

Name of Project: **Nuisance Vegetation Management**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PESTICIDE APPLICATION SERVICES

THIS AGREEMENT, **effective July 1, 2014** 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 \$30,928** 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, 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. 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: _____
David Okita
General Manager

By: _____
Paul Washburn, Owner

EXHIBIT A

SCOPE OF SERVICES

Task #1:

Ulatis Flood Control Projects (Zone 1) – Provide consultation, application, and reporting, as directed, to the Agency and Solano County Resource Management Department on herbicide application. Estimate for 2014-15 is 390 acres @ \$66.00/ac or \$25,740. 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 2014-15 is 18 acres @ \$66.00/ac or \$1,188

EXHIBIT B

RATE OF COMPENSATION

Ulatis and Green Valley Flood Control Projects herbicide consultation- \$66.00/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, 2014**, 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, 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. 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: _____
David Okita, General Manager

By: _____
Lucas Paz, Principal Hydrologist

EXHIBIT A
SCOPE OF SERVICES

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

ARCADIS U.S. Inc.
2000 Powell Street, Suite 700
Emeryville, California 94608
Tel 510.652.4500
Fax 510.652.2246

Subject: Proposal for Cache Slough Watershed, Amendment #5 for the 2014-2015
Water Quality Monitoring Program, Solano County Water Agency, Solano
County, California

Date: March 31, 2014
Contact: Lucas W. Paz, Ph.D.
Phone: 510-596-9664

Dear Mr. Lee:

This letter presents our scope of work and cost quotation to continue conducting the water quality monitoring program for 2014-2015 within the Cache Slough Watershed as directed by the Solano County Water Agency (SCWA). The proposed scope of work is consistent with previous years in support of the ongoing water quality monitoring program objectives and to support improved water quality data collection during the 2014-2015 rainy season. A description of the proposed activities is provided in the following paragraphs. We will continue to offer the same ARCADIS labor rates that we have been using since the start of this project (see attached 2010 Standard West Coast Rate Schedule).

SCOPE OF WORK

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

Task 1: Coordination, Preparation For and Attendance of Local Stakeholder Meetings

ARCADIS will coordinate directly with SCWA on an ongoing basis throughout the year in order to select and prepare for sampling of targeted storm monitoring events. ARCADIS will also be available to participate in up to two meetings with SCWA and local stakeholders (City of Vacaville, SID, Dixon, etc.) in order to provide updates on the program efforts to date and continue to assist in planning and coordination of the ongoing sampling and monitoring.

Task 2: Review and Refinements to the Sampling Program

Based on previously compiled information, including summary of data gaps and associated analyses and evaluation of previous monitoring data, ARCADIS assumes the sampling plan and program may require minor revisions or updates. The final 2014-2015 sampling approach will be determined in cooperation with SCWA and/or the Cache Slough Watershed Group prior to implementation.

Task 3: Implementation and Documentation of Year 5 Water Quality Sampling

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

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

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

- Upper Putah Creek
- Lower Putah Creek
- Upper Ulatis Creek
- Lower Ulatis Creek
- Alamo Creek
- Upstream of Shag Slough

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

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

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

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

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

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

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

APPROVAL AND ACCEPTANCE

We appreciate the opportunity to submit this proposal for your consideration. If our proposal is acceptable as presented, please issue Amendment #5 to the existing contract between Solano County Water Agency and ARCADIS U.S., Inc. and forward to my attention for execution.

We look forward to working with you on this important project. If you have questions regarding this proposal, please call me at (510) 596-9664.

Sincerely,

ARCADIS U.S. Inc.

A handwritten signature in black ink, appearing to read 'Lucas W. Paz', with a long horizontal flourish extending to the right.

Lucas W. Paz, Ph.D
Principal Hydrologist

Attachment: ARCADIS Rate Schedule

EXHIBIT B

RATE OF COMPENSATION

Task 4: Project Management

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

BUDGET AND SCHEDULE

The scope of work described herein will be performed on a time-and-materials, not-to-exceed basis. Based on the information currently available, the estimated cost to complete the proposed scope of work is \$50,000. The following table provides a summary breakdown by task.

TASKS	COST
Task 1: Coordination, Preparation For and Attendance of Local Stakeholder Meetings	\$ 6,000.00
Task 2: Review and Refinements to the Sampling Program	6,000.00
Task 3: Implementation and Documentation of Year 4 Water Quality Sampling	34,000.00
Task 4: Project Management	4,000.00
TOTAL	\$50,000.00

TERMS AND CONDITIONS

This proposed agreement will be consistent with the previously authorized contract agreement and associated general terms and conditions between Arcadis-US and Solano County Water Agency, dated February 2, 2010. The proposal is valid for 60 days.

2010 CIVIL INFRASTRUCTURE RATES WESTERN REGION



Charges for work performed on a project will be calculated and billed in U.S. currency at the rates and by category shown below (a separate schedule lists equipment rental rates). Labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

Professional Services*	RATE PER HOUR
Staff	\$78 - 88
Senior Staff	102
Project	116
Senior Project	129
Senior Construction Engineer	131
Senior	140
Senior Associate	150
Principal	189
Senior Principal/Director	297
Field and Technical Support Services	
Engineering/Environmental Technician	53 - 91
Construction Engineer	90
Engineering Designer/CADD Operator	76 - 92
Project/Administrative Assistant	61 - 91
Database-Information Systems Support/Computer Services	
Information Systems/Database Support Specialist	63 - 100
CADD Computer Services	14
Scientific Computer Services	20
Database/Information	upon request
Publications and Graphics Support Services	
Technical Editor	70 - 90
Reproduction	54

*Includes Engineer, Hydrogeologist, Chemist, Scientist, Information Technologies Analyst/Developer, etc.
Expert Witness = 1.5 times billable rate.

Fifteen percent (15%) will be added to direct expenses to cover administration of travel, subsistence, contracted printing costs and photographic work, materials and supplies, and other out-of-pocket expenses. Outside services for which we administer a subcontract, such as drilling, laboratory services, utility locators, etc., and other outside services such as rental equipment, will be charged at cost plus fifteen percent (15%). This charge includes insurance costs, business taxes, administrative fees, processing fees, and carrying costs. Supplemental staff retained for project-specific needs will be billed at the appropriate staff rates. Internal costs for telephone, routine postage, and per page photocopying will be covered by a 2.4% communication fee based on total project invoice. Time spent in domestic travel will be billed with the foregoing schedule, except that no more than eight hours of travel time will be billed in any one day.

INVOICES AND PAYMENT

Invoices will be issued routinely on a final or partial basis. Payment is due upon receipt. Interest of one and one-half percent per month (18% per annum) will be applied to the outstanding balance for accounts not paid within thirty (30) calendar days from receipt of the invoice. This does not constitute a credit agreement. Client shall pay any attorney fees, court, and other costs associated with collection of any delinquent amount.

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, 2014**, 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, 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, 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: _____
David Okita, General Manager

By: _____
Mike Blankenship, President

EXHIBIT A
SCOPE OF SERVICES



Blankinship & Associates, Inc.
Agricultural & Environmental
Scientists & Engineers

1590 Drew Ave, Suite 120, Davis, CA 95618
Tel. (530) 757-0941 Fax (530) 757-0940
www.h2osci.com

Chris Lee
Solano County Water Agency
P.O. Box 349
Elmira, CA 95625

Via Email: clee@scwa2.com

April 7, 2014

RE: Compliance with the Statewide General National Pollutant Discharge Elimination System (NPDES) Permit for Residual Aquatic Pesticide Discharges to Waters of the United States from Algae and Aquatic Weed Control Application in 2014

Dear Chris;

Attached please find our proposal for above-referenced scope of work.

Our scope reflects the anticipated work required to comply with the aquatic pesticide general permit adopted by the State Water Resources Control Board (SWRCB) on March 5, 2013 (NPDES Permit # CAG990005, #2013-0002-DWQ). This permit became effective on December 1, 2013 and is applicable to work anticipated for 2014 through 2018.

We understand that, to the extent possible, the Solano County Water Agency, Dixon Resource Conservation District, Reclamation District 2068, and Maine Prairie Water District wish to continue to act together to achieve compliance with the aforementioned permit.

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

Sincerely,
BLANKINSHIP & ASSOCIATES, INC.

Michael S. Blankinship, P.E.
Project Manager

Attachment: Scope of Work

SCWA Group

Scope of Work

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

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

Solano County Water Agency (SCWA), Dixon Resource Conservation District (Dixon RCD), Reclamation District 2068 (RD 2068), and Maine Prairie Water District (MPWD) [herein referred to as "Agency" or "Agencies"] have previously applied aquatic pesticides under the State Water Resources Control Board (SWRCB) Statewide General National Pollutant Discharge Elimination System (NPDES) Permit #CAG990005 (2004-0009-DWQ) for the Discharge of Aquatic Pesticides for Aquatic Weed Control in Waters of the United States ("old permit"). The old permit expired on December 1, 2013 and was replaced by a new permit. The new permit ("permit") #CAG990005 (2013-0002-DWQ) was adopted by the State Water Resources Control Board (SWRCB) on March 5, 2013.

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

All Agencies can use the permit for the application of all aquatic herbicides currently registered for use in California, including copper and acrolein. If however, copper or acrolein will exceed their respective California Toxics Rule (CTR) maximum values, this permit may not provide coverage. Under typical application scenarios and following product label instructions, it is highly likely that CTR maximum values for these aquatic herbicides will be exceeded. Therefore, we do not recommend any Agency use acrolein or copper-containing aquatic herbicides.

However, as a result of the SWRCB granting MPWD a State Implementation Plan (SIP) Section 5.3 exception, MPWD may use acrolein or copper and exceed CTR maximum values on a short term or seasonal basis.

To achieve compliance with the new permit during the 2014 weed season, Blankinship and Associates, Inc. proposes to complete the following tasks:

Task 1: Sample Collection and Analysis

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

Note that the new permit requires one sample per environmental setting (i.e. static and flowing water) per year for glyphosate. In contrast, the permit requires that six (6) applications of all other herbicides (except sodium carbonate peroxyhydrate) are sampled if six (6) or more applications

are made in a year; if less than six (6) applications are made, all applications must be sampled. The application of sodium carbonate peroxyhydrate does not require sampling.

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

For purposes of cost estimation, we assume that we will sample the following: Dixon RCD, one (1) glyphosate application; RD 2068, one (1) glyphosate and three (3) endothall applications; SCWA, one (1) glyphosate and two (2) endothall applications between the date of proposal authorization and December 31, 2014.

MPWD has a SIP Section 5.3 exception for the use of acrolein or copper. Because of increased costs related to the use of acrolein, MPWD is planning on using copper as needed to control submersed aquatic vegetation. Accordingly, we assume that MPWD will make no more than four (4) applications that require sampling. Additionally, we assume up to one (1) treatment with endothall.

In addition to the aforementioned sampling, we will collect a representative Field Duplicate (FD) and a Field Blank (FB) sample for quality assurance and quality control (QA/QC) purposes. We will review and quality assure the data and prepare a brief summary of results for inclusion in the annual report to the RWQCB.

Task 2: Biologist Assessment

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

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

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

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

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

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

Assumptions and Limitations

This proposal has been prepared by Blankinship & Associates, Inc. for SCWA's sole and exclusive use. Unauthorized editing, duplication, or transmission of this document is strictly prohibited unless express consent is obtained from us.

The above scope of work assumes the following:

- 1.) This proposal is based on the requirements of the aquatic pesticide NPDES permit adopted by the State Board on March 5, 2013.
- 2.) The District is responsible for prompt and accurate completion and transmittal of the AHAL or equivalent form every time an aquatic herbicide application is made. If no aquatic herbicides are applied during a particular month, please indicate. Complete AHAL forms must be transmitted to us no later than the 5th of the month following aquatic herbicide application(s).
- 3.) Agency personnel are responsible for prompt and accurate completion of Field Data sheets and Chains of Custody (COCs).
- 4.) If AHAL or equivalent documentation is not sent as indicated above, we cannot evaluate your permit compliance status and advise you regarding the need for corrective action and/or reporting, if any.
- 5.) If additional sampling other than that described above is required, a cost estimate will be prepared and authorization obtained prior to performing work.
- 6.) Our scope is of a technical nature and we do not offer legal advice.
- 7.) Each Agency is responsible for sending in their annual NPDES permit fee, estimated at \$2,100/year, to the RWQCB. This fee is not included in this scope of work.
- 8.) This proposal is good for 30 days.

Schedule

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

Cost Estimate

Tasks 1 through 4 can be provided on a Not-to-Exceed basis estimated at \$52,600. Refer to the Table below.

Member	Sampling Events	Amount
SCWA	3	\$15,000
Dixon RCD	1	\$7,000
MPWD	5	\$16,600
RD 2068	4	\$14,000
		\$52,600

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

Expenses

Expenses such as travel (tolls, per diem, etc.) and outside services (analytical laboratory, etc.) are charged at cost plus 15%. Mileage charges are at Internal Revenue Service (IRS) rates. Costs for

field equipment and vehicle use will be charged according to our 2014 fee schedule. These expenses are included in the cost estimate.

