMPENSATION

PROJECT FEE SCHEDULE

(Effective April 2012)

Hourly Rates^(*)

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

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

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

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

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

Name of Project: **Water Efficient Demonstration Garden**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013**, 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 Dennis Grunstad, Landscape Architect, hereinafter referred to as "Contractor."

The Agency requires services for **maintenance and upgrade of the Water Efficient Demonstration Garden at 6-Flags Amusement Park**; 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 **Water Efficient Demonstration Garden maintenance**, 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 \$15,000** 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, 2014** 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, 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. (*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

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

CONTRACTOR

Dennis Grunstad, Landscape Architect
962 Julie Court
Fairfield, CA 94533

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: _____
James Spering, Chair
Board of Directors

By: _____
Dennis Grunstad
Landscape Architect

EXHIBIT A

SCOPE OF SERVICES

Perform maintenance of the Water Efficient Demonstration Garden

Upgrade site as necessary to maintain water efficiency

Coordinate with landscape contractor as needed

EXHIBIT B

RATE OF COMPENSATION

Payment Schedule

July 2013	\$880
August 2013	\$880
September 2013	\$700
October 2013	\$700
November 2013	\$700
December 2013	\$700
January 2014	\$700
February 2014	\$700
March 2014	\$700
April 2014	\$880
May 2014	\$880
June 2014	\$880

Expenses for purchased plant material and irrigation equipment associated with the landscape project not to exceed \$1,500.00 for the term of this Agreement without written approval of the General Manager.

Name of Project: **Construction Materials Testing and Geotechnical Consulting**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013**, 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 **Materials Testing, Inc. DBA: KC Engineering Company**, hereinafter referred to as "Contractor."

The Agency requires services for **Construction Materials Testing and Geotechnical Consulting**; 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 **Construction Materials Testing and Geotechnical Consulting**, 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, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

David V. Cymanski, G.E.
KC Engineering Company
865 Cotting Lane, Suite A
Vacaville, CA 95688

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

KC Engineering Company

By: _____
James Spering, Chair
Board of Directors

By: _____
David V. Cymanski, Principal

EXHIBIT A

SCOPE OF SERVICES

Provide general materials testing and geotechnical consulting services upon request.

EXHIBIT B

RATE OF COMPENSATION

865 Cotting Lane, Suite A
Vacaville, California 95688
(707) 447-4025, Fax 447-4143



8798 Airport Road
Redding, California 96002
(530) 222-0832, Fax 222-1611

KC ENGINEERING COMPANY
A SUBSIDIARY OF MATERIALS TESTING, INC.

**Solano County Water Agency FEE SCHEDULE
FY 2013-2014**

Introduction of Fees

1. Listed herein are typical hourly rates for engineering and inspection services most frequently performed by **MATERIALS TESTING, INC. – KC ENGINEERING CO.** A fee schedule of field and laboratory services and tests are included herein. Prices for other services not listed below will be given upon request, as well as special quotations for projects involving volume work.
2. It is pointed out that our hourly rates **include** charges for use of vehicle, portal to portal, use of nuclear gauge and concrete testing equipment and all individual testing performed in the field. A two (2) hour minimum charge applies to Technician & Special Inspector rates on weekdays. A four (4) hour minimum charge applies for weekend and holidays. On “Prevailing Wage” projects, an additional \$30/hour will be applied and the hourly rates are subject to the same incremental increases as future prevailing wage determinations.
3. Services such as exploratory drilling, backhoe test pits and specialty testing may be provided as a subcontractor service and will be invoiced at contractor’s rate plus 20%. Standard minimum drilling and backhoe costs are based on unit costs for 4 hours. Project estimates for geotechnical investigations provided by **KC ENGINEERING CO.** typically include costs for subcontracted services.
4. Invoices will be submitted at completion of services, or monthly, whichever is earlier, and are due and payable upon presentation. Accounts not paid within 30 days from the date of billing are subject to a service charge of 18% per annum on the unpaid balance. In the event payment is not made when due and it becomes necessary to commence suit to collect amounts due, Client agrees to pay all interest and principal, plus attorney’s fees and court costs as the court may deem reasonable.
5. Laboratory and field testing prices include reporting of routine results. This does not include analysis, conclusions, recommendations or detailed engineering reports.
6. **HOURLY RATES (see Item #2 above):**

GEOTECHNICAL ENGINEERING

Principal Engineer.....	160.00/hr.
Senior Engineer.....	130.00/hr.
Project Engineer.....	120.00/hr.
Staff Engineer.....	110.00/hr.

MTI-KCE Fee Schedule 2013

GEOLOGICAL & ENVIRONMENTAL

Certified Engineering Geologist	160.00/hr.
Registered Environmental Assessor.....	130.00/hr.

TECHNICIAN & SPECIAL INSPECTOR

Field & Laboratory Manager.....	95.00/hr.
Field & Laboratory Engineering Technician.....	85.00/hr.
Certified Special Inspector.....	85.00/hr.
AWS/Certified Welding Inspector.....	90.00/hr.
Ultra Sonic Examination/NDT.....	90.00/hr.

GENERAL

(0004)	Clerical: (Detailed Reports and Additional Copies of Reports).....	55.00/hr.
(0005)	Court Appearance or Deposition: (Engineer or Geologist, 4hr Minimum).....	300.00/hr.
(0006)	Court Appearance or Deposition: (Technician or Special Inspector, 4hr Minimum).....	165.00/hr.
(0008)	Per Diem (Cost Per Day).....	100.00/day or Cost
(0009)	Special Shipping.....	Cost Plus 20%
(0010)	Equipment Rental.....	Cost Plus 20%
(0011)	Employee Drug Testing.....	Cost Plus 20%
(0012)	Training Employees.....	Cost Plus 20%
(0013)	OSHA Safety Training Class.....	Cost Plus 20%
(0070)	Deliveries	85.00/hr.
(0072)	Special Equipment and/or Miscellaneous Purchases for Clients.....	Cost Plus 20%
(0073)	Special Preparation or Handling of Materials to be Tested.....	85.00/hr.
(0074)	Overtime, Saturdays & Hours over Eight.....	1.5 x Hourly Rate
(0075)	Overtime, Sundays & Holidays.....	2 x Hourly Rate
(0078)	Mobile Lab (Mobilize/De-Mobilize).....	Quote
(0079)	Trailer & Lab Equipment Rental	Quote
(0080)	Mileage, Auto and Light Truck.....	.75/Per Mile
(0801A)	Travel Time	
(9999)	Non-Billable	

FIELD/LAB REPORT REVIEW

- (0081) Lab Manager Review
- (0082) Report Preparation
- (0083) Engineer Report Review

ACCOUNT COLLECTIONS

- (0084L) Administration of Collection/Liens
- (0084E) Collection/Lien Expenses

7. LABORATORY AND TECHNICAL FEES

CONCRETE

(0101)	Concrete Mix Design or Review of Submitted Mix Design (Aggregate Test not Included).....	325.00/ea.
(0101A)	Concrete Mix Design Adjustment (Aggregate Test not Included)	110.00/ea.
(0101B)	Metric Conversion.....	175.00/ea.
(0101C)	Concrete Mix Design (Minor Change).....	75.00/ea.
(0102)	Concrete Mix Design or Review of Submitted Mix Design Requiring Registered Engineer's Stamp (Aggregate Test not Included).....	330.00/ea.
(0102A)	Concrete Mix Design Adjustment Requiring Registered Engineer's Stamp (Aggregate Test not Included).....	350.00/ea.
(0103)	Concrete Trial Batch (Includes Preparation and Testing of Six (6) Cylinders, Gradation, and Specific Gravity of Aggregates)	750.00/ea.
(0103A)	Concrete Trial Batch (Caltrans Ten (10) Cylinders)	750.00/ea.
(0104)	Compression Tests (6 x 12 & 4 x 8 Cylinders)..... (ASTM C39)	35.00/ea.
(0104A)	Compression Tests (2 x 4 Cylinder)..... (ASTM C39)	35.00/ea.

MTI-KCE Fee Schedule 2013

(0104B)	Compression Tests (4 x 6 Cylinders)..... (Soil & Cement)	35.00/ea.
(0104C)	Compression Tests on Core Specimens..... (Concrete-ASTM C42, Rock-ASTM D7012)	45.00/ea.
(0104D)	End Preparation by Diamond Sawing.....	25.00/trim
(0104E)	Shotcrete Core Compressive Test.....	45.00/ea.
(0104F)	Compression Tests (2x2x2 Cubes)..... (ASTM C109)	35.00/ea.
(0106)	Strength Test - Flexure Beam (6 x 6 x 21)..... (ASTM C78) (CTM 523)	80.00/ea.
(0108)	Unit Weight Hardened Concrete..... (ASTM C642)	40.00/ea.
(0107)	Compression Specimen (Processed Not Tested)	35.00/ea.
(0108LW)	Density of Structural Lightweight Concrete..... (ASTM C567)	100.00/ea.

