

Name of Project: **Nuisance Vegetation Management**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PESTICIDE APPLICATION SERVICES

THIS AGREEMENT, **effective July 1, 2016** 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 \$32,560** 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, 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: Cal/EPA; U.S./EPA; and the U.S. Department of Transportation including the Omnibus Employee Testing Act..

7. INDEMNIFY AND HOLD HARMLESS

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. SUBCONTRACT AND ASSIGNMENT

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

11. NONRENEWAL

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

12. NOTICE

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

AGENCY

Roland Sanford, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, 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: _____
Roland Sanford
General Manager

By: _____
Paul Washburn, Owner

EXHIBIT A

SCOPE OF SERVICES

Task #1:

Ulatris Flood Control Projects (Zone 1) – Provide consultation, application, and reporting, as directed, to the Agency and Solano County Resource Management Department on herbicide application. Estimate for 2016-17 is 390 acres @ \$70.00/ac or \$27,300. 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 2016-17 is 18 acres @ \$70.00/ac or \$1,260.

EXHIBIT B

RATE OF COMPENSATION

Ulatis and Green Valley Flood Control Projects herbicide consultation- \$70.00/acre

Name of Project: **Aquatic Pesticide Compliance**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Blankinship and Associates**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$41,100** 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, 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.

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

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

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

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

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

12. SUBCONTRACT AND ASSIGNMENT

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

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

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford,
General Manager

By: _____
Mike Blankinship,
President

EXHIBIT A

SCOPE OF SERVICES

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

Via Email: clee@scwa2.com

May 3, 2016

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

Dear Chris,

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

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

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

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

Sincerely,

BLANKINSHIP & ASSOCIATES, INC.



Michael S. Blankinship, P.E.
Project Manager

Attachment: Scope of Work and Terms of Agreement

Scope of Work

Solano County Water Agency Group

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

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

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

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

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

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

To achieve compliance with the permit and allow for applications to be made during the 2016 weed season, Blankinship and Associates, Inc. proposes to complete the following tasks:

Task 1: Biologist Assessment

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

Task 2: Sample Collection and Analysis

Based on the Agencies' APAPs and NOIs and historic application data, we will collect and submit for analysis surface water samples according to permit requirements. During or shortly after sample collection, we will perform necessary field chemistry analysis (pH, electrical conductivity

(EC), dissolved oxygen (DO) and turbidity) and submit properly preserved and labeled samples under chain of custody procedures to a qualified analytical laboratory for chemical analysis.

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

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

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

RD 2068 has fulfilled the requirement of sampling six (6) applications of endothall with no compliance samples showing detections of endothall above applicable receiving water limitations. Therefore, only one (1) endothall application needs to be sampled in 2016 at RD2068.

For purposes of cost estimation, we assume that the Agencies will make glyphosate, endothall, and copper applications in 2016. We assume that we will sample the following: Dixon RCD: one (1) glyphosate application; RD 2068: one (1) glyphosate and one (1) endothall application; SCWA: two (2) glyphosate applications.

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

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

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

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

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

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

Assumptions and Limitations

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

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

Schedule

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

Cost Estimate

Task 1 through Task 4 can be provided on a Not-to-Exceed basis estimated at \$41,100. Refer to the Table below.

Member	Sampling Events	Amount
SCWA	2	\$11,500
Dixon RCD	1	\$7,500
MPWD	2	\$11,700
RD 2068	2	\$10,400
		\$41,100

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

Expenses

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

Invoice Terms

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

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

Member	Monthly Invoice
SCWA	\$1,916.67
Dixon RCD	\$1,250.00
MPWD	\$1,950.00
RD 2068	\$1,733.33
Total	\$6,850.00

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

Terms of Agreement

Refer to the attached Terms of Agreement (2 pages)

Agreement

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

Authorization Summary

Client: Solano County Water Agency Group
Scope: NPDES Aquatic Weed Permit Compliance
Proposal Date: May 3, 2016
Estimated Cost: \$41,100
Retainer Amount: \$2,000

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

Client
Printed Name/Title

Client
Signed Name

Date

Michael Blankinship/President
Consultant
Printed Name/Title

Consultant
Signed Name

Date

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

Terms of Agreement

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

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

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

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

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

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

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

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

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

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

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

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

Agreed: Client Initials: _____ / Consultant Initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

RATE OF COMPENSATION

Blankinship & Associates, Inc.

**2016 Professional Services
Fee Schedule**

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

Travel and Other Charges

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

Expert Witness, Deposition and Other Legal Support Services

Principal time charged at \$275/Hour.

Invoice Terms

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

Name of Project: **NBA Capacity Reclamation Project**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2016**, 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 **CDM Smith**, hereinafter referred to as "Contractor."

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

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

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

4. TIME OF PERFORMANCE

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

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

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

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

8. COMPLIANCE WITH LAW

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

9. RECORD RETENTION

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

10. OWNERSHIP OF DOCUMENTS

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

11. SUBCONTRACT AND ASSIGNMENT

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

12. NONRENEWAL

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

13. NOTICE

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

AGENCY

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

CONTRACTOR

Ben Swann, Vice President
CDM Smith
2295 Gateway Oaks, Suite 240
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

CDM Smith

By: _____
Roland Sanford,
General Manager

By: _____
Ben Swann,
Vice President

EXHIBIT A

SCOPE OF SERVICES

CDM will provide engineering support for the NBA Capacity Reclamation project as requested by the Water Agency. Such support may include additional hydraulic calculations, life cycle cost analysis, or other engineering support to close out the NBA Capacity Reclamation project.

EXHIBIT B

RATE OF COMPENSATION



Billing Rate Schedule

Effective January 1, 2016

PROFESSIONAL AND SUPPORT SERVICES	HOURLY RATES
Vice President/Senior Vice President	\$80 - \$100
Principal, Associate & Engineer/Scientist (Grade 7 & 8)	\$65 - \$85
Senior Engineer/Scientist (Grade 6)	\$50 - \$70
Engineer/Scientist (Grade 4 & 5)	\$40 - \$55
Staff Engineer/Scientist (Grade 1, 2, & 3)	\$30 - \$45
Draftsperson/Designer (DNDF1- DNDF8)	\$25 - \$50
Contract/Project Administrator (FNCA5-8, ASPR8)	\$25 - \$45
Secretary/Word Processor (ASWP1-ASWP5)	\$20 - \$35
Administrative Assistant (ASAD1-ASAD5)	\$20 - \$25

Hourly rates will be multiplied by 3.20 for billing purposes.

The above are based on regular rates current at the time of execution of this Agreement. If the regular rates of the employee are increased during the life of this Agreement, billing and payment will be at the increased regular rates for the applicable period of time.

Other Direct Costs

Other reimbursable direct costs shall be billed at 1.05 times actual cost. These reimbursable costs include, but are not limited to:

Travel: Air Fare, Auto Rental, Local Mileage (\$0.54/mile or current IRS limit)

Subsistence: Lodging and Meals

Communications: Long Distance and Cellular Telephone, Fax, Postage, and Courier Services

Printing: Internal Reproduction (\$1.00/sheet Color, \$.10/sheet B&W); Outside Printing Services

Computer and Word Processing Services

Equipment Rental

Subcontractor Services

Subcontractor services shall be billed at 1.1 times actual costs to cover the costs of general administrative services and handling.

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, 2016**, 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 \$60,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

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

5. MODIFICATION AND TERMINATION

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

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

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

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

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

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

12. SUBCONTRACT AND ASSIGNMENT

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

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

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

14. NOTICE

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

AGENCY

Roland Sanford, 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: _____
Roland Sanford,
General Manager

By: _____
Vijay Kumar,
Vice President

EXHIBIT A

SCOPE OF SERVICES

Solano HCP EIS/EIR

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

Task 1: Agency Coordination

1.1 Work Plan Preparation. This subtask has been completed.

1.2 Kickoff Meeting. This subtask has been completed.

1.3 Project Schedule. This subtask has been completed.

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

1.5 Scoping. This subtask has been completed.

1.6 Data Collection. This subtask has been completed.

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

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

Deliverables

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

Assumptions

- All work will be completed by June 2016.

Task 2: Additional Deliverables

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

Deliverables

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

Assumptions

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

Task 3: First Administrative Draft EIS/EIR

This task has been completed.

Task 4: Second Administrative Draft EIS/EIR.

This task has been completed.

Task 5: Draft EIS/EIR

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

Deliverables

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

Assumptions

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

- *Additional Assumptions:*
 - *All work will be completed in summer 2016.*
 - *Work under Task 5 will be completed up to the additional contract budget authorized by this Work Plan amendment.*

Task 6: Response to Comments

Task is unchanged from original Work Plan.

Task 7: Administrative Final EIS/EIR

Task is unchanged from original Work Plan.

Task 8: Final EIS/EIR

Task is unchanged from original Work Plan.

Task 9: Public Meetings

Task is unchanged from original Work Plan.

EXHIBIT B

RATE OF COMPENSATION

FY 2016/17						
Task	Franck	Burrell	Planner 1	Bio/QA	Pubs/Admin	Total
Task 1: Agency Coordination, Admin, Quality Assurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2: Additional Deliverables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3: First Administrative Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4: Second Administrative Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5: Draft EIS/EIR	\$ 5,000	\$ 5,000	\$ 2,500	\$ 2,500	\$ 5,000	\$ 20,000
Task 6: Response to Comments	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 20,000
Task 7: Administrative Final EIS/EIR	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 7,500
Task 8: Final EIS/EIR	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 7,500
Task 9: Public Meetings	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ -	\$ 5,000
Summary	\$ 12,500	\$ 15,000	\$ 15,000	\$ 7,500	\$ 10,000	\$ 60,000

CH2M HILL
Professionals and Technicians*
2016 Hourly Billing Rates**

Classification	Rate
Principal-in-Charge*	\$287
Principal Professional*	\$264
Sr. Professional*	\$212
Project Professional*	\$158
Staff Professional*	\$124
Senior Technician	\$158
Technician	\$116
Office/Clerical	\$95

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2016 through December 31, 2016

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, 2016**, 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 \$160,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, 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, 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.

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. SUBCONTRACT AND ASSIGNMENT

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

11. NONRENEWAL

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

12. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

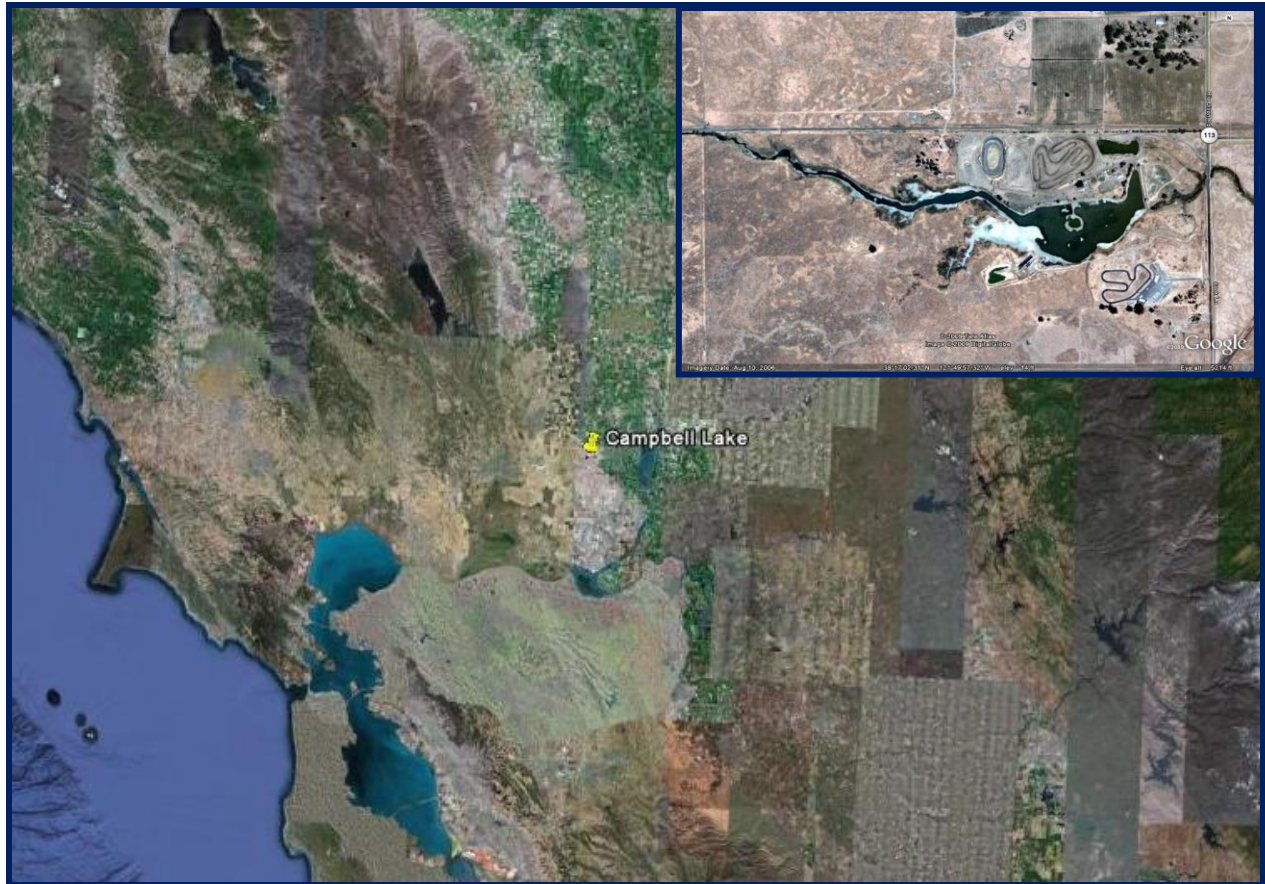
Clean Lakes, Inc.

By: _____
Roland Sanford,
General Manager

By: _____
Thomas J. McNabb,
President

EXHIBIT A
SCOPE OF SERVICES

**SOLANO COUNTY WATER AGENCY
2016 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**

June 2016

1: BACKGROUND INFORMATION: Clean Lakes, Inc. (CLI) has been providing algae control services for Solano County Water Agency, and this proposal is a revision from services provided in 2015.

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) as well as the required NPDES Water Quality Monitoring as outlined below:

- Water Quality Monitoring: Under the NPDES Permit requirements, the Water Quality Monitoring Program will continue as part of the program.
 - Per the NPDES requirements, Pre Treatment Site Evaluations will be carried out to determine the appropriateness of any 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 continued 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). 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 for the first treatment of the year, as well as, pre and post NPDES Required Water Quality Monitoring would be **\$800.00**.

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

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

* Rounded to the nearest whole number

- The PAK-27 costs are **\$2.20** per pound including delivery and CA-Mill Tax, sales tax not included, will be billed based on product usage per treatment.
 - The PAK-27 algaecide costs would vary from **\$3,256.00** (1,480.00 pounds) to **\$8,140.00** (3,700 pounds) per treatment based on the application rates.
- The application costs would be **\$5,400.00** per treatment.
- NPDES Water Quality Monitoring would be **\$800.00** for the first treatment of the year.
- The total Algaecide (PAK-27) application and monitoring costs would be as follows based the application rate:
 - 1,480 pounds of PAK-27 @ \$2.20 per pound = \$3,256.00 plus application costs of \$5,400.00 = \$8,656.00 per treatment.
 - 3,700 pounds of PAK-27 @ \$2.20 per pound = \$8,140.00 plus application costs of \$5,400.00= \$13,540.00 per treatment.
 - As outlined above, the algaecide costs will be billed based on actual usage.
- If there are a total of five (5) applications during the season, the total program cost would range between **\$44,080.00** (1,480 pounds PAK-27 per application) and **\$68,500.00** (3,700 pounds PAK-27 per application).

CLEAN LAKES INC.

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

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

Sincerely,

CLEAN LAKES INC.



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

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

EXHIBIT B

RATE OF COMPENSATION

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

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

\$800 / treatment (when needed)

Task 1B – Aquatic algaecide application for PAK-27

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

\$5,400 / treatment

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

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

Algaecide cost is \$2.20 / lb including delivery and CA-Mill tax. Clean Lakes will need to submit the actual product usage with their invoice. A sales tax of 8.5% is assumed.

\$3,500 - \$8,850 / treatment (depends on application rate)

Total Contract Limit = \$160,000

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Erler & Kalinowski, Inc., a California corporation, hereinafter referred to as "Contractor."

The Agency requires services for a Residential Baseline Water Use Assessment; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$80,000** for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

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

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2017** as directed by the Agency. Contractor will not be responsible for delays due to causes beyond Contractor's reasonable control.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all liability for damages, to the extent actually caused by the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual non-performance) of the work under this agreement. Notwithstanding the above, Contractor has no obligation to pay for any defense-related cost prior to a final determination of its liability. Following any such determination of its liability, Contractor shall be responsible to pay an amount of such costs equal to the finally-determined percentage of liability based upon the comparative fault of Contractor. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

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

7. INSURANCE

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

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

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

8. COMPLIANCE WITH LAW

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

9. RECORD RETENTION

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at reasonable charge and without restriction or limitation to State and federal governments at reasonable charge.