Invoice Terms

All invoices are due upon receipt. If full payment is not received within 10 days, the amounts due Blankinship & Associates will incur a late payment charge at the rate of 1% per month starting 10 days from the date on the invoice. Monthly invoicing in the amount of \$8,766.67/month for a period of 6 months will begin in June and end in November. Refer to the table below:

Member	Monthly Invoice
SCWA	\$2,500.00
Dixon RCD	\$1,166.67
MPWD	\$2,766.67
RD 2068	\$2,333.33
Total	\$8,766.67

Using this monthly invoicing approach will result in a **\$200 refund** on your first invoice.

Terms of Agreement

Refer to the attached Terms of Agreement (2 pages)

Agreement

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

Authorization Summary

Client: Solano County Water Agency
Scope: Aquatic Pesticide NPDES Permit Compliance
Proposal Date: April 7, 2014
Retainer Amount: \$2,000
Estimated Cost: \$52,600

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

 Client
 Printed Name/Title

 Client
 Signed Name

 Date

Michael Blankinship/President
 Consultant
 Printed Name/Title

 Consultant
 Signed Name

 Date

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

Terms of Agreement

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

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

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

Payments. All work performed under this Agreement shall be on a time and materials basis unless otherwise stated. The estimate of fees and the fee rate in the proposal indicates that Consultant will not incur fees and expenses in excess of the estimate without first obtaining Client's authorization. All invoices are due upon receipt. If full payment is not received within 10 days, the amounts due Blankinship & Associates, Inc. will incur a late payment charge at the rate of 1% per month starting 10 days from the date on the invoice.

Limitation of Liability. The total cumulative liability of Consultant, its shareholders, directors, officers, employees, agents and subconsultants, to Client arising from services performed or to be performed by Consultant whether in contract, indemnity, contribution, tort, or otherwise, and including attorneys' fees due under this Agreement, shall not exceed \$50,000 or the amount of the Consultant's fee, whichever is greater. Consultant has no liability to Client for:

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

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

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

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

Consultant Indemnification. Subject to the limitation of liability and California Civil Code §2782.8, Consultant agrees to indemnify and hold harmless Client, and its officers, directors, and employees from and against any and all claims, suits,

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

liability, damages, injunctive or equitable relief, expenses, including attorneys' fees or other loss ("Loss") to the extent caused by Consultant's negligent performance of its services under this Agreement.

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

1. Damage to subterranean structures or utilities which are not correctly shown on plans furnished by Client to Consultant,
2. Liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of Consultant's services under this Agreement, unless caused by the sole negligence or willful misconduct of Consultant, or
3. Reliance upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without Consultant's written consent.

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

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

Document Control. Unless otherwise specified, all documents and information obtained or prepared by Consultant in connection with the performance of services (collectively called "Documents") are the property of Consultant. Consultant shall, at its sole discretion, have the right to dispose of or retain the Documents and has the right of ownership to any patentable concepts or copyrightable materials arising from services provided. Client shall have the right to reuse the Documents for purposes reasonably connected with the project in a manner consistent with their intended purpose.

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

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

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

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

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

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

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

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

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

EXHIBIT B

RATE OF COMPENSATION

field equipment and vehicle use will be charged according to our 2014 fee schedule. These expenses are included in the cost estimate.

Invoice Terms

All invoices are due upon receipt. If full payment is not received within 10 days, the amounts due Blankinship & Associates will incur a late payment charge at the rate of 1% per month starting 10 days from the date on the invoice. Monthly invoicing in the amount of \$8,766.67/month for a period of 6 months will begin in June and end in November. Refer to the table below:

Member	Monthly Invoice
SCWA	\$2,500.00
Dixon RCD	\$1,166.67
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RD 2068	\$2,333.33
Total	\$8,766.67

Using this monthly invoicing approach will result in a **\$200 refund** on your first invoice.

Terms of Agreement

Refer to the attached Terms of Agreement (2 pages)

Agreement

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

Authorization Summary

Client: Solano County Water Agency
Scope: Aquatic Pesticide NPDES Permit Compliance
Proposal Date: April 7, 2014
Retainer Amount: \$2,000
Estimated Cost: \$52,600

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

 Client
 Printed Name/Title

 Client
 Signed Name

 Date

Michael Blankinship/President
 Consultant
 Printed Name/Title

 Consultant
 Signed Name

 Date

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2014**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **CH2MHILL**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano HCP EIR/EIS**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$120,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

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

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

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

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

6. PERMITS ***(Note: include only if permits are required)***

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW *(Note: This section is optional)*

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

10. RECORD RETENTION *(Note: This section is optional)*

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

11. OWNERSHIP OF DOCUMENTS *(Note: This section is optional)*

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL *(Note: This section is optional)*

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
David Okita,
General Manager

By: _____
Vijay Kumar,
Vice President

EXHIBIT A
SCOPE OF SERVICES



CH2MHILL

CH2M HILL

2485 Natomas Park Drive

Suite 600

Sacramento, CA 95833

Tel 916-920-0300

Fax 916-920-8463

May 6, 2014

Mr. Chris Lee
Director of Environmental Compliance, Permitting, and Habitat Conservation
Solano County Water Agency
810 Vaca Valley Parkway
Vacaville, CA 95688

Subject: Fiscal Years 13/14 and 14/15 Annual Work Plan and Budget

Dear Mr. Lee:

Enclosed is the revised CH2MHILL Work Plan for the Solano HCP EIS/EIR, and a revised budget request for the remainder of the current fiscal year and for Fiscal Year 2014/15. Since the completion of our most recent Work Plan revision and budget augmentation in May 2010, our work has focused on the completion of a comprehensive NEPA/CEQA project description based on the most recent HCP document, and the confirmation of the basic structure of the EIS/EIR document. In addition, most chapters of the prior Administrative Draft documents have received a comprehensive update and review. Over the past year, work efforts have focused on seeking endorsement of the document approach, structure, and contents during weekly conference calls with the resource agency team. Because of the nature of this project – a new approach to species conservation planning throughout most of Solano County – progress has been slow but steady. Throughout the remainder of the current fiscal year, effort will be focused on completing the document development and review process with an emphasis on biological resources. During the next fiscal year, effort will be focused on releasing the public draft document, responding to comments (together with the HCP team), and bringing the overall effort to completion. This Work Plan revision also includes Project Management tasks (including agency coordination, quality assurance/quality control, and project administration) for the remainder of the project term.

The additional budget request associated with this revised Work Plan is \$165,000, with \$45,000 required in the current fiscal year and \$120,000 budgeted for the next fiscal year. Labor billing rates are being held at current fiscal year levels.

We look forward to continuing our support over the next fiscal year. If you have any questions concerning this submittal, do not hesitate to contact Matt Franck at 916-286-0272.

Sincerely,

CH2M HILL

Vijay Kumar
Vice President

Matthew Franck
Project Manager

enclosures

Solano HCP EIS/EIR

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

Task 1: Agency Coordination

1.1 Work Plan Preparation. This subtask has been completed.

1.2 Kickoff Meeting. This subtask has been completed.

1.3 Project Schedule. This subtask has been completed.

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

1.5 Scoping. This subtask has been completed.

1.6 Data Collection. This subtask has been completed.

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

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

Deliverables

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

Assumptions

- All work will be completed by June 2015.

Task 2: Additional Deliverables

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

Deliverables

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

Assumptions

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

Task 3: First Administrative Draft EIS/EIR

This task has been completed.

Task 4: Second Administrative Draft EIS/EIR.

This task has been completed.

Task 5: Draft EIS/EIR

Task is unchanged from original Work Plan.

Task 6: Response to Comments

Task is unchanged from original Work Plan.

Task 7: Administrative Final EIS/EIR

Task is unchanged from original Work Plan.

Task 8: Final EIS/EIR

Task is unchanged from original Work Plan.

Task 9: Public Meetings

Task is unchanged from original Work Plan.

EXHIBIT B

RATE OF COMPENSATION

FY 2014/15						
Task	Franck	Burrell	Planner 1	Bio/QA	Pubs/Admin	Total
Task 1: Agency Coordination, Admin, Quality Assurance	\$ 5,000	\$ 2,500	\$ -	\$ 5,000	\$ 2,500	\$ 15,000
Task 2: Additional Deliverables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3: First Administrative Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4: Second Administrative Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5: Draft EIS/EIR	\$ 5,000	\$ 15,000	\$ 10,000	\$ -	\$ 5,000	\$ 35,000
Task 6: Response to Comments	\$ 2,500	\$ 10,000	\$ 10,000	\$ -	\$ 2,500	\$ 25,000
Task 7: Administrative Final EIS/EIR	\$ -	\$ 3,750	\$ 7,500	\$ -	\$ 3,750	\$ 15,000
Task 8: Final EIS/EIR	\$ -	\$ 3,750	\$ 7,500	\$ -	\$ 3,750	\$ 15,000
Task 9: Public Meetings	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ -	\$ 15,000
Summary	\$ 20,000	\$ 35,000	\$ 42,500	\$ 5,000	\$ 17,500	\$ 120,000

CH2M HILL
Professionals and Technicians*
2014 Hourly Billing Rates**

Classification	Rate
Principal-in-Charge*	\$276
Principal Professional*	\$254
Sr. Professional*	\$204
Project Professional*	\$152
Staff Professional*	\$119
Sr. Technician	\$152
Technician	\$112
Office/Clerical	\$91

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2014 through December 31, 2014

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

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

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 9

CONTRACTOR: CH2MHILL

EFFECTIVE DATE: April 1, 2014

PROJECT: Solano HCP EIR/EIS

DESCRIPTION OF AMENDMENT:

1. Increase budget by \$45,000 from \$556,586.59 to \$601,586.49.

SIGNATURES:

Solano County Water Agency,
a Public Agency

CH2MHILL

By: _____
David Okita, General Manager

By: _____
Vijay Kumar, Vice President

FY 2013/14 (Remainder)						
Task	Franck	Burrell	Planner 1	Bio/QA	Pubs/Admin	Total
Task 1: Agency Coordination, Admin, Quality Assurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2: Additional Deliverables	\$ 10,000	\$ 25,000	\$ 10,000	\$ -	\$ -	\$ 45,000
Task 3: First Administrative Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4: Second Administrative Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5: Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6: Response to Comments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7: Administrative Final EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8: Final EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9: Public Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Summary	\$ 10,000	\$ 25,000	\$ 10,000	\$ -	\$ -	\$ 45,000

CH2M HILL
Professionals and Technicians*
2014 Hourly Billing Rates**

Classification	Rate
Principal-in-Charge*	\$276
Principal Professional*	\$254
Sr. Professional*	\$204
Project Professional*	\$152
Staff Professional*	\$119
Sr. Technician	\$152
Technician	\$112
Office/Clerical	\$91

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2014 through December 31, 2014

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

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2014**, 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 \$76,400** 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, 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.

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: _____
David B. Okita,
General Manager

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

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION

Task 1A – Pre and post NPDES monitoring for PAK-27 and/or Hydrothol 191

Lump sum cost per PAK-27 and/or Hydrothol 191 treatment to conduct pre and post NPDES water quality monitoring as required by the Central Valley Regional Water Quality Control Board. Since the Water Agency has a larger NPDES permit, Clean Lakes, Inc. will submit the monitoring directly to the Water Agency at the end of each calendar year. Clean Lakes, Inc. will charge \$800 for each combined pre and post NPDES monitoring and report for up to six algaecide treatments.

\$4,800.00

Task 1B – Aquatic algaecide application for PAK-27, Hydrothol 191, and/or Rhodamine Dye (labor costs).

Lump sum labor, technical advice, equipment mobilization and demobilization, and all other costs associated with the treatment costs of PAK-27, Hydrothol 191, and Rhodamine Dye at Campbell Lake except the material costs, which are covered by Task 1C below. Clean Lakes, Inc. will charge \$5,330 for each algaecide or dye treatment for up to six applications.

\$32,000.00

Task 1C – Aquatic algaecide application for PAK-27 and/or Hydrothol 191 (material costs).

Lump sum material cost to treat Campbell Lake using either PAK-27 or Hydrothol 191. PAK-27 will be charged at a unit cost of \$2.20 per pound plus applicable sales tax. Application rates will vary depending on the time of year, but will likely be between 1,150 – 3,000 lbs of PAK-27 per treatment. Algaecide cost is \$2.20 / lb including delivery and CA-Mill tax. Hydrothol 191 will be charged at a unit cost of \$100.00 per gallon including delivery and CA-Mill tax plus applicable sales tax. The application rate for Hydrothol 191 will be 20 gallons. Clean Lakes will need to submit the actual product usage with their invoice. A sales tax of 9.25% is assumed. If a Rhodamine Dye Test is done, the material cost and flurometer will be provided by United Phosphorus.