Labor

(0149)	Concrete Cylinder Processing & Breaking	
(0150)	Concrete Cylinder Pick Up	
(0151)	Field Concrete Placement Observation and/or making Concrete Cylinders @ Jobsite	
(0151ACI)	Field Concrete Testing/Sampling Only @ Jobsite by ACI Tech. or Cert. Inspector	
(0151ICC)	Field Concrete Placement Observation and/or making Concrete Cylinders @ Jobsite by ICC Cert. Inspector	
(0152)	Concrete Batch Plant Inspection	
(0153)	Rebound Hammer Concrete Strength Determination (Technician & Equipment)	
(0154)	Anchor/Dowel/Rebar Pull-Out (Proof Load) Testing (Technician & Equipment)	
(0156)	Uniformity Testing (ASTM C94).....	Quote
(0160)	Shotcrete Sample Pick Up	
(0161)	Shotcrete Placement Inspection/Sampling	
(0161DSA)	Shotcrete Placement Inspection/Sampling	

MTI-KCE Fee Schedule 2013

Miscellaneous

(0176)	Outside Services.....	Cost Plus 20%
(0178)	Concrete Cylinder Molds (6 x 12).....	5.00/ea.

CONCRETE MASONRY

(0201)	Compression Tests, Concrete Masonry Units..... Set of 3 (ASTM C140)	250.00/set
(0201A)	Component Prism Compression Tests..... (ASTM C1314)	125.00/ea.
(0202)	Compression Test (Mortar Cylinders)..... (ASTM C39)	35.00/ea.
(0203)	Compression Tests (Grout Prisms)..... (ASTM C1019)	35.00/ea.
(0205)	Absorption, Moisture Content and Unit Weight of Concrete Masonry (Set of 3) (ASTM C140).....	225.00/set
(0206)	Linear Shrinkage, Concrete Masonry (1 set of 3) (ASTM C426).....	Cost Plus 20%
(0208)	Compressive Tests, Solid Bricks.....	35.00/ea.
(0209)	Weight Loss Requirement.....	20.00/ea.
(0210)	Absorption (Cold) (ASTM C67).....	20.00/ea.
(0210A)	Absorption (Boiling) (ASTM C67).....	20.00/ea.

Labor

(0250)	Grout, Mortar & Masonry Sample Pick Up
(0251)	Field Masonry Placement Inspection/Sampling
(0251DSA)	Field Masonry Placement Inspection/Sampling

Miscellaneous

(0276)	Outside Services.....	Cost Plus 20%
(0278)	Mortar Molds, 2 x 4.....	3.00/ea.

MTI-KCE Fee Schedule 2013

SOILS

(0301)	Coarse Sieve Analysis..... (ASTM C136) (CTM 202)	60.00/ea.
(0302)	Fine Sieve Analysis..... (ASTM C136) (CTM 202)	85.00/ea.
(0302B)	Total Sieve Analysis, with -#4 Portion, Wash Only... (ASTM C136) (CTM 202)	130.00/ea.
(0303)	Total Sieve Analysis with Total Wash..... (ASTM C136) (CTM 202)	160.00/ea.
(0304)	Hydrometer (Includes Wash and Sieve..... of Minus No. 4 and Specific Gravity) (ASTM D422)	230.00/ea.
(0305)	Percent Finer than No. 200..... (ASTM D1140) (CTM 202)	65.00/ea.
(0306)	Constant Head Permeability..... Material Remolded (Compaction Curve Additional) (ASTM D2434)	300.00/ea.
(0306A)	Flexible Wall Permeability..... (ASTM D5084)	Quote
(0307)	Atterberg Limits Sample Preparation..... (ASTM D4318) (CTM 204)	38.00/ea.
(0307A)	Plastic Limit (ASTM D4318) (CTM 204).....	70.00/ea.
(0307B)	Liquid Limit...(ASTM D4318) (CTM 204).....	75.00/ea.
(0307C)	Plasticity Index (ASTM D4318) (CTM 204).....	145.00/ea.
(0308)	Moisture/Dry Unit Weight of Tube Sample..... (ASTM D2937)	40.00/ea.
(0309)	Moisture Content..... (ASTM D2216) (CTM 226)	25.00/ea.
(0310)	Specific Gravity..... (ASTM D854) (CTM 209)	60.00/ea.
(0311)	Dry Unit Weight, Waxed (Undisturbed Sample).....	55.00/ea.

MTI-KCE Fee Schedule 2013

(0312)	“R” Value (Includes Grading..... and Re-Proportioning, if necessary) (ASTM D2844) (CTM 301)		250.00/ea.
(0314)	USDA Classification, Includes % Plus # 10.....		125.00/ea.
	<u>Compaction Curves</u> (Laboratory Maximum Density/Optimum Moisture) with assumed G _s for rock correction, with measured G _s add \$60.00		
(0315A)	ASTM D1557	Method A.....	185.00/ea.
(0315B)		Method B.....	185.00/ea.
(0315C)		Method C.....	195.00/ea.
(0315OT)	Overtime Curve.....		225.00/ea.
(0316A)	ASTM D698	Method A	155.00/ea.
(0316B)		Method B.....	155.00/ea.
(0316C)		Method C	180.00/ea.
(0317A)	AASHTO T180	Method A	180.00/ea.
(0317B)		Method B.....	180.00/ea.
(0317C)		Method C	190.00/ea.
(0317D)		Method D.....	190.00/ea.
(0318A)	AASHTO T99	Method A	155.00/ea.
(0318B)		Method B.....	155.00/ea.
(0318C)		Method C	170.00/ea.
(0318D)		Method D.....	175.00/ea.
(0319A)	UBC 70-1	Method A.....	160.00/ea.
(0319B)		Method B.....	160.00/ea.
(0319C)		Method C.....	185.00/ea.
(0320)	Cal Test No. 216.....		190.00/ea.
(0321)	U.S.B.R. Method.....		175.00/ea.
(0322)	Compaction Check Point (For any of the above standards).....		80.00/ea.
(0323)	Minimum Index Density (ASTM D4254).....		75.00/ea.
(0324)	Maximum Index Density (ASTM D4253).....		85.00/ea.

MTI-KCE Fee Schedule 2013

SOILS (miscellaneous)

(0325)	Minimum Resistivity (CTM 643).....	85.00/ea.
(0326)	PH Values (La Motte Meter Method).....	45.00/ea.
(0326A)	Sulfate Testing (CTM 417).....	90.00/ea.
(0327)	Unconfined Compression Test (Includes Moisture/Density Tube Sample) (ASTM D2166) (CTM 221)	90.00/ea.
(0327A)	Lime Treated Unconfined Compression..... (ASTM D5102) (CTM 373)	210.00/pt.
(0327B)	Soil Cement Unconfined Compression..... (ASTM D1633)	200.00/pt.
(0327C)	Remolded Unconfined Compression.....	150.00/ea.
(0328)	Direct Shear (ASTM D3080).....	285.00/ea.
(0329)	Percent Swell Test (ASTM D4546).....	150.00/pt.
(0330)	Organic Content (ASTM D2974).....	80.00/ea.
(0331)	Consolidation Test (ASTM D2435) (CTM 219).....	300.00/ea.
(0332)	Expansion Index (ASTM D4829).....	250.00/ea.
(0334)	Special Consolidation Tests.....	Quote

Labor

(0350)	Field Soil Sampling
(0351)	Field Density Testing
(0351A)	Mass Grading Field Density Testing
(0351B)	Underground Field Density Testing
(0351C)	Streets Field Density Testing
(0352)	Field Density Testing Sand Cone Method

MTI-KCE Fee Schedule 2013

(0353)	Field Percolation Testing.....	Quote
(0354)	Drop Ball Testing	
	<u>Miscellaneous</u>	
(0376)	Outside Services.....	Cost Plus 20%
(0378)	Soil Sample Bag.....	2.00/ea.

AGGREGATE QUALITY

(0401)	Coarse Sieve Analysis..... (ASTM C136 or CTM 202)	60.00/ea.
(0402)	Fine Sieve Analysis..... (ASTM C136 or CTM 202)	85.00/ea.
(0403)	Total Sieve Analysis. With -#4 Portion Wash Only (ASTM C136 or CTM 202).....	130.00/ea.
(0404)	Total Sieve Analysis with Total Wash..... (ASTM C136 or CTM 202)	160.00/ea.
(0405)	Coarse Durability Index (ASTM D3744) (CTM 229).	100.00/ea.
(0405A)	Fine Durability Index (ASTM D3744) (CTM 229)	100.00/ea.
(0406)	Cleanness Value (1" x #4) (CTM 227).....	115.00/ea.
(0406A)	Cleanness Value (2-1/2" x 3/4") (CTM 227).....	150.00/ea.
(0407)	Coarse Specific Gravity & Absorption..... (ASTM C127) (CTM 206)	65.00/ea.
(0408)	Fine Specific Gravity & Absorption..... (ASTM C128) (CTM 207)	95.00/ea.
(0409)	Sodium Sulfate Soundness, 5 Cycles..... (ASTM C88) (CTM 214)	350.00/ea.
(0410)	Sand Equivalent Value (Ave of 3)..... (ASTM D2419) (CTM 217)	80.00/ea.
(0411)	Organic Impurities (ASTM C 40 or CTM 213).....	60.00/ea.