10. OWNERSHIP OF DOCUMENTS

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and

become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at reasonable charge. All plans, specifications, survey notes, computer programs, electronic data deliverables, and other original documents are instruments of Contractor's service and shall not be used on other projects without Contractor's prior written consent; however, if used on other projects, such use shall be at Agency's sole risk.

11. SUBCONTRACT AND ASSIGNMENT

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

12. NONRENEWAL

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

13. NOTICE

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

AGENCY

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

CONTRACTOR

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

14. STANDARD OF CARE

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford, General Manager
Solano County Water Agency

By: _____

EXHIBIT A

SCOPE OF SERVICES

PHASE I SCOPE OF WORK

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

Task 1: Meetings and Project Coordination

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

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

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

Task 2: Compilation and Review of Key Background Information

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

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

Task 3: Develop Study Design and Methodology

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

Task 4: Prepare a Draft and Final Work Plan

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

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

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

EXHIBIT B

RATE OF COMPENSATION

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

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

Direct Expenses

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

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

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

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

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

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

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

24 May 2016

Mr. Andy Florendo
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 95688

Subject: Work Plan to Perform Phase 2 of a Single-Family Residential Water Use and Conservation Potential Study
Solano County Water Agency
(EKL B50067.01)

Dear Mr. Florendo:

Erler & Kalinowski, Inc. ("EKL") is pleased to present to Solano County Water Agency ("SCWA") this Work Plan to perform Phase 2 of the Single-Family Residential ("SFR") Water Use and Conservation Potential ("Phase 2 Conservation Study"). This Work Plan outlines the scope of an expanded study, building on the work performed to date and documented in the Single-Family Residential Water Use and Conservation Potential Pilot Study ("Pilot Study") report, completed in February 2016.

BACKGROUND

The SCWA serves untreated water to cities and agricultural districts ("retail agencies") in Solano County, and provides flood management and habitat conservation services for the region. As part of its service to its retail agencies, SCWA administers County-wide water conservation programs, including rebates for certain high-efficiency fixtures, turf replacement rebates, and home water audits. In February 2016, EKL completed the Pilot Study, which included:

- (1) A high-level overview of SCWA's water conservation programs – High-efficiency ("HE") Toilet Rebates, HE Washer Rebates, Turf Replacement Rebates, Residential Water Use Surveys, and Smart Irrigation Controller Rebates – and their implementation across the seven cities (or "member units") served by SCWA: Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo; and
- (2) An analysis of individual water conservation program impacts, benefits, and opportunities within the City of Vallejo (i.e., the subject of the Pilot Study).

The findings of the Pilot Study indicate that the SFR water conservation programs that SCWA has implemented in Vallejo have resulted in a significant and measurable amount of water savings

and that additional water conservation potential remains. The Pilot Study also provides a framework to assess water conservation performance and other metrics at SFR accounts within additional member units throughout the SCWA service area, and guides the performance of additional analyses (i.e., the relationship income level and water conservation program participation).

SCOPE OF WORK

EKI proposes to complete the following tasks as part of the Phase 2 Conservation Study. The information developed as part of these tasks will not only define the scope and direction of the Project, but form the background and study method and design chapters of the final report prepared as part of this Project.

Task 1: Water Conservation Program Analysis

EKI proposes to analyze the effectiveness of conservation programs for up to three additional SCWA member units. Based on preliminary discussion with SCWA, these additional cities are expected to include Fairfield, Vacaville, and Benicia. However, the specific cities included in this project will be decided based on further discussions with SCWA, and the availability and format of account-level water use data provided to EKI.

The analyses described below will be performed for the City of Vallejo (updated to include a full year of water use data for 2015) and up to three additional cities, as available data allow. These analyses are expected to include:

- Evaluation of water savings achieved through implementation of each of the four major water conservation programs, using the methodology established in the Pilot Study;
- Evaluation of remaining water conservation potential for each of the four major water conservation programs, using the methodology established in the Pilot Study;
- A discussion of the relative similarity and/or difference in amount of water savings measured across all cities evaluated;
- Evaluation of conservation program participation, as it relates to household income;¹ and
- An estimate of the theoretical customer cost savings associated with participation in each of the four major water conservation programs.²

¹ It is anticipated that evaluation of income levels will be based on 2010 Census household income statistics, based on Census block group level. Census Block Groups typically include a population of 600 to 3,000 people.

² Theoretical customer cost savings will be estimated for SCWA member units based on their respective residential customer water use rates and rate structures.

The Phase 2 Conservation Study will not repeat all analyses performed in the Pilot Study. Specifically, the Phase 2 Conservation Study will not include updated water use profiles for SCWA member units or an updated assessment of passive conservation and drought effects.

In order to complete the analyses identified above, it is anticipated that the following sets of data will be provided by SCWA and the cities included in the Phase 2 Conservation Study:

- Account-level water use data for SFR accounts from at least January 2010 through December 2015;³
- Water conservation program implementation records through December 2015; and
- Residential customer water rates and water rate structures.⁴

Task 1 includes the review and processing of the data identified above. EKI assumes that the new datasets received as a part of this Task will be largely consistent with those received as part of the Pilot Study. If the level of effort to process the new datasets (in particular the account-level water use records from additional cities) is substantially greater to process than anticipated based on our experience with the Pilot Study, EKI will discuss the additional level of effort with SCWA and whether a modification of the project scope and budget is appropriate.

Task 2: Prepare a Report Documenting Results of Conservation Study

Following the completion of Task 1, EKI will prepare a report summarizing the findings of the Conservation Study, including supporting summary tables and figures, as appropriate. A draft outline of the anticipated Conservation Study Report is provided below.

1. Introduction
2. SCWA Water Conservation Program Summary (Updated through 2015)
3. Conservation Program Analysis for City of Vallejo (Updated through 2015)
 - a. Conservation Program Participation
 - b. Estimated Water Savings
 - c. Additional Water Conservation Opportunities
 - d. Estimate of Theoretical Customer Cost Savings from Program Participation
4. Conservation Program Analysis for Additional City 1
 - a. Conservation Program Participation
 - b. Estimated Water Savings

³ For the City of Vallejo, only account-level water use for 2015 is needed, and will be incorporated into the water use database used during for the Pilot Study analysis.

⁴ If a member unit is in the process of proposing new water rates, it may be appropriate for the customer cost savings analysis to incorporate proposed water rates, rather than current water rates. Proposed water rates will be used only if provided by a member unit agency.

- c. Additional Water Conservation Opportunities
 - d. Estimate of Theoretical Customer Cost Savings from Program Participation
5. Conservation Program Analysis for Additional City 2
 - a. Conservation Program Participation
 - b. Estimated Water Savings
 - c. Additional Water Conservation Opportunities
 - d. Estimate of Theoretical Customer Cost Savings from Program Participation
6. Conservation Program Analysis for Additional City 3
 - a. Conservation Program Participation
 - b. Estimated Water Savings
 - c. Additional Water Conservation Opportunities
 - d. Estimate of Theoretical Customer Cost Savings from Program Participation
7. Discussion of Observed Conservation Program Savings Trends Across Member Units
 - a. Comparison of Water Savings Observed in Evaluated Cities
 - b. Discussion of Apparent Factors Influencing Amount of Water Savings Achieved
8. Recommendations and Potential Next Steps
9. Conclusion
10. References

A draft Phase 2 Conservation Study report will be sent to SCWA for review and comment. EKI will then incorporate SCWA's comments and submit the final Phase 2 Conservation Study report to SCWA.

Task 3: Meetings and Project Coordination

As part of Task 3, EKI will provide project management and consultation services to SCWA throughout the project. EKI will closely coordinate its efforts with SCWA and with the member units, as appropriate and as directed by SCWA. Coordination efforts are expected to include regular telephone conference calls and meetings with SCWA and selected additional persons. Specifically, EKI expects the following:

- One in-person kick-off meeting with SCWA and participating member unit representatives;
- Presentation of Phase 2 Conservation Study Results to SCWA member unit representatives (web conference);
- Presentation of Phase 2 Conservation Study Results to SCWA Management (web conference); and
- Presentation of Phase 2 Conservation Study Results to SCWA Board Members (in-person).

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

PROJECT SCHEDULE

EKI will initiate performance of the scope of services described above upon receipt of authorization to proceed. It is anticipated that approximately four to six months will be required to complete Tasks 1 through 3. However, it should be recognized that the schedule will be highly dependent upon the responsiveness of SCWA and its member unit staff to the data requests, which can be difficult to anticipate.

BUDGET

Inasmuch as the exact level of effort to complete the proposed Scope of Work cannot be identified at this time, we propose that compensation for consulting services by EKI for this Scope of Work be on a time and expense reimbursement basis in accordance with EKI's current Schedule of Charges, dated 1 January 2016 and attached hereto, and in accordance with our Agreement (effective 1 July 2015). On the basis of the proposed Scope of Work described above, we propose a budget of \$80,000 for the completion of Tasks 1 through 3, which will not be exceeded without additional authorization. A breakdown of the proposed project budget by task rounded to the nearest \$1,000 is provided below.

TASK	PROPOSED BUDGET
Task 1: Water Conservation Program Analysis	\$50,000
○ Update Pilot Study analysis to include City of Vallejo Water Use through December 2015	
○ Process water conservation program implementation records through December 2015	
○ Process account-level water use data for up to 3 additional cities	
○ Analyze water conservation program savings and water savings potential implementation for up to 3 additional cities	
Task 2: Prepare a Report Documenting Results of Conservation Study.....	\$20,000
○ Prepare a report documenting results of Task 1 analysis	
○ Prepare support tables and figures, illustrating study results	
Task 3: Meetings and Project Coordination.....	\$10,000
○ Assumes 2 in-person meetings, 2 teleconference meetings, and regular update phone calls with SCWA	
PROPOSED BUDGET	\$80,000

We are pleased to have the opportunity to continue to work with you on this project. If you have any questions or wish to discuss these matters in greater detail, please call.

Very truly yours,

ERLER & KALINOWSKI, INC.



Anona Dutton, P.G., C.Hg.
Vice President

AUTHORIZATION
Solano County Water Agency (Client)

By _____

Title _____

Date _____



Attachment: EKI Schedule of Charges, dated 1 January 2016

Proposal/Agreement Date: **24 May 2016**

EKI # B50067.01

SCHEDULE OF CHARGES FOR ERLER & KALINOWSKI, INC.

1 JANUARY 2016

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	265
Principal Engineer-Scientist	255
Supervising Engineer-Scientist	245
Senior I, Engineer-Scientist	224
Senior II, Engineer-Scientist	209
Associate I, Engineer-Scientist	199
Associate II, Engineer-Scientist	186
Engineer-Scientist, Grade 1	174
Engineer-Scientist, Grade 2	164
Engineer-Scientist, Grade 3	152
Engineer-Scientist, Grade 4	131
Engineer-Scientist, Grade 5	114
Engineer-Scientist, Grade 6	102
Technician	94
CADD / GIS Operator	106
Administrative Assistant	93
Secretary	77

Direct Expenses

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

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

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

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

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

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

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2016**, 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 \$266,860** 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.

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

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

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

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

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

12. SUBCONTRACT AND ASSIGNMENT

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

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

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford,
General Manager

By: _____
Jeff Schuyler,
President

EXHIBIT A

SCOPE OF SERVICES



March 29, 2016
Proposal 6-16-1729

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

Subject: 2016/2017 Budget and Scope

Dear Mr. Lee,

The purpose of this letter is to present our scope of work and cost estimate for fiscal year 2016/2017. Our estimate is based on reviewing past years budgets for similar tasks, and developing a scope and budget based on conversations with SCWA personnel.

Fiscal 2015/2016 Summary

This fiscal year has been a very productive one. Many tasks were completed or are nearing completion, including:

- Move flood warning and operations web pages to SCWA web server - completed.
- Upgrading and deploying a new Data Library – good feedback, no complaints so far.
- Redesigning the SCWA Accounting database – front-end not installed yet.
- Creating a quarterly water quality report - still waiting for new laboratory data.
- Moving SCWA data management databases to a new server - completed.
- Creating a method to share SCWA monitoring data with CDEC and NOAA – in testing.
- Adding an auto-clean method to the Solano Dam Headworks controller - completed.
- Added a method to calculate data series in real time using up to 5th order polynomials - completed.

Items we are currently working on:

- Customer database
- Assist in wiring clean-up at Solano Dam
- Move OPC Systems software to new SQL Server
- Water Quality database upgrades
- Barker Slough wireless
- Upgrade to Headworks controllers

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

www.eyasco.com

Proposed Fiscal 2016/2017 Scope

We are removing Document Management Infrastructure Support (M-Files) as a scope item as most support for M-Files is being handled internally. We have broken our web site support into two tasks – one for the Public web sites (flood monitoring, Solano project, etc.) and one for the Operations Web Site. The public web sites are not password protected and don't service direct database connections, where the Operations web site is password protected and facilitates direct interaction with SCWA databases.

The tasks identified in our 2016/2017 scope of work include:

1. Public Web Enhancements – Continued support for SCWA public web sites.
2. Database and Reporting Support– Manage and improve data collection and consolidation methods and services including:
 - a. Integration of new data including that supplied by SCWA staff and other web data sources.
 - b. Improve import for water quality data (NBA) and upgrades to the Laboratory Analysis database.
 - c. Development of new reports including more detailed monthly, quarterly or yearly water quality summary reports.
3. Merlin Enterprise Enhancements and Support – Continue to provide enhancements and support as-needed.
4. 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:
 - a. Solano Dam headworks upgrades (screen and controller replacement)
 - b. Enhanced alarming at Solano Headworks
 - c. Improved communication between Ovivo cleaning system and Headworks controller
 - d. Putah Canal HMI
 - e. Putah Canal automation proof-of-concept – Sweeney Check
5. Operations Web Site Development and Support – Development and support of password-protected web applications including:
 - a. Enhancements to the Dams Database interface to limit the historic data that can be edited to one year.
 - b. Simplification to the Credential Manager so SCWA staff can more easily manage assigning roles.
 - c. Possible enhancement to Merlin mobile for entering manual data through the mobile web page.
 - d. Implementation of Rating Curve tool
 - e. Enhancements to the Data Library including gap filling algorithms
6. Project Management – Task coordination, on-site meetings not included in the above tasks, budget tracking, and all travel time to and from SCWA offices.

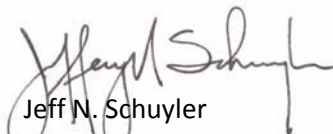
Cost Estimate

Eyasco's estimated costs for completing the tasks described above are shown on the attached Table 1. We propose to perform the above scope-of-work on a time and materials basis. Based on our current rate schedule, which is attached, the estimated total to complete the above scope is \$266,860.

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

Yours truly,

EYASCO



Jeff N. Schuyler
President

TABLE 1 2016/2017 Budget Estimate					
Item	Task	Hours	Rate	Expense	Amount
1	Public Web Enhancements	160			\$ 18,800
	Principal	40	170.00		6800
	Junior Programmer	120	100.00		12000
	Project Engineer	0	120.00		0
	Technician	0	85.00		0
	Clerical	0	60.00		0
	Other	0	0.00		0
2	Database and Report Support	460			\$ 65,000
	Principal	200	170.00		34000
	Senior Programmer	100	150.00		15000
	Junior Programmer	160	100.00		16000
	Clerical	0	60.00		0
	Other	0	0.00		0
3	Merlin Enterprise Enhancements and Support	370			\$ 59,500
	Principal	250	170.00		42500
	Junior Programmer	120	100.00		12000
	Clerical	0	60.00		0
	Other	0	0.00	5000 ¹	5000
4	General Support	480			\$ 65,800
	Principal	240	170.00		40800
	Junior Programmer	100	100.00		10000
	Project Engineer	140	120.00		
	Clerical	0	60.00		0
	Other	0	0.00	15000 ²	15000
5	Operations Web Site Development and Support	280			\$ 34,800
	Principal	40	170.00		6800
	Senior Programmer	80	150.00		12000
	Junior Programmer	160	100.00		16000
	Project Engineer	0	120.00		0
	Clerical	0	60.00		0
	Other	0	0.00		0
6	Project Management	176			\$ 22,960
	Principal	80	170.00		13600
	Travel	36	60.00		2160
	Clerical	60	60.00		3600
	Other	0	0.00	3600 ³	3600
		1,926	TOTAL		\$ 266,860

NOTES:

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

EXHIBIT B

RATE OF COMPENSATION



2016 Billing Rates

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

General Labor Rates

<i>Principal</i>	<i>\$170/hr</i>
<i>Software Architect</i>	<i>\$160/hr</i>
<i>Senior Programmer</i>	<i>\$150/hr</i>
<i>Application Programmer</i>	<i>\$120/hr</i>
<i>Junior Programmer</i>	<i>\$100/hr</i>
<i>Project Engineer</i>	<i>\$120/hr</i>
<i>Engineering Technician</i>	<i>\$85/hr</i>
<i>Clerical, Drafting</i>	<i>\$60/hr</i>
<i>Travel</i>	<i>\$60/hr</i>

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

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and IN Communications, hereinafter referred to as "Contractor."