\$39,600

**SOLANO COUNTY WATER AGENCY
2014 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 2014

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) or Hydrothol 191 (Mono salt of endothall) 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 Commissioner as well as the RWQCB.
- 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 Hydrothol 191. (Mono salt of endothall) 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 or liquid injection 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:

PAK27 TREATMENT 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. 2013-0002-DWQ,. The report will be sent to SCWA to add it to the overall permit at **\$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 up to 100 pounds per surface acre.
- Approximately 37 surface acres will be treated with the algaecide PAK27 for control. The targeted treatment depth in the treatment area is 2 foot, for a total treatment area volume of 74 acre feet. The area will be treated @ 20*- 40* pounds per acre foot for a total of 40*- 100* pounds per surface acre. So a total of 1480 - 3700 pounds of PAK27 will be applied per treatment.

* Rounded to the nearest whole number

- Material total is 1480-3700 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 **\$5,400.00** per treatment
- Total application costs for **1480-3700** pounds of PAK 27 @ **\$2.20** per pound for a total of **\$3,256.00 - \$8,140.00** per treatment and the

application cost of **\$5,400.00** for a total of **\$8,656.00 – \$13,540.00 per treatment**

- Therefore the per-treatment cost is **\$9,456.00 - \$14,340.00** 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 **\$47,280.00 – \$71,700.00**

HYDOTHOL 191 TREATMENT 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. 2013-0002-DWQ,. The report will be sent to SCWA to add it to the overall permit **\$800.00** per year. (There will be only one report sent to the SWRQB each year regardless of what algaecides are used for a total of \$800.00)

b: Aquatic Algaecide Application costs including all materials (algaecides), labor, technical advice, equipment mobilization and demobilization, and all other costs associated with the treatment s. Treat approximately 37 surface acres of planktonic algae: **\$5,400.00**

c: Approximately 37 surface acres will be treated with the algaecide Hydrothol 191 for control. The targeted treatment depth in the treatment area is the top 2 acre ft. for a total treatment area volume of 74 acre feet. The area will be treated at 0.2 PPM. So a total of 20* gallons will be applied per treatment. Algaecide costs are **\$100.00** per gallon including delivery and CA-Mill Tax, sales tax not included, will be billed based on product usage. Total algaecide costs: **\$2,000.00**

* **Rounded to the nearest whole number**

Therefore the per-treatment cost is **\$7,400.00** and is **\$8,200.00** with Water Quality Monitoring and Reporting costs included.

RHODAMINE DYE TREATMENT COSTS

Rhodamine dye does not need to be monitored for NPDES requirements so there are no costs for sampling and monitoring.

Aquatic Rhodamine Dye Application costs including all, labor, technical advice, equipment mobilization and demobilization, and all other costs associated with the treatments. Treat approximately 37 surface acres with Rhodamine dye: **\$5,400.00**

The Rhodamine Dye and flurometer unit are being provided by United Phosphorus for this treatment so there will be no material or equipment costs for this treatment.



Therefore the per-treatment cost is **\$5,400.00**

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.

A handwritten signature in black ink, appearing to read "Tyler Fowler".

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*

2014/15
Water Agency/ 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 2014/15 Solano High-Efficiency Toilet Rebate Program from July 1, 2014 through June 30, 2015. Outlined below are the agreements we have made regarding various components of this program.

Incentive Program Structure

To be eligible, the high-efficiency toilet must be a “WaterSense” labeled model. The Solano County Water Agency will pay each qualifying customer a rebate of up to \$100.00 for a qualifying high-efficiency toilet. EGIA will pay qualified rebates for purchases through June 30, 2015 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 **\$100,000.00** 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 2014/15 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.

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Solano County Water Agency

David Okita
General Manager
Solano County Water Agency

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, 2014**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Eyasco Inc.**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$253,100** 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, 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: _____
David Okita, General Manager

By: _____
Jeff Schuyler, President

EXHIBIT A
SCOPE OF SERVICES



March 22, 2014
Proposal 6-14-1629

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

Subject: 2014/2015 Budget and Scope

Dear Mr. Lee,

The purpose of this letter is to present our scope of work and cost estimate for fiscal year 2014/2015. Our estimate is based on reviewing past years budgets for similar tasks, and developing a scope and budget based on conversations with SCWA personnel.

The tasks identified in our 2014/2015 scope of work include:

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

- Infopage graph and graphics updates for display of critical water quality parameters. This would be more of a consolidated display – perhaps in dashboard fashion that gives operators critical information at a glance.
- Creation of redundant flood warning and operations web pages for backup purposes.

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

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

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

- Solano Dam headworks upgrades
- Putah Canal automation feasibility study

Data Consolidation and Data Library Development – This task includes consolidation of data types, integration of new data sources, continued development on the Data Analysis Library, development of new reports and enhancing current reports. Some new automated reports may include more detailed monthly, quarterly or yearly water quality summary reports. In addition, we are currently evaluating enhancements or alternatives to Reporting Services (SSRS) which would introduce “Self Service Reporting” – the ability for SCWA personnel to design and deploy “on-the-fly” reports.

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

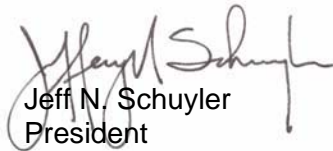
Cost Estimate

Eyasco estimated costs for completing the tasks described above are shown on the attached Table 1. We propose to perform the above scope-of-work on a time and materials basis. Based on our current rate schedule, which is attached, the estimated total to complete the above scope is \$253,100.

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

Yours truly,

EYASCO



Jeff N. Schuyler
President

EXHIBIT B

RATE OF COMPENSATION

TABLE 1 2014/2015 Budget Estimate					
Item	Task	Hours	Rate	Expense	Amount
1	Public Web Access Enhancements	400			\$ 57,500
a	Principal	100	150		15000
b	Senior Programmer	200	140		28000
c	Junior Programmer	100	85		8500
d	Other	0	110		6000
2	Document Management Infrastructure Support	370			\$ 60,500
a	Principal	40	150		6000
b	Senior Programmer	50	130		6500
c	Junior Programmer	200	85		17000
d	Other	80	150		31000
3	Merlin Enterprise Enhancements and Support	120			\$ 18,600
a	Principal	40	150		6000
b	Senior Programmer	40	130		5200
c	Junior Programmer	40	85		3400
d	Other	0	150	4000①	4000
4	General Support	360			\$ 51,300
a	Principal	200	150		30000
b	Senior Programmer	60	130		7800
c	Project Engineer	100	85		8500
d	Other	0	150	5000②	5000
5	Data Consolidation and Document Management	340			\$ 38,400
a	Principal	40	150		6000
b	Senior Programmer	100	130		13000
c	Junior Programmer	200	85		17000
d	Other	0	150	2400③	2400
6	Project Management	180			\$ 26,800
a	Principal	100	150		15000
b	Senior Programmer	20	130		2600
c	Junior Programmer	40	150		6000
d	Other	20	60	2000④	3200
		3540	TOTAL		\$ 253,100.00

NOTES:

1. Software license: SiteHawk maps, MerlinMobile
2. Placeholder for miscellaneous hardware purchases
3. Travel and other misc. costs
4. SSRS Add-On license fee

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2014** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and GHD, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

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

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 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.

Comment [af1]: Has to be specific

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 GHD, Inc.
a Public Agency

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

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

EXHIBIT A

SCOPE OF SERVICES

- A. Winzler & Kelly team to meet with SCWA and city staff to present contractor data needs and discuss detailed scope elements including the budgeted level of effort to be allocated to each of the following tasks: collaboration with the Urban Water Conservation Committee, a task schedule, development of potential program elements and program goals.
- B. Develop an incentive program that complements the site surveys. Present to Urban Water Conservation Committee for approval.
- C. Contact the three site surveys that were completed during the first phase (Buttercup Restaurant, Dynasty Restaurant, and Creekside Shopping Center) and determine if any program recommendations were implemented.
- D. Develop and implement a strategy targeting and marketing large landscape water use surveys to commercial/industrial/institutional (CII) accounts with mixed-use meters. Directly contact via letter or telephone not less than 20% of CII accounts with mixed-use meters and offer water use surveys
- E. Conduct CII water surveys based on CUWCC guidelines for BMP 9.
- F. Develop data management system compatible with City software needs.
- G. Develop a unified message and marketing plan and present to SCWA for approval.
- H. Present the results of the development and implementation of the CII water conservation program at the end of the contract term to the Urban Water Conservation Committee.

EXHIBIT B
RATE OF COMPENSATION

FEE SCHEDULE - CENTRAL CALIFORNIA
(Effective July 2006)

Hourly Rates ^(*)

Principal	\$ 200-250
Senior Project Engineer (Toni Bertolero)	120-210
Project Engineer (Adam Fisher)	90-125
Staff Engineer	65-95
Senior Project Scientist	120-190
Project Scientist (Cristina Goulart)	90-125
Staff Scientist (Brian Bacciarini)	70-95
Senior Planner	100-125
Staff Planner	70-105
3-Person Survey Crew	115-170
2-Person Survey Crew	170-230
1-Person Survey Crew	85-145
Staff Technician	45-115
Designer	75-125
CADD	75-120
Word Processor & Clerical Support (April Asbury, Nicole Tuon)	40-90

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

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

Our rates are:

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

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

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

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, 2014**, 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 \$270,000** 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. 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

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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: _____
David Okita, General Manager

By: _____
Malcolm J. Sproul, Principal

EXHIBIT A
SCOPE OF SERVICES

ATTACHMENT 1

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

HCP Preparation Tasks

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

Budget: \$23,352

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

Budget: \$9,422

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

Budget: \$8,440

4. **Final HCP Edits and Production:** This task will be to incorporate public and agency comments on the public Draft HCP. We assume there will be no additional major comments and changes on the September 2013 Administrative Draft from the agencies at this time.

Budget: \$32,324

5. **HCP Implementation Training:** This task facilitates implementation of the HCP once it is approved. Work includes finalizing the individual implementation handbooks for each applicant, and preparation of training CD's for each applicant/special district (employee education for construction/O&M activities), and working with SCWA, special districts, and the cities for training and developing protocols to begin implementing the HCP compliance tracking data base and using the RGP for O&M activities.

Budget: \$22,344

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

Budget: \$9,224

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

Budget: \$19,080

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

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

Budget: \$ 40,152

9. **Regional General Permit (RGP) for Operation and Maintenance (O&M) Activities:** This task addresses the continued work with Corps and State Board to integrate the HCP with the 404 permit process and 401 certification process. While we anticipate the draft RGP will be drafted by the end of the May 2014, we anticipate additional work will be necessary to finalize draft RGP following the Corp review and public notice review period.

Budget: \$ 35,584

- 10. Letter of Permission (LOP) for Development Activities:** This task addresses the continued work with Corp and State Water Resources Control Board to integrate the HCP with the 404 permit process and 401 certification process for new development activities. We anticipate this task will lead to a simplified and expedited wetland fill permit process involving a letter of permission or LOP that should cover all or most of the urban development within Plan Participant's jurisdictions. Subtasks under this work element include:

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

Budget: \$ 40,196

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

Budget: \$ 3,856

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

Budget: \$ 12,904

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

Budget: \$13,122

Total Labor and Expense Budget: \$ 270,000

EXHIBIT B

RATE OF COMPENSATION

April 1, 2014

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

Subject: 2014-2015 Solano Habitat Conservation Plan Scope and Budget

Dear Chris:

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

We have received comments from the US Fish and Wildlife Service on the September 2013 Final Administrative Draft HCP and barring unforeseen circumstances we plan to have the public Draft HCP essentially ready for publication by the of the current budget year. Tasks for 2014-2015 focus on tasks associated with HCP/2081 Agreement approval, developing tools to train Plan Participants to implement the HCP, and to continue work to integrate the HCP with the Corps of Engineers and State Water Resources Control Board regulatory programs.

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

Sincerely,

LSA ASSOCIATES, INC.