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(0412)	Unit Weight, Aggregate (Dry Rodded)..... (ASTM C29) (CTM 212)	60.00/ea.
(0413)	Percent Finer than #200 Sieve Plus #4 Material..... (ASTM C117) (CTM 202)	65.00/ea.
(0414)	Percent Finer than #200 Sieve Minus #4 Material..... (ASTM C117) (CTM 202)	60.00/ea.
(0414A)	Percent Finer than #200 (ASTM C117) (CTM 202)...	70.00/ea.
(0416)	Crushed Particles (ASTM D693) (CTM 205).....	165.00/ea.
(0416A)	Fractured Faces (ASTM D5821)	165.00/ea.
(0417)	L. A. Abrasion Test (ASTM C131) (CTM 211)..... (100 & 500 Revs)	125.00/ea.
(0418)	L. A. Abrasion Test (ASTM C535) (CTM 211)..... (200 & 1000 Revs)	160.00/ea.
(0419)	Clay Lumps & Friables (ASTM C142).....	65.00/ea.
(0420)	Flats & Elongates (ASTM D4791)	165.00/ea.
(0421)	Light Weight Particles (ASTM C123).....	80.00/ea.
(0422)	Wood Particles Test (OSHD TM-25).....	65.00/ea.
(0423)	Natural Moisture Content (As Received)..... (CTM 226) (ASTM C566)	25.00/ea.
(0424)	Freeze/Thaw (ASTM D5312).....	Quote
(0425)	Wetting/Drying (ASTM D5313).....	Quote
(0426)	Aggregate Angularity (ASTM D2488).....	130.00/ea.

Labor

(0450)	Field Aggregate Sampling
(0451)	Laboratory Crushing
(0452)	Rock Classification
(0473)	Special Prep. of Aggregate

MTI-KCE Fee Schedule 2013

Miscellaneous

(0476) Outside Services..... Cost Plus 20%

SPECIAL INSPECTIONS

Labor

(0550A) Foundation Excavation Inspection, Piers
(0550B) Foundation Excavation Inspection, Footings
(0551) Anchor Bolt/Epoxy Installation Inspection
(0552) Post Tension Inspection
(0553) Moisture Conditioning of Subgrade Soils
(0554) Reinforcement Inspection
(0555) Stressing Cable
(0556) Shear Wall / Nailing Inspection
(0557) Soil Nail / Tieback Inspection
(0558) Special Inspection/Observation not listed above
(0560) Report of Special Inspection

CORING

(Concrete, Masonry, or Asphalt Concrete)

(0650A) Coring Equipment..... 155.00/hr.
1 Technician (Asphalt)
(0650B) Coring Equipment 180.00/hr.
1 Technician (Masonry)
(0650C) Coring Equipment..... 180.00/hr.
1 Technician (Concrete)
(0652) Additional Technician 85.00/hr.

Miscellaneous

(0676) Outside Services..... Cost Plus 20%

MTI-KCE Fee Schedule 2013

ENGINEERING CONSULTATION

(0700)	Proposals	
(0701)	Consultation and/or Special Services (Engineer)	
(0705)	Drafting	70.00/hr.
(0706)	Consultation (Outside Services)	Cost Plus 20%
(0707)	Environmental Services	
(0708)	Inclinometer/Piezometer/Extensometer Services	
(0709)	Inclinometer Equipment.....	150.00/day
(0710)	<u>Geotechnical Investigation</u>	
(0711)	Review Geotechnical Investigation	
(0712)	Field Work Geotechnical Investigation	
(0712A)	Drilling (Outside Contractor)	
(0712B)	Lab Testing (Outside Contractors)	
(0712C)	Geologist	
(0712E)	Test Pits (Backhoe)	
(0713)	Report Geotechnical Investigation	
(0714A)	Engineering Analysis, Liquefaction	
(0714B)	Engineering Analysis, Settlement	
(0714C)	Engineering Analysis, Slope Stability	
(0718)	Pre-Job Meeting	
(0719)	Extra Report Copies.....	Proposal Amount 25.00/each
(0720)	Engineering Plan Reviews	

MTI-KCE Fee Schedule 2013

(0721)	Grading Plan Review
(0722)	Foundation Plan Review
(0723)	Grading and Foundation Plan Review
(0730)	<u>Geotechnical Site Reconnaissance</u>
(0731)	Grading
(0732)	Foundation
(0732A)	Foundation (Footings)
(0732B)	Foundation (Pier)
(0732C)	Geopier Observation
(0733)	Underground
(0734)	Streets
(0735)	Subdrains
(0736)	Distressed Structures
(0737)	Landslide Reconnaissance
(0738)	Retaining Wall Recon
(0739)	Slopes
(0740)	<u>Engineering Letters</u>
(0741)	Report of Grading Operations
(0741A)	Report of Grading & Special Inspection
(0742)	Foundation Excavation Observation
(0742A)	Foundation Recommendation
(0743)	Report of Underground Testing and Observation
(0744)	Report of Street Testing and Observation
(0745)	Report of Subdrain Observation

MTI-KCE Fee Schedule 2013

- (0746) Report of Distressed Structures
- (0747) Report of Landslide Observation
- (0748) Report of Retaining Wall Observation
- (0749) Report of Slope Stability and Observation Services

FOUNDATION CONTRACT

- (0751) Moisture Conditioning Observation
- (0752) Post Tension Cable/Foundation Inspection
- (0753) Concrete Placement
- (0754) Cylinder Pick Up
- (0755) Cable Stressing
- (0756) Report of Special Inspection Services

ASPHALT/BITUMINOUS MATERIAL

- (1000) Review of Submitted Asphalt Mix Design..... 325.00/ea.

Hveem Tests:

- (1001) Hveem Mix Design (CTM 367)
with TSR (CTM 371)..... 4,500.00/ea.
(Based on 5 Oil Contents with 15 Points)
- (1001A) Mix Verification..... 735.00/ea.
- (1001B) Unit Weight Lab Compacted Briquette (Field Mix)
(ASTM D1561) (CTM 308)..... 175.00 (Set of 3)
- (1001C) Hveem Stabilometer Value with Unit Weight (Field
Mix) (ASTM D1561) (CTM 366)..... 225.00 (Set of 3)
- (1001D) Unit Weight Lab Compacted Briquette (Lab Mix)
(Mixing Oil, Rock, etc.) (ASTM D1561)(CTM 308) 250.00 (Set of 3)
- (1001E) Stabilometer Value with Unit Weight (Lab Mix)
(ASTM D1560) (CTM 366) (CTM 308)..... 325.00 (Set of 3)

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Marshall Tests:

(1002)	Marshall Mix Design..... (Based on 5 Oil Contents with 15 Points)	2,800.00 (Set of 3)
(1002A)	Unit Weight Lab Compacted Briquette (Field Mix) (ASTM D2726)	130.00 (Set of 3)
(1002B)	Stability & Flow with Unit Weight (Field Mix) (ASTM D1559).....	225.00 (Set of 3)
(1002C)	Unit Weight Lab Compacted Briquette (Lab Mix)..... (ASTM D2726)	225.00 (Set of 3)
(1002D)	Stability & Flow with Unit Weight (Lab Mix)..... (ASTM D1559)	325.00 (Set of 3)

Miscellaneous Tests:

(1004)	Swell Tests (Field or Lab Mix)..... (Does Not Include Briquette Fabrication) (CTM 304)	50.00/ea.
(1004A)	Immersion Compression (ASTM D1075).....	715.00/ea.
(1005)	Hveem Stability Cored Sample (CTM 366).....	85.00/ea.
(1008)	Tensile Strength Ratio (ASTM D4867).....	1,500.00/ea.
(1009)	Specific Gravity (Maximum Theoretical) (Rice)..... (ASTM D2041) (CTM 309)	100.00/ea.
(1010)	Specific Gravity Unit Weight of Briquettes/Cores. (ASTM D2726) (CTM 308).....	45.00/ea.
(1010A)	Unit Weight of Briquettes (Wax Coated) (CTM 308)	55.00/ea.
(1011)	Extraction of Bitumen..... (ASTM D2172, Method A)	165.00/ea.
(1012)	Grading of Extracted Sample..... (ASTM C136) (CTM 202)	100.00/ea.
(1013)	Moisture Content of Asphalt Mixture (CTM 370)....	30.00/ea.
(1014)	Centrifuge Kerosene Equivalent, CKE (CTM 303)...	400.00/ea.
(1014A)	Coarse (Includes Specific Gravity and Absorption)	180.00/ea.

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(1014B)	Fine (Includes Sieve Analysis and Specific Gravity)...	230.00/ea.
(1016)	Percent Retained Oil (CTM 303).....	105.00/ea.
(1017)	Moisture Content of Cored Sample (CTM 370).....	25.00/ea.
(1019)	Tensile Strength Ratio (Lottman) (AASHTO T283)	820.00/ea.
(1020)	QC/QA Plan.....	1,000.00/ea.
(1021)	Asphalt Content (Troxler Nuclear Gauge) (CTM 379)	90.00/ea.
(1022)	Calibration of Troxler Nuclear Gauge (CTM 379).....	250.00/ea.

Labor

(1050)	Field Asphalt Sampling
(1051)	Field Asphalt Placement Observation
(1052)	Field Asphalt Density Testing, Nuclear Gauge and Technician
(1053)	Asphalt Concrete Batch Plant Inspection

Miscellaneous

(1076)	Outside Services.....	Cost Plus 20%
(1078)	Asphalt Sample Boxes.....	2.00/ea.