The Agency requires services for a High School Water Education Video Program and Public Outreach services for its water conservation program; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$30,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

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

4. TIME OF PERFORMANCE

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

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

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

8. SUBCONTRACT AND ASSIGNMENT

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

9. NOTICE

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

AGENCY

Roland Sanford, General Manager
Solano County Water Agency

CONTRACTOR

Christine Kohn, Principal
IN Communications

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford, General Manager
Solano County Water Agency

By: _____
Christine Kohn, Principal
IN Communications

EXHIBIT A

SCOPE OF SERVICES

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

EXHIBIT B

RATE OF COMPENSATION

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

REIMBURSABLE EXPENSES

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and IRON SPRINGS CORPORATION, hereinafter referred to as "Contractor."

The Agency requires services for **Regional Landscape BMP Compliance** under the CUWCC Memorandum of Understanding; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Monthly service fee per site as indicated in Exhibit B **not to exceed \$70,000 per year** for all services contemplated by this Agreement.

3. METHOD OF PAYMENT

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

Each invoice shall be accompanied by a copy of the report of services provided, by month, for the service broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each site, year-to-date totals expended and remaining expected annual amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and each month thereafter as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

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.

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.

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford, General Manager
Solano County Water Agency

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

EXHIBIT A

SCOPE OF SERVICES

Large Landscape Efficiency Efforts

Services provided for Solano County Water Agency by Iron Springs Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

Dedicated Landscape Irrigation Accounts

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

CII Accounts without Meters or with Mixed-Use Meters

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

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

EXHIBIT B

RATE OF COMPENSATION

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Materials Testing, Inc. DBA: KC Engineering Company**, hereinafter referred to as "Contractor."

The Agency requires services for **Construction Materials Testing and Geotechnical Consulting**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

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

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

KC Engineering Company

By: _____
Roland Sanford,
General Manager

By: _____
David V. Cymanski,
Principal

EXHIBIT A

SCOPE OF SERVICES

Provide general materials testing and geotechnical consulting services upon request. Such services may also include geotechnical support and materials testing for future PSC Headworks work, as well as seepage concerns along the PSC – Terminal Check.

EXHIBIT B

RATE OF COMPENSATION

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



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

KC ENGINEERING COMPANY
A SUBSIDIARY OF MATERIALS TESTING, INC.
www.mti-kcgeotech.com
FEE SCHEDULE - SCWA
Effective January 2016-2017

Introduction of Fees

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

GEOTECHNICAL ENGINEERING	Standard Rate/Hr
Principal Engineer	\$170
Senior Engineer	\$145
Project Engineer	\$135
Staff Engineer	\$125
GEOLOGICAL & ENVIRONMENTAL	
Certified Engineering Geologist	\$165
Registered Environmental Assessor	\$145
TECHNICIAN & SPECIAL INSPECTOR	
Field and Laboratory Manager	\$115
Field & Laboratory Engineering Technician	\$115
Certified Special Inspector	\$120
AWS/Certified Welding Inspector	\$125
Ultra Sonic Examination/NDT	\$125
Coring, Asphalt	\$170
Coring, Concrete (horizontal slab)	\$190
Coring, Walls; Concrete-Shotcrete-Masonry (additional Tech)	\$275
Core Bit Charge (per inch cored)	\$5
GENERAL	
Clerical, Detailed Reports & Additional Copies of Reports	\$60
Expert Witness Svcs, Licensed Civil & Geotechnical Engineer	\$225
Expert Witness Svcs, Court Appearance or Deposition, Engr or Geologist, 4 hr min.	\$350
Court Appearance or Deposition, Technician or Special Inspector, 4 hr min.	\$200
Per Diem - Lodging and Meals	\$150/day or Cost
Special Shipping	Cost Plus 20%
Equipment Rental	Cost Plus 20%
Employee Drug Testing	Cost Plus 20%
Training Employees	Cost Plus 20%

OSHA Safety Training Class	Cost Plus 20%
Verification of Equipment	Quote
Deliveries	\$85
Special Equip. and/or Misc. Purchases for Clients	Cost Plus 20%
Special Preparation or Handling of Materials to be Tested	\$85
Overtime, Saturdays & Hrs. over Eight	1.5 x hourly rate
Overtime, Sundays & Holidays	2 x hourly rate
Mobile Lab, Mobilize/De-Mobilize	Quote
Trailer & Lab Equip. Rental	Quote
Mileage, Auto & Light Truck	.75/per mile
Notary	Cost + Hrly Rate

7. **LABORATORY AND TECHNICAL FEES**

CONCRETE	Each
Concrete Mix Design or Review of Submitted Mix Design, Aggregate Test Not Incl.	\$340
Concrete Mix Design Adjustment, Aggregate Test Not Included	\$115
Metric Conversion	\$185
Concrete Mix Design, Minor Change	\$80
Concrete Mix Design or Review of Submitted Mix Design Requiring Registered Engineers Stamp, Aggregate Test Not Included	\$345
Concrete Mix Design Adjustment Requiring Registered Engineer's Stamp (Aggregate Test not Included)	\$365
Concrete Trial Batch, Includes Prep & Testing of (6) Cyls, Gradation & Specific Gravity of Aggregates	\$790
Concrete Trial Batch, Caltrans (10) Cylinders	\$790
Compression Test, 6 x 12 & 4 x 8 Cylinder, ASTM C39, CTM 521	\$40
Compression Test, 2 x 4 Cylinder, ASTM C39	\$40
Compression Test, 4 x 6 Cylinder, Soil & Cement, ASTM D1633	\$40
Compression Test on Core Specimens, Concrete ASTM C42, Shotcrete ASTM C1604, Rock ASTM D7012	\$47
Compression Test on Controlled Low Strength Material	\$50
End Preparation by Diamond Sawing	\$26/trim
Compression Tests, Shotcrete Panel Cores, ASTM C1140, includes coring & trim/cap	\$57
Compression Tests, Non Shrink Grout, 2x2x2 Cubes, ASTM C109	\$40
Strength Test-Flexure Beam, 6x6x21, ASTM C78, CTM 523	\$84
Unit Weight Hardened Concrete, ASTM C642	\$200
Density of Structural Lightweight Concrete, ASTM C567	\$200
Concrete Cylinder Molds	\$6/ea.
Equipment - Mud Balance or Flow Cone	\$55/day
CONCRETE MASONRY	
Compression Tests, Concrete Masonry Units, Set of 3, ASTM C140	\$263/set
Component Prism Compression Tests, ASTM C1314	\$160
Compression Test, Mortar Cylinders, ASTM C39	\$40
Compression Test, Masonry Grout Prism, ASTM C1019	\$40
Absorption, Moisture Content & Unit Wt of Concr. Masonry, Set of 3, ASTM C140	\$240/set
Linear Shrinkage, Concrete Masonry, 1 set of 3, ASTM C426	Cost plus 20%
Compressive Tests, Solid Bricks	\$40
Mortar Molds 2x4	\$6/ea
SOILS	
Coarse +3" Sieve Analysis, ASTM D5519, CTM 202	\$65
Fine Sieve Analysis, ASTM D6913, CTM 202	\$90
Total Sieve Analysis w/Minus #4 Portion, Wash Only, ASTM D6913, CTM 202	\$140
Total Sieve Analysis w/Total Wash, ASTM D6913, CTM 202	\$170
Hydrometer (Includes Wash & Sieve of Minus #4 & Specific Gravity, ASTM D422	\$245
Percent Finer than No. 200, ASTM D1140, CTM 202	\$75
Constant Head Permeability, Material Remolded (Compaction Curve Additional) ASTM D2434	\$325
Flexible Wall Permeability, ASTM D5084	Quote
Plastic Limit, ASTM D4318, CTM 204	\$75

Liquid Limit, ASTM D4318, CTM 204	\$80
Plasticity Index, ASTM D4318, CTM 204	\$155
Moisture/Dry Unit Weight (M/D) of Tube Sample, ASTM D2937	\$45
Moisture Content, ASTM D2216, CTM 226	\$30
Specific Gravity of Soils, ASTM D854, CTM 209	\$70
R-Value, Includes Grading and Re-Proportioning, ASTM D2844, CTM301	\$300
USDA Classification, Includes %+#10	\$200
COMPACTION CURVES (Laboratory Maximum Density/Optimum Moisture) with assumed G _s for rock correction, with measured G _s add \$70	Each
ASTM D1557, Method A	\$215
ASTM D1557, Method B	\$215
ASTM D1557, Method C	\$215
Overtime-Rush Curve	\$300
ASTM D698, Method A	\$215
ASTM D698, Method B	\$215
ASTM D698, Method C	\$215
AASHTO T180, Method A	\$190
AASHTO T180, Method B	\$190
AASHTO T180, Method C	\$200
AASHTO T180, Method D	\$200
AASHTO T99, Method A	\$190
AASHTO T99, Method B	\$190
AASHTO T99, Method C	\$190
AASHTO T99, Method D	\$190
ASTM D588 or D559, Method A	\$200
ASTM D588 or D559, Method B	\$200
Caltrans Method, CTM 216	\$220
U.S.B.R. Method	\$175
Compaction Check Point (For Any of the Above Standards)	\$120
Minimum Index Density, ASTM D4254	\$150
Maximum Index Density, ASTM D4253	\$150
Minimum Resistivity, CTM 643	\$100
pH Values, La Motte Meter Method	\$50
Sulfate Testing CTM 417	\$100
Soil Corrosivity (pH, resistivity, sulfate and chlorides)	
Unconfined Compression Test, Incl. M/D of Tube Sample, ASTM D2166, CTM 221	\$100
Lime Treated Unconfined Compression, ASTM D5102, CTM 373	\$230/pt.
Soil Cement Unconfined Compression, ASTM D1633	\$230/pt.
Remolded Unconfined Compression	\$150
Direct Shear, ASTM D3080	\$325
Additional Point	\$200
Remolded Direct Shear	\$450
Percent Swell Test, ASTM D4546	\$160
Organic Matter, ASTM D2974	\$85
Consolidation Test, ASTM D2435, CTM 219	\$315
Expansion Index, ASTM D4829	\$300
Special Consolidation Tests	Quote
AGGREGATE QUALITY	Each
Coarse Sieve Analysis	\$65
Fine Sieve Analysis	\$90
Total Sieve Analysis w/-#4 Portion Wash Only, ASTM C136 or CTM 202	\$140
Total Sieve Analysis w/Total Wash, ASTM C136 or CTM 202	\$170
Durability Index, ASTM D3744, CTM 229	\$210
Fine Durability Index, ASTM D3744, CTM 229	\$105
Coarse Durability Index, ASTM3744, CTM 229	\$105
Cleanness Value, 1" x #4, CTM 227	\$120
Cleanness Value, 2½" x ¾", CTM 227	\$160
Coarse Specific Gravity & Absorption, ASTM C127, CTM 206	\$70

Fine Specific Gravity & Absorption, ASTM C128, CTM 207	\$95
Sodium Sulfate Soundness, 5 Cycles, ASTM C88, CTM 214	\$400
Sand Equivalent Value, Average of 3, ASTM D2419, CTM 217	\$100
Organic Impurities, ASTM C40 or CTM 213	\$70
Unit Weight, Aggregate, Dry Rodded, ASTM C29, CTM 212	\$70
Percent Finer than #200 Sieve Plus #4 Material, ASTM C117, CTM 202	\$70
Percent Finer than #200 Sieve Minus #4 Material, ASTM C117, CTM 202	\$65
Percent Finer than #200, ASTM C117, CTM 202	\$75
Fractured/Crushed Particles, ASTM 5821, CTM 205	\$185
L.A. Abrasion Test, ASTM C131, CTM 211, 100 & 500 Revs	\$150
L.A. Abrasion Test, ASTM C535, CTM 211, 200 & 1000 Revs	\$200
Clay Lumps & Friables, ASTM C142	\$70
Flats & Elongates, ASTM D4791, CTM 235	\$165
Light Weight Particles, ASTM C123	\$90
Wood Particles Test, OSHD TM-25	\$70
Natural Moisture Content, As Received, CTM 226, ASTM C566	\$90
Freeze/Thaw, ASTM D5312	Quote
Wetting/Drying, ASTM D5313	Quote
Aggregate Angularity, ASTM C1252, CTM 234	\$140
ASPHALT/BITUMINOUS MATERIAL	Each
Review of Submitted Asphalt Mix Design,	\$340
Hveem Tests:	
Hveem Mix Design, CTM 367, w/TSR CTM 371, Based on 5 Oil Contents w/15 Pts	\$4,725
Mix Verification	\$788
Unit Weight Lab Compacted Briquette, Field Mix, ASTM D1561, CTM 308	\$180 (Set of 3)
Hveem Stabilometer Value w/Unit Weight, Field Mix, ASTM D1561, CTM 366	\$240 (Set of 3)
Unit Weight Lab Compacted Briquette, Lab Mix, Mixing Oil, Rock, etc. ASTM D1561, CTM 308	\$265 (Set of 3)
Stabilometer Value w/Unit Weight, Lab Mix, ASTM D1560, CTM 366, CTM 308	\$340 (Set of 3)
Marshall Tests:	
Marshall Mix Design, Based on 5 Oil Contents w/15 Points	\$2,940 (Set of 3)
Unit Weight Lab Compacted Briquette, Field Mix, ASTM D2726	\$140 (Set of 3)
Stability & Flow w/Unit Weight, Field Mix, ASTM D1559	\$235 (Set of 3)
Unit Weight Lab Compacted Briquette, Lab Mix, ASTM D2726	\$235 (Set of 3)
Stability & Flow w/Unit Weight, Lab Mix, ASTM D1559	\$340 (Set of 3)
Miscellaneous Tests:	Each
Voids in Mineral Aggregate, LP2, Based on Job Mix Formula	\$80
Voids Filled w/Asphalt, LP3, Based on Job Mix Formula	\$80
Dust Proportion, LP4, Based on Job Mix Formula	\$80
Swell Tests, Field or Lab Mix, Excludes Briquette Fabrication, CTM 304	\$60
Immersion Compression, ASTM D1075	\$750
Hveem Stability Cored Sample, CTM 366	\$90
Tensile Strength Ration, ASTM D4867	\$1,575
Specific Gravity, Max. Theoretical, Rice, ASTM D2041, CTM 309	\$105
Specific Gravity Unit Weight of Briquette/Cores, ASTM D2726, CTM 308	\$50
Unit Weight of Briquettes, Wax Coated, CTM 308	\$60
Asphalt Binder Content, ASTM D2172, Method A	\$175
Grading of Extracted Sample, ATM C136, CTM 202	\$105
Moisture Content of Asphalt Mixture, CTM 370	\$50
Moisture Content of Cored Sample, CTM 370	\$55
Tensile Strength Ratio, Lottman, AASHTO T283	\$860
QC/QA Plan	Quote
Asphalt Content, Troxler Nuclear Gauge, CTM 379	\$100
Calibration of Troxler Nuclear Gauge, CTM 379	\$300
Asphalt Sample Boxes	\$4
STRUCTURAL STEEL	
Tensile Test, Plate Thickness to ¾", ASTM A615, ASTM E8	\$100/ea (\$200 min/chg)
Tensile Test, Plate Thickness to ¾"+, ASTM E8	\$100

Tensile Test, ASTM A370	\$90
Guided Bend Test, ASTM E190	\$50
Flattening Test, ASTM E290	\$50
Machining Test Coupons	Cost Plus 20%
Dry Film Thickness Gauge	\$50
REINFORCING STEEL	Each
Tensile, Bars to #6 Included	\$75 (\$200 min/chg)
Tensile, Bars #7 to #14	Quote (\$200 min/chg)
Bend Test	\$100
WELDER CERTIFICATION	
Groove Weld, Guided Bend Test	\$50
Fillet Weld, "T" Bend Test	\$50
Macroetch	\$160
Milling of Coupons	Cost Plus 20%
Min. Charge Per Cert., Excludes Bend Test, Visual Insp. or Milling of Coupons	\$300
SPRAY ON FIREPROOFING	
Coating Density Determination	\$150 + hourly rate
SPECIAL PRODUCTS TESTING	Quote

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, 2016**, 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 \$340,000** 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, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Agency. The retroactive date (if any) is to be no later than the effective date of this agreement. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford,
General Manager

By: _____
Les Card,
Chief Executive Officer

EXHIBIT A
SCOPE OF SERVICES

April 11, 2016

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

Subject: 2016-2017 Solano Habitat Conservation Plan Scope and Budget

Dear Chris:

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

Tasks for 2016-2017 assume the Public Draft HCP will be ready for publication by the end of this fiscal year's budget. Work for the upcoming year focus on tasks associated with: revisions to the Draft HCP based on Public comments; coordination and assistance for the Biological Opinion/2081 Agreement, and Implementing Agreement; developing tools to train Plan Participants to implement the HCP; development of a web-based application to assist in tracking and project requirements; development of the Management Plans, endowment budgets and associated documents for the King-Swett Ranches conservation easements; evaluation of other potential sites to fulfill mitigation opportunities; and to continue work to integrate the HCP with the Corps of Engineers and State Water Resources Control Board regulatory programs.

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

Sincerely,

LSA ASSOCIATES, INC.



