

Name of Project: **Nuisance Vegetation Management**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PESTICIDE APPLICATION SERVICES

THIS AGREEMENT, **effective July 1, 2017** 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 \$33,376** 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, 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: 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 @ \$72.00/ac or \$28,080. 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 @ \$72.00/ac or \$1,296.

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, 2017**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Blankenship and Associates, Inc.**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$41,000** 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.. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

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

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

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

8. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford
General Manager

By: _____
Mike Blankenship,
President

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

Solano County Water Agency Group

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

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

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

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

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

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

To achieve compliance with the permit and allow for applications to be made during the 2017 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 applications of aquatic pesticides have been completed for the season. The results of our assessment will be presented in MPWD's annual report.

Task 2: Sample Collection and Analysis

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

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

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

Note that the 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) consecutive applications of endothall with no compliance samples showing detections of endothall above applicable receiving water limitations. Since fulfilling this requirement, annual compliance sampling has been maintained with no receiving water limitation exceedances of endothall. Therefore, only one (1) endothall application sampling event is required at RD2068 in 2017.

For purposes of cost estimation, we assume that the Agencies will make glyphosate, endothall, and copper applications in 2017. We assume that we will sample the following: Dixon RCD: one (1) glyphosate application; RD 2068: one (1) glyphosate and one (1) endothall application; SCWA: one (1) glyphosate applications.

MPWD has a SIP Section 5.3 exception for the use of acrolein or copper. We understand that MPWD 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: April 19, 2017
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.**2017 Professional Services
Fee Schedule**

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

Travel and Other Charges

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

Expert Witness, Deposition and Other Legal Support Services

Principal time charged at \$275/Hour.

Invoice Terms

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

Name of Project: **NBA Biofilm Research**

AG-B-8

SOLANO COUNTY WATER AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective June 8, 2017** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Bryo Technologies LLC**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

Compensation for services shall be as follows: Lump sum payment upon completion of each task specified in Exhibit A, **not to exceed \$34,000** 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, Suite 203
Vacaville, CA 95688

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

Bryo Technologies LLC

By: _____
Roland Sanford,
General Manager

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

EXHIBIT A

SCOPE OF SERVICES

Proposed White Paper Outline

Executive Summary: One page with option menu (including estimated costs) keyed to specific parts of the narrative.

| Task | Description | Ref. pages | Est. cost |
|-------------------------------|-----------------------------|------------|-----------|
| Field studies (basic) | Monthly data collection | | |
| Field studies (advanced) | Light daily data collection | | |
| Field studies (scientific) | Robust scientific studies | | |
| Full scale trial (copper) | Continuous or intermittent | | |
| Full scale trial (fumigation) | Single treatment | | |

1.0 Background and purpose of this White Paper.

- 1.1 Biofouling issue at NBA
- 1.2 Purpose of this White Paper

2.0 Current Knowledge:

- 2.1 Fouling species (with greater detail in appendix)
- 2.3 History of studies, summary of results; effective chemicals, contact times
- 2.4 Starvation hypothesis.

3.0 Missing Knowledge

- 3.1 Growth rate
- 3.2 Recruitment rate
- 3.3 Effects of chemicals on hydroid thatch
- 3.4 Seasonality of biofoulers
- 3.5 Competition among biofoulers.

4.0 Treatment basics:

- 4.1 Copper products: what they are, how they work
- 4.2 Fumigation (ammonia): what it is, how it works

5.0 Field Studies

- 5.1 General description (basic, advanced, scientific)
- 5.2 Setting up.
- 5.3 Monitoring
- 5.4 Growing hydroids, bryos, etc.
- 5.5 Conducting tests: exposure, recovery, persistence

5.5.1 Copper
5.5.2 Ammonia

6.0 Descriptions of full scale treatments; pros and cons, DWR involvement, etc.

6.1 Copper

6.2 Ammonia fumigation

7.0 Summary and Conclusion, Main points for reaching a decision

Appendices

- A. Introduction to biofouling by *Cordylophora*, bryozoans, and sponges.
- B. Biological Impact of Copper on *Cordylophora*, bryozoans, and sponges
- C. Biological Impact of Ammonia on *Cordylophora*, bryozoans, and sponges
- D. Calculations on the “starvation hypothesis.”
- E. Documentation and photos of ammonia scrubber (and/or ammonia treatment setup including scrubber)
- F. Case Study: *Garvia* hydroid fouling in Texas
(etc)