Steve Foreman
Principal

LSA Labor and Expenses Estimate: Solano HCP 2014-15									
	Key Staff								
	Foreman	Nurmela	Molnar	Notestine	Gallaughier	van der Leeden	Tech Staff	Word Processing/ Tech Editor	Subtotal Tasks
staff member:									
hourly rate:	\$195	\$90	\$145	\$125	\$108	\$92	\$90	\$91	
Task									
1. Agency Meetings (8)	64	40	40	0	0	16	0	0	\$23,352
2. Steering Committee Meetings (4)	26	32	0	0	0	16	0	0	\$9,422
3. Applicant Meetings (6)	24	16	16	0	0	0	0	0	\$8,440
4. Final HCP	40	80	0	0	8	80	0	100	\$32,324
5. Local Manuals and Training	24	40	0		16	40	80	16	\$22,344
6. EIR/EIS Coordination	24	0	0	0	8	40	0	0	\$9,224
7. Reporting Program/Implementation	24	64	0	0	80	0	0	0	\$19,080
8. 2081 Agreement/ Biological Opinion	40	80	0	120	0	24	64	24	\$40,152
9. O&M RGP	40	80	40	24	8	40	40	40	\$35,584
10. Development LOP	60	120	80	0	16	24	24	0	\$40,196
11. Public Meetings	16	0	0	0	0	8	0	0	\$3,856
12. Miscellaneous Tasks	40	24	0	0	0	32	0	0	\$12,904
Total Hours	422	576	176	144	136	320	208	180	
Subtotal Labor:	\$82,290	\$51,840	\$25,520	\$18,000	\$14,688	\$29,440	\$18,720	\$16,380	\$256,878
Reimbursable Expenses									\$13,122
Total Budget									\$270,000

Attachment 2
LSA Associates, Inc.
Employee Title and Hourly Billing Rate; Solano HCP 2014- 2015

Employee Name	Title	Billing Rate/Hour
ABERBOM;LINDA	Associate	\$ 123.00
BOURIL;CHARLES S.	Soil Scientist	\$ 95.00
CATALINI;TODD ARTHUR	Biologist	\$ 90.00
COCHRANE;STEVEN V	Field Biologist	\$ 72.00
FOREMAN;JEREMY S	Research Assistant	\$ 60.00
FOREMAN;STEVEN A.	Principal	\$ 195.00
GALLAUGHER;GREGORY N.	Associate	\$ 108.00
NURMELA;KRISTIN J	Senior Biologist/Planner	\$ 90.00
GUILER;SHANNA K	Senior Planner	\$ 110.00
KELLNER;CLINT	Associate	\$ 130.00
LACY;TIMOTHY E.	Principal	\$ 137.00
LICHTWARDT;ERIC R.	Associate	\$ 105.00
LOHMANN;SEAN	Associate	\$ 118.00
MARTINEZ;AMEARA R	Receptionist/Administrative Assist.	\$ 55.00
MILLIKEN;TIMOTHY H.	Botanist	\$ 85.00
MOLINA;NORMA	Associate	\$ 90.00
MOLNAR;GEORGE C.	Principal	\$ 145.00
MUTH;DAVID	Senior Herpetologist	\$ 119.00
NOTISTINE;MOLLY	Senior Biologist	\$ 125.00
RICKETTS;MATTHEW S.	Senior Wildlife Biologist	\$ 90.00
ROTH, JENNIFER	Biologist	\$ 86.00
SIDLE;DANIEL J.	Biologist	\$ 93.00
SO;MARIE A	Graphics Technician	\$ 95.00
VAN DER LEEDEN; PAMELA	GIS Specialist/Biologist	\$ 92.00
ZANTZINGER;GRETCHEN	Biologist	\$ 92.00

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, 2014**, 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 \$52,834** 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.

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

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

7. INSURANCE

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

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14. NOTICE

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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: _____
David Okita, General Manager

By: _____
Tim Bush, Vice President

EXHIBIT A
SCOPE OF SERVICES



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

31 March 2014

RE: Scope of Work for Proposed 2014 Lower Putah Creek Work Items

Normandeau Associates, Inc. has prepared the following Scope of Work to identify the rationale and methods for potential tasks to be performed in 2014-2015 for the consideration of Solano County Water Agency.

Task 1 – Putah Creek Interdam Reach 2 Dimensional Hydraulic/Habitat Model Development

This proposal is in response to a request for an assessment of trout habitat in the interdam. Habitat maps and digital elevation models (DEM's) were developed for two side channel areas of the Inter-Dam Reach (IDR) of Putah Creek as part of FY 2013 work elements. During the data collection, we observed the side channel at the Guide Run site was de-watered at flows between 90 and 99cfs, which occurred during the topography data collection. This seems to be due, at least in part, to a large debris accumulation at the upstream end of the side channel. Based on debris lines of leaves and detritus observed in the side channel, it was evident there had been a high flow event which occurred between December 2013 and February 2014 when the flows peaked around 400cfs. However, the flow level at which the side channel begins to flow is not known.

Lack of water and associated depth data in the Guide Run site side channel limits the ability to assess fish habitat, which must rely solely on estimates of potential cover (since cover estimates are generally based on a given distance from the water surface) and substrate in the area. Even in the portions of the river for which water surface elevations, depth, and substrate/cover data has been collected, the lack of velocity data presents a data gap in the ability to fully assess existing or potential fish habitat. Velocity data, along with depth and substrate/cover information, is a key variable for evaluating the suitability of existing or potential fish habitat in most simulation models. The addition of velocity predictions will

allow for more accurate assessment of fish habitat available or potentially available at these side channel sites.

We can currently model a flow of ~90cfs using the data we have already collected. Modeling the effect of this flow in the side channel of the Guide Run will require simulating the removal of the debris jam in the existing DEM. However, this may or may not be sufficient to allow the modeled water to flow into the side channel. In order to better simulate existing habitat throughout both Island Run and Guide Run sites and the potential habitat in the side channel at the Guide Run site, we are proposing to create 2-dimensional (2-D) hydraulic models using the topographic data collected in 2013. The 2-D model will also allow simulation of additional flows beyond 90 cfs, incorporate velocity data estimates, and confirm the flow level at which the side channel becomes wetted.

For 2-D habitat simulations we are proposing to use the River2D model (Steffler and Blackburn 2002). River2D is a two-dimensional, depth-averaged hydrodynamic and fish habitat model developed for use in streams and rivers. The model uses a detailed topographic map of the study site (which we have already developed) to solve basic equations for conservation of mass and conservation of momentum in two horizontal directions to simulate water depths and velocities. Model inputs include bed topography (already collected), channel roughness (already collected), discharge at the upstream boundary (will be derived from USGS gage) and water surface elevations at the downstream boundary (the missing input variable we are proposing to collect in this FY 2014 proposal). As noted in the River2D manual, "Obtaining an accurate representation of bed topography is likely the most critical, difficult, and time consuming aspect of the 2D modeling exercise" (Steffler and Blackburn 2002), data we have already obtained.

To allow simulations of other flows, we need stage-discharge rating curves at each site. This will require the collection of water surface information at both the upstream (flow in) and downstream (flow out) ends of the Island Run and Guide Run sites at two additional flows to be determined in consultation with SCWA and consideration of project operations, flow availability, and timing. This will likely require two separate trips to the IDR, with about half a day for each trip to collect the necessary water surface information. The discharge will be obtained from the USGS gage downstream of the sites.

Once the 2-D model is calibrated to simulate other flows, it will be possible to compute a habitat index based on suitability indices for depth, velocity, and substrate/cover based on published habitat suitability curves (HSC) for spawning and rearing life stages of RBT. The fish habitat component of River2D is based on a habitat index commonly referred to as Weighted Usable Area (WUA) or more properly Area Weighted Suitability (AWS). This index is calculated as an aggregate of the product of a composite suitability index (CSI, range 0.0 - 1.0)

evaluated at every point in the domain and the area associated with that point. The CSI at each node is calculated as a combination of the separate suitability indices for depth, velocity, and Substrate/Cover.

Using a 2-D model to derive a velocity data will add an important component to the existing information, and allow for a more robust quantification of trout habitat at the Island Run site and the Guide Run site. The inclusion of a rating curve would allow habitat predictions over a range of flow scenarios.

SCHEDULE data collection will depend on flows used to calibrate the 2-D model and will be determined in consultation with SCWA and the project operations and flow availability. If calibration flows of 150 and 300 cfs are used, data collection will likely occur in October, at the end of the irrigation season.

Task 1 - Estimated Time & Materials Budget - \$19,734.00

Steffler, P., and J. Blackburn. 2002. River2D, two-dimensional depth averaged model of river hydrodynamics and fish habitat, introduction to depth averaged modeling and user's manual. University of Alberta, September, 2002. 119pp.

United States Fish and Wildlife Service. 2011. Flow-habitat relationships for fall-run Chinook salmon and steelhead/rainbow trout spawning in Clear Creek between Clear Creek Road and the Sacramento River. Final Report, United States Fish and Wildlife Service, SFWO, The Restoration and Monitoring Program, Sacramento, CA. 109pp.

Task 2 – Seasonal Fish Use of Putah Creek Interdam Reach Side Channel Habitats

Shallow water slow velocity habitats, including side channel areas, serve as important rearing areas for young-of-the-year fish. They also serve as refuge areas from large predators and winter floods for the early life stages of fish (Morley et al. 2005). Poor recruitment arising from lack of shallow depth, slow current velocity areas has been identified as a habitat bottleneck for many fish species (Bowen et al. 2003). Moore and Gregory (1988) found a direct relationship between trout fry production and the amount of lateral habitats, which included margins, backwaters, and side channel habitats. Most trout fry remained in these lateral habitats until the end of their first summer. The interdam reach (IDR) of Putah Creek is a popular trout fishing area that attracts sport anglers from around northern California. High flow releases in the IDR occur throughout the late spring and summer and into the fall for irrigation diversions downstream. The side channel habitats along the IDR of Putah Creek probably represent the most suitable rearing areas for trout fry, but little is known about their use by the native trout populations in the IDR. This proposal is will evaluate the seasonal use by trout and other resident fish species of side channel habitat in the IDR of Putah Creek to help identify the seasonal use of these areas, and help direct opportunities for potential habitat enhancements.

Surveys will consist of backpack electrofishing surveys along three to five accessible side channel areas in the IDR conducted over a yearly time frame, preferably bimonthly, but at least once every three months to help identify seasonal abundance and use of these rearing areas in the IDR. Study locations will be identified from aerial photos as well as any angler or agency input. Study sites may be limited by the ability to access sites across private property. It is assumed that SID and SCWA will help coordinate access at those sites.

SCHEDULE

The surveys will be conducted over a twelve month period, and hopefully will include four to six separate surveys.

Task 2 - Estimated Time & Materials Budget - \$22,900 to \$33,100 depending on number of surveys

- Bowen, Z.H., K.D. Bovee, and T.J. Waddle. 2003. Effects of flow regulation on shallow-water habitat dynamics and floodplain connectivity. *Transactions of the American Fisheries Society* 132(4):809-823.
- Moore, K.M.S., and S.V. Gregory. 1988. Summer habitat utilization and ecology of cutthroat trout fry (*Salmo clarki*) in Cascade Mountain streams. *Canadian Journal of Fisheries and Aquatic Sciences* 45:1921-1930.
- Morley, S.A., P.S. Garcia, T.R. Bennett, and P. Roni. 2005. Juvenile salmonid (*Oncorhynchus* spp.) use of constructed and natural side channels in Pacific Northwest rivers. *Canadian Journal of Fisheries and Aquatic Sciences* 62:2811–2821.

EXHIBIT B

RATE OF COMPENSATION



NORMANDEAU ASSOCIATES

ENVIRONMENTAL CONSULTANTS

890 L Street

Arcata, California 95521

Telephone (707) 822-8478

Facsimile (707) 822-8842

E-mail: tsalamunovich@normandeau.com

Date: 31 March 2014

Cost Estimate: 2014 Putah Creek IDR Side Channel 2-D Model Development
One PS / One SS

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

COST VARIABLES			RATE
Principal Scientist (PS)	labor/hr		\$114.00
Senior Scientist (SS)	labor/hr		\$88.00
Lodging	cost/night		\$90.00
Meals	cost/day		\$40.00
Vehicle rental	cost/day		\$60.00
Mileage for company truck (if used instead of rental)	cost/mile		\$0.560
Manual total station	cost/day		\$100.000
Survey Equipment	cost/day		\$75.000

JOB ELEMENTS

		HOURS	COST
Task 1 - Project Management/Study Coordination/Equipment Preparation			
Labor	PS hours	6	684.00
	SS hours	6	528.00
Task 1 Subtotal			1,212.00
Task 2 - Additional Water Surface Elevation Data Collection for 2D Model Calibration (assume two separate trips; already have WSEL data for 90 cfs two side channel sites)			
Labor	PS	14	1,596.00
	SS hours	14	1,232.00
Travel	PS	22	2,508.00
	SS hours	22	1,936.00
Manual total station	days	2	200.00
Survey Equipment	days	2	150.00
Lodging	night	4	360.00
Meals	days	4	160.00
Vehicle rental	days	4	240.00
Gas for rental vehicle			200.00
Task 2 Subtotal			8,582.00
Task 3 - Data Processing, 2D Model Development & Reporting			
Labor	PS	10	1,140.00
	SS hours	100	8,800.00
Task 4 Subtotal			9,940.00
All Tasks Total			\$19,734.00



NORMANDEAU ASSOCIATES

ENVIRONMENTAL CONSULTANTS

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

Date: 31 March 2014
Cost Estimate: Seasonal Fish Use of Interdam Reach Side Channel Habitat
One PS / One FT4

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

COST VARIABLES			RATE
Principal Scientist (PS)	labor/hr		\$114.00
Fisheries Technician III (FT3)	labor/hr		\$60.00
Backpack Electrofisher rental	charge/day		\$100.00
Field Survey equipment	charge/day		\$110.50
Lodging	cost/person/night		\$90.00
Meals	cost/person/night		\$40.00
Vehicle rental	cost/day		\$60.00
Mileage for company truck	cost/mile		\$0.560

JOB ELEMENTS

		HOURS	COST
Task 1 - Study Coordination & Equipment Preparation			
Labor	PS hours	8	912.00
Task 1 Subtotal			912.00
Task 2 - Field Survey (cost per trip for one PS and one FT3)			
Labor	PS hours	10	1,140.00
	FT3 hours	10	600.00
Travel	PS hours	11	1,254.00
	FT3 hours	11	660.00
Electrofisher	days	1	100.00
Equipment	days	1	110.50
Lodging	night	2	180.00
Meals	days	4	160.00
Mileage	miles	700	392.00
Task 2 per Survey Subtotal			4,596.50
Task 2 Six Survey Subtotal			27,579.00
Task 2 Four Survey Subtotal			18,386.00
Task 3 - Analysis & reporting			
Labor	PS hours	32	3,648.00
Task 3 Subtotal			3,648.00
6 Survey All Tasks Total			\$32,139.00

Name of Project: **PSC Headworks Automatic Screen Cleaner**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective June 12, 2014**, 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 **Ovivo USA, LLC**, hereinafter referred to as "Contractor."