STRUCTURAL STEEL

(1101)	Tensile Test, Plate Thickness to ¾" (ASTM A615) (ASTM E 8)	60.00/ea.
(1102)	Tensile Test, Plate Thickness ¾"+ (ASTM E8)	60.00/ea.
(1102A)	Tensile Test (ASTM A370).....	60.00/ea.
(1103)	Bend Test (ASTM E190).....	35.00/ea.
(1104)	Flattening Test (ASTM E290).....	25.00/ea.
(1105)	Machining Test Coupons.....	Cost Plus 20%
(1107)	Dry Film Thickness Gauge.....	25.00/day

MTI-KCE Fee Schedule 2013

(1108) Review of Welding Procedures (Quote)

(1109) Welding Quality Assurance Plan..... (Quote)

Labor

(1106) Dry Film Thickness Determination (Inspector)

(1150) Sampling, Tagging and/or Material Verification –
Identification

(1151) Shop Welding Observation
[performed by or under the supervision of an AWS
Certified Welding Inspector (CWI)]

(1152) Field Welding Observation
[performed by or under the supervision of an AWS
Certified Welding Inspector (CWI)]

(1153) Field & Shop Fabrication Observation

(1155) High Strength Bolt Tightening Inspection

Non Destructive Examination (NDE)

(1156) Ultra Sonic - Shop

(1156F) Ultra Sonic-Field

(1157) Magnetic Particle-Shop

(1157F) Magnetic Particle-Field

(1158) Dye Penetrant-Shop

(1158F) Dye Penetrant-Field

Miscellaneous

(1176) Outside Services..... Cost Plus 20%

REINFORCING STEEL

(1201) Tensile (Bars to #6 included)..... 65.00/ea.
(200.00 minimum charge)

(1202) Tensile (Bars #7 to #14)..... Quote
(200.00 minimum charge)

(1203) Bend Test..... Quote

Labor

(1250) Sampling/Tagging

MTI-KCE Fee Schedule 2013

Miscellaneous

(1276)	Outside Services.....	Cost Plus 20%
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WELDER CERTIFICATION

(1301)	Groove Weld, Guided Bend Test.....	45.00/ea.
(1302)	Fillet Weld, "T" Bend Test.....	45.00/ea.
(1303)	Milling of Coupons.....	Cost Plus 20%
(1304)	Minimum Charge Per Certification..... (Does Not Include Bend Test, Visual Inspection. or Milling of Coupons)	200.00/ea.
(1305)	Tensile Testing – Welders Qualification.....	65.00/ea.
(1306)	Field Weld Certification	90.00/hr.

Labor

(1350)	Delivery or Pickup of Milled Coupons
(1351)	Coupon Fabrication Inspection

SPRAY ON FIREPROOFING

(1401)	Coating Density Determination..... (ASTM E605)	Quote
(1402)	Placement Inspection, Sampling and/or Thickness Determination	Quote

SPECIAL PRODUCTS TESTING

(1501)	Tensile & Elongation (320,000 lb. Load Capacity)	Quote
(1502)	Load Indicator Washer Testing (ASTM F959)	Quote
(1504)	Bolt Torque Testing (Equip. & Tech.)	Quote
(1505)	Hydraulic Ram & Gauge Calibration Plus Calibration Letter	Quote
(1506)	Torque Wrench Load Setting	Quote

MTI-KCE Fee Schedule 2013

(1507)	Special Products Testing.....	Quote
(1508)	Special Products Testing-Floor Slab Moisture Vapor Emission Tests (Technician)	Quote
(1508A)	Floor Slab Moisture Vapor Emission Test Kits (ASTM F 1869).....	35.00/each
	Probe (ASTM F2170).....	Quote
(1509)	Rebar Locating.....	95.00/hr.
(1576)	Outside Services.....	Cost Plus 20%

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, 2013**, 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 \$254,478** 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, 2014**, as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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: _____
Jim Spering, Chair
Board of Directors

By: _____
Malcolm J. Sproul,
Principal

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

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, 2013**, 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** Consulting Engineers, 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 \$39,653** 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, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and

shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

Vicki Kretsinger Grabert
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: _____
Jim Spering, Chair
Board of Directors

By: _____
Vicki Kretsinger Grabert,
Principal Hydrologist

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 4

CONTRACTOR: Mike Bobbitt and Associates

EFFECTIVE DATE: July 1, 2013

PROJECT: Geographical Information System Services

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2014

SIGNATURES:

Solano County Water Agency,
a Public Agency

Mike Bobbitt and Associates

By: _____
Jim Spering, Chair
Board of Directors

By: _____
Mike Bobbitt

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 2

CONTRACTOR: MWH Americas, Inc.

EFFECTIVE DATE: July 1, 2013

PROJECT: Permanent Water Treatment Research Facility for the NBA

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2015.

SIGNATURES:

Solano County Water Agency,
a Public Agency

MWH Americas, Inc.

By: _____
James Spering, Chair
Board of Directors

By: _____
JaNell Cook,
Vice President

Name of Project: **Putah Creek Interdam Reach Trout Habitat Assessment**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2013**, 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, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Putah Creek Interdam Reach Trout Habitat Assessment**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$65,840** 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, 2014**, 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.

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

Bev Berberich
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: _____
Jim Spering, Chair
Board of Directors

By: _____
Tim Bush, Vice President
Normandeau Associates

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

Name of Project: Solano County School Water Education Program

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013**, 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 \$17,500** 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, 2014** 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

David Okita, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, 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

By: _____
James Spering, Chairman
Board of Directors

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 2010-2011 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 the SCWA.

RSJ will invoice the 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 \$3750 RSJ will perform up to 10 shows in 5 schools.

RSJ will perform gratis at the DWR school educator's conference on 9/23/10 in Fairfield.

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 3

CONTRACTOR: Shandam Consulting, Inc.

EFFECTIVE DATE: June 30, 2013

PROJECT: Professional IT Services

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2014.

SIGNATURES:

Solano County Water Agency,
a Public Agency

Shandam Consulting, Inc.

By: _____
Jim Spering, Chairman
Board of Directors

By: _____
Scott Howard,
Principal

Name of Project: **SCWA/SID OPC SYSTEM SUPPORT**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2013**, 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 Sierra Control Systems, Inc., hereinafter referred to as "Contractor."

The Agency requires services for SCWA/SID OPC SYSTEM 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 SCWA/SID OPC SYSTEM 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 \$2,000** 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, 2014** 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.

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

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

CONTRACTOR

Mark Crossett, Senior Control Systems Engineer
Sierra Controls Systems, Inc.
940 Mallory Way
Carson City, NV 89701

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

Sierra Control Systems, Inc.
Nevada Contractor License #16793
California Contractor License #732754

By: _____
David Okita, General Manager
Solano County Water Agency

By: _____
Jerry Kelley, President
Sierra Control Systems, Inc.

EXHIBIT A

SCOPE OF SERVICES

Sierra Control Systems, Inc. will provide assistance setting up OPC sharing between SCWA and SID as needed.

EXHIBIT B

RATE OF COMPENSATION

Name of Project: **Flood Awareness**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective** July 1, 2013 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 **Flood Awareness**; 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 **Flood Awareness**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$90,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2016** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

Other than in the performance of professional services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its

directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.

8. INSURANCE

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

David Okita, 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

Solano Resource Conservation District

a Public Agency

By: _____
James Spering, Chair
Board of Directors

By: _____
Joseph R. Martinez, Chair
Board of Directors

EXHIBIT A

SCOPE OF SERVICES

The Solano Resource Conservation District will administer the Water Agency's small grant program, provide public outreach and awareness for flood control issues, and other flood control duties and outreach as needed.

EXHIBIT B

RATE OF COMPENSATION

Fiscal Year 2013 – 2014: \$30,000

Fiscal Year 2014 – 2015: \$30,000

Fiscal Year 2015 – 2016: \$30,000

Name of Project: **Welcome to the Watershed**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective** July 1, 2013 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 **Welcome to the Watershed**; 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 **Welcome to the Watershed**, 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 \$48,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2016** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

Other than in the performance of professional services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its

directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.

8. INSURANCE

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

David Okita, 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

Solano Resource Conservation District

a Public Agency

By: _____
James Spering, Chair
Board of Directors

By: _____
Joseph R. Martinez, Chair
Board of Directors

EXHIBIT A

SCOPE OF SERVICES

The Solano Resource Conservation District will administer the Welcome to the Watershed program which provides public education and outreach to Solano County residents about local watersheds, water sources, flood control, water conservation, and many other topics. As part of the program, a yearly Welcome to the Watershed guide is produced and distributed to local landowners, businesses, and public agencies.

EXHIBIT B

RATE OF COMPENSATION

Fiscal Year 2013 – 2014: \$16,000

Fiscal Year 2014 – 2015: \$16,000

Fiscal Year 2015 – 2016: \$16,000

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 13

CONTRACTOR: Somach, Simmons and Dunn

EFFECTIVE DATE: July 1, 2013

PROJECT: Putah Creek and HCP Legal Services

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2014.

SIGNATURES:

Solano County Water Agency,
a Public Agency

Somach, Simmons, and Dunn

By: _____
Jim Spering, Chair
Board of Directors

By: _____
Stuart Somach
President

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Southwest Environmental Incorporated, hereinafter referred to as "Contractor."