10 May 2017



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

Cost Estimate

DATE: 10 May 2017

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

FOR: White paper describing in detail the options moving forward to improve water flow through the North Bay Aqueduct by controlling *Cordylophora* hydroids and other fouling organisms growing on the inner pipeline walls; including initial and final drafts and any necessary iterations. \$24,000

Presentation of white paper concepts by two senior Bryo Technologies staff members to the Solano County Water Agency and all interested parties, including preparation, travel, and professional fees. \$10,000

TOTAL..... \$34,000

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, 2017**, 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, 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.

(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, Vice President
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 County HCP EIS/EIR

Work Plan – April 20, 2017

This Work Plan summarizes the major activities for preparing the Solano County Water Agency (SCWA) Solano Multispecies Habitat Conservation Plan EIS/EIR. It is based on the scope of work prepared by CH2M HILL and submitted to SWCA in April 2005. In the interim since that scope was submitted, several circumstances have occurred that merit a review of the original scope of work, including subsequent revisions to the Solano MSHCP and clarifications on activities required for conducting the EIS/EIR. In addition, the mere passage of time merits additional consideration of activities required for the completion of this work. On the basis of those factors, this work plan clarifies the prior scope of work and replaces its contents. The major tasks remain the same as specified in the April 2005 scope of work; however, greater detail and clarification is provided on the specific activities that comprise each task.

In addition, the Work Plan was additionally updated in May 2006, including deleting the Special Studies task (Task 2) at SCWA's request.

Task 1: Agency Coordination

1.1 Work Plan Preparation. CH2M HILL prepared this Work Plan to supplement the existing Phase II Scope of Services (Exhibit A of the Agreement for Professional Services). It outlines the tasks and subtasks, along with our assumptions, for preparation of the EIS/EIR for the Solano County HCP. This subtask covers the costs associated in estimating and presenting the costs necessary to implement the Work Plan. A schedule for completing the first major deliverable, the Administrative Draft, will accompany the Work Plan.

1.2 Kickoff Meeting. CH2M HILL will attend and facilitate a kickoff meeting and lead a discussion of the tasks and schedule of activities for preparing the EIS/EIR, including establishing a common, consistent approach for information sharing and communication among members of the team. Two preliminary meetings have already been held. The main kickoff meeting will occur following completion of this work plan. As part of organizing and leading the kickoff meeting, CH2M HILL will be responsible for a meeting agenda and summary.

1.3 Project Schedule. CH2M HILL will prepare a detailed project schedule for completion of the EIS/EIR. The detailed project schedule will include all project milestones, key deliverables to SCWA, and all review periods.

1.4 Project Administration. Project administration covers managing and administering the contract. Specific activities include preparing monthly summaries and invoices; producing, issuing and updating project instructions; issuing and maintaining any necessary subcontracts; coordinating information exchange with LSA; record keeping; and managing project changes.

1.5 Scoping. Scoping has been completed for the project.

1.6 Data Collection. CH2M HILL will collect and maintain various data during preparation of the EIS/EIR, including local land use plans, GIS information, and HCP background material.

1.7 Meeting Attendance. CH2M HILL is available to attend meetings with SWCA, USFWS, and NOAA Fisheries as needed 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 David Christophel, Senior Biologist, as our internal QA/QC manager with the responsibility for review of key project deliverables.

Deliverables

- Work Plan for Solano County HCP EIS/EIR.
- For the kickoff meeting, an agenda will be produced two days prior to the meeting. A meeting summary will be produced within five days of the kickoff meeting.
- Project schedule

Assumptions

- The data collection subtask will involve data that is sent to CH2M HILL by SCWA and LSA. It is assumed that limited effort will be necessary to collect new data (i.e., data that has not otherwise been collected for the HCP) with the exception of the data specified under Task 3 below.
- CH2M HILL has budgeted for attendance of up to four meetings during the course of the project and a corresponding 32 professional staff hours of effort.
- CH2M HILL has assigned 16 hours of the project budget for QA/QC review.