Steve Foreman
Principal

ATTACHMENT 1

SOLANO HCP BUDGET JULY 1, 2016 TO JUNE 30, 2017 BASIC ASSUMPTIONS AND SCOPE

HCP Preparation Tasks

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

Budget: \$25,000

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

Budget: \$10,000

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

Budget: \$10,000

4. **Final HCP Edits and Production:** This task will be to incorporate public and agency comments on the public draft HCP. This task includes preparation of one complete camera ready copy; this scope does not include reproduction of hard copies of the HCP.

Budget: \$30,000

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

based on the Final HCP, development and refinement of a web-based GIS database and requirements for implementation, 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: \$60,000

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 Final EIR/EIS. This task is designed to track and cover these activities.

Budget: \$9,000

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: \$15,000

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 CDFW 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 CDFW.

Budget: \$ 34,000

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 2016, we anticipate additional work will be necessary to prepare responses to public comments on the Public Notice, finalize draft RGP following the Corp review and public notice review period.

Budget: \$ 10,000

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

- **Revise Current Draft LOP.** LSA will revise the current draft LOP based on the results of on-going discussions with Corps and State Board staff. Issues to be revised as applicable include:
 - How the proposed LOP will function; the review and approval processes for individual projects under each.
 - Five-year projections of the numbers of projects covered under the LOP,
 - Five-year projections of the impact and mitigation acreages (wetlands and covered species habitats).
 - Maps depicting the areas covered and the areas of projected impacts and mitigation.
- **HCP/Corps Mitigation Ratios.** LSA will continue to work with Corps and Regional Board to ensure HCP mitigation ratios adequately satisfy the Corps new procedures for mitigation ratio determination (e.g., BAMI procedures).
- **Agency Review and Comment.** LSA will work with SCWA, the Corps, State Board, and other applicable regulatory agencies on the review and assessment of the proposed RGP and LOP.
- **Revised Draft LOP.** LSA will prepare a revised draft of the LOP and will modify the associated white paper accordingly. Following review and approval by the SCWA, the revised draft will be re-submitted to the Corps and other agencies. LSA will contact each agency for updated comments. A follow-up inter-agency meeting will be scheduled, if needed.
- **Prepare Draft Section 404(b)(1) Alternatives Analysis.** LSA will prepare a draft alternative analyses that will cover the prospective LOP in accordance with Section 404(b)(1) guidelines. In accordance with 404(b)(1) guidelines, the analysis would ascertain which of the above alternatives is the Least Environmentally Damaging Practicable Alternative for implementing the HCP based on regulatory efficiency and cost effectiveness. 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: \$ 65,000

- 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: \$ 5,000

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

Budget: \$ 30,000

- 13. Mitigation Lands Evaluation:** LSA will evaluate the suitability of sites for potential acquisition by SCWA for fulfilling HCP mitigation requirements.

Budget: \$8,000

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

Budget: \$ 14,000

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

Budget: \$14,000

Total Labor and Expense Budget: \$ 340,000

EXHIBIT B

RATE OF COMPENSATION

LSA PERSONNEL POINT RICHMOND
Names, Titles, and Billing Rates
June 1 2016)

EMPLOYEE NAME	JOB TITLE	HOURLY BILLING RATE
Cultural Resources		
Hibma, Michael	Sr. Cult. Resources Manager	\$ 90
Holland, Lora	Cultural Resources Manager	\$ 85
Jones, Tim	Associate	\$ 115
Kaptain, Neal	Associate	\$ 115
Pulcheon, Andrew	Principal	\$ 155
EIR/Planning		
Guiler, Shanna	Associate	\$ 120
Lafler, Laura	Principal	\$ 185
Lillis, Bridget	Environmental Planner	\$ 80
Nurmela, Kristin	Associate	\$ 115
Ross, Steven	Associate	\$ 150
GIS		
Gallagher, Gregory	Associate	\$ 120
Simon, Michelle	GIS Specialist	\$ 95
van der Leeden, Pamela	Senior GIS Specialist	\$ 110
Natural Resources		
Cochrane, Steven	Biologist	\$ 85
Creer, Sheryl	Botanist	\$ 100
Dengler-Germain, Bethany	Assistant Biologist	\$ 75
Dobberteen, Ross	Principal	\$ 200
Foreman, Jeremy	Field Crew	\$ 75
Foreman, Steve	Principal	\$ 215
Kellner, Clint	Associate	\$ 150
Kunna, John	Senior Biologist	\$ 105
Lacy, Timothy	Principal	\$ 160
Lichtwardt, Eric	Associate	\$ 125
Milliken, Timothy	Senior Botanist	\$ 95
Molnar, George	Principal	\$ 175
Muth, David	Senior Herpetologist	\$ 125
O'Donnell, Tim	Senior Biologist	\$ 105
Roth, Jennifer	Senior Biologist	\$ 110
Sidle, Daniel	Associate	\$ 120
Sproul, Malcolm	Principal	\$ 235
Warzecha, Bernhard	Biologist	\$ 90
Zantzing, Gretchen	Senior Biologist	\$ 105
Support		
Li, Nancy	Accounting Liaison	\$ 90

Hensley, Deborah	Editor	\$	85
Martinez, Ameara	Receptionist/Word Processor	\$	70
Molina, Norma	Associate	\$	105
So, Marie	Graphics Technician	\$	105

Project Hire

Aberbom, Linda	Associate	\$	120
Akulova-Barlow, Zoya	Field Botanist	\$	90
Bouril, Chip	Senior Soil Scientist	\$	105
Catalini, Todd	Biologist	\$	100
Cooprider, Mary	Biologist	\$	100
Kelley, John	Sr Cult. Resources Manager	\$	90
Lohmann, Sean	Associate	\$	125

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Luhdorff & Scalmanini**, hereinafter referred to as "Contractor."

The Agency requires services for **Ongoing Groundwater Monitoring Activities**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$87,492** 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.. INDEMNIFY AND HOLD HARMLESS

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

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

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

7. INSURANCE

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

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

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

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

8. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

Vicki Kretsinger Grabert, President
Luhdorff & Scalmanini
Consulting Engineers
500 First Street
Woodland, CA 95695

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford,
General Manager

By: _____
Vicki Kretsinger Grabert,
President

EXHIBIT A

SCOPE OF SERVICES

April 14, 2016
Project No. 16-1-053

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

**SUBJECT: 2016-2017 General Services – Groundwater Conditions Reporting
and Groundwater Management Assistance**

Dear Mr. Lee:

In response to your request, Luhdorff & Scalmanini, Consulting Engineers (LSCE) is pleased to provide this letter describing groundwater conditions reporting and groundwater management assistance to be completed during the 2016-2017 fiscal year.

On an average day, groundwater pumped from Solano County aquifers provides water to meet the needs of over 50,000 residents of the Solano Groundwater Subbasin (Solano Subbasin), as well as farms and industrial water users. Water managers in Solano County recognize the value of this resource and the need to more fully understand the complex aquifer system on which water users rely. Recent reports and technical memorandums prepared on behalf of Solano County Water Agency (SCWA) as part of their effort to characterize and manage Solano County's groundwater resources include:

- *Solano Agencies Integrated Regional Water Management Plan (Solano Agencies, 2005)*
- *Hydrostratigraphic Interpretation and Groundwater Conditions of the Northern Solano County Deep Aquifer System (LSCE, 2010)*
- *Updated Aquifer Zone Designations for Currently Monitored Wells (LSCE, 2013)*
- *Summary of Groundwater and Land Surface Monitoring Results for Northern Solano County, California (LSCE, 2013)*
- *Westside Sacramento Integrated Regional Water Management Plan (Kennedy Jenks, 2013)*
- *Solano County Water Agency California Statewide Groundwater Elevation Monitoring (CASGEM) Network Plan (LSCE, 2014)*

- *Updated Hydrostratigraphic Interpretation of the Northern Solano County Deep Aquifer System (LSCE, 2014)*
- *Summary of Groundwater and Land Surface Monitoring Results for Northern Solano County, CA (LSCE, 2016 in progress).*

LSCE has worked on behalf of SCWA for over a decade to complete many of the investigations listed above during a time of increasing state involvement in groundwater management activities undertaken by local agencies. Among the first projects, begun in 2006, was to provide design, construction services, and geologic interpretation for 12 dedicated groundwater monitoring wells and two subsidence monitoring stations. These facilities are now operational and provide data to track groundwater levels, groundwater quality and land subsidence in the primary municipal supply aquifer for the Solano Subbasin.

With the enactment of the Sustainable Groundwater Management Act of 2014 (SGMA), LSCE has played an active role in providing input to the California Department of Water Resources (DWR) during the development of Groundwater Sustainability Plan (GSP) regulations which will determine the next phase of state oversight of groundwater management. Since June 2015 Vicki Kretsinger Grabert has served on the DWR Practitioner Advisory Panel, which has met regularly to provide feedback and comments to DWR staff during development of GSP regulations. Following publication of the Draft GSP regulations, Ms. Kretsinger Grabert and others at LSCE have provided formal comments to DWR through the Practitioner Advisory Panel and other groups.

This scope of work describes the following tasks, as discussed on March 31, 2016:

- Task 1: Development of a Comprehensive Groundwater Conditions Report and Data Management System (DMS) Update,
- Task 2: CASGEM Compliance Assistance.
- Task 3: GSA Formation Technical Assistance
- Task 4: Dedicated Groundwater Monitoring Facilities to Track Surface Water-Groundwater Interrelationships – Phase 1
- Task 5: Grant Development

Task 1: Comprehensive Groundwater Conditions Report and Data Management System Update

Regular groundwater conditions reporting will be increasingly useful, and required under SGMA, to demonstrate the sustainability of local groundwater resources to stakeholders and state agencies. For this reason, LSCE proposes to prepare a comprehensive report describing current groundwater conditions and trends in the Solano Subbasin and Suisun-Fairfield Valley

Basin relative to historical conditions. The report will evaluate conditions in the context of the hydrogeologic conceptualization for the Solano Subbasin presented in the *Hydrostratigraphic Interpretation and Groundwater Conditions of the Northern Solano County Deep Aquifer System* (LSCE, 2010). The comprehensive report will be inclusive of groundwater levels, groundwater quality, and land subsidence data available for the Solano Subbasin and Suisun-Fairfield Valley Basin.

Solano County has a complex groundwater system consisting of multiple geologically differentiated aquifer units, each supporting a variety of groundwater uses, with interactions between neighboring groundwater subbasins and surface waters including the Sacramento-San Joaquin Delta. As such, it is essential that the interpretation of available groundwater data account for the aquifer unit(s) from which the data are collected. In recent years, through great effort, SCWA has successfully assigned 134 of the more than 150 wells that are currently monitored in the county to distinct aquifer units based on observed data, well construction, and adjacent hydrostratigraphy. The proposed report will present conditions in each aquifer/hydrostratigraphic unit separately, along with a discussion of the interactions between these units.

Work to be performed under this Task will include:

- Updating the existing Data Management System (DMS)
 - Groundwater levels
 - DWR
 - SCWA
 - City of Vacaville (*monitoring and production wells*)
 - Solano Irrigation District
 - Geotracker (SWRCB) (*as available*)
 - US Bureau of Reclamation (*as available*)
 - Groundwater Quality (selected constituents)
 - DWR (*pending request to DWR for records*)
 - City of Vacaville (*through CA Department of Public Health*)
 - Solano Irrigation District (*as made available*)
 - Geotracker (SWRCB) (*as available*)
 - Subsidence Data
 - SCWA monitoring facilities
 - Additional Plate Boundary Observatory (PBO) stations
 - Assignment of additional monitoring wells to designated aquifer units based on well construction and hydrostratigraphic interpretations

- Incorporate additional data from sites monitored by the City of Dixon, City of Rio Vista, and SID (*as available*)
 - Incorporate well construction information and available water level and water quality data into the DMS
- Comprehensive Groundwater Conditions Report
 - Background
 - Brief description of the geologic setting with reference to existing reports and key figures
 - Description of existing groundwater and subsidence monitoring networks (including summary tables and figures)
 - Comprehensive evaluation of groundwater conditions and trends including levels and quality in each aquifer unit; contouring of groundwater levels in different aquifer zones for spring and fall 2016
 - Characterization and evaluation of areas of groundwater recharge and groundwater outflow
 - Presentation/evaluation of subsidence data and the relationship of subsidence to groundwater level fluctuations (data from 6 stations, including the two local stations installed by SCWA)
 - Discussion of the quality of data collected and how representative it is of county-wide conditions (focused on the State's interest in "representative monitoring")
 - Conclusions and recommendations

Additionally, we propose that LSCE prepare and deliver a presentation to SCWA and the JPA summarizing the results of work performed under this task in winter/spring 2017. The purposes of this presentation would include: providing key groundwater users with essential groundwater information and fostering county-wide collaboration to support groundwater management and monitoring.

Task 2: CASGEM Compliance Assistance

LSCE will continue to assist SCWA, as needed, during the 2016-2017 fiscal year to address any additional monitoring plan revisions and requests for further justification from DWR. The level of effort required for this task is envisioned to be less than in recent years.

Task 3: GSA Formation Technical Assistance

Through this task, LSCE will provide technical assistance, as needed, to support SCWA as it participates in sustainable groundwater management activities in Solano County. Services could include responses to questions from SCWA regarding the status of groundwater and land subsidence monitoring efforts or assistance with data interpretation as SCWA works towards GSA formation with other local agencies and DWR in the coming year. This task could also include preliminary planning and budget development for the preparation of a GSP.

Task 4: Dedicated Groundwater Monitoring Facilities to Track Surface Water-Groundwater Interrelationships – Phase 1

This task includes siting, design, and drilling contractor bid request assistance for the construction of dedicated groundwater monitoring facilities. These facilities will provide data needed to address the SGMA requirement that groundwater managers avoid “surface water depletions that have significant and unreasonable adverse impacts on beneficial uses of the surface water” (CA Water Code § 10721 (w)(6)). As described here, Phase 1 of this project is intended to serve as a source of matching funds for a subsequent grant proposal to fund the construction of monitoring facilities, instrumentation, and data analysis.

Existing monitoring facilities in the Solano Subbasin are not designed to track temporal and spatial changes in groundwater-surface water connectivity nor the manner in which key surface waters respond to the utilization of groundwater resources. The proposed facilities will address these data gaps and also provide data to improve assessments of the status of the Solano Subbasin groundwater resources. The data will also provide for improved understandings of aquifer system responses to management decisions, particularly when developed in conjunction with a groundwater-surface water flow model (described below).

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

- Collect groundwater and surface water data at dedicated facilities in order to detect changes in groundwater levels and groundwater quality and corresponding surface water stage, flow, and quality conditions.
- Collect groundwater and surface water data to establish baseline conditions that will facilitate assessments of the potential effects due to future climate change.
- Collect data to help identify mechanisms for and quantify exchanges of water between groundwater aquifers and surface waters, and responses of the hydrologic system to surface water and groundwater use.

- Incorporate the proposed groundwater monitoring facilities into the Solano County Regional Groundwater Monitoring Network and also into the SCWA CASGEM network.
- Provide surface water quality monitoring (including temperature and electrical conductivity) at existing monitoring sites along the Sacramento River and Delta Tributaries.
- Collect groundwater and surface water data that will enable water managers to avoid significant and unreasonable depletions of surface waters consistent with the requirements of SGMA.

Task 5: Grant Development

Through this task, LSCE will assist SCWA with the development of grant proposals that leverage local funds to meet the data needs and technical requirements of SGMA. This assistance will be conducted at the direction of SCWA and may include the following projects:

- Dedicated Groundwater Monitoring Facilities to Track Surface Water-Groundwater Interrelationships – Phase 2, and
- Groundwater-Surface Water Flow Model to Guide Local Groundwater Management

As SCWA is aware, state grant programs are already posting requests for proposals to support local agencies in meeting the requirements of SGMA. The development of grant-funded projects, especially those that include construction components, can take considerable time. LSCE believes that timely preparation will best position SCWA for successful grant requests.

Dedicated Groundwater Monitoring Facilities to Track Surface Water-Groundwater Interrelationships – Phase 2 will be based on a successful project developed by LSCE for the Napa Valley Groundwater Subbasin, while building on earlier work by SCWA, LSCE, and others in the Solano Subbasin. The project will include the construction of new groundwater monitoring wells and surface water monitoring facilities, where not already available, to provide data on interactions between surface water and groundwater. Project objectives will include providing a means to track the timing and extent of connectivity between surface water and groundwater along monitored stream corridors and groundwater outflows to the Sacramento-San Joaquin Delta, both of which will be important components of water budget calculations required by SGMA.

A successful Groundwater-Surface Water Flow Model proposal would fund the development and calibration of an integrated groundwater/surface water numerical flow model to simulate surface water and groundwater availability and future conditions in the Solano Subbasin. The model will serve as a valuable, locally-developed tool for calculating Solano Subbasin water budgets and testing future scenarios as part of groundwater management efforts required under SGMA.