The Agency requires services for **installation of High-Efficiency Toilets and Urinals at Commercial, Industrial, and Institutional locations in Solano County**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **installation of High-Efficiency Toilets and Urinals at Commercial, Industrial, and Institutional locations**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$400,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, up to the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

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

8. COMPLIANCE WITH LAW

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

9. NOTICE

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

AGENCY

David Okita, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 95688

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____

James Spering, Chairman
Board of Directors
Solano County Water Agency

By: _____

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

EXHIBIT A

SCOPE OF SERVICES

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

1.0 Marketing

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

2.0 Customer Service

- 2.1 On-Call Customer Service: SWE shall receive all requests for participation and establish a local or toll-free number, to be staffed 8:00 a.m. to 5:00 p.m., Monday through Friday, except national holidays, and include an after hours recorded message and emergency contact number. SWE representative(s) shall provide customers with the program eligibility requirements, HET technology and selection choices, and bilingual communication in Spanish, as necessary.
- 2.2 Verify Customer Eligibility for Program: SWE shall pre-inspect all sites with less than 20 toilets, and randomly inspect 25% of the toilets at sites with 20 or more toilets to ensure all participants meet program eligibility requirements, including:
 - Participating commercial sites must be restaurants, wholesale businesses or retail businesses. Sites outside this requirement will be addressed on a case-by-case basis.
 - Existing toilets to be replaced must be 3.5 gallons per flush or greater. Sites outside this requirement will be addressed on a case-by-case basis.
 - Participants must be in the Solano County Water Agency service area.

3.0 Permitting

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

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

4.0 Plumbing Fixtures

- 4.1 Acceptable HET(s) shall meet American Society of Mechanical Engineers (ASME) Standards A112.19.2, WaterSense specifications and be from the current Uniform North American Requirements (UNAR) listing. HETs with a Maximum Performance (MaP) Testing of more than 600 grams, will be considered higher quality and evaluated as such.

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

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

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

HET Wax Ring or Neoprene Gasket: Must fit 3" and or 4" waste lines with ¼" to 2 ¼" bolt kit. Bolts are to be brass, double-nut, and include washers or similar, to fit proposed HET(s).

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

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

5.0 Installation Services

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

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

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

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

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

6.0 Toilet Recycling/ Disposal

6.1 SWE shall provide fixture recycling/disposal services for all removed plumbing fixtures and accessories including: collection, dismantling, hauling, and recycling or disposal.

6.2 SWE shall provide documentation (e.g. recycling or disposal receipts) which verifies the fixtures were recycled or disposed of. All recycling/disposal work shall be managed and conducted in a safe manner, observing all necessary employee safety measures.

EXHIBIT B

RATE OF COMPENSATION

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

<u>HET Direct Install Cost Schedule</u>				
TASK	DESCRIPTION	EQUIPMENT	UNIT COSTS	SUB-TOTAL
HET Direct Install Program				
Task: HET Installation	Professional installation of 20+ HETs at a specific site.	SCWA Approved HET, toilet seat, wax seal, supply line, mounting hardware and disposal of old toilet.	\$255-\$305 (depending on HET selected)	TBD
Task: HET Installation	Professional installation of 10-19 HETs at a specific site.	SCWA Approved HET, toilet seat, wax seal, supply line, mounting hardware and disposal of old toilet.	\$275-\$325 (depending on HET selected)	TBD
Task: HET Installation	Professional installation of 4-9 HETs at a specific site.	SCWA Approved HET, toilet seat, wax seal, supply line, mounting hardware and disposal of old toilet.	\$315-\$365 (depending on HET selected)	TBD
Task: HET Installation	Professional installation of 1-3 HETs at a specific site.	SCWA Approved HET, toilet seat, wax seal, supply line, mounting hardware and disposal of old toilet.	\$365-\$415 (depending on HET selected)	TBD
<u>HEU Direct Install Cost Schedule</u>				
TASK	DESCRIPTION	EQUIPMENT	UNIT COSTS	SUB-TOTAL
HEU Direct Install Program				
Task: HEU Installation	Professional installation of HEUs.	SCWA Approved HEU, flush valve, rubber seal, mounting hardware and disposal of old urinal.	\$795-\$1,115 (depending on HEU required)	TBD
<u>Supplemental Cost Schedule</u>				
TASK	DESCRIPTION	EQUIPMENT	UNIT COSTS	
HET/HEU Direct Install Program				
Recycling/Disposal	Prepare toilet for recycling or disposal	Included w/ unit price	\$0.00	
Program Administration	Scheduling, Marketing, Consulting and reporting services	Included w/ unit price	\$0.00	
Warranty Service	Follow up service, installation guarantee, and warranty on parts		\$0.00	
Angle Stop Replacement	Replacement of non-functioning angle stops, if conditions allow.	Brass Craft angle stop	\$30.00	
Flange Repair (minor)	Minor flange repair	Flange repair kit	\$30.00	

Name of Project: **Putah Diversion Dam Bulkhead**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Summers Engineering, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Putah Diversion Dam Bulkhead**; 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 Diversion Dam Bulkhead**, 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, up to the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2014** 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, or authorized volunteers from all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the work under this agreement, for damages to persons or property due to the Contractor's negligent or willful acts, errors or omissions committed. Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

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

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.

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

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

CONTRACTOR

Roger Reynolds, Vice President
Summers Engineering, Inc.
P.O. Box 1122
Hanford, CA 93230

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

Solano County Water Agency
a Public Agency

Summers Engineering, Inc.

By: _____
James Spering, Chair
Board of Directors

By: _____
Roger Reynolds,
Vice President

EXHIBIT A

SCOPE OF SERVICES

Perform planning, design, and construction support services for the Putah Diversion Dam – Caisson/Bulkhead project.

EXHIBIT B

RATE OF COMPENSATION

SUMMERS ENGINEERING, INC.

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

January 1, 2013

FEE SCHEDULE

Principals

Joseph C. McGahan	\$ 180.00 per hour
Roger L. Reynolds	\$ 175.00 per hour
Brian J. Skaggs	\$ 155.00 per hour
Scott L. Jacobson	\$ 150.00 per hour
Chris Linneman	\$ 140.00 per hour

All other employees 2.5 times salary costs

Expert testimony, including the preparation therefore, in legal proceedings will be at the rate of \$260.00 per hour.

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

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

Communications

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

Document Reproduction

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

Computers

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

Name of Project: **PSC Headwork Improvements**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Summers Engineering, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **PSC Headwork Improvements**; 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 **PSC Headwork Improvements**, 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 \$165,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, up to the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2014** 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, or authorized volunteers from all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the work under this agreement, for damages to persons or property due to the Contractor's negligent or willful acts, errors or omissions committed. Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

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

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.

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

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

CONTRACTOR

Roger Reynolds, Vice President
Summers Engineering, Inc.
P.O. Box 1122
Hanford, CA 93230

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

Solano County Water Agency
a Public Agency

Summers Engineering, Inc.

By: _____
James Spering, Chair
Board of Directors

By: _____
Roger Reynolds,
Vice President

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

SUMMERS ENGINEERING, INC.

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

January 1, 2013

FEE SCHEDULE

Principals

Joseph C. McGahan	\$ 180.00 per hour
Roger L. Reynolds	\$ 175.00 per hour
Brian J. Skaggs	\$ 155.00 per hour
Scott L. Jacobson	\$ 150.00 per hour
Chris Linneman	\$ 140.00 per hour

All other employees 2.5 times salary costs

Expert testimony, including the preparation therefore, in legal proceedings will be at the rate of \$260.00 per hour.

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

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

Communications

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

Document Reproduction

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

Computers

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

March 4, 2013

Preliminary Scope of Work
Putah South Canal Headworks Final Screen Design

Items of Work

1. Site Survey
 - a. Obtain detailed topographic survey of existing Inlet Structure facilities and tie to existing inlet road and Diversion Dam
 - b. Provide topographic survey of Putah Creek Road access for review and potential design of future upstream inlet road access for debris removal
 - c. Measure and check elevations for all existing inlet structure facilities
2. Preparation of Site Plan
 - a. Coordinate required details and location of gripper rake support columns with supplier
 - b. Review upstream and downstream access for debris handling options
 - c. Maintain full access to Diversion Dam with new screening equipment
3. Structural Review
 - a. Verify loading and spacing requirements for gripper rake support columns
 - b. Review maintenance access across the headworks structure and whether there is a need or feasibility to widen roadway
4. Geotechnical Review
 - a. Obtain geotechnical review of settlement concerns at headworks and verify design requirements for column support footings
5. Electrical review and design upgrade of existing electrical equipment (including SCADA) at Diversion Dam and needs for new screening equipment at inlet
6. Preparation of Design Drawings
 - a. Gripper rake column installation details
 - b. Debris handling details for downstream side
 - c. Debris handling details for upstream side
 - d. Upstream access road details from Putah Creek Road
 - e. Deck road widening details (if needed)
 - f. Electrical upgrade and detail drawings
7. Preparation of Vendor Specifications for furnishing new screen cleaning rake and equipment
8. Preparation of Contract Documents for:
 - a. Installation of screen cleaning equipment
 - b. Construction of all debris handling/removal facilities required

- c. Construction of upstream access road
- d. Construction of required electrical equipment