Task 2: Special Studies

This task has been deleted.

Task 3: First Administrative Draft EIS/EIR

3.1 Purpose and Need. This section will include a brief purpose statement and a brief need statement (expected to be one paragraph each). These statements will be circulated for review in advance of the First Administrative Draft EIS/EIR, and will be updated based on any comments received. This section will also serve as the introduction to the EIS/EIR, and include organizational sections as required by the USFWS NEPA Guidelines and the State CEQA Guidelines.

3.2 Alternatives. CH2M HILL will write this section as a high-level summary of the HCP. This summary will be approximately 10 pages long, and include extensive cross-referencing to the HCP itself (and to the Implementing Agreement to the extent that document is available). This section also will include a shorter description of each of the alternatives, focusing on how each alternative is different from the HCP. At the end of the section, CH2M HILL will include a comparison table summarizing key elements of each alternative. To enhance reader

understanding, CH2M HILL will include up to four color figures (based on HCP graphics) in this section. We will attempt to limit this section to less than 30 pages, including graphics and the comparison table.

3.3 Approach to the Analysis. This section will describe how the analysis is being conducted, written to help the lay reader understand how implementation of an HCP could affect environmental resources. Included in this discussion will be a brief summary of how growth inducement is address (referring the reader to the Land Use and Growth Inducement sections and the appendix material. This section will also state which environmental resources are being considered in detail, and will include statements (one paragraph each) for the environmental resources that are not evaluated in detail. This section will circulated for review in advance of the First Administrative Draft EIS/EIR, and will be updated based on any comments received.

3.4 Biological Resources. This task will rely heavily on the existing body of work compiled by LSA. Major sub-tasks required to complete this section include the following:

3.4.1 Obtain Species Lists and Conduct CNDDDB Queries. CH2M HILL will conduct these routine tasks that are typically performed for an EIS/EIR. We will obtain a species list from the USFWS at the beginning of the project in order to determine if analysis is needed on species not proposed for coverage in the HCP. Immediately prior to publication of the First Administrative Draft, we will update the list to ensure that the list presented in the document is current. We will query the CNDDDB database and review occurrence information to ensure that the HCP is up-to-date. The results of these database queries will be included in the administrative record, and will not be appended to the EIS/EIR.

3.4.2 Summarize Existing Conditions. Extensive information on existing conditions is provided in the HCP. For the EIS/EIR, CH2M HILL will summarize this information in a 10-page (approximate) Affected Environment section that will reference the HCP for additional information.

3.4.3 Evaluate HCP Effects in a NEPA Format. Extensive analysis has been prepared for the HCP, using ESA and CESA standards for determining effect (e.g., minimize and mitigate to the maximum extent practicable). For the EIS/EIR, CH2M HILL will summarize the information presented in the HCP and present impact conclusions in a NEPA/CEQA format (Less than Significant, etc.). Although the biological evidence provided by LSA is thorough and we have no reason to doubt their conclusions, this task will be conducted as an independent evaluation by CH2M HILL biologists.

3.4. Evaluate Alternatives. Based on CH2M HILL's February 10, 2006, kick-off meeting with SCWA, our understanding is that alternatives have been evaluated in the HCP. CH2M HILL will summarize these evaluations (based on two additional project alternatives and a No Project/No Action Alternative - discussed below under Assumptions) in a similar manner as described above under Task 3.1.4.3.

3.5 Land Use/Consistency with Plans and Policies. In this section, CH2M HILL will summarize the many existing plans and policies that govern land use in Solano County. This will include plans such as the CALFED Bay-Delta Plan and the Suisun Marsh Management Plan (potentially being updated) in addition to the Solano County General Plan and the general plans of the various municipalities. The section will describe consistency and potential conflicts with each of these plans. We expect to describe how potential reserve sites within the Fairfield and Suisun

City would be inconsistent with their general plans and would state the need for each jurisdiction to adopt a General Plan Amendment to designate these areas as habitat reserves. The EIS/EIR will briefly describe how such a designation could affect the communities, but is not intended to serve as the CEQA document to accompany the General Plan Amendment actions by Fairfield and Suisun City. Similarly, the EIS/EIR will briefly describe the land use consequences of development outside of Vacaville's urban growth area, but would not serve as the CEQA document to accompany Vacaville's action to expand its city limits.