The Agency requires services for the **PSC Headworks Automatic Screen Cleaner**; 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 **PSC Headworks Automatic Screen Cleaner**, 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 **\$56,750** for all work contemplated by this Agreement, payable within thirty (30) days of delivery of the materials set forth on Exhibit A.

3. 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.

4. 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.

5. INDEMNIFY AND HOLD HARMLESS

Contractor shall hold harmless, defend, and indemnify the Agency and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, strictly to the extent of Contractor's fault.

To the extent permissible by applicable law, Contractor shall have no liability for professional negligence or other claims in connection with this Agreement in excess of the cost of correcting any defects, or in the absence of any defect, in excess of the value of Compensation specific in Section 2, above, except that this limitation shall not be applicable for claims for third party injury, death, or property damage, nor shall this limitation apply to claims resulting from the willful misconduct or gross negligence of the Contractor.

Notwithstanding any other provision of the Agreement to the contrary, in no event shall Contractor be liable for any punitive, exemplary, special, incidental, or consequential loss or damage suffered by Agency in connection with this Agreement.

6. 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.

7. 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.

8. 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.

9. 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. Notwithstanding the foregoing, the ownership of any and all intellectual property incorporating the equipment supplied, and its related documents, drawings, designs, technical manuals and other information provided to Agency in conjunction with the

purchase of Contractor's products and related services remain vested with Contractor. However, Contractor agrees to grant and hereby grants an irrevocable, permanent, non-exclusive, royalty-free license to utilize all of Contractor's patents, copyrights, and other proprietary information and the patents, copyrights and other proprietary information of its subcontractors (to the extent of Contractor's rights thereto), as all such proprietary rights apply to the equipment or services provided to the Agency, to the extent reasonably necessary for the operation, maintenance, repair of the equipment or any subsystem or component thereof designed by Contractor.

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, Suite 203
Vacaville, CA 95688

CONTRACTOR

Guy Beauchesne, Global Marketing Manager
Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123

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

Ovivo USA, LLC

By: _____
David B. Okita,
General Manager

By: _____
Guy Beauchesne,
Global Marketing Manager

EXHIBIT A

SCOPE OF SERVICES

Task 1 – Submittal Drawings & Design Calculations

Contractor will provide to the Agency submittal drawings and design calculations for the proposed Super or Heavy Duty Ovivo™ Brackett Green® Raking System at the PSC Headwork facility.

Total = \$48,000

Task 2 – Onsite Field Support

The Contractor will provide onsite field support during construction of the Super or Heavy Duty Ovivo™ Brackett Green® Raking System at the PSC Headwork facility. The onsite field support will consist of one (1) trip, with five (5) days of onsite field support. The Contractor will be expected to work closely with the awarded Construction Contractor and the Agency on the scheduling of the onsite field support.

Total = \$8,750

AGREEMENT

Between

Pacific Gas and Electric Company

And

Solano County Water Agency

This AGREEMENT (“Agreement”) is by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E”), and Solano county Water Agency “Solano County” (hereinafter each referred to as “PG&E” and “Agency” respectively, and “the Parties” collectively, and shall become effective on the latest date on which this Agreement is signed by the authorized representatives of the Parties (the “Effective Date”).

Recitals

WHEREAS, the California Public Utilities Commission (“CPUC”) has funded the Mass Market Program (“Program”) as a voluntary program which encourages Californians to reduce their household electrical appliance energy demand by providing a monetary rebate to individual consumers for the purchase of household appliances that are listed as ENERGY STAR Most Efficient; and

WHEREAS, PG&E is one entity which has been designated by the CPUC as a distributor of Program rebate funds to Californians who purchase energy-efficient household appliances; and

WHEREAS, the Agency also provides a voluntary rebate program which encourages customers being served by such Agency to conserve water resources by purchasing water-resource-efficient household appliances; and

WHEREAS, the Parties wish to facilitate payments of monetary rebates to customers being served by both the Agency and PG&E, who purchase household appliances that are both energy- and water-resource-efficient (the “Initiative”); and

WHEREAS, the Parties designate PG&E as the entity responsible for administering the Initiative on a day-to-day basis, including the paying out of rebate monies to customers; and

WHEREAS, each Party has designated a Project and/or Program Manager as its representative for this Initiative (each a “Project Manager” for purposes of this Agreement); and

WHEREAS, each of the Parties desire to enter into this Agreement to set forth the rights and responsibilities of each, concerning the funding and conduct of the Initiative to be carried out by PG&E pursuant to the terms and conditions of the Parties’ respective programs;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth

1. Management of the Initiative

- (a) Agency authorizes and appoints PG&E to be the primary point of contact to administer and manage the Initiative as specifically described in Attachment 1 for fees provided in Attachment 2, which are incorporated into this Agreement by this reference.
- (b) In the event of a disagreement or dispute, the Parties will first meet and discuss a mutually agreeable resolution so that the Initiative may continue. Agency and PG&E will first attempt to resolve the dispute through their respective project managers, and if the project managers are unable to resolve the dispute, the discussion will be elevated to Agency's General Manager and PG&E Manager. If the dispute remains unresolved, then Agency and PG&E may pursue other remedies, including termination for default.

2. Approval, Verification and Payment of Agency's Customer Rebates

All of Agency's customers' applications for rebate payments, submitted as a part of the Initiative under this Agreement, will be submitted directly to PG&E. PG&E shall verify with Agency, as part of its administration of the Initiative, the status of the customer's residency within said Agency, according to Attachment 1, Sections 2.2.2 and 2.2.3, attached and incorporated into this agreement by reference. Agency agrees to either confirm or deny each individual customer's status in a timely manner, as described in Attachment 1, Sections 2.2.4, attached and incorporated into this agreement by reference.

3. Program and Initiative Funding

Agency will pay PG&E for administering the Initiative pursuant to Attachment 2, Rates & Charges, which is incorporated into this agreement by reference. PG&E shall invoice Agency monthly within thirty (30) calendar days of the first of each month, during the Term of this Agreement, for reimbursement of customer rebates paid on its behalf and its share of administrative costs incurred by PG&E. Agency agrees to pay all PG&E invoices within thirty (30) calendar days.

Agency shall share costs of funding for advertising and marketing of its rebate program to its customers (as associated with the Initiative) and will reimburse PG&E as set forth in Attachment 2, Section 2.4 for its share of actual advertising and marketing costs incurred by PG&E. The cost of optional advertising funding shall be negotiated and mutually agreed upon in advance by both Parties. Agency's portion of any such advertising and marketing costs shall be reimbursed to PG&E in accordance with Attachment 2. Agency portion of marketing and advertising direct costs shall not exceed **\$20,000** during the Term, unless by written amendment of this agreement.

4. No Warranty

PG&E does not guarantee the number of rebates that will be processed under the Initiative, nor does it guarantee any amount of water-resource savings or reductions in use being realized for the Agency as a result of the Initiative.

5. Confidential and Proprietary Information

PG&E agrees that Agency's data and information may contain confidential or proprietary information including, but not limited to, customer information. Agency agrees to mark all confidential information. The Agency hereby agrees that any report or information (including customer data), or any part thereof, may be disclosed to the CPUC upon request of the CPUC. PG&E shall notify Agency with as much advance written notice as possible prior to sending any confidential data to the CPUC and describe specifically the data being sent, whenever possible.

6. Intellectual Property

PG&E will maintain the www.waterenergysavings.com website, and Agency may continue to contribute information, and post its name and logo. The Parties may also develop other customer-facing communications relating to the Initiative.

For purposes of this Agreement, "Intellectual Property Rights" means all known (1) rights associated with works of authorship, including copyrights, moral rights, and mask-works; (2) trademark, service mark, trade name, and trade dress rights and similar rights; (3) other intellectual property rights that either party may specifically identify.

The parties acknowledge that they each own certain Intellectual Property Rights prior to entering into this Agreement, and that nothing in this Agreement impacts or changes those pre-existing Intellectual Property Rights.

Each party warrants to the other that Intellectual Property it provides for the Initiative shall not infringe the Intellectual Property rights of any third party, including copyright, trademark, and patent or license infringement.

If either Party solely with its own funds develops new Intellectual Property Rights in connection with its participation in the Initiative that Party will own all rights and title to the Initiative-Related Intellectual Property that it develops. If PG&E develops new Intellectual Property Rights in performing services pursuant to this Agreement that is paid for in whole or in part by Agency, such Intellectual Property rights shall be described as "Initiative-Related Intellectual Property."

The Party who develops and owns Initiative-Related Intellectual Property hereby grants the other Party a perpetual, non-exclusive, royalty-free, no-charge license to use the Initiative-Related Intellectual Property. The license is non-transferable. Either Party may change, modify, or alter the Initiative-Related Intellectual Property for its own purposes. But neither Party may use modified Initiative-Related Intellectual Property that includes the name or logo of the other Party without first obtaining advance written permission of the other Party.

7. Limitation of Liability

Neither Party shall be liable to the other for any punitive, special, indirect, incidental or consequential damages whatsoever whether in contract, tort (including negligence), strict liability or otherwise, resulting from the Parties' performance or nonperformance of its obligations under this Agreement, or in the event of the cancellation or termination of this Agreement

In no event shall the total cumulative liability of either Party to the other, arising out of or in connection with confidentiality obligations under this Section 8, exceed the amounts paid out to PG&E's and Agency's customers as a part of the Initiative during the Term.

8. Term

This Agreement shall be effective as of the Effective Date, and shall continue in effect through June 30, 2015 in order to complete the services established in Attachment 1 (the "Term") unless earlier terminated in accordance with this Agreement. The Parties may mutually agree to further extend the term of this Agreement for an additional period of one year, under the Terms and Conditions herein specified. The parties agree to review the payment terms annually (at the inception of each new calendar year) and will make any mutually agreeable modifications in writing. This provision makes it an obligation to meet and confer not to modify any terms unless mutually agreed to by the parties.

9. Cancellation and Termination of Agreement

(a) **Cancellation or Termination:** Either party may cancel its participation in this Agreement with or without cause, or upon withdrawal/depletion of either party's funding of its rebate program, upon thirty (30) calendar days written notice to the other party. Either party may terminate for the other party's default on ten (10) days notice if the defaulting party does not cure the default within 10 days written notice of the default. PG&E will inform retailers and post information on the website that rebate applications will be accepted for the cancelling party for 30 calendar days after the notice of cancellation.

(b) **Effect on Continuation of the Initiative:** In the event that the Agency terminates this Agreement, or fails to or is unable to pay its share as provided for, PG&E may, without waiving any other rights, continue honoring its own rebate commitments under the Program and stop paying Agency rebates, without prejudice.

(c) **Effect of PG&E Cancellation or Termination:** In the event that PG&E elects to cancel or terminate its participation in this Agreement prior to the expiration of the Term, with or without cause, or fails to or is unable to make payments on its share as provided for herein, the Agency, at their sole option without waiving any other may elect to continue the Initiative with any or all input data as may have been furnished by PG&E up to PG&E's date of cancellation or termination. The Agency shall reimburse PG&E for all undisputed amounts owed to PG&E by the Agency up to the effective date of PG&E's cancellation or termination, set forth in Section 3. If the Agency desires PG&E to continue to offer rebate processing services, PG&E shall provide those services and charge the Agency the full cost of processing the rebates as described in Attachment 2, Rates & Charges.

10. Governing Law

The laws of the State of California shall govern the construction, validity, performance and effect of this Agreement for all purposes, without regard for its conflict of law principles.

11. Amendments

If either party desires a modification of this Agreement, the party shall, upon reasonable notice of the proposed modification, confer with the other party in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed by the Parties hereto by their representatives duly authorized to execute such amendment.

12. Assignment

Except as otherwise permitted herein, neither this Agreement nor any rights or obligations of either party shall be assigned or otherwise transferred without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

13. Independent Parties

For the purposes of this Agreement, the Parties are jointly funding the Initiative. The relationship of the Parties is that of independent parties and not as agents of each other or as joint-venturers or partners. The Agency shall maintain sole and exclusive control over its personnel and operations. PG&E shall maintain sole and exclusive control over its personnel and operations.

14. Use of Name or Endorsements

Neither Party shall use the name of the other, on or with regard to any product or service which is not directly related to this Agreement, without the prior written approval of the other Party. By entering into this Agreement, neither Party directly or indirectly endorses any product or service provided, or to be provided, by the other, its successors or assignees.