Model objectives will include:

- Simulate the results of conjunctive use activities such as increased groundwater pumping (upper and lower portions of the aquifer system) during dry years and reduced pumping during wet years;
- Simulate the effects of redistributing pumpage either horizontally or vertically to reduce drawdown in the basal aquifer zone of the Tehama Formation;
- Examine sources of recharge to the lower freshwater aquifer zones and interconnectivity with upper freshwater aquifer zones;
- Examine the implications of lowered groundwater levels and potential subsidence;
- Determine the water budget for the complex aquifer system in the Solano Subbasin;
- Address questions concerning long-term reliability of supply from the deeper freshwater-bearing units in the northern Solano Subbasin;
- Examine whether pumping from planned conjunctive use activities have an effect on surface water flows (i.e., streamflow depletion in the Sacramento River and Delta Tributaries); and
- Simulate the effects of climate change and climate variability on groundwater availability in the Solano Subbasin.

Cost Estimate for Tasks 1 Through 5

Table 1 contains the estimated cost for the recommended activities proposed in Tasks 1 through 5. The estimated cost to complete this task is \$87,492. The current LSCE Schedule of Fees is enclosed for your reference. In the event that SCWA requests out-of-scope work and additional funds are needed to complete the task(s), SCWA will be contacted before proceeding with further work.

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

Sincerely,

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Reid Bryson
Project Hydrologist



Vicki Kretsinger Grabert
President/Senior Principal Hydrologist

Enclosures:

Table 1 – Cost Estimate
LSCE Schedule of Fees

Table 1
Cost Estimate: General Services — Solano County Water Agency Groundwater Conditions Reporting and Groundwater Management Assistance
Fiscal Year 2016-2017

Task Description		LSCE Senior Principal Hydrol.	LSCE Senior Geol.	LSCE Senior Hydrogeol.	LSCE Project Hydrogeol.	LSCE Staff Hydrogeol./G eol.	LSCE Data Technician	LSCE Clerical	Labor Cost	Other Cost	Subtask Cost	Task Cost
		Billing Rate (\$/hr)	\$200	\$175	\$175	\$135	\$125	\$98				
Task 1 – Comprehensive Groundwater Conditions Report and Data Management System Update												
Task 1.1	Data Management System update including PBO subsidence data, groundwater levels, and groundwater quality (DWR, SCWA, City of Vacaville, USBR, SID, Geotracker, and other as available)	4			40	10	20		\$9,410.00		\$9,410.00	
Task 1.2	Incorporate data and well construction information from additional monitored sites, as available, from the City of Dixon, City of Rio Vista, and SID				24	20			\$5,740.00		\$5,740.00	
Task 1.3	Interpretation/visualization of geologic system, groundwater conditions, and subsidence data.	4	12	12	40	56			\$17,400.00		\$17,400.00	
Task 1.4.1	Draft report preparation and distribution	12	6	20	30	32		4	\$15,276.00	\$50.00	\$15,326.00	
Task 1.4.2	Final report preparation and distribution	2		4	4			4	\$1,916.00	\$200.00	\$2,116.00	
Task 1.5	Presentation of results to SCWA and Joint Powers Authority	8			8				\$2,680.00		\$2,680.00	
Task Total												\$52,672.00
Task 2 – CASGEM Compliance Assistance												
Task 2.1	Provide monitoring plan revisions and further justification of monitoring network represenativeness, as requested.	2			12	12			\$3,520.00		\$3,520.00	
Task Total												\$3,520.00
Task 3 – GSA Formation Technical Assistance												
Task 3.1	Technical assistance for GSA formation and GSP planning, as requested.	8		4	16	4			\$4,960.00		\$4,960.00	
Task Total												\$4,960.00
Task 4 – Dedicated Groundwater Monitoring Facilities to Track Surface Water-Groundwater Interrelationships – Phase 1												
Task 4.1	Review of existing sources of data and interpretation of surface water-groundwater interrelationships	2							\$400.00		\$400.00	
Task 4.2	Monitoring facilities site selection, including site visits in coordination with SCWA	2	18		16				\$5,710.00		\$5,710.00	
Task 4.3.1	Monitoring facilities design	4	18		12				\$5,570.00		\$5,570.00	
Task 4.3.2	Assist SCWA with drilling contractor bid request	2	12						\$2,500.00		\$2,500.00	
Task 4.4	A brief Technical Memorandum to compile and describe available data, monitoring facilities siting and design, and drilling contractor bid materials	2	4		8			2	\$2,318.00	\$40.00	\$2,358.00	
Task Total												\$16,538.00
Task 5 – Grant Development												
Task 5.1	Support for SCWA grant proposal development, includes project scope development in coordination with SCWA staff, drafting project descriptions, developing budgets and other proposal elements, as requested	12		16	30			8	\$9,802.00		\$9,802.00	
Task Total												\$9,802.00
Total												\$87,492.00

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

EXHIBIT B

RATE OF COMPENSATION



**LUHDORFF & SCALMANINI
CONSULTING ENGINEERS**

500 FIRST STREET WOODLAND, CALIFORNIA 95695

***SCHEDULE OF FEES - ENGINEERING AND FIELD SERVICES
2016***

Professional:*

<i>Senior Principal</i>	<i>\$200/hr.</i>
<i>Principal Professional</i>	<i>\$198/hr.</i>
<i>Project Manager</i>	<i>\$185/hr.</i>
<i>Senior Professional</i>	<i>\$175/hr.</i>
<i>Project Professional</i>	<i>\$135 to 168/hr.</i>
<i>Staff Professional</i>	<i>\$115 to 130/hr.</i>

Technical:

<i>Engineering Inspector</i>	<i>\$115 to 130/hr.</i>
<i>ACAD Drafting/GIS</i>	<i>\$115/hr.</i>
<i>Engineering Assistant</i>	<i>\$98/hr.</i>
<i>Technician</i>	<i>\$98/hr.</i>

Clerical Support:

<i>Word Processing, Clerical</i>	<i>\$69/hr.</i>
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<i>Vehicle Use</i>	<i>\$0.55/mi.</i>
<i>Subsistence</i>	<i>Cost Plus 15%</i>
<i>Groundwater Sampling Equipment (Includes Operator)</i>	<i>\$170.00/hr.</i>
<i>Copies</i>	<i>.20 ea.</i>

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

* Engineer, Geologist, Hydrogeologist, and Hydrologist

Name of Project: **Fish Monitoring and Habitat Analysis**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Normandeau Associates, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Fish Monitoring and Habitat Analysis**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$35,461** 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.. INDEMNIFY AND HOLD HARMLESS

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

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

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

7. INSURANCE

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

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

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

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

8. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford,
General Manager

By: _____
John G. Moka,
Vice President/CFO

EXHIBIT A

SCOPE OF SERVICES



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

4 April 2016

RE: Scope of Work for Proposed 2016 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 2016-2017 for the consideration of Solano County Water Agency.

Task 1 – Annual Fall Fish Monitoring along Lower Putah Creek

Normandeau Associates (formerly Thomas R. Payne & Associates) has been sampling the fish fauna of lower Putah Creek using tote barge electrofishing since August 1991. Since the May 2000 Putah Creek Water Accord, Normandeau has been surveying multiple sites along the creek each October as part of an annual fish monitoring program under the Lower Putah Creek Coordinating Committee. A database containing all the raw data (individual fish lengths and weight data by site and survey date) for the entire period of record is regularly updated. The SOW for this task will include continuing the annual fall fish survey in October 2016 in order to monitor the distribution and relative abundance of fish populations in lower Putah Creek between Putah Diversion Dam and Mace Boulevard. This valuable long-term monitoring effort is unique in both its length of record and extent of the sample area for tracking changes to the resident fish populations of Central Valley river basin, which is even more valuable given the recent extended period of below normal water years in the Sacramento Valley. Normandeau is proposing to sample multiple sites along Lower Putah Creek over three days in October 2016 using the same methods and sampling gear as previous efforts. The data will be entered into the existing long-term fish database (or other format if specified by SCWA). Normandeau will also prepare a memo report detailing the sampling effort and summarizing the results.

Task 1 - Estimated Time & Materials Budget - \$27,573.50

Task 2 – Summer Fish Survey of Suisun, Green Valley, and Ledge wood Creek, Solano/Napa County

Normandeau Associates (formerly Thomas R. Payne & Associates) is proposing to repeat the fish surveys along Suisun, Green Valley, and Ledge wood creeks in Solano and Napa counties. This biological sampling was intended to update information on the distribution and relative abundance of fish in Suisun, Green Valley, and Ledge wood Creek basins creeks in the vicinity of the SCWA service area. These surveys were last conducted in 1999-2001 and the proposed surveys will use the same general methods as the previous surveys. The fish surveys were conducted using a portable backpack electroshocker to stun and capture fish at several sites in the various creeks. The length of sample reaches at each site varied based upon the length of individual habitat units (i.e. pool, riffle, run). Generally several hundred feet of stream was sampled at each site and typically this included a minimum of three riffle-pool sequences. The number and locations of sample sites will depend on ability of SCWA/SID to arrange access with landowners willing to cooperate. Ten sites were sampled in the previous surveys: five sites along Suisun Creek (Cordelia Road Bridge, Rockville Road Bridge, Putah South Canal siphon, Dorrough Ranch, and Wooden Valley Cross Road Bridge), three sites in the Green Valley basin (Reservoir Lane, Via Palo Linda, and Wild Horse Creek just upstream of its confluence with Green Valley Creek) and two sites in Ledge wood Creek (at Putah South Canal and at Abernathy Road). It is hoped that access at most of these sites can be arranged by SCWA/SID personnel for these updated surveys. If not, alternate sites may need to be identified and access arranged. Normandeau will also prepare a memo report detailing the sampling effort and summarizing the results.

Task 2 - Estimated Time & Materials Budget - \$16,261.00

890 L Street

Arcata, California 95521

Telephone (707) 822-8478

Facsimile (707) 822-8842

E-mail: tsalamunovich@normandeau.com

Date: 4 April 2016

Cost Estimate: Summer Fish Survey of Solano County Creeks (Suisun, Green Valley and Ledgewood)

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

COST VARIABLES		<u>RATE</u>
Principal Scientist (PS)	labor/hr	\$120.00
Fisheries Technician III (FT3)	labor/hr	\$62.00
Backpack Electrofisher rental	charge/day	\$100.00
Field Survey equipment	charge/day	\$110.00
Lodging	cost/night	\$90.00
Meals	cost/day	\$40.00
Company Vehicle Daily Use Fee	cost/day	\$65.00
Mileage for company truck	cost/mile	\$0.540 (or IRS rate)

JOB ELEMENTS

	<u>HOURS</u>	<u>COST</u>
Task 1 - Agency Coordination & Equipment Preparation		
Labor	PS hours 4	480.00
	Task 1 Subtotal	480.00
Task 2 - Field Survey of Suisun, Ledgewood and Green Valley Creeks (3 days)		
	<i>(assumes SCWA/SID can arrange access at sites along creeks)</i>	
Labor	PS hours 30	3,600.00
	FT3 hours 30	1,860.00
Travel	PS hours 15	1,800.00
	FT3 hours 15	930.00
Electrofisher	days 3	300.00
Equipment	days 3	330.00
Lodging	nights 10	900.00
Meals	days 10	400.00
NAI Truck Daily use Fee	days 5	325.00
Mileage	miles 900	486.00
Miscellaneous Field Supplies		\$50.00
	Task 2 Subtotal	10,981.00
Task 3 - Data Entry and Reporting		
Labor	PS hours 40	4,800.00
	Task 3 Subtotal	4,800.00
	All Tasks Total	\$16,261.00

Task 3 –Compilation, Organization, and Preliminary Analysis of Lower Putah Creek Water Temperature Data

SCWA and the LPCCC Streamkeeper have been collecting and archiving water temperature data from several thermographs located in lower Putah Creek for several years (Rich Marovich, personal communication). Normandeau Associates would like an opportunity to compile, and organize the data files and then begin a preliminary analysis of the data showing longitudinal gradients, as well as any localized anomalies, including areas of groundwater upwelling where thermographs may have been located. Due to the unknown number of data files, thermograph locations, and years of record an exact estimate of time required is impossible to make at this time. We would suggest budgeting several weeks of time during this fiscal year to begin the task. If additional time is required, that could be included in future fiscal year budgets.

Task 3 - Estimated Time & Materials Budget - \$19,200.00



NORMANDEAU ASSOCIATES

ENVIRONMENTAL CONSULTANTS

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

Date: 4 April 2016

Cost Estimate: Compilation, Organization, and Preliminary Analysis of Lower Putah Creek Water Temperature Data

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

COST VARIABLES

		<u>RATE</u>
Principal Scientist (PS)	labor/hr	\$120.00

JOB ELEMENTS

	<u>HOURS</u>	<u>COST</u>
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Task 1 - Data Compilation, Organization & Preliminary Analysis

Labor	PS hours	120	14,400.00
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Task 1 Subtotal			14,400.00
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Task 2 - Reporting

Labor	PS hours	40	4,800.00
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Task 2 Subtotal			4,800.00
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All Tasks Total			\$19,200.00
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EXHIBIT B

RATE OF COMPENSATION

**SOLANO COUNTY AMENDMENT TO
PACIFIC GAS AND ELECTRIC COMPANY AND
AGENCY
CO-FUNDING AGREEMENT**

This Third amendment (the "Third Amendment") to the July 1, 2014 High-Efficiency Clothes Washer Rebate Initiative Agreement between Pacific Gas and Electric Company (PG&E) and Solano County ("AGENCY") is made and effective as of January 1, 2016 (the "Third Amendment Effective Date").

RECITALS

WHEREAS, PG&E and AGENCY entered into an Agreement relative to the High-Efficiency Cooperative Clothes Washer Rebate Initiative Program on July 1, 2014 (the "Agreement"); and

WHEREAS, the Parties desire to extend the cooperative initiative and make certain revisions to the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Section 8, Term is hereby amended as follows;

This Agreement shall be effective as of the Effective Date, and shall continue in effect through December 31, 2017 in order to complete the services established in Attachment 1 (the "Term") unless earlier terminated in accordance with this Agreement.

ATTACHMENT 1: SCOPE OF SERVICES

2. Initiative Schedule, Section 1.1.2 is hereby amended to define the Initiative Period as being between January 1, 2016 and December 31, 2016.
3. Initiative Schedule, Section 1.1.4 is hereby amended to define that 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 for Rebate applications postmarked by March 1, 2017.
4. Initiative Start Up, Section 2.1.7 is hereby amended to define that PG&E will maintain a Website through March 31, 2017.
5. Initiative Closeout Services Section 2.5.1 is hereby amended to define that PG&E will resolve all pending rebates and report on all Initiative activity by December 31, 2017
6. Initiative Closeout Services Section 2.5.2 is hereby amended to define PG&E and AGENCY will update website content until March 31, 2017.

ATTACHMENT 2: RATES AND CHARGES

7. Attachment 2, Rates and Charges, Section 2.1, Paragraph one is hereby amended to define that the total amount to be paid under the Agreement shall not exceed \$200,000 per year.
8. Attachment 2, Rates and Charges, Section 2.4 Marketing Services, is hereby deleted in its entirety and replaced with the following:

Direct Costs

The Direct marketing service costs shall be as follows:

Item	Estimated 1-Year Total Cost	Basis for AGENCY portion	AGENCY Estimated 1-Year Costs
<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 AGENCY pays 2.3% of the cost. See table below for the cost allocation percentages	\$1,035
<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 AGENCY pays 2.3 % of the cost. See table below for the cost allocation percentages	\$92

Cost Allocation Percentages Table

Agency Name	Website Costs Allocation (%)	POP and Application Costs Allocation (%)
PG&E	10%	50.0%
ACWD	10%	3.7%
BAWSCA	10%	4.6%
CCWD	10%	3.9%
EBMUD	10%	11.0%
SCVWD	10%	16.5%
SFPUC	10%	4.5%
Zone 7	10%	2.9%
City of Napa	10%	0.7%
Solano County	10%	2.3%

Total Marketing Services Cost Ceiling: \$5,500

Charges assessed for Marketing Services will be billed on a bi-annual basis in a separate invoice to be issued within 30 calendar days of the end of the months of June and December.

9. Except as expressly modified by the First Amendment and this Third Amendment, all terms and conditions in the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this Third Amendment, this Third Amendment shall prevail. This Third Amendment may be executed in counterparts, each of which will be deemed an original. Each Party is fully responsible for ensuring that the person signing this Third Amendment on that Party's behalf has the requisite legal authority to do so.

IN WITNESS HEREOF, the Parties have, through their duly authorized officers, executed this Third Amendment as of the Third Amendment Effective Date.

AGENCY: SOLANO COUNTY

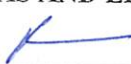
By: 

Name: Roland Sanford

Title: General Manager

Date: 12-10-15

PACIFIC GAS AND ELECTRIC COMPANY, Program Administrator

By: 

Name: Paul Benzen

Title: Manager, EE Products

Date: 12-15-15

Name of Project: **Lake Berryessa Outreach**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective** July 1, 2016 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 \$190,000** 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, 2018** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

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

8. INSURANCE

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

Roland Sanford, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste 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: _____
Roland Sanford,
General Manager

By: _____
Joe Martinez,
Board President

EXHIBIT A

SCOPE OF SERVICES

The Solano Resource Conservation District (RCD) will provide public education and outreach for Lake Berryessa, with a specific focus on protecting water quality and invasive species education. The Solano RCD will also oversee the Lake Berryessa Outreach program, and participate in other activities as needed such as the Lake Berryessa Watershed Partnership. This contract will provide \$95,000 per fiscal year for a total of two years.