3.6 Air Quality. As a federal document, the EIS/EIR should evaluate potential air quality effects in anticipation of review by the EPA under Section 9 of the Clean Air Act. Because of the nature of the project, we expect that a qualitative analysis will be sufficient. The qualitative analysis will summarize air quality conditions in both the Sacramento Valley and Bay Area air basins and summarize compliance measures by both the Yolo-Solano Air Quality Management District and the Bay Area Air Quality Management District. The evaluation of potential effects will include a discussion of how each air basin is addressing general and transportation conformity, and how the HCP could potentially affect those actions.

3.7 Cultural Resources. CH2M HILL will prepare an evaluation of potential cultural resources impacts in the manner required by NEPA and CEQA. The evaluation will include citations to the appropriate criteria for evaluation contained in the CEQA and the National Historic Preservation Act. The evaluation will include a search of potentially affected properties (first and second tier reserve sites) by the California Historic Resources Information System. LSA's existing GIS database will be used to support this effort. The results of the database query will be included in the administrative record, and will not be appended to the EIS/EIR. It is expected that some level of mitigation will be recommended to address ground-disturbing habitat restoration activities.

3.8 Social and Economic Effects/Environmental Justice. This section will evaluate impacts to social and economic conditions in an appropriate NEPA/CEQA manner. The section will summarize 2000 Census data for Solano County (by jurisdiction) to present the following tables: income, ethnicity, employment, and housing. This information will be used to describe how implementation of the HCP could affect various populations including minority and low-income populations (Environmental Justice). In support of these analyses, the section will summarize relevant information from the November 12, 2004 EPS Report.

3.9 Growth Inducing Impacts. Key statements about potential HCP influences on urban growth will be presented in Section 3 (Approach), Section 5 (Land Use), and in the appendix material. This section will summarize the conclusions in the document about how the HCP will and will not influence growth.

3.10 Cumulative Impacts. CH2M HILL will prepare a list of projects in the cumulative condition. To a great extent, the comprehensive summary of existing and future land use in Solano County (described in the HCP as the permit area) already define the cumulative condition and is thus already evaluated in the main body of the EIS/EIR. However, other actions could contribute to additional impacts in the cumulative condition and these will be described and evaluated in this section. At this time, it is expected that these other projects would include: (1) activities on Travis Air Force Base, (2) implementation of the CALFED Bay-Delta Program and related programs, (3) implementation of other HCPs that address conservation of the same species as the Solano HCP (e.g., East Contra Costa County HCP), and

rural development in Solano County. The EIS/EIR will not evaluate the impacts of any speculative land development projects outside of the permit areas.

3.11 Other Sections. Various other sections of the document will be prepared to comply with NEPA and CEQA requirements. Included in this group of Other Sections are: Executive Summary, List of Preparers, References, Glossary, and Index.

3.12 Appendix: Summary of Growth-Related Impacts. We expect that the USFWS will determine that the issuance of Incidental Take Permits will allow urban growth to occur, and accordingly will require their NEPA document to discuss the effects of this growth. Our approach is to summarize environmental effects as presented in the General Plan EIRs for Solano County and each of the local municipalities. In this manner, the document fully discloses the potential impacts but recognizes that the effects have been addressed by the local agencies with land use jurisdiction.

3.13 New Sections. During detailed review of the project and preparation of the initial sections, CH2M HILL recommended that the following additional sections should be added to the analysis of effects: Hydrology and Water Quality; Public Health and Safety. The Hydrology and Water Quality section will address potential consequences of the water agency O&M plan, including herbicide application. The Public Health and Safety section will focus on key areas of concern including vector habitat conditions and control on the habitat reserves.