9. USBR Review (?)

10. Project Bidding

11. Project Construction Administration

12. As Built Drawing Preparation

13. Other

Task	Description	Engineer		Technician		Clerical		Drafting		Surveying		Electrical	Other	TOTAL
		Days	Cost	Days	Cost	Days	Cost	Days	Cost	Days	Cost			
1	Site Survey													
	A Coordinate with L&M	0.5	\$700											\$700
	B Field Work	0.5	\$700	1	\$680					3	\$5,250			\$6,630
	Preparation of Site Plan													
2	A Coordinate with Ovivo on Support Columns Layout	1.5	\$2,100	0.5	\$340			1	\$820					\$3,260
	B Review Debris Handling both sides	1	\$1,400	1	\$680			2	\$1,640					\$3,720
	C Review/maintain access to Diversion Dam	1		1	\$680			1	\$820					\$1,500
	D Coordinate/Review with SCWA	1	\$1,400	0	\$0	1	\$440					\$2,000		\$3,840
3	Structural Review													
	A Verify loading and review support for columns	2	\$2,800	2	\$1,360									\$4,160
	B Review maintance road access - Widen roadway?	1.5	\$2,100	2	\$1,360									\$3,460
	Geotechnical Review	1	\$1,400	1	\$820	0.5	\$220					\$10,000		\$12,440
5	Electrical Review	1	\$1,400	1	\$820	0.5	\$220				\$10,000			\$12,440
6	Prepare Design Drawings													
	A Column installation details	1	\$1,400	0.5	\$340			1.5	\$1,230					\$2,970
	B Debris handling details downstream	1	\$1,400	1	\$680	0.5	\$220	1.5	\$1,230					\$3,530
	C Debris handling details upstream	0.5	\$700	0.5	\$340			1	\$820					\$1,860
	D Upstream Access Road Design from Putah Creek Rd	1	\$1,400	1	\$680			1.5	\$1,230					\$3,310
	E Deck Road Widening Details	1	\$1,400	1	\$680			1	\$820					\$2,900
	F Electrical Upgrade and Detail Drawings	1	\$1,400	1.5	\$1,020			2	\$1,640					\$4,060
	Preparation of Screen Vendor Specs	1.5	\$2,100	1	\$680	2	\$880							\$3,660
8	Preparation of Contract Documents													
	A Installation of Screen Equipment	4	\$5,600	1	\$680	2	\$880							\$7,160
	B Construction of Debris Handling, Upstream Access rd, Electrical	4	\$5,600	1	\$680	2	\$880							\$7,160
	USBR Review (?)	2	\$2,800	1	\$680	1	\$440							\$3,920
10	Project Bidding	5	\$7,000	2	\$1,360	4	\$1,760					\$2,000		\$12,120
11	Project Construction Administration	18	\$25,200	10	\$6,800	0.5	\$220							\$32,220
12	As Built Drawings	0.5	\$700	1	\$680	0.5	\$220	2	\$1,640					\$3,240
Subtotal												\$14,000	\$14,000	\$140,260
Direct Costs														\$10,605
20% Contingencies														\$29,135
TOTAL ESTIMATED BUDGET COST														\$180,000

SUMMERS ENGINEERING, INC.

887 North Irwin Street

P.O. Box 1122

Hanford, CA 93230

January 1, 2013

FEE SCHEDULE

Principals

Joseph C. McGahan	\$ 180.00 per hour
Roger L. Reynolds	\$ 175.00 per hour
Brian J. Skaggs	\$ 155.00 per hour
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All other employees 2.5 times salary costs

Expert testimony, including the preparation therefore, in legal proceedings will be at the rate of \$260.00 per hour.

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

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

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Computers

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

Name of Project: **Mangels Bypass Pipeline**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Summers Engineering, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Mangels Bypass Pipeline**; 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 **Mangels Bypass Pipeline**, 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 \$75,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, up to the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2014** 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, or authorized volunteers from all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the work under this agreement, for damages to persons or property due to the Contractor's negligent or willful acts, errors or omissions committed. Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

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

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.

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

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

CONTRACTOR

Roger Reynolds, Vice President
Summers Engineering, Inc.
P.O. Box 1122
Hanford, CA 93230

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

Solano County Water Agency
a Public Agency

Summers Engineering, Inc.

By: _____
James Spering, Chair
Board of Directors

By: _____
Roger Reynolds,
Vice President

EXHIBIT A

SCOPE OF SERVICES

Perform planning, design, and construction support services for the Mangels Bypass Pipeline project.

EXHIBIT B

RATE OF COMPENSATION

SUMMERS ENGINEERING, INC.

887 North Irwin Street

P.O. Box 1122

Hanford, CA 93230

January 1, 2013

FEE SCHEDULE

Principals

Joseph C. McGahan	\$ 180.00 per hour
Roger L. Reynolds	\$ 175.00 per hour
Brian J. Skaggs	\$ 155.00 per hour
Scott L. Jacobson	\$ 150.00 per hour
Chris Linneman	\$ 140.00 per hour

All other employees	2.5 times salary costs
---------------------	------------------------

Expert testimony, including the preparation therefore, in legal proceedings will be at the rate of \$260.00 per hour.

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

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

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Document Reproduction

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

Computers

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

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 6

CONTRACTOR: The Regents of the University of California

EFFECTIVE DATE: July 1, 2013

PROJECT: LPCCC – Geomorphic Consultation

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2014

SIGNATURES:

Solano County Water Agency,
a Public Agency

University of California

By: _____
Jim Spering, Chairman
Board of Directors

By: _____
Jane Marie Ford
Contracts and Grants Analyst

Name of Project: **Groundwater Subsidence Station Monitoring**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2013**, 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 **UNAVCO**, hereinafter referred to as "Contractor."

The Agency requires services for **Groundwater Subsidence Station 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 **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 \$9,134** 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, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and

shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

Vicki Kretsinger Grabert
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: _____
Jim Spering, Chair
Board of Directors

By: _____
Vicki Kretsinger Grabert,
Principal Hydrologist

June 5, 2013

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

6350 Nautilus Drive T 303.381.7500
Boulder, Colorado F 303.381.7501
80301-5553 www.unavco.org
support@unavco.org

Statement of Work

UNAVCO - Plate Boundary Observatory GPS - VCVL & DIXN Operations and Maintenance

Summary

UNAVCO will provide the services necessary operate and maintain two continuously operating GPS stations (VCVL, DIXN) in Solano County (Figures 1 and 2). Communication charges, data archiving, data processing, timeseries production, state of health monitoring, remote repairs, and basic in-field repairs will be funded under this contract. The stations will remain integrated into the Plate Boundary Observatory dataflow system with data freely available to the public. The one-year (2013-2014) cost for operations and maintenance is \$9,133 to be billed at the beginning of the contract. To the extent that any equipment fails out of warranty, is vandalized, stolen or otherwise requires replacement, UNAVCO will notify Solano County Water Agency in advance before incurring costs in excess of the estimated total. UNAVCO will not incur costs in excess of the total annual estimate without advance approval of Solano County Water Agency.

Scope

UNAVCO will provide the following:

1. Cellular communications – two cellular connections will be maintained to enable data downloads.
2. Data Collection, Storage, Processing and Dissemination – Data from each station shall be integrated into PBO data flow, archived, processed, and made freely available to the public via the internet (Figure 3). Station pages will be updated at:
<http://pbo.unavco.org/station/overview/VCVL/>
<http://pbo.unavco.org/station/overview/DIXN/>
3. Remote Maintenance – Provide remote service as needed for firmware upgrades and configuration changes to NetR9 receiver and Proxicast modem.
4. State of Health Monitoring - station maintenance. UNAVCO will maintain the GPS equipment in the field as needed up to two field visits. In the event of station failure maintenance shall be completed within 6 weeks if the site is accessible and does not conflict with core PBO responsibilities.
5. Estimated Project Costs - Estimate shall include costs for labor, communications, archiving and processing. See attached budget.

Conditions

UNAVCO requires the following:

1. Solano County Water Agency facilitates the removal of the proximal tree at VCVL by October 1, 2013. This tree is negatively impacting the data quality and compromises the integrity of any interpretation of the timeseries (Figure 4).
2. All land use permits are kept current and in good standing for the GPS stations.
3. No trees or other vegetation extending above the antenna base plane will be planted within 40' of GPS antenna. Reasonable attempts will be made by Solano County Water Agency to prevent vegetation from growing above 10 degrees from the GPS antenna or shall facilitate permission for UNAVCO to trim any such growth.
4. UNAVCO is granted access to the stations upon reasonable notice and without artificial delay for station maintenance.
5. UNAVCO is paid in advance for data archiving, processing, communication charges, state of health monitoring and expected engineer participation.

Budget/Contract

All archiving, processing, state of health monitoring, communication fees and maintenance for one year as outlined in the budget will be billed up front following execution of the agreement. Additional time and effort outside scope, such as station rebuild/equipment replacement due to vandalism, will be coordinated with Solano County Water Agency and invoiced separately.