15. Entire Agreement

This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

16. Counterparts

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart.

17. Compliance with Laws

The Parties hereto, in undertaking their obligations hereunder, or any of them, shall comply with all laws and governmental rules and regulations, state, national, or local, or any of them.

18. Non-Discrimination

PG&E shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Parties by their respective authorized officers (or respective designee) as of the year and dates written below.

**Pacific Gas and Electric Company, a
California corporation**

**David Okita, General Manager
Solano County Water Agency**

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

ATTACHMENT 1

High Efficiency Cooperative Clothes Washer Rebate Initiative

SCOPE OF SERVICES

The goal of this Cooperative Initiative (Initiative) is to promote the most water- and energy-efficient clothes washers available. The Initiative is designed to give the customer a single, greater dollar rebate amount, streamline the rebate application experience, and enhance knowledge about the issues surrounding water and energy efficiency.

I. INITIATIVE SCHEDULE

1.1 Initiative Schedule

1.1.1 PG&E shall provide Initiative Start-Up services upon receipt of a Notice to Proceed by the Agency. Initiative start-up services shall include the initial development and distribution of printed Initiative materials in cooperation with participating Agency, database and database report processes, and the Initiative website development.

1.1.2 PG&E shall process and issue Rebates to Agency customers for equipment purchases made during the Initiative Period from **July 1, 2014 to December 31, 2014 (Initiative Period)**. The parties agree to review the payment terms annually (at the inception of each new calendar year) and will make any mutually agreeable modifications in writing. This provision makes it an obligation to meet and confer not to modify any terms unless mutually agreed to by the parties.

1.1.3 PG&E shall provide Initiative Administrative and Marketing Services to include Rebate processing, record keeping and reporting, funds management, and customer service during the Initiative Period.

1.1.4 PG&E shall process Rebate applications and issue Rebates funded through PG&E and Agency for their respective customer equipment purchases made during the Initiative Period and Rebate applications received through received deadline of March 1, 2015.

1.1.5 PG&E shall provide Initiative Closeout Services to include the final reconciliation, final funds transfer, and records transfer to be provided by June 30, 2015. PG&E shall retain ownership of Rebate applications and data for a period of ten (10) years with Agency right to report and examine.

1.2 Schedule for Deliverables and Rebate Processing

1.2.1 PG&E shall perform work within the Schedule for deliverables for each task described in Section II of this Attachment 1. PG&E's Program Manager shall notify Agency's Project Manager or designated Agency staff as soon as possible in the event that a deliverable(s) cannot be completed within its Schedule. PG&E will confer with Agency Project Manager or designated Agency staff regarding the reason for delay, possible remedial actions, and establish a revised schedule for the deliverables).

1.2.2 The total Rebate processing time for all Rebate applications shall be within an eight (8) week period, beginning with PG&E receipt of a completed Agency-customer rebate application form and all supporting documentation. PG&E shall date stamp all applications within one (1) business-day of date of receipt. If a rebate application is incorrect, incomplete, and/or missing required documentation, a "problem letter" will be generated and sent to the customer (See Section 2.2.5). In the event of an issuance of a problem letter, the eight (8) week processing period shall begin when the customer provides all necessary information to PG&E. Once during each week during Initiative period, PG&E shall submit electronic application report(s) to Agency for approval, denial or pending status of individual application records. Agency shall provide an application status for individual application records that were not previously placed in pending status within ten (10) business days. For those applications that were previously placed in pending status, Agency shall provide application status for individual application records within five (5) business days. When Agency returns application report to PG&E, PG&E shall issue rebate payments to customers within an eight (8) week processing period. In the event Agency delays its application approvals, PG&E will issue a PG&E rebate and approved Agency rebate will be paid upon receipt of the verification file and an additional processing cost will be invoked (See Attachment 2, Rates & Charges).

1.2.3 Agency shall pay reduced rebate processing fees to PG&E for rebate applications processed by PG&E outside the eight (8) week rebate timeline per the compensation schedule described herein (See Attachment 2, Rates & Charges).

II. CONTRACTED SERVICES AND SCHEDULE FOR DELIVERABLES

PG&E shall provide the following:

2.1 Initiative Start-up

2.1.1 Provide to Agency a description of verification and validation rules enforced by the database, and descriptions of all standard reports.
Schedule: Within three (3) weeks of Notice to Proceed.

2.1.2 Provide Agency with a test transmittal of all database reports to be delivered to Agency as part of the rebate processing services.

Schedule: Within four (4) weeks of Notice to Proceed.

2.1.3 Print and distribute rebate application forms for the duration of the rebate offer represented on the application form in a quantity sufficient to supply forms to retailers directly, to customer upon request, and to Agency for its own supplementary distribution to retailers and customers. The duration of the rebate offer represented on the application form will average six (6) months but may vary at the discretion of PG&E and Agency.

The Rebate application form shall include PG&E branding and logo and Agency group initiative branding and logo and clearly describe all initiative information in an agreed upon format. PG&E and Agency shall each approve the Rebate application content and artwork prior to printing. If either party fails to provide necessary information required by the deadline dates causing additional costs (i.e., extra drafts, reprints or expedited delivery needed), the party who created the delay will be solely responsible to bear these and any other additional costs.

Production and Delivery Schedule: Eight (8) weeks prior to materials delivery date – provide changes for application and other POP Materials

Seven (7) weeks prior to material delivery date – review first draft

Six (6) weeks prior to material delivery date – changes/additions/deletions due

Five (5) weeks prior to material delivery date – final draft review and approval

Four (4) weeks prior to material delivery date – all material sent to print

Delivery date will be 3 – 5 business days prior to the initiative period for shipping initiative materials to reach all retailers in an Agency's service territory.

2.1.4 PG&E's field team will identify qualifying products by placing program point of purchase material on the product at retailers within participating territory.

2.1.5 PG&E will maintain a customer toll free call center. PG&E and Agency will develop a script to handle water and Initiative related frequent asked questions (FAQs). Agency will provide a contact name and phone number for customer inquiries related to water that PG&E cannot field.

Schedule: During the duration of the Initiative Period. Agency will provide contact name and phone number not later than four (4) weeks prior to the Initiative launch date. Agency will provide updates as necessary. PG&E will update call center within five (5) business days of its receipt of updated information from Agency.

2.1.6 PG&E will work with Agency to develop a list of clothes washer retailers within the Agency water service area where initiative materials are to be faxed or mailed and where site visits will be conducted.

Schedule: Develop cooperatively at least thirty (30) days prior to Initiative start-up.

2.1.7 PG&E will keep the unique domain name registered and server space procured, and will continue to design and update a website to promote and support the Initiative (See Attachment 2, Rates & Charges Section 2.1.7).

2.2 PG&E Rebate Processing

PG&E rebate processing services shall include the following:

2.2.1 Verify product qualification, PG&E customer qualification, completeness of application and the inclusion of required documents with application form. Transmit customer's rebate information to appropriate participating Agency for verification of customer status by Agency.

2.2.2 PG&E shall enter all Rebate application data in an Initiative database. The database will be maintained to include complete records of all received, denied, authorized, and paid rebates, for all rebate applications processed by PG&E during the Initiative Period. If this Agreement is terminated by either party, PG&E agrees to transfer all Agency electronic files pertaining to Agency's customers to Agency or an Agency-designated third party. Such files will include all data pertaining to Agency's customers collected for the duration of the Initiative. PG&E agrees to transfer electronic files in current Microsoft Excel or Microsoft Access format, or in another format agreed by the parties.

Schedule: Agency will verify application data within ten (10) working days of receipt. For customers marked pending by Agency, PG&E will wait another five (5) working days from when the customer record was originally sent in the Weekly Rebate Application Report before PG&E pays the application for the PG&E portion of the rebate.

Schedule: PG&E will verify and enter data within twenty (20) working days of receipt of the Rebate application.

2.2.3 PG&E will prepare and send database report(s) (Weekly Rebate Application Report(s)) once each week to Agency. These Weekly Rebate Application Report(s) will consist of recorded rebate applications with installation address, zip codes within the Agency water service area. These Weekly Rebate Application Report(s) will be forwarded to Agency who shall designate a Project Manager to receive all such database records to via email in current Microsoft Excel or Microsoft Access format, or in another agreed upon format. Database records shall include the following fields: the rebate application number, applicant first and last names, applicant mailing address (e.g., post office box, street, apartment or unit number, city, state, and zip code), clothes washer installation address (street, apartment or unit number, city, state, and zip code), Agency water service account number (if available), applicant telephone number, brand, model number, retail purchase price, retail store, CEE Tier, Modified Energy Factor (MEF) and Water Factor (WF) when available, site inspection, rebate dollar amount, an approved/denied field, a comments field, purchase date, installation date, the date PG&E received the application, and include third party information where

applicable. In the event the applicant does not provide Agency name and/or account number, and the applicant is in a zip code shared by two (2) or more Agencies, PG&E will send applicant information to two (2) or more Agencies, and one will approve, while the other(s) will deny. Only one Agency will approve an application record for rebate. Only the Agency that approves will be charged a rebate and processing fee for the rebate application. In the event that both Agencies disapprove an application, PG&E will review the denial reasons in an attempt to establish customer ownership. If customer ownership cannot be established, the Agency that was the last to respond is responsible for the processing fee.

Schedule: PG&E will forward Weekly Rebate Application Report(s) to the Agency on each Sunday of each week during the Initiative period.

2.2.4 Agency shall review all Weekly Rebate Application Report(s) and assign each customer rebate application record a denied, approved, or pending status. Agency will forward a verified Weekly Rebate Application Report to PG&E. PG&E will update all initiative database records with Agency provided customer information corrections and rebate status. For customers marked pending by Agency, PG&E will pay PG&E's portion of the rebate after fifteen (15) business days from when the customer record is initially sent in the Weekly Rebate Application Report to Agency. If Agency approves their portion of the rebate after the "pending" timeframe (15 days from receipt of Weekly Rebate Application Report) the Agency will be charged a fee for PG&E to mail an additional check with the Agency's rebate portion (See Attachment 2, Rates & Charges Section 2.2.4).

Schedule: Agency will verify all customer rebate application requests on the Weekly Rebate Application Report(s) and will send back a verified Weekly Rebate Application Report(s) within ten (10) working days of its initial receipt.

2.2.5 PG&E will issue rebate applicants who submit incomplete application forms, a letter, called "Problem Letters," which describe and request missing information and/or documentation. Problem letters shall be issued on PG&E letterhead. PG&E and Agency shall prepare a template for Problem Letters for this purpose. Incomplete applications are defined as initiative application forms without information and documentation required to determine applicant eligibility but do not include applications missing only the water service account number. PG&E shall forward to the Agency records of applications with missing Agency account numbers as described above in task 2.2.3. Problem letter shall state that customer must respond to the Problem Letter's request for information within sixty (60) days or the application will be denied.

2.2.6 PG&E will issue letters to applicants who submit ineligible applications, called "Denial Letters," that notify the customer of the denial of their application and state the reason(s) for the denial. Denial Letters for this Initiative shall be issued only for applications with clothes washer installation addresses within the Agency water service area. PG&E and Agency shall create Denial Form Letter to

be used for this purpose. If customer does not respond to problem letter within 60 days, PG&E will mail a denial letter to the customer. Bill Agency on a monthly basis for all “pending” now “denied” application records (See Attachment 2, Rates & Charges Section 2.2).

Schedule: PG&E will issue Denial Letter within five (5) business days from data entry of ineligible applications, within five (5) business days from receipt from Agency of denied application records, and within five (5) days from when application record changes status from “pending” to “now denied” status because customer did not respond to “problem letter” within the required 60 days.

2.2.7 Receive applicant responses to Problem Letters and Denial Letters within a 60 day timeframe as stated in the letter and, as necessary to maintain complete and accurate application records, update application records in Initiative database with applicant provided information, and will notify Agency of the updates that have been made to applications that would affect their records.

Schedule: Ongoing during initiative administration period.

2.2.8 PG&E will issue rebate payments to Agency customers with authorized rebate application records as indicated by status given by Agency in the Weekly Application Report(s). Checks shall be issued to the rebate applicant name and mailing address of Agency-authorized Payment Verification List records. Rebate checks with PG&E logo will include a letter indicating the purpose of the rebate payment and the payment amount from the Agency and from PG&E. The check stub will also indicate the portion of the rebate is attributed to the Agency. PG&E and Agency shall agree upon the wording of the letter to accompany the rebate check.

Schedule: Within five (5) working days of receipt of Agency-validated Weekly Rebate Application Report.

2.2.9 If applicant qualifies for a Agency rebate, but is not a PG&E customer, PG&E will issue a rebate check for the participating Agency and a letter stating the customer does not qualify for a PG&E rebate.

2.2.10 If a rebate check is returned to PG&E as undeliverable by the U.S. Postal Service, PG&E will attempt to locate the customer using PG&E customer database. If unsuccessful, PG&E will retain the check for three (3) years. If the customer contacts PG&E regarding their rebate check after ninety (90) days of return of check to PG&E, PG&E will issue a new check (See Attachment 2, Rates & Charges Section 2.2.10). After three years, those funds that are required to be will be escheated to the State of California per state law. Those funds that need not be escheated to the State will be reimbursed to the Agency.