Deliverables

- Initial Sections - Purpose and Need, Alternatives, and Approach to the Analysis. One electronic (.pdf) copy.
- First Administrative Draft EIS/EIR. One electronic (.pdf) copy.

Assumptions

- In addition to the HCP and the No Project/No Action Alternative (assumed to be the same), CH2M HILL will evaluate the effects of two other alternatives selected from the description of potential alternatives in the HCP.
- No new species evaluations will be required. In other words, we do not expect that USFWS species lists of CNDDDB queries will show any species of concern that have not already been considered and evaluated in the HCP.
- Independent review of biological resources impacts in the HCP (both for the proposed HCP and the alternatives) by CH2M HILL biologists will not require any new analyses or special studies.
- EPA or other agencies will not require a quantitative analysis of air quality conformity for this EIS/EIR. The qualitative analysis discussed above will suffice.
- A separate Section 106 compliance report is not included in this Scope of Work. The Cultural Resources section of the EIS/EIR will provide most of the necessary information for such a report, but a separate report and associated agency consultation activities are not included.
- Onsite surveys for biological resources, cultural resources, or other EIS/EIR resources are not included in the Scope of Work.

Task 4: Second Administrative Draft EIS/EIR.

Upon receipt of comments from the agencies, CH2M HILL will prepare a Second Administrative Draft EIS/EIR.

Deliverables

- CH2M HILL will submit one camera-ready copy of the document and one electronic version to SCWA, USFWS, and NOAA Fisheries for review and comment.

Assumptions

- CH2M HILL has budgeted for one meeting with the agencies to discuss the findings and conclusions presented in the document.

Task 5: Draft EIS/EIR

Upon receipt of comments on the Second Administrative Draft EIS/EIR from SCWA, USFWS, and NOAA Fisheries, CH2M HILL will revise the document to reflect the recommended changes. As part of this effort, CH2M HILL will prepare a Notice of Completion suitable for submittal to the State Clearinghouse.

Deliverables

- CH2M HILL will submit three copies of a screencheck Draft EIS/EIR for SCWA, USFWS, and NOAA Fisheries 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.

Task 6: Response to Comments

6.1 Compile Comments. Upon completion of the public review period, CH2M HILL will compile comments received on the Draft EIS/EIR. CH2M HILL proposes to use its proprietary, computer-based eComment™ software toolset to categorize and compile the comments into a suitable report format. The eComment™ software toolset streamlines the capture, processing, and reporting of public comments to any CH2M HILL work product. Using this toolset, we will create an efficient and effective procedure for compiling the expected large number of comments that may be received on the Draft EIS/EIR.

6.2 Prepare Responses. Using the eComment™ software, CH2M HILL will prepare responses to comments. CH2M HILL will prepare an administrative draft version of the responses to comments for review by SCWA, USFWS, and NOAA Fisheries. Upon receipt of any agency comments, CH2M HILL will incorporate them into a final version and insert them into the Final EIS/EIR prepared under Tasks 7 and 8.

Deliverables

- CH2M HILL will submit three printed copies and one electronic copy of the administrative draft responses for review by SCWA, USFWS, and NOAA Fisheries.
- If requested, CH2M HILL will meet with the agencies to discuss the findings and conclusions presented in the document.

Assumptions

- Because the specific number of public comments is not known at this time, CH2M HILL is assuming a total of 250 professional staff hours will be needed to prepare the appropriate responses. A level of effort exceeding this initial estimate will be performed only upon authorization by SCWA.

Task 7: Administrative Final EIS/EIR

7.1 Administrative Final EIS/EIR. CH2M HILL will prepare an Administrative Final EIS/EIR that presents the following: (1) a discussion of key issues and response to comments; (2) comment letters received during the public review period; and (3) changes, corrections, or modifications to the Draft EIS/EIR resulting from the comments received.

7.2 Mitigation Monitoring Program. As part of this task, CH2M HILL will prepare a Mitigation Monitoring Program. This document will include a description of any mitigation measures in the EIS/EIR to be adopted as part of the project, and will identify responsible parties for mitigation implementation, monitoring, and approval.