Sincerely,



Gail Strobel

Director, Business Affairs

cc: K. Feaux

C. Walls

G. Mattioli

Solano County - DIXN, VCVL One Year Maintenance

Description		Qty/site	Unit Cost	Sub-total	#Units	Annual Maintenance
Salaries and Wages - Maintenance two stations for 1 year						
Project management	Karl/Chris	14	\$56.80	\$795	1	\$795
Engineer Support (SOH monitoring, remote & field maintenance)	Andro	44	\$37.89	\$1,667	1	\$1,667
Data Engineer/Other support	Sara	8	\$21.74	\$174	1	\$174
Total Salaries and Wages						\$2,636
Fringe Benefits					57.11%	\$1,506
Total Salaries, Wages, Fringe Benefits						\$4,142
Equipment over \$5,000						
Total Equipment						\$0
Travel-Domestic						
Maintenance						
Per Diem		2	\$71	\$142	1	\$142
Lodging		1	\$150	\$150	1	\$150
Truck Rental (\$35/day)		2	\$35	\$70	1	\$70
Fuel for installations (PBO truck/trailer)		1	\$210	\$210	1	\$210
Total Travel						\$572
Material and Supplies and Other Direct Costs						
Materials and Supplies						
Miscellaneous supplies		1	\$75	\$75	2	\$150
Total Materials and Supplies						\$150
Other Direct Costs						
1 yr cellular costs @ \$60/mo x 2 stations		2	\$720	\$1,440	1	\$1,440
Processing 15 sec data		2	\$365	\$730	1	\$730
Archiving 15 sec data		2	\$250	\$500	1	\$500
Total Other Direct Costs						\$2,670
Total Materials and Other Direct Costs						\$2,820
Total Direct Costs						\$7,534
* Modified Total Direct Cost (MTDC) for 2013-14						\$7,534
Indirect Cost (15.45% of MTDC)		15.45%				\$1,164
Management Fee (5.00%)		5.00%				\$435
Total Cost of Support						\$9,133

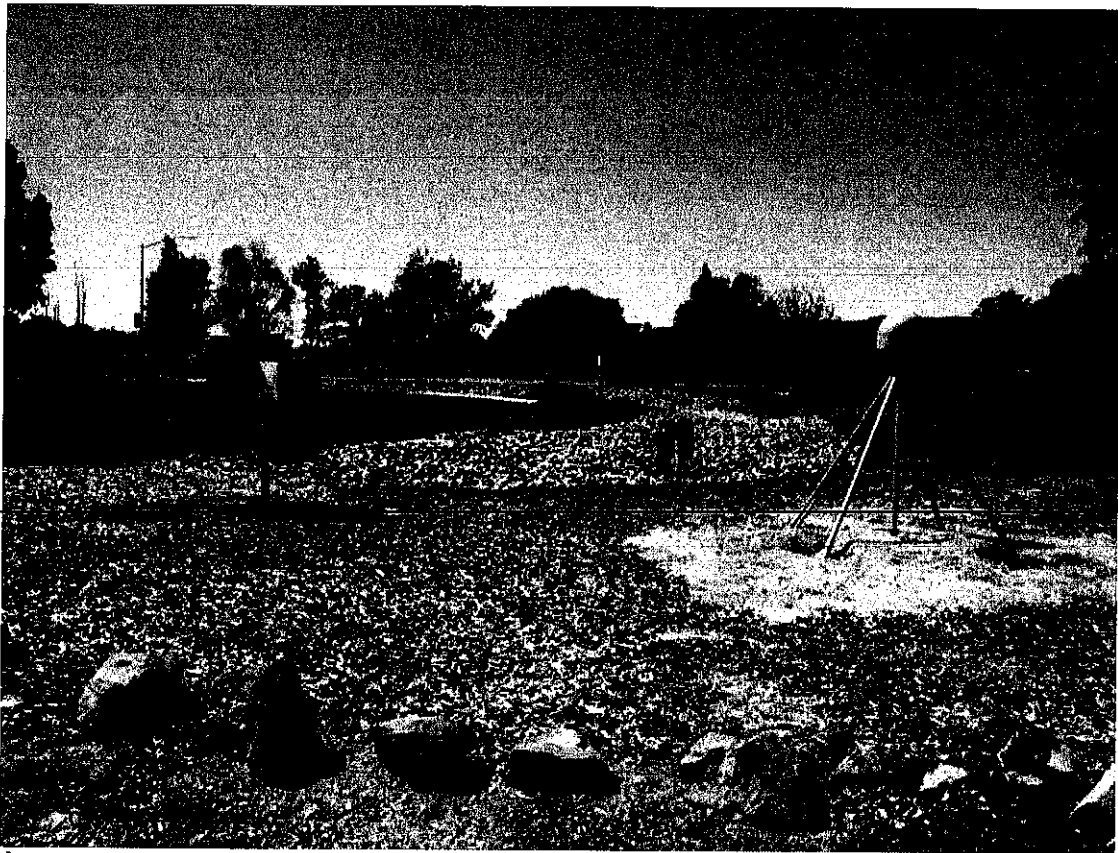


Figure 1. VCVL GPS station.

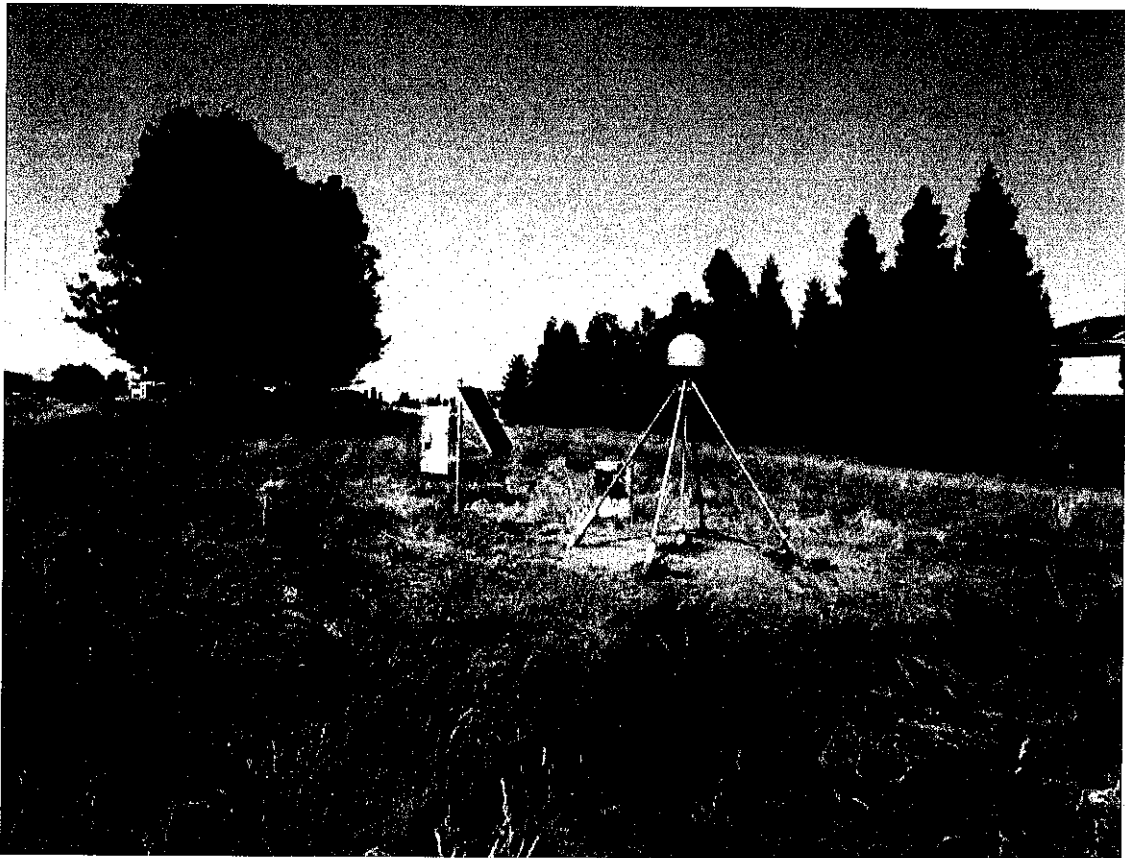
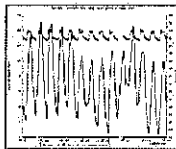


Figure 2. DIXN GPS station.

Overview Data Products Station Health Maintenance Photos

VCVL Station Health



Station Health Details

SYSTEM	DATE	DETAIL	STATUS
Data Archive	2013-05-31 01:10:32	VCVL201305300000A.T02	Nominal
Data Flow	pbo: 2013-05-31	VCVL201305300000A.T02	Nominal
Data Equipment	2013-05-31 19:54:08.707351	V1: 0.0 V2: 13.89 39.9 C	Nominal
Communications			Nominal

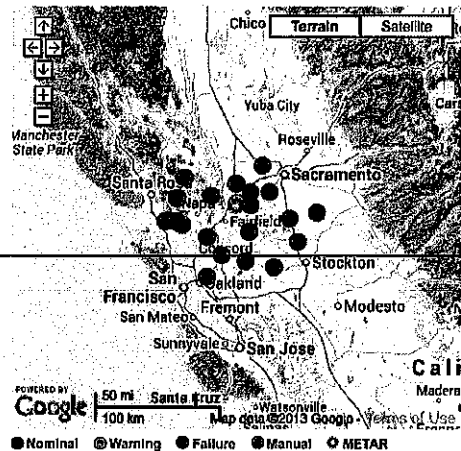
Station Type: GPS

Overall Health

Station ID: VCVL
 Station Name: Vacaville_GA2012
 Location (City, State): Vacaville, CA
 Current Status: OK

Nearby Station Health Detail Map

Selected Station



Tools and Reports

Health Plot Viewer: All Available Plots
 Interactive Plotting Tool: Interactive Tool
 Volts/Degrees Plots: Interactive Tool
 Station Report: BIRT Report

Data Flow Configuration(s)

SESSION	ARCHIVE	AUTO	COMMS	ORDER	COMMAND
A	YES	YES			NETR8
B	YES	NO			NORMAL
M	YES	NO			NETR8
C	YES	NO			NORMAL

Local Weather Data

METAR: KVCB DATE: Fri, 31 May 2013 12:53:00 [metar]
 COND: Fair TEMP: 91.0 F (32.8 C) [metar]
 HUMIDITY: 14% WIND: from the North at 8.1 gusting to 20.7 MPH (7 gusting to 18 KT) [metar]

Figure 3. VCVL station homepage with links to site info, data and QC statistics.