2.2.11 After rebate issuance, PG&E shall send to Agency via email an electronic file in current Microsoft Excel or Microsoft Access format, or in another agreed upon format, with information for each rebate issued to Agency customers

including the individual rebate application number, the check number and the date of check issuance.

Schedule: PG&E shall issue within ten (10) business days after the end of the previous month for that month's rebate check issuance.

2.3 Administrative Services

PG&E shall provide the following administrative services:

2.3.1 When allowed by the CEC, PG&E will print and fax to retailers the CEE Clothes Washer Qualifying Product List based on regular changes and updates. Fax will include a coversheet with new Initiative information including, but not limited to, changes involving initiative requirements, AGENCY and PG&E rebate levels, AGENCY addition or departure from the Initiative, updates to the CEE Clothes Washer Qualifying Product List, and PG&E and AGENCY group Initiative logo and names.

2.3.2 During the term of this Agreement, PG&E will store all records pertaining to PG&E's administration of the Initiative for the Agency.

2.3.3 PG&E will submit a monthly invoice that itemizes 1) application processing fees and 2) rebates paid. Processing fees shall be assessed for all Agency-approved applications for which PG&E has issued a rebate, all customers denied by Agency and are not a customer of another Agency, and all applications the Agency later decides to pay for customer service purposes previously denied.

Schedule: Submit within thirty (30) calendar days after the end of each month during the term of the Agreement. Agency will pay invoices within thirty (30) calendar days.

2.3.4 PG&E will maintain a customer toll free call center during all normal PG&E business hours. PG&E will respond to all written and verbal customer inquiries and refer water questions to the appropriate Agency (see Scope of Services Section 2.1.5). The telephone line shall include a voice mail message service available to callers during all non-business hours during the application-processing period. PG&E shall respond to all voice mail messages received during the application-processing period. PG&E will track the number of phone calls based on specific inquiries for this initiative.

Schedule: Ongoing throughout initiative administration period. Submit phone call tracking data to Agency quarterly within fifteen (15) days of the end of the quarter. Respond to messages left on machine within twenty-four (24) hours during the week.

2.3.5 Reports Schedule

2.3.5a On a monthly basis provide Agency with a report delineating rebates paid by tier as well as rebates rejected.

Schedule: Deliver in electronic format and by direct mail by the thirtieth (30th) calendar day of the following month.

2.3.5b On a quarterly basis, provide Agency with a report aggregating the activities of all participating Agency by rebates paid by tier, those rejected, and those pending, including rebate application number, applicant first and last names, applicant mailing address (e.g., post office box, street, apartment or unit number, city, state, and zip code), clothes washer installation address (street, apartment or unit number, city, state, and zip code), Agency water service account number (if available), applicant telephone number, brand, model number, retail purchase price, retail store, CEE Tier, Modified Energy Factor (MEF) and Water Factor (WF) when available, site inspection, rebate dollar amount, an approved/denied field, a comments field, purchase date, installation date, the date PG&E received the application and include third party information where applicable. In the event the Agency does not want to participate in the aggregated reports, advanced notice should be given to PG&E and activity for Agency will be removed from the report.

Schedule: Deliver additional aggregate reports upon request, up to 2 reports per Agency per year.

2.3.5c On a biannual basis, provide Agency with a report aggregating the marketing costs on an as-spent basis.

Schedule: Bi-Annually

2.3.6 Conduct database and payment file troubleshooting.

Schedule: Respond to Agency about issues within two (2) business days of PG&E receipt Agency inquiry regarding and/or notification of problem.

2.3.7 Monitor and evaluate program participation and market data on at least an annual basis to assess the success of current Program Offering. The Program Offering is defined as the parameters, energy efficiency specifications that qualify a clothes washer to be a Qualifying Machine and the rebate amount that is offered to a customer for purchasing a Qualifying Machine. As a result of this analysis, PG&E will evaluate and institute Program Offering changes as agreed to by the participants.”

2.4 Marketing Services

PG&E and the Agency shall work together to provide the following marketing services:

2.4.1 PG&E and Agency will develop and PG&E will print Initiative application form during the Initiative period. Updates to the application form shall include rebate offer dates, rebate amounts, eligibility criteria, and participation or initiative rules.

Schedule: PG&E will revise and reprint application forms as needed during the initiative period using the following timeframe:

Eight (8) weeks prior to materials delivery date – provide changes, rebate values, etc. for application

Seven (7) weeks prior to material delivery date – review first draft

Six (6) weeks prior to material delivery date – changes/additions/deletions due
Five (5) weeks prior to material delivery date – final draft review and approval
Four (4) weeks prior to material delivery date – all material sent to print
Delivery date will be three to five (3 – 5) days before the start of a new initiative period to allow for shipping time of initiative materials to reach all retailers in an Agency service territory.

2.4.2 PG&E will maintain a website separate from PG&E's to include current initiative eligibility requirements, qualifying products list, rebate status and a link to PG&E's online application function. The Website shall include PG&E branding and logo and Agency branding and logo and clearly describe all initiative information in an agreed upon format by PG&E and Agency. Website information and function will include, but not be limited to, Initiative rules, a downloadable and printable application form, a link to an online application function, link to current CEE product eligibility list and Agency website, and summary of high-efficiency clothes washer technology and the consumer benefits of purchasing eligible products.

Schedule: PG&E will maintain current links to qualifying clothes washer model list, and update eligibility rules or funding amounts. Updates should be posted within three (3) business days of any changes determined by PG&E and Agency or based on CEE List updates.

2.4.3 PG&E will design and print point-of-purchase cling stickers (POP Ads) additional material to be determined with Initiative information. PG&E will arrange for distribution of POP material through field service and mail. PG&E will coordinate delivery of Agency's portion to Project Manager via mail. Artwork will be owned and licensed as described in Co-Funding Agreement, Section 8(b).

Schedule: PG&E will print and distribute quantity necessary for Initiative as agreed upon by PG&E and Agency (See Attachment 2, Rates & Charges Section 2.4.3).

2.4.4 PG&E will distribute Initiative application forms to contact persons at appliance retailers and to Agency via U.S. mail or other ground shipment provider as needed to keep appliance retailers supplied with forms (See Attachment 2, Rates & Charges Section 2.4.4).

Schedule: Mail within 3 days of the start of a new Initiative period. Mail within two (2) working days of PG&E receipt of request from appliance retailers or Agency thereafter.

2.4.5 PG&E will provide application forms and POP materials to the Agency for distribution to retailers through Agency field service visits.

Schedule: Ongoing. Mail within two (2) working days of receiving request.

2.5 Initiative Closeout Services

2.5.1 PG&E and Agency will resolve all pending rebates and PG&E will provide a final report accounting of all Initiative activity including the number of application received, number of rebates paid, value of rebates paid, number of applications denied, and a summary of phone call activity. The complete dataset for application records shall be in current Microsoft Excel or Microsoft Access format, or in another mutually agreed upon format.

2014 Agreement Schedule: By March 31, 2015

2.5.2 PG&E and Agency shall update website accordingly including content, artwork and initiative guidelines developed for the Initiative.

2014 Agreement Schedule: Until March 31, 2015

2.5.3 PG&E shall retain all paper records for a period of ten (10) years with Agency right to examination with a prior written request.

**Co-Funding Agreement
Between
Pacific Gas & Electric Company and Solano County Water Agency**

High Efficiency Clothes Washer Rebate Initiative

ATTACHMENT 2

RATES & CHARGES

Compensation for services provided in Attachment 1, SCOPE OF SERVICES, shall be in accordance with the methods and specific amounts described in this Attachment. **The total amount to be paid under this agreement shall not exceed \$200,000 per year.** Rates and charges are described below:

Solano County shall pay PG&E only the actual costs incurred (administrative and direct), for providing the services set forth in the Agreement, subject to the agreed cost ceiling established below. PG&E certifies that the cost and pricing information used herein are complete, current and accurate. Administrative and per unit rebate processing rates shall not increase regardless of the number of Agencies participating in the Initiative. PG&E acknowledges that it will expend public funds and hereby agrees to use every appropriate method to contain its fees and minimize costs under this Agreement.

Compensation for PG&E services authorized shall be on a cost reimbursement basis and include a combination of per unit fees and reimbursement of direct marketing costs.

Rebates will be offered for Consortium for Energy Efficiency (CEE) Tier 3 Clothes Washers by Solano County at a rate of \$50.00. A rebate of \$200 (apportioned \$75.00 from PG&E, \$125.00 from Solano County) will be paid for ENERGY STAR Most Efficient machines. Solano County may change the portion of the rebate it pays (i.e., from \$125 or \$50) during the Initiative period.

PG&E shall invoice Solano County monthly within thirty (30) calendar days of the first of each month, during the Term of this Agreement, for customer rebates paid on the behalf of Solano County and its share of administrative costs incurred by PG&E during the preceding month. Invoices shall indicate the administrative costs separately from the rebate reimbursement. Solano County agrees to pay all approved PG&E invoices within thirty (30) calendar days.

Costs to be paid comprise the following:

2.2 Rebate Processing

Rebate processing services will include all aspects discussed in Attachment 1, Section II Contracted Services and Schedule for Deliverables, 2.2 PG&E Rebate Processing.

A) Standard Processing Fees:

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Agreement – July 2014

PG&E will charge agency an application fee of \$20 for processing of applications of CEE Tier 3 clothes washers. PG&E will provide agency a credit of \$10 toward the processing fees for all approved applications that are PG&E customers. For applications related to ENERGY STAR Most Efficient qualifying products, Solano County agrees to pay up to \$10.00 per rebate processed (represents 50% of processing cost, i.e. the number of rebates approved or denied by Solano County).

If PG&E withdraws as a participant, Solano County shall pay the full rebate processing cost of \$20.00 per application (See Co-Funding Agreement, Section 12(c)).

B) Late Processing Fee Due to Solano County Delay:

Solano County shall pay \$20.00 per rebate (100% of processing cost) if Solano County delays its approval beyond the “pending timeframe” (See Attachment 1, Sections 1.2.2 AND 2.2.4).

C) Late Processing Fee Due to PG&E Delay:

Solano County shall pay reduced rebate processing fees to PG&E if PG&E causes the rebate to be processed outside the 8 week timeframe (See Attachment 1, Section 1.2.3). The rebate processing fee will be reduced to \$5.00 per application if the PG&E process causes the rebate to be paid after the 8 week rebate timeframe, but less than 12 weeks. The rebate processing fee will be completely waived if the PG&E process causes the rebate to be paid after a 12 week timeframe.

D) Reprocessing Check Fee

Solano County shall pay \$20.00 per check (50% of cancel, re-process and mail costs) if the customer contacts PG&E regarding their rebate check after ninety (90) days of return of check to PG&E or if a check needs to be cancelled and re-issued for reasons unrelated to processing error (See Attachment 1, Section 2.2.10).

Total Rebate Processing Cost Ceiling: \$5,000

No fee shall be charged for applications submitted for customers who are within the service area of a non-participating water agency.

2.3 Administrative Services

2.3.1 Identification of Qualifying Products

PG&E’s field team personnel will identify qualifying products of the program by placing program point-of-purchase material on the products at retail outlets within participating regions.

2.4 Marketing Services

Direct Costs

The Direct marketing service costs shall be as follows:

Item	Estimated 1-Year Total Cost	Basis for Solano County portion	Solano County Estimated 1-Year Cost
<u>Website</u> Labor costs to maintain and update website and cost to renew domain name	\$3,000	The cost will be divided equally by each participating water agency and PG&E. See table below for cost allocation percentages	\$300
<u>Application</u> Develop, update and print Rebate Application forms	\$45,000	PG&E pays 50% and Solano County pays 0.6 % of the cost. See table below for the cost allocation percentages	\$270
<u>POP Materials</u> Design, print and distribute Point of Purchase Materials including cling sticks and table-tents	\$4,000	PG&E pays 50% and Solano County pays .6% of the cost. See table below for the cost allocation percentages	\$24

Cost Allocation Percentages Table

Agency Name	Website Costs Allocation (%)	POP and Application Costs Allocation (%)
PG&E	9.1%	50%
ACWD	9.1%	3.6%
BAWSCA	9.1%	7.7%
CCWD	9.1%	4.1%
EBMUD	9.1%	10.0%
SCVWD	9.1%	14.9%
SFPUC	9.1%	4.5%
Zone 7	9.1%	2.6%
City of Napa	9.1%	0.7%
Solano County	9.1%	1.4%
City of Davis	9.1%	0.4%

Optional Service Costs

Optional Service Costs are defined as costs for services such as print, radio, or television advertising or other marketing of the Initiative that are not included as Direct Costs. Optional Service Costs shall be negotiated and mutually agreed upon in advance by both PG&E and Solano County.

Total Marketing Cost Ceiling: \$5,000

Late Entry

If an Agency enters into the Agreement after the Effective Date, that Agency will pay an Initiative fee which will include a flat rate for Initiative Start-Up services and incur other pro-rated Marketing and Administrative costs.