Since part of this program is funded by the California Division of Boating and Waterways (DBW), the Solano RCD will also need to comply with the DBW grant requirements (Grant Number C15Q0808). The Solano County Water Agency is the grant recipient, and the Solano RCD is a professional services subcontractor to the Solano County Water Agency.

EXHIBIT B

RATE OF COMPENSATION

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

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

Name of Project: **Flood Awareness**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective** July 1, 2016 is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and the **Solano Resource Conservation District**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2019** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

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

8. INSURANCE

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency

Solano Resource Conservation District

a Public Agency

By: _____
Roland Sanford, General Manager
General Manager

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

EXHIBIT A

SCOPE OF SERVICES

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

EXHIBIT B

RATE OF COMPENSATION

Fiscal Year 2016 – 2017: \$30,000

Fiscal Year 2017 – 2018: \$30,000

Fiscal Year 2018 – 2019: \$30,000

Name of Project: **General Engineering Assistance**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Summers Engineering, Inc.**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

3. METHOD OF PAYMENT

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

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.

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

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

6. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

commencing the performance of the professional services under this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

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

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

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

8. COMPLIANCE WITH LAW

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

9. RECORD RETENTION

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

10. OWNERSHIP OF DOCUMENTS

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

11. SUBCONTRACT AND ASSIGNMENT

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

12. NONRENEWAL

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

13. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

Summers Engineering, Inc.

By: _____
Roland Sanford,
General Manager

By: _____
Roger Reynolds,
Vice President

EXHIBIT A

SCOPE OF SERVICES

Provide general engineering assistance to the Agency as requested, associated with other non-contracted projects. The agreement will also cover engineering assistance from Summers Engineering associated with completion of the PSC Headworks project and Phase 2 work, engineering support for a permanent decontamination station at Lake Berryessa, and seepage concerns in the PSC Terminal Check.

EXHIBIT B

RATE OF COMPENSATION

SUMMERS ENGINEERING, INC.

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

January 1, 2016

FEE SCHEDULE

Principals

Joseph C. McGahan	\$ 195.00 per hour
Roger L. Reynolds	\$ 185.00 per hour
Brian J. Skaggs	\$ 165.00 per hour
Scott L. Jacobson	\$ 160.00 per hour
Chris Linneman	\$ 155.00 per hour

All other employees	2.5 times salary costs
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Expert testimony, including the preparation therefore, in legal proceedings will be at the rate of \$ 290.00 per hour.

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

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

Communications

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

Document Reproduction

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

Computers

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

Name of Project: **PDD Bulkhead**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Summers Engineering, Inc.**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$70,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

commencing the performance of the professional services under this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

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

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

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8. COMPLIANCE WITH LAW

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

9. RECORD RETENTION

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10. OWNERSHIP OF DOCUMENTS

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

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

12. NONRENEWAL

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

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

Summers Engineering, Inc.

By: _____
Roland Sanford,
General Manager

By: _____
Roger Reynolds,
Vice President

EXHIBIT A

SCOPE OF SERVICES

Provide professional engineering and engineering construction management support for the PDD Bulkhead project. The PDD Bulkhead project will involve deploying the bulkhead into Lake Solano, dewatering one of the Diversion Dam gates, and rehabilitation of the flood gates. Summers Engineering will provide engineering support as needed for this project.

EXHIBIT B

RATE OF COMPENSATION

SUMMERS ENGINEERING, INC.

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

January 1, 2016

FEE SCHEDULE

Principals

Joseph C. McGahan	\$ 195.00 per hour
Roger L. Reynolds	\$ 185.00 per hour
Brian J. Skaggs	\$ 165.00 per hour
Scott L. Jacobson	\$ 160.00 per hour
Chris Linneman	\$ 155.00 per hour

All other employees 2.5 times salary costs

Expert testimony, including the preparation therefore, in legal proceedings will be at the rate of \$ 290.00 per hour.

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

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

Communications

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

Document Reproduction

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

Computers

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

Name of Project: **PSC Screen Cleaner Feasibility Study**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Summers Engineering, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for the **PSC Screen Cleaner Feasibility Study**; 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 Screen Cleaner Feasibility Study**, 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, up to the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

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

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

4. TIME OF PERFORMANCE

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

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

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

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

8. COMPLIANCE WITH LAW

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

9. RECORD RETENTION

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

10. OWNERSHIP OF DOCUMENTS

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

11. SUBCONTRACT AND ASSIGNMENT

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

12. NONRENEWAL

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

13. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

Summers Engineering, Inc.

By: _____
Roland Sanford,
General Manager

By: _____
Roger Reynolds,
Vice President

EXHIBIT A

SCOPE OF SERVICES

Conduct an engineering feasibility study on the costs to design/construct/install automatic screen cleaners at several check structures in the Putah South Canal. The study will identify what checks should have a screen cleaner installed, and the priority of each installation.

EXHIBIT B

RATE OF COMPENSATION

SUMMERS ENGINEERING, INC.

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

January 1, 2016

FEE SCHEDULE

Principals

Joseph C. McGahan	\$ 195.00 per hour
Roger L. Reynolds	\$ 185.00 per hour
Brian J. Skaggs	\$ 165.00 per hour
Scott L. Jacobson	\$ 160.00 per hour
Chris Linneman	\$ 155.00 per hour

All other employees 2.5 times salary costs

Expert testimony, including the preparation therefore, in legal proceedings will be at the rate of \$ 290.00 per hour.

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

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

Communications

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

Document Reproduction

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

Computers

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2016** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Southwest Environmental Incorporated, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$300,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

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

5. MODIFICATION AND TERMINATION

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

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

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

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

8. COMPLIANCE WITH LAW

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

9. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____

Roland Sanford, General Manager
Solano County Water Agency

By: _____

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

EXHIBIT A

SCOPE OF SERVICES

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

1.0 Marketing

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

2.0 Customer Service

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

3.0 Permitting

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

4.0 Plumbing Fixtures

- 4.1 Acceptable HET(s) shall meet American Society of Mechanical Engineers (ASME) Standards A112.19.2, WaterSense specifications and be from the current Uniform North American Requirements (UNAR) listing. HETs with a Maximum Performance (MaP) Testing of more than 700 grams, will be considered higher quality and evaluated as such.
- 4.1.1 Ceramic water closet fixtures must conform to applicable requirements in ASME A112.19.2/CSA B45.1
- 4.1.2 Stainless steel water closet fixtures must conform to applicable requirements in ASME A112.19.3/CSA B45.4
- 4.1.3 Water closet fixtures intended to be used with flushometer valves of varying consumption levels (e.g., 1.6 and 1.28 gpf) shall be marked with a dual-consumption or consumption range marking as indicated in ASME A112.19.2/CSA B45.1. Water closet fixtures shall not be marked with the words “or less” to indicate compatibility with flushometer valves of varying consumption levels
- 4.4 HET Bowl: Proposed bowls will be WaterSense labeled 1.28 gallons per flush or less. Toilet fixtures shall be marked in accordance with requirements in ASME A112.19.2/CSA B45.1 with the exception identified in Section 5.1.1 below.
- 4.5 HET Tank Internal Parts: Proposed internal toilet tank parts must be the manufacturer’s recommended flapper, flush valve, or pressure assist tank for each proposed HET, with the model numbers provided in the literature, so replacement parts can be easily purchased.
- 4.6 HET Toilet Seat: Proposed toilet seat must be the appropriate seat for the proposed toilet bowl, round seat for round bowl, elongated seat for elongated bowl, commercial seat for commercial bowl. Include make, model number and material the seat is made of.
- 4.7 HET Wax Ring or Neoprene Gasket: Must fit 3” and or 4” waste lines with ¼” to 2 ¼” bolt kit. Bolts are to be brass, double-nut, and include washers or similar, to fit proposed HET(s).
- 4.8 HET Water Supply Line: Must be a braided stainless steel (SS) water supply line.
- 4.3 CONTRACTOR to offer all participants a choice between Pressure-Assist or Gravity Single or Dual Flush HET models to be installed.
- 4.4 CONTRACTOR to install HETs with all accessory parts, including toilet seat, stainless steel water supply line, wax ring, and brass flange bolts. CONTRACTOR to warranty all labor and materials used in the HET installations, and guarantee all HET installations are leak free and functioning correctly for a one year period from the installation date.
- 4.5 CONTRACTOR to purchase and provide sufficient inventories of all HET fixtures and associated materials for all HET installations, including toilet seat, wax ring/bolts, water supply line, and angle stop, as well as provide any necessary warehousing, staffing and recycling or disposal services.

- 4.6 Acceptable HEU(s) will meet American Society of Mechanical Engineers (ASME) Standards ANSI/ASME A112.19.2, and be WaterSense certified. All plumbing fixture size, design, mounting and installations shall meet the manufacturer's specifications, and all local, state, and federal plumbing codes, including ASME A112.19.2-2013/CSA B45.1-13 including Update No. 1 dated October 2013 and ASME A112.19.19-2006 (R2011) and/or the Uniform Federal Accessibility Standards (UFAS) www.access-board.gov/ufas-html/ufas.htm for all ADA installations.
- 4.7 Ceramic urinal fixtures must conform to ASME A112.19.2/CSA B45.1 requirements. The manufacturer shall specify a maximum flush volume (rated flush volume) of the flushing device or urinal fixture, which must be equal to or less than 0.5 gpf. The average maximum flush volume, determined through testing, shall not exceed 0.5 gpf.
- 4.8 Stainless steel urinal fixtures must conform to ASME A112.19.3/CSA B45.4 requirements. The manufacturer shall specify a maximum flush volume (rated flush volume) of the flushing device or urinal fixture, which must be equal to or less than 0.5 gpf. The average maximum flush volume, determined through testing, shall not exceed 0.5 gpf.

5.0 Installation Services

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

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

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

- 5.2 Normal Site Conditions: Prior to performing any work, SWE shall pre-inspect each site to ensure Normal Site Installation Conditions exist at the site including:
- Measured static water pressure is not less than 35 psi and not more than 80 psi at the installation site
 - Measured dynamic water pressure at or above 30 psi at the installation site
 - Mounting surface (floor-toilet) is level and suitable to adequately support proper fixture installation
 - Existing toilets to be replaced are 3.5 gallons-per-flush or greater

- 5.3 All fixture size, design, and mounting heights shall meet ASME A112.19.2- 2003 for standard height installations, or the Uniform Federal Accessibility Standards (UFAS) www.access-board.gov/ufas for required ADA installations.
- 5.4 Abnormal Site Conditions: Sites not meeting the “Normal Site Conditions” are not eligible for the program. SWE shall inform the customer or owner’s representative in writing of the condition(s) that make the site ineligible. Any repairs necessary to make the site meet the Normal Site Condition criteria are NOT part of this project scope of work and are, therefore, NOT reimbursable by SCWA. A copy of all SWE correspondence to customers pertaining to Abnormal Site Conditions shall be submitted to SCWA on a monthly basis.
- 5.5 Warranty: SWE shall provide each participating customer a 12-month warranty on all parts and labor. SCWA reserves the right to withhold 2% retention of each monthly invoice until the end of the 12-month warranty period for each HET installation. At the end of the 12-month warranty period, the 2% retention will be returned to SWE, unless there are any unresolved warranty issues.
- 5.6 Professional Attire: SWE staff to wear shirts with SWE logo and identification badges to be easily recognized and identified by customers.
- 5.7 Safety: SWE staff to wear CAL/OSHA safety clothing and equipment while providing all installation services.
- 6.0 Toilet Recycling/ Disposal**
- 6.1 SWE shall provide fixture recycling/disposal services for all removed plumbing fixtures and accessories including: collection, dismantling, hauling, and recycling or disposal.
- 6.2 SWE shall provide documentation (e.g. recycling or disposal receipts) which verifies the fixtures were recycled or disposed of. All recycling/disposal work shall be managed and conducted in a safe manner, observing all necessary employee safety measures.

EXHIBIT B

RATE OF COMPENSATION

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

DRAFT

	Manufacturer	Description	Model	Cost	
				1-20 toilets	21+ toilets
Tank & Bowl Toilets	Western Pottery	Round Front 1.28gpf	822-HET	\$290.00	\$265.00
	Western Pottery	Elongated 1.28gpf	832-HET	\$300.00	\$275.00
	Western Pottery	ADA 1.28gpf	872-HET	\$330.00	\$305.00
	Western Pottery	Round Front 1.0gpf	722-HET	\$325.00	\$300.00
	Western Pottery	10" rough-in tank	T5ULF-HET-10	\$40.00	\$40.00
	Niagara	Stelath Round Front 0.8gpf	N7716	\$325.00	\$300.00
	Niagara	Stelath Elongated/ADA 0.8gpf	N7717	\$330.00	\$305.00
	Niagara	Stelath Backoutlet 0.95gpf	N7799	\$410.00	\$385.00
	Niagara	Stelath 10" rough-bowl 0.8gpf	N772614R	\$335.00	\$310.00
	Vitra Evergreen	Round Front 1.20gpf	5196-5402	\$290.00	\$265.00
	Vitra Evergreen	Elongated 1.20gpf	5195-5402	\$300.00	\$275.00
	Kohler	Wellworth Elongated 1.0gpf pressure assist	K-3531-0	\$360.00	\$335.00
	Kohler	Highline Elongated 1.0gpf pressure assist	K-3519-0	\$375.00	\$350.00
Commercial Flushvalve Toilets	Kohler	Kingston Wall-Hung 1.28 w/manual valve	K-4325-0	\$410.00	\$385.00
	Kohler	Highline Floor Mount 1.28 w/ manual valve	K-4405-0	\$400.00	\$375.00
	Kohler	Wellworth Floor Mount 1.28gpf w/ manual valve	K-4406-0	\$390.00	\$365.00
	Sloan	Manual HET Flushometer and HET Wall Hung Water Closet	WETS 2051.1001-1.28	\$410.00	\$385.00
	Sloan	Manual HET Flushometer and HET Water Closet	WETS 2000.1001-1.28	\$390.00	\$365.00
	Sloan	Manual HET Flushometer and ADA HET Water Closet	WETS 2020.1001-1.28	\$400.00	\$375.00
	Kohler	Bardon Small Urinal 0.5gpf	K-4904-ET	\$490.00	\$490.00
Other Fixtures	Niagara	Chorme Earth 1.5gpf Showerhead	N2915CH	\$7.50	\$7.50
	Niagara	Earth Handheld 1.5gpf Showerhead	N2945CH	\$20.00	\$20.00
	Niagara	Pressure-Compensated Sink Aerator 1.0gpm Bubble Spray	N3210B-PC	\$3.00	\$3.00
	Niagara	Kitchen Aerator 1.5gpf	N3115P	\$4.50	\$4.50
	Niagara	Aerator 0.5gpm Needle Spray	N3205N	\$3.00	\$3.00
	None	Angle Slope	None	\$30.00	\$30.00

Name of Project: **Geomorphic Assessment and Design**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Streamwise, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

3. METHOD OF PAYMENT

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

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

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

4. TIME OF PERFORMANCE

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

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford,
General Manager

By: _____
Rick Poore
Principal

EXHIBIT A

SCOPE OF SERVICES

Professional services to include but not limited to:

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

EXHIBIT B

RATE OF COMPENSATION

Labor	\$ 105.00 per hour
Travel	\$ 52.50 per hour
Lodging and incidentals	at cost with receipts
Mileage	at federal rate

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, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Terraphase Engineering Inc.**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

3. METHOD OF PAYMENT

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

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

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

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

6.. INDEMNIFY AND HOLD HARMLESS

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

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

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

7. INSURANCE

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

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

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

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

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford,
General Manager

By: _____
Lucas Paz,
Senior Associate Hydrologist

EXHIBIT A

SCOPE OF SERVICES



April 8, 2016

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

sent via: email

Subject: Proposal for Cache Slough Watershed Stormwater Sampling and Associated Water Quality Monitoring Services for the 2016-2017 Sampling Season, Solano County Water Agency, Solano County, California

Dear Mr. Lee:

Per our discussions, Terraphase Engineering Inc. (Terraphase) is pleased to submit this proposal to provide professional services to conduct stormwater sampling and associated services to support the water quality monitoring program for the 2016-2017 sampling season within the Cache Slough Watershed as directed by the Solano County Water Agency (SCWA). The following proposed scope of work is consistent with the ongoing water quality monitoring program and will support requested water quality data collection during the 2016-2017 rainy season as directed by SCWA. A description of the proposed activities is provided in the following paragraphs.

Scope of Work

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

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

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

Task 2: Review and Refinements to the Sampling Program

Based on previously compiled information, including summary of data gaps and associated analyses and evaluation of previous monitoring data, Terraphase assumes the sampling plan and program may require minor revisions or updates. The final 2016-2017 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 2016-2017 (Year 7) Water Quality Sampling

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

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

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

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

- Alamo Creek
- Upstream of Shag Slough

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

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

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

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

In addition to the above mentioned analytes, the following analytes were sampled for in the 2015-2016 sampling season and are proposed for the 2016-2017 sampling season as well.