Figure 4. Tree at VCVL that is impacting data quality.

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 1

CONTRACTOR: Water Works Consulting

EFFECTIVE DATE: July 1, 2013

PROJECT: State Water Project Statement of Charges Analysis

DESCRIPTION OF AMENDMENT:

1. Extend time of performance to June 30, 2014.

SIGNATURES:

Solano County Water Agency,
a Public Agency

Water Works Consulting

By: _____
James Spering, Chair
Board of Directors

By: _____
Thomas A. Rinn, Principal

Name of Project: **Solano Project Flow Verification and Measurements**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2013**, 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 **Western Hydrologic Systems**, hereinafter referred to as "Contractor."

The Agency requires services for **verification of PSC Headworks and flow measurement 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 **verification of Headworks of PSC and flow measurement 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 \$9,897** 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, 2014** 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.

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

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

CONTRACTOR

Bill Slightam, Owner
Western Hydrologic Systems
3652 Camino, CA 95709

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

Western Hydrologic Systems

By: _____
David Okita, General Manager
Solano County Water Agency

By: _____
Bill Slightam, Owner
Western Hydrologic Systems

EXHIBIT A

SCOPE OF SERVICES

PUTAH CANAL AT HEADWORKS: TASK # 1

Review 2013 Water Year data for USGS records review. 30 hours @ \$85 per hour = \$2,550

Make two to three discharge measurements to verify rating. 3 days @ \$85 per hour = \$1,530 plus mileage of \$0.56 x 480 miles = \$269 total of \$1,799

Develop Station Analysis based on data review. 10 hours @ \$85 per hour = \$850

MISCELLANEOUS ASSISTANCE OF GAGES IF NEEDED: TASK # 2

Fifty hours @ \$85 per hour = \$4,250 plus mileage \$448 for total of: \$4,698

EXHIBIT B

RATE OF COMPENSATION

This proposal is for \$9,897 and covers only the above mentioned work. Any other work will be on a time and material basis at \$85 per hour for the Hydrographer and \$53 per hour for the Hydrography Field Technician plus mileage at \$0.56 per mile.

Name of Project: **Calibration of Lake Berryessa Meteorological Station**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2013**, 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 **Western Weather Group, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for semi-annual calibration of the Lake Berryessa MET station; 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 semi-annual calibrations of the meteorological station on Lake Berryessa, 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 \$5,000** 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, 2015** 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, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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The Contractor 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.

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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.

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

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

CONTRACTOR

Don Schukraft, CEO
Western Weather Group, Inc.
568 Chico, CA 95926-1361

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: _____
David Okita, General Manager
Solano County Water Agency

By: _____
Don Schukraft, CEO
Western Weather Group, Inc.

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revised 1/29/07

EXHIBIT A

SCOPE OF SERVICES

Introduction

This proposal is in response to your request for proposal for an independent calibration of the Solano County Water Agency meteorological monitoring system at Lake Berryessa, California.

Calibration

The performance calibration will be performed by a qualified technician from Western Weather Group. The calibration will be performed under the guidelines of the “Quality Assurance Handbook for Air Pollution Measurement Systems”, Volume IV and the Ambient Monitoring Guidelines for prevention of Significant Deterioration (PSD). Western Weather Group will provide all of the equipment and materials necessary to perform the calibration. The calibration will consist of the procedures outlined below.

General Calibration Procedures

Upon arrival at the meteorological station a visual inspection of the system will be performed and noted. If available in the datalogger program, a program control flag will be set prior to beginning the calibration so that data resulting from the calibration tests are not recorded in the final memory of the datalogger or the user’s database.

Each sensor is then tested against a calibrated transfer standard or a known performance standard. These test results and any additional notes are recorded for inclusion in the final calibration report. The Western Weather Group calibration equipment undergoes periodic calibrations per the manufacturer’s recommendations to ensure accurate readings.

If any sensor is found to be out of calibration during the calibration they will be repaired, adjusted or replaced if possible. If the instrument cannot be repaired or adjusted on-site it will be removed from the meteorological station and returned to the Western Weather Group office for repair and calibration or shipped to the manufacturer of the sensor for repair and calibration.

Air Temperature

The air temperature sensor(s) will undergo a three point comparison against a calibrated RM Young Platinum Temperature Probe. The air temperature sensor is first checked under ambient conditions in a fan aspirated radiation shield. The station’s air temperature sensor is then checked against the transfer standard by submersing both sensors in an ice bath and then a warm bath to complete the three-point comparison.

Dew Point Temperature from Air Temperature and Relative Humidity

The temperature and relative humidity probe is checked against a Vaisala HMP45C temperature and relative humidity probe and RM Young platinum RTD temperature sensor in a fan aspirated shelter. The air temperature must meet a performance criterion of $\pm 1.0^{\circ}\text{C}$. To meet the performance criteria for the dew point temperature the difference between the reference probe and the station probe must be less than or equal to $\pm 1.5^{\circ}\text{C}$.

Wind Speed Sensor

The wind speed sensor will be checked using a RM Young model number 18801 constant

speed anemometer drive. The anemometer drive rotates the shaft of the wind speed sensor at a constant rpm which corresponds to the manufacturer's specified wind speed. The wind speed is displayed by the datalogger and checked against the calibrated standard. The anemometer drive can be set between 200 and 10,000 RPM which allows the sensor to be checked at several calibration points.

The starting threshold of the wind speed sensor will be checked on a pass/fail basis using the RM Young Torque Disk, model number 18310. The resolution of the Torque Disk is 0.1 gm/cm.

Wind Direction Sensor

The wind direction sensor orientation will be checked to ensure it is aligned to true north by first determining the magnetic declination and then checking the sensor alignment with a pocket transit and GPS.

To check the accuracy of the wind direction sensor, the sensor will be mounted on a RM Young Vane Angle Bench Stand which has a resolution of 1 degree. The sensor is rotated 360° both clockwise and counterclockwise, with the datalogger display checked and recorded at 30° increments.

An RM Young Vane Torque Gauge is used to check the starting torque threshold of the wind direction sensor. The Vane Torque Gauge provides a pass/fail check on the sensor's starting threshold.

Precipitation

The equivalent of one inch of precipitation is slowly run through the rain gauge to see if the rain gauge/datalogger system will record the correct amount of pre-measured precipitation. The datalogger is then checked to make sure that the recorded amount of precipitation was within $\pm 10\%$ of the pre-measured value. If needed, the tipping bucket's mechanism is adjusted and tested again.

Solar Radiation

The solar pyranometer is checked against an Epply Precision Spectral Pyranometer by comparing the average readings from the two sensors over a two minute period. To meet the established performance criteria the maximum difference between the two pyranometers should not be greater than $\pm 5\%$ of the observed.

Barometric Pressure

The barometric pressure sensor is checked by co-locating a Vaisala PTB101B barometric pressure sensor next to the station's pressure sensor and comparing the readings from the datalogger and the reference CR10X datalogger/Vaisala system. To meet the established performance criteria the maximum pressure difference between the reference pressure and station pressure is ± 3 hPa. or ± 3 mb or .089" Hg)

Datalogger Check

The operation of the datalogger will be checked by reviewing the data stored in the *A and *B tables as well as by looking at the data stored in final memory. If needed, Western Weather Group will also review the datalogger program.

Battery

The condition of the battery is checked under three test conditions. The voltage was checked while connected to its charging source, disconnected from the charging source under a 1.0 amp load applied for thirty (30) seconds and then again after the load test but before reconnecting to the charging source.

Station Time

The datalogger clock should be set to ± 5 minutes of Local Standard Time (LST). The clock is reset as needed.

Calibration Report

Throughout the calibration, notes will be taken and readings recorded on the performance of each of the station's components. A final written calibration report will be prepared and mailed within ten business days.

EXHIBIT B

RATE OF COMPENSATION

Cost

The cost for the calibration of the meteorological monitoring system including project management, travel time, field work, all material, labor, expenses and report preparation is \$1,040. It is recommended that the meteorological station be calibrated at six month intervals.

Replacement parts, factory repairs and shipping changes for in-house or factory repairs will be billed separately

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2013**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Wildlife Survey & Photo Service**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano Project/LPCCC Biomonitoring for Effects of New Zealand Mud Snails**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Solano Project/LPCCC Biomonitoring for Effects of New Zealand Mud Snails**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$157,056.02** 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, 2014** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and

shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

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

8. INSURANCE

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

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

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this

Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Jim Spering, Chair
Board of Directors

By: _____
Ken. W. Davis

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

Name of Project: Solano County School Assembly Program

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2013**, 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 \$25,000** 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, 2014** 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

David Okita, 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: _____
James Spering, Chairman
Board of Directors

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, 2013; ZunZun will invoice for this amount on August 1, 2013. In the event that the Contractor does not complete all assemblies by June 30, 2014, 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.