2.5 Programming Services

Agency will pay an Initiative Start-Up fee if they would like to have rebate amount switched after the Effective Date.

Initiative Start-Up Cost Ceiling: \$400

The following services will be provided by PG&E at no charge to Solano County:

2.1 Initiative Start-up

- 2.1.1 Provide description of database business rules and standard reports.
- 2.1.2 Provide test transmittal of all database reports.
- 2.1.4 Print and distribute Consortium for Energy Efficiency Qualifying Washers List
- 2.1.5 Maintain a customer toll free call center.

2.3 Administrative Services

Administrative services will include all aspects discussed in Attachment 1, Section II Contracted Services and Schedule for Deliverables, 2.3 Administrative Services except as outlined above.

2.4 Marketing Services

- 2.4.3 Field Service visits to Retailers

2.5 Initiative Closeout Services

Initiative closeout services will include all aspects discussed in Attachment 1, Section II Contracted Services and Schedule for Deliverables, 2.5 Initiative Closeout Services.

Name of Project: **Lake Berryessa Outreach**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective** July 1, 2014 is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and the Solano Resource Conservation District, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$54,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

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

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

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

8. INSURANCE

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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
a Public Agency

Solano Resource Conservation District

By: _____
David B. Okita,
General Manager

By: _____
Joe Martinez,
Board President

EXHIBIT A

SCOPE OF SERVICES

The Solano Resource Conservation District will provide public education and outreach for Lake Berryessa, with a specific focus on protecting water quality and invasive species education. The Solano Resource Conservation District will also oversee the Lake Berryessa Outreach program and participate in other activities as needed such as the Lake Berryessa Partnership. This contract will provided \$18,000 per calendar year for a total of three years.

<u>Calendar Year</u>	<u>Amount</u>
2014	\$18,000
2015	\$18,000
2016	\$18,000

Total = \$54,000

EXHIBIT B

RATE OF COMPENSATION

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

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

SOLANO COUNTY WATER AGENCY

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT NUMBER: 1

CONTRACTOR: Solano Resource Conservation District

EFFECTIVE DATE: July 1, 2014

PROJECT: Suisun Marsh Watershed Education Program

DESCRIPTION OF AMENDMENT:

1. Increase contract amount by \$6,264 from \$121,000 to \$127,264.

SIGNATURES:

Solano County Water Agency,
a Public Agency

Solano Resource Conservation District

By: _____
David Okita,
General Manager

By: _____
Joe Martinez,
Board President

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, 2014**, 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 \$142,176** 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. 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: _____
David Okita, General Manager

By: _____
Ken. W. Davis

EXHIBIT A
SCOPE OF SERVICES

Master Budget FY:2014-15 - Solano Project - Ken Davis -											
March 30, 2014											
PROBONO ACTIONS											
PB- 1	Off-site Education: Invasive Species										
	Monthly education efforts with angling groups, recreational concerns, and civic groups in Northern and Central California. Address keeping invasive species out of Solano System. Paid by angling groups.										
Task No	Task Description	Scope / Description	Total Hours	Labor Bio @ \$87.5 hr.		DC Item	DC Cost	Miles	Miles @0.48	Total DC	Total Labor & DC
1.0	NEW - FISH VIDEO (Documentation)										
1.0	Putah Creek Fish Video (Subsurface)	Capture subsurface video / images to document and monitor fish populations. Emphasis on restored areas and weirs.	104	9100.00		Storage	180.00	1500	720	900	10000
	Total Prior Charges			0.00							
	CURRENT Charges		0	0.00			0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0.00	0	0.00	0.00	0.00
	Contract Balance		104	9,100.00			180.00	1500	720.00	900.00	10,000.00
2.0	GENERAL MUSSEL ACTIONS										
2.0	Watercraft Insp.Training / Mussel Plan	Train Level I watercraft inspectors. Continue education program. Update Solano Project Mussel Early Detection and Education Plan	50	4,375.00			0	1300	624.00	624.00	4,999.00
	Total Prior Charges			0.00					0.00	0.00	0.00
	CURRENT Charges		0	0.00			0	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0	0.00	0.00	0.00
	Contract Balance		50	4,375.00			0	1300	624.00	624.00	4,999.00
3.0	LAKE BERRYESSA - MUSSEL SURVEYS										
3.1	Capell Cove (Veliger tows / plates)	Plankton tows & processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers.	90	7,875.00		Micro Sup	300.00	900	432.00	732.00	8,607.00
	Total Prior Charges			0.00					0.00	0.00	0.00
	CURRENT Charges		0	0.00			0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0.00	0	0.00	0.00	0.00
	Contract Balance		90	7,875.00			300.00	900	432.00	732.00	8,607.00

NZMS / Dreissenid Mussel Monitoring
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3.2 Markley Cove (veliger tows / plates)		90	7,875.00	Nets	600.00	900	432.00	1,032.00	8,907.00
<i>Total Prior Charges</i>	Plankton tows & processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers.		0.00				0.00	0.00	0.00
<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00
<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00
<i>Contract Balance</i>		90	7,875.00		600.00	900	432.00	1,032.00	8,907.00
3.3 Pleasure Cove (Veliger Tows / Plates)		90	7,875.00	Plates	500.00	900	432.00	932.00	8,807.00
<i>Total Prior Charges</i>	Plankton tows & processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers.		0.00				0.00	0.00	0.00
<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00
<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00
<i>Contract Balance</i>		90	7,875.00		500.00	900	432.00	932.00	8,807.00
3.4 Management Cove (Veliger Tow / Plates)		50	4,375.00		600.00	900	432.00	1,032.00	5,407.00
<i>Total Prior Charges</i>	Plankton tows & processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels.		0.00				0.00	0.00	0.00
<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00
<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00
<i>Contract Balance</i>		50	4,375.00		600.00	900	432.00	1,032.00	5,407.00
3.5 North Lake Berryessa		50	4,375.00			900	432.00	432.00	4,807.00
<i>Total Prior Charges</i>	Plankton tows & processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers.						0.00	0.00	0.00
<i>CURRENT Charges</i>		0	0.00			0	0.00	0.00	0.00
<i>Total Charges to Date</i>		0	0.00			0	0.00	0.00	0.00
<i>Contract Balance</i>		50	4,375.00			900	432.00	432.00	4,807.00
Totals for Dreissenid Monitoring		370	32,375.00		2,000.00	4500	2,160.00	4,160.00	36,535.00
<i>Total Prior Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00
<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00
<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00
<i>Contract Balance</i>		370	32,375.00		2,000.00	4500	2,160.00	4,160.00	36,535.00

NZMS / Dreissenid Mussel Monitoring
 2014-15
 March 30, 2014 - with Basic Scope of Work

INTERDAM SURVEYS										
4.0										
4.1	Monticello Dam - Zebra Mussel Survey		60	5,250.00	Plates	200.00	2000	960.00	1,160.00	6,410.00
	Total Prior Charges	Regular plankton tows. Deploy and monitor adult colonization plates. Check banks for adult mussels. All at least quarterly.		0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		60	5,250.00		200.00	2000	960.00	1,160.00	6,410.00
4.2	Interdam Section		30	2,625.00			500	240.00	240.00	2,865.00
	Total Prior Charges	Monitor flow regime on sensitive invertebrates. Monitor NZMS populations and surveys for Didymo and other inv. Species.		0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00				0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0.00	0.00	0.00
	Contract Balance		30	2,625.00			500	240.00	240.00	2,865.00
4.3	Lake Solano Docks		50	4,375.00			1200	576.00	576.00	4,951.00
	Total Prior Charges	Monitor for Mussels and other invasive species in vicinity of launch ramp. Passive survey for Hydrilla.		0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0.00	0.00	0.00
	Contract Balance		50	4,375.00			1200	576.00	576.00	4,951.00
4.4	Diversion Dam Area		75	6,562.50			1200	576.00	576.00	7,138.50
	Total Prior Charges	Monitor for Eurasian Mussels using plankton tows and adult colonization plates. Check subsurface of dam with video camera if necessary.		0.00				0.00	0.00	0.00
	CURRENT Charges		0	0.00			0	0.00	0.00	0.00
	Total Charges to Date		0	0.00			0	0.00	0.00	0.00
	Contract Balance		75	6,562.50			1200	576.00	576.00	7,138.50
Totals for Interdam Reach			215	18,812.50		200.00	4900	2,352.00	2,552.00	21,364.50
	Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		215	18,812.50		200.00	4900	2,352.00	2,552.00	21,364.50

NZMS / Dreissenid Mussel Monitoring
 2014-15
 March 30, 2014 - with Basic Scope of Work

PUTAH SOUTH CANAL										
5.0										
5.1 Miles 1 - 5		225	19,687.50	Nets	500.00	2,000	960.00	1,460.00	21,147.50	
<i>Total Prior Charges</i>	Monitor PSC for mussels, NSMS and other invasives using tows, traps and colonization plates.		0.00				0.00	0.00	0.00	
<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00	
<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00	
<i>Contract Balance</i>		225	19,687.50		500.00	2,000	960.00	1,460.00	21,147.50	
5.2 Miles 6 - 15		210	18,375.00	Traps	300.00	1,900	912.00	1,212.00	19,587.00	
<i>Total Prior Charges</i>	Monitor PSC for mussels, NSMS and other invasives using tows, traps and colonization plates.		0.00				0.00	0.00	0.00	
<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00	
<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00	
<i>Contract Balance</i>		210	18,375.00		300.00	1,900	912.00	1,212.00	19,587.00	
5.3 Miles 16 - 30		210	18,375.00			2,000	960.00	960.00	19,335.00	
<i>Total Prior Charges</i>	Monitor PSC for mussels, NSMS and other invasives using tows, traps and colonization plates.		0.00				0.00	0.00	0.00	
<i>CURRENT Charges</i>		0	0.00			0	0.00	0.00	0.00	
<i>Total Charges to Date</i>		0	0.00			0	0.00	0.00	0.00	
<i>Contract Balance</i>		210	18,375.00			2,000	960.00	960.00	19,335.00	
5.4 Terminal Reservoir		50	4,375.00			2,600	1,248.00	1,248.00	5,623.00	
<i>Total Prior Charges</i>	Monitor for mussels, NSMS and other invasives using tows, traps and colonization plates.		0.00				0.00	0.00	0.00	
<i>CURRENT Charges</i>		0	0.00			0	0.00	0.00	0.00	
<i>Total Charges to Date</i>		0	0.00			0	0.00	0.00	0.00	
<i>Contract Balance</i>		50	4,375.00			2,600	1,248.00	1,248.00	5,623.00	
5.5 Conveyance Creeks (3)		30	2,625.00			2,000	960.00	960.00	3,585.00	
<i>Total Prior Charges</i>	Visual surveys for invasive species.		0.00				0.00	0.00	0.00	
<i>CURRENT Charges</i>		0	0.00			0	0.00	0.00	0.00	
<i>Total Charges to Date</i>		0	0.00			0	0.00	0.00	0.00	
<i>Contract Balance</i>		30	2,625.00			2,000	960.00	960.00	3,585.00	
Totals for PSC NZMS Monitoring		725	63,437.50		800.00	10,500	5,040.00	5,840.00	69,277.50	
<i>Total Prior Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00	
<i>CURRENT Charges</i>		0	0.00		0.00	0	0.00	0.00	0.00	
<i>Total Charges to Date</i>		0	0.00		0.00	0	0.00	0.00	0.00	
<i>Contract Balance</i>		725	63,437.50		800.00	10,500	5,040.00	5,840.00	69,277.50	

6.0	SOLANO HABITAT CONSERVATION PROJECT									
6.1 Complete HCP Project / Poster	Capture images / video for HCP Project as necessary.	28	2,450.00			91.50	311	149.28	240.78	2,690.78
Total Prior Charges										0.00
CURRENT Charges		0			ink	0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0			0.00	0	0.00	0.00	0.00
Contract Balance		28	2,450.00			91.50	311	149.28	240.78	2,690.78
PROJECT TOTALS		1,492.00	130,550.00			3,271.50	23,011.00	11,045.28	14,316.78	144,866.78
Total Prior Charges		0	0.00			0.00	0.00	0.00	0.00	0.00
CURRENT Charges		0	0.00			0.00	0.00	0.00	0.00	0.00
Total Charges to Date		0	0.00			0.00	0.00	0.00	0.00	0.00
Contract Balance		1,492.00	130,550.00			3,271.50	23,011.00	11,045.28	14,316.78	144,866.78

EXHIBIT B

RATE OF COMPENSATION

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

Solano Project Invasive Species Surveys

Hourly Rate

\$87.50

Mileage Rate

\$ 0.48/mile

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2014**, 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 \$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, 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.

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: _____
David Okita, General Manager
Solano County Water Agency

By: _____
Gwynne Cropsey, Co-Owner
ZunZun

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 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 \$30,000. An initial payment of \$15,000 is due by September 1, 2014; ZunZun will invoice for this amount on August 1, 2014. In the event that the Contractor does not complete all assemblies by June 30, 2015, 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.