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

- Pesticides: Organochlorine Pesticides, Organophosphates, Pyrethroids and Carbamates

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

In the 2015-2016 sampling season additional tests were conducted for dissolved metals to compare results to total metals in order to provide an additional level of detail to characterize potential sources and contribution from particulate/sediment associated metals versus dissolved metal loading. Analysis for dissolved metals requires a maximum 24 hour hold time (for filtering) prior to delivery to the lab.

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

Task 4: Project Management

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

Cost Estimate

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

The following table provides a summary breakdown by task.

TASKS	COST
Task 1: Coordination, Preparation of Project Status Summaries and Requested Outreach Material for SCWA and Cache Slough Watershed Group Stakeholders	\$6,000.00
Task 2: Review and Updates to the Sampling Program	\$6,000.00
Task 3: Implementation and Documentation of 2016-2017 Water Quality Sampling	\$34,000.00
Task 4: Project Management	\$4,000.00
TOTAL	\$50,000.00

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

Closing

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

Sincerely,

For Terraphase Engineering Inc.



Lucas W. Paz, Ph.D., CPESC, QSD
Senior Associate Hydrologist

Attachments: 1 – Rate Sheet

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B

RATE OF COMPENSATION



Attachment 1

2016 Standard Schedule of Charges and 10% Discount/10% ODC

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

Labor Charges

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

Expenses

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

Payment

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

Memorandum of Understanding

**Between the Western Municipal Water District (“WESTERN”),
Solano County Water Agency (“PROGRAM PARTICIPANT”)**

Participation in Free Sprinkler Nozzles Program and Reimbursement Payments Associated Therewith

Background:

1. WESTERN and PROGRAM PARTICIPANT have previously entered into, or hereby enter into, a memorandum of understanding in order to partner for the sole purpose of extending Western’s FreeSprinklerNozzles.com Program to the residential, commercial and irrigation customers within the PROGRAM PARTICIPANT service area. In the event the parties have previously entered into such a memorandum of understanding, then this Amended and Restated Memorandum of Understanding (“MOU”) hereby supersedes, replaces, and otherwise controls over the memorandum of understanding which was in place prior to the effective date of this MOU. In the event the parties have not previously entered into a memorandum of understanding, then this MOU shall be deemed to be the contractual arrangement between the parties on the matters addressed herein.
2. In the event this MOU is replacing a memorandum of understanding that is already in effect, the purpose of this MOU is to provide for the distribution of additional types and models of water-efficient sprinkler nozzles from multiple manufacturers with a variety of unit costs. These additional types of nozzles are rotating nozzles and will be available to commercial/irrigation customers only (“Commercial/Irrigation Nozzles”). These Commercial/Irrigation Nozzles were not part of the FreeSprinklerNozzles.com Program at the time of some of the original memorandum of understandings. The fixed spray nozzles will continue to be available for residential and commercial/irrigation customers.
3. The FreeSprinklerNozzles.com Program budget within the PROGRAM PARTICIPANT service area, funded by the PROGRAM PARTICIPANT budget will seek to incentivize the installation of water-efficient sprinkler nozzles for residential customers and Commercial/Irrigation customers (collectively referred to as “Nozzles”) during the program offering period of July 1, 2016 to June 30, 2017, within the PROGRAM PARTICIPANT service area, up to a maximum budget of \$ 50,000.

4. WESTERN and PROGRAM PARTICIPANT have agreed to work together and coordinate the implementation of the FreeSprinklerNozzles.com Program as set forth in this MOU and as further described at the FreeSprinklerNozzles.com website.
5. Nothing in this MOU shall be deemed to be the provision of any service or other activity outside of each party's respective service area, and to the extent the performance of any aspect of this MOU can be considered a "service," California Government Code Section 54981 permits a local agency to contract with another local agency for performance by the latter of municipal services or functions within the territory of the former. The purpose of this MOU is to facilitate implementation of the FreeSprinklerNozzles.com Program in order to further each party's conservation goals. In addition, WESTERN desires to enter into this MOU in order to obtain funding and other operational support toward the cost and requirements for implementation of the FreeSprinklerNozzles.com Program.

Understandings and Agreements:

1. WESTERN has developed and currently administers a customer self-service website, FreeSprinklerNozzles.com, for the dissemination of product vouchers within its service area. Under the FreeSprinklerNozzles.com Program, the Commercial/Irrigation customer is responsible for selecting the nozzle type and manufacturer prior to being eligible to receive a voucher. Residential customers are offered a voucher for fixed spray nozzles only. Neither WESTERN nor PROGRAM PARTICIPANT shall be responsible for making, or assisting in making, the selection of a Nozzle and shall not be liable in connection with the results, or lack thereof, from the use of such Nozzles.
2. WESTERN has agreed to extend the use of the FreeSprinklerNozzles.com website to the PROGRAM PARTICIPANT service area.
3. Customers, within the PROGRAM PARTICIPANT service area, will, when participating on the FreeSprinklerNozzles.com website, be issued a voucher that is redeemable at participating landscape irrigation equipment suppliers near or within PROGRAM PARTICIPANT service area.
4. For every water-efficient sprinkler Nozzle for which a voucher is redeemed at a local irrigation store within the PROGRAM PARTICIPANT service area, WESTERN will invoice PROGRAM PARTICIPANT, and PROGRAM PARTICIPANT shall pay the amounts shown below or any other amounts which may be in effect as of the date of the applicable invoice as determined by WESTERN under the FreeSprinklerNozzles.com Program, provided, however that the maximum amount payable by PROGRAM PARTICIPANT pursuant to this MOU shall not exceed the Maximum Amount set forth in paragraph 7 of this Agreement. The Maximum

Amount shall apply to all Nozzles regardless of whether Nozzles are for residential, commercial or irrigation customers. PROGRAM PARTICIPANT shall not be permitted to allocate a certain portion of the Maximum Amount for certain types of customers, Nozzles or manufacturers.

Unless different amounts are in effect as of the date of the applicable invoice, as determined by WESTERN, the per unit price for each Nozzle shall be as follows:

Toro Precision Series Spray Nozzle: \$3.60
Toro Precision Series Rotating Nozzle: \$5.00
Hunter MP Rotator Nozzle: \$5.00
Rain Bird Rotating Nozzle: \$4.00
Rain Bird Rotating Variable Arc Nozzle: \$5.00

_____ By initializing this paragraph, PROGRAM PARTICIPANT is hereby opting to allow and fund both the fixed spray and rotating Commercial/Irrigation Nozzles in connection with requests from Commercial/Irrigation customers. The refusal or failure to initial this paragraph shall indicate that PROGRAM PARTICIPANT will only allow and fund fixed spray Commercial/Irrigation Nozzles in connection with requests from Commercial/Irrigation customers.

5. Additionally, WESTERN will, on a monthly or quarterly basis, as determined by WESTERN, prepare a fully documented invoice, for the amounts due as set forth above, transmitting directly to Andrew Florendo, Water Conservation Coordinator, Solano County Water Agency, 810 Vaca Valley Parkway, Ste. 203, Vacaville, CA 95688, stating the amount due for the number of water-efficient sprinkler Nozzles processed during the previous period, that were distributed by way of the voucher program within the PROGRAM PARTICIPANT service area. Each invoice shall be accompanied by back up documentation that shall include at least the following: participant account number, participant address and number of Nozzles distributed to each individual participant. PROGRAM PARTICIPANT shall pay each invoice within thirty (30) days from the date of PROGRAM PARTICIPANT's receipt of the applicable invoice.
6. PROGRAM PARTICIPANT, if it elects to do so, will have the responsibility to audit and verify the installation of the water-efficient sprinkler Nozzles distributed by the FreeSprinklerNozzles.com Program, within its respective service area, including for PROGRAM PARTICIPANT member agencies (local urban water suppliers), if applicable. PROGRAM PARTICIPANT shall be solely responsible, at its sole cost and expense, to enter into the applicable arrangements, if applicable, and take any action which may be required, in order to enforce the requirements of its member agencies as set forth herein.

7. PROGRAM PARTICIPANT has an approved budget, not-to-exceed \$ 50,000 to support the implementation of the FreeSprinklerNozzles.com Program within the PROGRAM PARTICIPANT service area ("Maximum Amount"). Notwithstanding anything to the contrary in this MOU, PROGRAM PARTICIPANT shall have no obligation to spend funds in excess of the Maximum Amount without further written authorization in the form of a written amendment to this MOU, signed by each party's authorized signatory.
8. PROGRAM PARTICIPANT will coordinate and participate in the overall administrative oversight of, and foster the multiple-agency participation in, the FreeSprinklerNozzles.com Program within the PROGRAM PARTICIPANT service area as applicable. Specifically, PROGRAM PARTICIPANT will be responsible for providing the customer information as requested.
9. The term of this MOU shall extend from the date of full execution until **June 30, 2017**. This Agreement shall remain in effect during the term unless earlier terminated under the following procedures:
 - (a) If either party to this MOU believes that the other party has failed to perform any obligation of that party in accordance with the terms of this MOU ("Default"), the party alleging the Default shall provide written notice ("Default Notice") to the other party, setting forth the nature of the alleged Default. Unless otherwise provided by a specific term of this MOU, the party claimed to be in Default shall have (i) with respect to a Default involving the payment of money, ten (10) days after its receipt of the Default Notice to completely cure such Default, and (ii) with respect to any other type of Default, thirty (30) days from the receipt of the Default Notice to completely cure such Default or, if such Default cannot reasonably be cured within such thirty (30) day period, to commence the cure of such Default within the thirty (30) day period and diligently prosecute the cure to completion thereafter. If the party claimed to be in Default does not cure such Default within the time periods and procedures as set forth herein, the party alleging Default may then pursue the applicable legal and equitable remedies.
 - (b) In the event either party determines it is not feasible or permissible to continue to perform this MOU due to issues regarding whether a service or activity is being performed outside of a party's service area, either party may terminate this agreement upon ten (10) days prior written notice to the other party. In the event of any such termination, the parties will remain obligated to perform and pay for any obligation incurred prior to the effective date of said termination unless otherwise prohibited by law or regulation.
 - (c) Either party may terminate this MOU for convenience at any time upon thirty (30) days written notice. In the event of any such termination, the parties

will remain obligated to perform and pay for any obligation incurred prior to the effective date of said termination unless otherwise prohibited by law or regulation.

(d) Upon termination of the Agreement, WESTERN shall immediately stop using any data (including the Confidential Data) provided by PROGRAM PARTICIPANT to WESTERN and shall, as directed by PROGRAM PARTICIPANT, return or destroy the Confidential Data and certify the destruction of the same.

(e) Surviving Obligations. Obligations with respect to confidentiality, use, and destruction of the Confidential Data, indemnification, and payment shall survive the termination of this Agreement.

10. Confidentiality and Usage of Data.

(a) PROGRAM PARTICIPANT agrees to provide WESTERN with PROGRAM PARTICIPANT customer names, addresses and account numbers ("Confidential Data") solely for the purpose of allowing PROGRAM PARTICIPANT customers to participate in the FreeSprinklerNozzles.com Program (the "Authorized Use"). The Confidential Data will remain the property of PROGRAM PARTICIPANT and its customers. WESTERN shall use the Confidential Data solely for the Authorized Use. WESTERN shall not use the Confidential Data for commercial purposes or for any other use other than the Authorized Use.

(b) The Confidential Data or any confidential information disclosed by the disclosing party to the receiving party shall be treated as confidential and maintained in confidence by the receiving party. The receiving party shall not disclose any confidential information of the disclosing party except to its own personnel who have a need to know. Without limiting the foregoing, the receiving party shall take at least the same steps and use the same methods to prevent the unauthorized use or disclosure of Confidential Data of the disclosing party as it takes to protect its own confidential or proprietary information.

(c) Public Records Act. In the event a public records request is made to either party ("Receiving Party") for information regarding customers or other information from the other party ("Subject Party"), the Receiving Party shall provide notice to the Subject Party in order to provide the Subject Party with the opportunity to pursue the applicable action for withholding any such records from disclosure.

(d) Data Security and Distribution. WESTERN will ensure that any Confidential Information included in the Data is stored on computers and storage media accessible only by those WESTERN personnel with a need to use those portions of the Data, and that only the minimum number of copies reasonably necessary to accomplish the Authorized Use will be made. Confidential Data stored in an

electronic format will be stored using industry-standard encryption and security features. (e) WESTERN shall not, and will inform all users that they may not:

- (i) Disclose any portions of the Data that are individually identifiable or that otherwise identifies persons, directly or indirectly, except as permitted under this MOU;
- (ii) Use the Data to learn the identity of any person or entity included in the Data or to contact any such person or entity for any purpose, except as permitted under this MOU;
- (iii) Distribute or publish the Data to anyone other than as expressly permitted under this MOU;

11. General Provisions

(a) Indemnification Each party hereby agrees to defend, indemnify and hold free and harmless the other party from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, breaches of confidentiality or misuse of any data provided by PROGRAM PARTICIPANT or obtained by WESTERN in connection with this MOU; bodily injury, personal injury, death or property damage, arising from or connected with Indemnitor's activities under this MOU, including any Worker's Compensation suits, liability, or expense, arising from or connected with services performed on behalf of Indemnitor by any person pursuant to this MOU, whether such claims, damages, liabilities, costs and/or judgments are based upon alleged negligence, a dangerous condition of public property, or any other theory of liability. Indemnitor's duty to indemnify the Indemnitee shall survive the expiration or other termination of this MOU as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

(b) Relationship of the Parties Nothing contained in this MOU shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the parties, and none of the provisions contained in this MOU or any act of the parties shall be deemed to create any relationship other than as specified herein, nor shall this MOU be construed, except as expressly provided herein, to authorize any of the parties to act as the agent for the other.

(c) Incorporation of Recitals The Recitals set forth above are incorporated herein and made an operative part of this MOU.

(d) Complete Agreement This MOU constitutes the entire agreement between the parties, both written and oral, with respect to the subject matter hereof. Any prior agreements respecting the subject matter hereof, written or oral, express or implied, between the Parties, are hereby canceled.

SOLANO COUNTY WATER AGENCY

WESTERN MUNICIPAL WATER DISTRICT

Roland Sanford
General Manager

Date

John V. Rossi
General Manager

Date

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Wildlife Survey & Photo Service**, hereinafter referred to as "Contractor."

The Agency requires services for **LPCCC Putah Creek Aquatic Monitoring**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$31,000** 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, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Agency. The retroactive date (if any) is to be no later than the effective date of this agreement. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford
General Manager

By: _____
Ken. W. Davis

EXHIBIT A

SCOPE OF SERVICES

6.0	Lower Putah Creek	
6.1	Pickereel	Monitoring for NZMS and native invertebrate as compared to several other areas including the IDR, Design Channel, and Parkway Project area.
6.2	Morales	Monitoring for NZMS and native invertebrate as compared to several other areas including the IDR, Design Channel, and Parkway Project area.
6.3	Design Channel	Monitoring for NZMS and native invertebrate as compared to several other areas including the IDR, Design Channel, and Parkway Project area.
6.4	Winters Parkway - Neil Riffle Site	Monitoring for NZMS and native invertebrate as compared to several other areas including the IDR, Design Channel, and Parkway Project area.
6.5	Yolo Housing	Monitoring for NZMS and native invertebrate as compared to several other areas including the IDR, Design Channel, and Parkway Project area.
6.6	Hasbook / Kilkenny Weirs	Monitoring for NZMS and native invertebrate as compared to several other areas including the IDR, Design Channel, and Parkway Project area.
6.7	Pedrick / Mace Roads	Monitoring for NZMS and native invertebrate as compared to several other areas including the IDR, Design Channel, and Parkway Project area.
6.7	Toe Drain	Monitoring for NZMS and native invertebrate as compared to several other areas including the IDR, Design Channel, and Parkway Project area.

EXHIBIT B

RATE OF COMPENSATION

Labor	\$87.5 per hour
Miles	federal rate
Nets	\$500
Storage	\$180
Supplies	at cost with receipts

Name of Project: **Invasive Species Monitoring**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2016**, 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 **Invasive Species Monitoring**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$204,371** 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, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Agency. The retroactive date (if any) is to be no later than the effective date of this agreement. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford,
General Manager

By: _____
Ken. W. Davis

EXHIBIT A

SCOPE OF SERVICES

Proposed Master Budget FY:2016-17 - Solano Project - Invasive Species / Media Development - Ken Davis -										
Task No	Task	Task Description / Narrative	Total Hours	Labor Bio @ \$90 hr.	DC Item	DC Cost	Miles	Miles @ 0.50	Total DC	Total Labor & DC
1.0	FISH VIDEO (Documentation)									
1.0	Putah Creek Fish Video (Subsurface)	The fish video project has proven to be an highly effective media capture project that has been used by SCWA, LPCCC, CDFW, City of Winters, PCC, local newspapers, UCD, Peter Moyle and other UCD teaching and research staff.	203	18270.00	Storage Disk	400.00	3500	1750.00	2150.00	20420.00
	Total Prior Charges			0.00				0		
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		203	18,270.00		400.00	3500	1,750.00	2,150.00	20,420.00
2.0	SCWA MEDIA DEVELOPMENT									
2.1	Media Capture (Other than Fish)	Video capture (production) using conventional methods and drone HD technology. Subjects such as weirs, restoration sites, scarification areas, birds and other wildlife relative to media projects for SCWA.	200	18,000.00	Storage	400.00	3500	1750.00	2150.00	20150.00
	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		200	18,000.00		400.00	3500	1,750.00	2,150.00	20,150.00
2.2	Media Development	The actual post-production process of developing video media for SCWA release to media, the public, governmental agencies. Includes all necessary equipment, Voice Over, etc.	250	22,500.00	Software / Month	220.00	500	250.00	470.00	22,970.00
	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		250	22,500.00		220.00	500	250.00	470.00	22,970.00
2.3	Website Maintenance (www.putahcreek.org)	Maintain the informational site for SCWA Media. Will be linked to Vimeo which allows HD video to be played remotely. Does not require that the videos be downloaded into the viewers temporary Internet (such as if placed on SCWA website)	100	9,000.00	Hosting	120.00	300	150.00	270.00	9,270.00
	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		100	9,000.00		120.00	300	150.00	270.00	9,270.00
3.0	GENERAL MUSSEL ACTIONS									
3.0	Watercraft Insp.Training / Mussel Plan	Training and certifying (PSMFC) SCWA interns, USBR staff and Lake Berryessa Concessionaire personel. Updates to Solano Project Eurasian Mussel Education and Prevention Plan.	80	7,200.00		0	1300	650.00	650.00	7,850.00
	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		80	7,200.00		0	1300	650.00	650.00	7,850.00
4.0	LAKE BERRYESSA - MUSSEL SURVEYS									
4.1	Capell Cove (Veliger tows / plates)	Plankton tows & sample processing, Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers whe possible. Work with Marina staff to improve mussel education.	90	8,100.00	Micro Sup	300.00	900	450.00	750.00	8,850.00
	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	8,100.00		300.00	900	450.00	750.00	8,850.00

Ken W. Davis
 Aquatic Biologist
 Wildlife Survey
 2443 Fair Oaks Blvd. # 209
 Sacramento, CA 95825
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PROPOSED BUDGET - 2016 - 2017
 (Invasive Species Monitoring - Media Development)

APRIL 8, 2016

4.2 Markley Cove (veliger tows / plates)	Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels.	90	8,100.00	Nets	600.00	900	450.00	1,050.00	9,150.00
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	Educate anglers whe possible. Work with Marina staff to improve mussel education.	0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		90	8,100.00		600.00	900	450.00	1,050.00	9,150.00
4.3 Pleasure Cove (Veliger Tows / Plates)	Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels.	90	8,100.00	Plates	500.00	900	450.00	950.00	9,050.00
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	Educate anglers whe possible. Work with Marina staff to improve mussel education.	0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		90	8,100.00		500.00	900	450.00	950.00	9,050.00
4.4 Management Cove (Veliger Tow / Plates)	Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels.	50	4,500.00		600.00	900	450.00	1,050.00	5,550.00
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	Educate anglers whe possible. Work with USBR staff to improve mussel education.	0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		50	4,500.00		600.00	900	450.00	1,050.00	5,550.00
4.5 North Lake Berryessa	Plankton tows & sample processing. Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels.	50	4,500.00			900	450.00	450.00	4,950.00
Total Prior Charges			0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00			0	0.00	0.00	0.00
Total Charges to Date	Educate anglers whe possible. Work with Marina staff to improve mussel education.	0	0.00			0	0.00	0.00	0.00
Contract Balance		50	4,500.00			900	450.00	450.00	4,950.00
Totals for Dreissenid Monitoring		370	33,300.00		2,000.00	4500	2,250.00	4,250.00	37,550.00
Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		370	33,300.00		2,000.00	4500	2,250.00	4,250.00	37,550.00
5.0	INTERDAM SURVEYS								
5.1 Monticello Dam - Zebra Mussel Survey	Regular plankton tows. Deploy and monitor adult colonization plates. Check banks for adult mussels. All at least bimonthly.	50	4,500.00	Plates	200.00	2000	1,000.00	1,200.00	5,700.00
Total Prior Charges			0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		50	4,500.00		200.00	2000	1,000.00	1,200.00	5,700.00
5.2 Interdam Section	Monitor flow regime on sensitive invertebrates. Monitor NZMS populations and surveys for Didymo and other inv. Species. Monitor invertebrate community when feasible.	30	2,700.00			500	250.00	250.00	2,950.00
Total Prior Charges			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	2,700.00			500	250.00	250.00	2,950.00
5.3 Lake Solano Docks	Monitor for Mussels and other invasive species in vacinity of launch ramp. Passive survey for Hydrilla.	50	4,500.00			1200	600.00	600.00	5,100.00
Total Prior Charges			0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00			0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0	0.00	0.00	0.00
Contract Balance		50	4,500.00			1200	600.00	600.00	5,100.00

5.4 Diversion Dam Area		60	5,400.00			1200	600.00	600.00	6,000.00
Total Prior Charges	Monitor for Eurasian Mussels using plankton tows and adult colonization plates. Check subsurface of dam with video camera if necessary.		0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00			0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0	0.00	0.00	0.00
Contract Balance		60	5,400.00			1200	600.00	600.00	6,000.00
Totals for Interdam Reach		190	17,100.00		200.00	4900	2,450.00	2,650.00	19,750.00
Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		190	17,100.00		200.00	4900	2,450.00	2,650.00	19,750.00
6.0	PUTAH SOUTH CANAL								
6.1 Miles 1 - 5	Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	190	17,100.00	Nets	500.00	2,000	1,000.00	1,500.00	18,600.00
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		190	17,100.00		500.00	2,000	1,000.00	1,500.00	18,600.00
6.2 Miles 6 - 15	Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	190	17,100.00	Traps	300.00	1,900	950.00	1,250.00	18,350.00
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		190	17,100.00		300.00	1,900	950.00	1,250.00	18,350.00
6.3 Miles 16 - 30	Monitor selected areas and random sites in PSC when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of canal infrastructure.	190	17,100.00			2,000	1,000.00	1,000.00	18,100.00
Total Prior Charges			0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00			0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0	0.00	0.00	0.00
Contract Balance		190	17,100.00			2,000	1,000.00	1,000.00	18,100.00
6.4 Terminal Reservoir	Monitor selected areas and random sites in TR when possible for NSMS, Eurasian Mussels and other invasives using tows, traps and colonization plates. Quick visual surveys of reservoir infrastructure.	40	3,600.00			2,600	1,300.00	1,300.00	4,900.00
Total Prior Charges			0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00			0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0	0.00	0.00	0.00
Contract Balance		40	3,600.00			2,600	1,300.00	1,300.00	4,900.00
6.5 Conveyance Creeks (3)	Invasive species surveys to include: Visual surveys, traps and appropriate nets.	30	2,700.00			2,000	1,000.00	1,000.00	3,700.00
Total Prior Charges			0.00				0.00	0.00	0.00
CURRENT Charges		0	0.00			0	0.00	0.00	0.00
Total Charges to Date		0	0.00			0	0.00	0.00	0.00
Contract Balance		30	2,700.00			2,000	1,000.00	1,000.00	3,700.00
Totals for PSC NZMS Monitoring		640	57,600.00		800.00	10,500	5,250.00	6,050.00	63,650.00
Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
Contract Balance		640	57,600.00		800.00	10,500	5,250.00	6,050.00	63,650.00

Ken W. Davis
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PROPOSED BUDGET - 2016 - 2017
 (Invasive Species Monitoring - Media Development)

APRIL 8, 2016

7.0	SOLANO HABITAT CONSERVATION PROJECT									
7.1	Complete HCP Project / Poster	All work necessary to complete HCP brochure and / or capture species image(s) not yet obtained.	28	2,520.00		91.50	311	149.28	240.78	2,760.78
	Total Prior Charges			0						0.00
	CURRENT Charges			0	ink	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			28	2,520.00		91.50	311	149.28	240.78
PROJECT TOTALS										
	PROJECT TOTALS		2061	185,490.00		4,231.50	29,311.00	14,649.28	18,880.78	204,370.78
	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		2061	185,490.00		4,231.50	29,311.00	14,649.28	18,880.78	204,370.78

EXHIBIT B

RATE OF COMPENSATION

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

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

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Yolo County Resource Conservation District**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$66,770.54** 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. INDEMNIFY AND HOLD HARMLESS

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

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

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

7. INSURANCE

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

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

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

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

8. COMPLIANCE WITH LAW

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

9. RECORD RETENTION

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

10. OWNERSHIP OF DOCUMENTS

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

11. SUBCONTRACT AND ASSIGNMENT

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

12. NONRENEWAL

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

13. NOTICE

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

AGENCY

Roland Sanford, General Manager
Solano County Water Agency
P.O. Box 349
Elmira, CA 95625

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford
General Manager

By: _____
Giovanni Ferrendelli,
Chair, Board of Directors

EXHIBIT A

SCOPE OF SERVICES



Yolo County Resource Conservation District

221 West Court Street, Suite 1
Woodland, CA 95695

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

Proposal for Assistance in Administering the Westside IRWMP Fiscal Year 2016-17

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

Proposed Scope of Work

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

- Facilitate and support six Regular CC meetings attended by the RCD Senior Program Manager. Typical meeting duration is 2 hours with round-trip travel time in addition. The meeting frequency and location rotation in 2016-17 calls for 2 meetings in Napa County, 2 meetings in Lake County, 1 in Solano and 1 in Yolo.
- Facilitate and support up to six Special meetings or other meetings as needed such as Regional Invasive Mussel Task Force (MTF) or grant-related coordination attended by the RCD Senior Program Manager. These may be by phone or in-person.
- Provide organizational support such as Brown Act compliance information, professional document development, benefits and information from outside professional training, development of organizational culture, networking through RCDs/SPMs existing contacts and partnerships.

Task 2. Public Outreach

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

- Generate materials, information and updates for up to 4 quarterly newsletters with information provided to Solano County Water Agency to assemble and send out to Westside email stakeholder list.
- Provide regularly updated funding availability spreadsheet for placement on website by Solano County Water Agency staff, as funding information becomes available.
- Develop Annual Report for the Westside Sac IRWMP for limited printing, e-distribution and website.

3. Data Management

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

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

4. Funding Updates

The RCD Senior Program Manager will continuously track expenses associated with supporting the activities of the Coordinating Committee. Typical practices entail updating of payroll and materials expenses on a monthly basis. These charges will be summarized as amounts budgeted by task, current expenses, expenses to-date, and funds remaining. The SPM will consult with the CC on budget adequacy. The SPM will:

- Provide RCD budget status and project update at each CC meeting, for a total of six statements.



Yolo County Resource Conservation District

221 West Court Street, Suite 1
Woodland, CA 95695

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

- Provide Invoices for work completed on a quarterly basis to the CC Chair for review and approval; they will then be submitted to Solano County Water Agency for payment.

5. Other Duties as needed

As the activity level of the Coordinating Committee has increased and programs have expanded, additional work, not easily categorized into the above tasks, has expanded. Not all administrative, operational or program needs can be anticipated as the organization grows. Some recent examples have included:

- Development of and communication surrounding foundational components of the CCs Small Grants Program:
 - Documents: guidelines, application form, timeline, evaluation matrix
 - email list-serve for all past and new project proponents
 - Small Grants Program announcement for distribution
- Development of the Westside's first Annual Report
 - Development of several format options for CC selection
 - Writing of content (articles) for CC review and approval
 - Development or selection of graphics and photos
 - Completion of layout and management of printing
- Development of the CCs first Annual Plan and Annual Budget
 - Research and development of suggested Plan and Budget format options
 - Writing of content for CC review and approval
 - Development of budget line-item options for CC review and approval
- Coordinate and communicate to arrange special meetings regarding regional, multi-partner applications for grant opportunities (DWR Stormwater, DWR-IRWM-DAC Involvement)

We have budgeted approximately 19% of the total budget submitted to maintaining the above listed activities and engaging in new, as yet unspecified tasks.

EXHIBIT B

RATE OF COMPENSATION

YCRC Budget - Westside Sac IRWMP Facilitation Support 2016-17

Task	Item	Qty	Units	Unit Cost	Total Cost
1 MEETING FACILITATION AND SUPPORT					
Development of meeting agendas, supporting materials, meeting preparation (6 Regular CC + 6 Special/other meetings):					
	Executive Director	0	hr	\$97.00	\$0.00
	Sr. Program Manager	80	hr	\$89.00	\$7,120.00
	Financial Manager	0	hr	\$69.00	\$0.00
	Admin. Asst.	0	hr	\$52.00	\$0.00
Labor					\$7,120.00
	Printing			\$200.00	\$200.00
	Certificate of Insurance			\$100.00	\$100.00
	Office supplies			\$350.00	\$350.00
Materials					\$650.00
Facilitation & support at meetings (6 CC + 6 Special/other meetings)					
	Executive Director	0	hr	\$97.00	\$0.00
	Sr. Program Manager	80	hr	\$89.00	\$7,120.00
	Financial Manager	0	hr	\$69.00	\$0.00
	Admin. Asst.	0	hr	\$52.00	\$0.00
Labor					\$7,120.00
	Computer/Software			\$1,000.00	\$1,000.00
	Meeting Refreshments	6	mtg	\$40.00	\$240.00
Materials					\$1,240.00
	Mileage rate for Vehicles- ¹	800	mi	0.56	\$448.00
Travel					\$448.00
Preparation of meeting summaries and meeting follow-up actions					
	Executive Director	16	hr	\$97.00	\$1,552.00
	Sr. Program Manager	90	hr	\$89.00	\$8,010.00
	Financial Manager	12	hr	\$69.00	\$828.00
	Administrative Assistant	12	hr	\$52.00	\$624.00
Labor					\$11,014.00
Task Subtotal					\$27,592.00
2 PUBLIC OUTREACH					
Support all outreach efforts by IRWM CC					
	Executive Director	0	hr	\$97.00	\$0.00
	Sr. Program Manager	50	hr	\$89.00	\$4,450.00
Labor					\$4,450.00
	IT Support/Computer	12	mo	\$80.00	\$960.00
Materials					\$960.00
Quarterly newsletters					
	Executive Director	0	hr	\$97.00	\$0.00
	Sr. Program Manager	50	hr	\$89.00	\$4,450.00
	Administrative Assistant	6	hr	\$52.00	\$312.00

Labor					\$4,762.00
Task Subtotal					\$10,172.00
3 DATA MANAGEMENT					
Tracking Sheet #1 - IRWMP Project Progress					
	Executive Director	0	hr	\$97.00	\$0.00
	Sr. Program Manager	90	hr	\$89.00	\$8,010.00
Labor					\$8,010.00
Tracking Sheet #2 - IRWMP Regional Progress					
	Executive Director	0	hr	\$97.00	\$0.00
	Sr. Program Manager	50	hr	\$89.00	\$4,450.00
Labor					\$4,450.00
Tracking Sheet #3 - Funding Opportunities					
	Executive Director	0	hr	\$97.00	\$0.00
	Sr. Program Manager	45	hr	\$89.00	\$4,005.00
	Financial Manager	0	hr	\$69.00	\$0.00
Labor					\$4,005.00
Task Subtotal					\$16,465.00
4 FUNDING UPDATES					
Provide periodic funding updates at quarterly meetings					
	Executive Director	0	hr	\$97.00	\$0.00
	Sr. Program Manager	25	hr	\$89.00	\$2,225.00
	Financial Manager	10	hr	\$69.00	\$690.00
Labor					\$2,915.00
Task Subtotal					\$2,915.00
5 OTHER DUTIES AS NEEDED TO SUPPORT THE CC					
Support the CC in Administering the Westside IRWMP					
	Executive Director	0	hr	\$97.00	\$0.00
	Sr. Program Manager	100	hr	\$89.00	\$8,900.00
	Financial Manager	0	hr	\$69.00	\$0.00
Labor					\$8,900.00
	Mileage rate for Vehicles	360	mi	0.56	\$201.60
Travel					\$201.60
Task Subtotal					\$9,101.60
Subtotal					\$66,245.60
Administration (15%)					\$524.94
Grand Total					\$66,770.54

1 - Lake 2 trips@215 mi; Napa 2 trips@112 mi; Solano 1 trip@60 mi.;
Yolo 1 trip@12 mi. + miscellanouse miles = 726+misc

Name of Project: **Solano County School Assembly Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2016**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Gwynne Cropsey DBA ZunZun, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$35,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

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

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

8. INSURANCE

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

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

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

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

9. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford, General Manager
Solano County Water Agency

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

EXHIBIT A
SCOPE OF SERVICES

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

Update SCWA monthly with a schedule of performances;

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

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

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

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

EXHIBIT B

RATE OF COMPENSATION

In consideration of Contractor's performance of these services, AGENCY agrees to pay \$1150 per school when one or two assemblies are performed, and \$1500 when three assemblies are performed. The total cost of all assemblies shall not exceed \$35,000. An initial payment of \$15,000 is due by September 1, 2013; ZunZun will invoice for this amount on August 1, 2013. In the event that the Contractor does not complete all assemblies by June 30, 2014, AGENCY will receive a refund for any monies paid in excess of the prorated cost per assembly. All payments by AGENCY must be paid within 30 days of receipt of invoice.

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