Deliverables

- CH2M HILL will submit three printed copies and one electronic copy of the Administrative Final EIS/EIR, including the Mitigation Monitoring Program, for review by SCWA, USFWS, and NOAA Fisheries.
- If requested, CH2M HILL will meet with the agencies to discuss the findings and conclusions presented in the document.

Assumptions

- Because an estimate of the level of effort to respond to comments will be contingent on the number of comments received, we have assumed 160 hours of professional staff time to complete this effort. Responses requiring any additional level of effort will be completed as an out-of-scope work item, as authorized by SCWA.
- The Final EIS/EIR will not be a reprint of the Draft EIS/EIR. It will be a condensed document containing those elements described above under Section 7.1 (Work Plan).

Task 8: Final EIS/EIR

Upon receipt of comments on the Administrative Final EIS/EIR, CH2M HILL will revise the document to reflect the recommended changes.

Deliverables

- CH2M HILL will submit three copies of a screencheck Final EIS/EIR for SCWA, USFWS, and NOAA Fisheries approval prior to reproduction.
- CH2M HILL will submit 50 printed copies of the Final 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 Final EIS/EIR for public distribution.

Task 9: Public Meetings

9.1 Meeting Attendance and Support. CH2M HILL will assist SCWA and the USFWS in up to two public meetings to address the EIS/EIR. It is assumed that the public meetings would be conducted as part of: (1) the public review of the Draft EIS/EIR, and (2) SCWA's certification of the EIS/EIR. CH2M HILL will prepare exhibits, information packages, and a presentation describing the project and the major conclusions presented in the EIS/EIR.

9.2 Notices and Documentation. CH2M HILL will assist SCWA in preparing other necessary notices and documents, which may include Findings of Fact and a Statement of Overriding Considerations. CH2M HILL will also assist the USFWS with preparation of other documents supporting its findings and conclusions leading to a Record of Decision.

Deliverables

- CH2M HILL will provide meeting materials, including exhibits, handouts, and written information needed to conduct the public meetings.
- CH2M HILL will prepare the applicable notices (e.g., Notice of Determination) and other documents needed to complete the EIS/EIR process.

Assumptions

- SCWA will be responsible for providing suitable facilities and other necessary equipment for conducting the meetings.
- On request by SCWA, CH2M HILL will assist in the preparation of the Findings of Fact, Statement of Overriding Considerations, and Record of Decision. Because of the legal nature of these documents, CH2M HILL is not assuming lead authorship, and is limiting participation to 40 hours of staff time as part of this Work Plan.

EXHIBIT B

RATE OF COMPENSATION

Exhibit B

CH2M HILL Professionals and Technicians* 2017 Hourly Billing Rates**

| Classification | Rate |
|--------------------------------|--------------|
| Principal-in-Charge* | \$293 |
| Principal Professional* | \$270 |
| Sr. Professional* | \$216 |
| Project Professional* | \$162 |
| Staff Professional* | \$127 |
| Sr. Technician | \$162 |
| Technician | \$118 |
| Office/Clerical | \$97 |

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2017 through December 31, 2017

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: **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, 2017**, 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 \$275,620** 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.

(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, 2017
Proposal 6-17-1792

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

Subject: 2017/2018 Budget and Scope

Dear Mr. Lee,

The purpose of this letter is to present our scope of work and cost estimate for fiscal year 2017/2018. 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 2016/2017 Summary

Tasks completed or are nearing completion, including:

- Installed SCWA Rebate database and web interface.
- Simplification to the Credential Manager so SCWA staff can more easily manage assigning roles to the data management interface.
- Implementation of Rating Curve tool and additional enhancements to calculate derivative data series using polynomials in real time (e.g Lake Berryessa storage).
- Installed new AB controller and HMI panel at Solano Headworks.
- Added new controller and gate position sensors to Sweeney Check as proof-of-concept for canal automation.
- Developed plan for SCWA Industrial Control System future improvements with provisions for adopting industry security standards.
- Enhancements to the Data Library including gap filling algorithms.
- Upgrades to Merlin Enterprise including:
 - a. Added ability to trigger an auto report based on a set of criteria and report on the same or larger set of data.
 - b. Added Y1/Y2 Major/Minor interval configuration and functionality to Auto Charts.
 - c. Enable CPU Usage and Availability Memory items in Status report.
 - d. Added ability to display Alarms for any level (project, station, sensor, etc.) instead of only the measurement.
 - e. Added 'Stale Static Alarm' functionality.
 - f. Modified installation to require full path for default web page URL. This will allow use of non sitehawk login web pages.
 - g. Added 'Calculated Data Type' field/column to Sensor Arrays grid & detail form.
 - h. Modification to send alert emails with high priority.
 - i. Added ability to use wildcard character (%) in Thresholds configuration.
 - j. Added support for 'Stale Data Alarm – Zero Value'.

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

www.eyasco.com

Items we are currently working on:

- Adding manual measurement interface to Merlin Mobile
- Upgrades to monitoring stations along Putah Canal
- Repair/Service of Barker Slough water quality monitoring station (later in the spring)

Proposed Fiscal 2017/2018 Scope

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

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

1. Public Web Enhancements – Continued support for SCWA public web sites, although at a reduced level from the previous two years.
2. Database and Reporting Support– Manage and improve data collection and consolidation methods and services including:
 - a. Integration of manual data readings supplied by SCWA staff.
 - 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 ICS Support – Provide technical support for network infrastructure, field instrumentation and control systems, data telemetry, and other issues related to automated monitoring and control systems. Hours have been added to support the following specific tasks:
 - a. Adding security protocols to remote connections to measurement and control systems
 - b. Transitioning from public to virtual private network for cellular communications
 - c. Improved communication between Ovivo cleaning system and Headworks controller
 - d. Creating both local and network-wide real time displays for Putah Canal
 - e. Maintenance and enhancements to Barker Slough water quality system
 - f. Canal automation design document
5. Operations Web Site Development and Support – Development and support of password-protected web applications.
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.

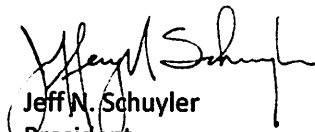
Cost Estimate

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 \$275,620.

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 2017/2018 Budget Estimate | | | | | |
|--------------------------------------|--|--------------|--------------|--------------------|----------------------|
| Item | Task | Hours | Rate | Expense | Amount |
| 1 | Public Web Enhancements | 140 | | | \$ 17,800 |
| | Principal | 20 | 170.00 | | 3400 |
| | Application Programmer | 120 | 120.00 | | 14400 |
| | Other | 0 | 0.00 | | 0 |
| 2 | Database and Report Support | 380 | | | \$ 50,600 |
| | Principal | 40 | 170.00 | | 6800 |
| | Senior Programmer | 100 | 150.00 | | 15000 |
| | Application Programmer | 240 | 120.00 | | 28800 |
| | Other | 0 | 0.00 | | 0 |
| 3 | Merlin Enterprise Enhancements and Support | 320 | | | \$ 53,400 |
| | Principal | 200 | 170.00 | | 34000 |
| | Application Programmer | 120 | 120.00 | | 14400 |
| | Other | 0 | 0.00 | 5000 ¹ | 5000 |
| 4 | General ICS Support | 642 | | | \$ 101,140 |
| | Principal | 288 | 170.00 | | 48960 |
| | Senior Programmer | 0 | 150.00 | | 0 |
| | Project Engineer | 144 | 120.00 | | 17280 |
| | Technician | 100 | 85.00 | | 8500 |
| | Travel | 30 | 60.00 | | 1800 |
| | Other | 0 | 0.00 | 15000 ² | 15000 |
| 5 | Operations Web Site Development and Support | 300 | | | \$ 37,600 |
| | Principal | 40 | 170.00 | | 6800 |
| | Senior Programmer | 0 | 150.00 | | 0 |
| | Application Programmer | 240 | 120.00 | | 28800 |
| | Junior Programmer | 20 | 100.00 | | 2000 |
| | Other | 0 | 0.00 | | 0 |
| 6 | Project Management | 118 | | | \$ 15,080 |
| | Principal | 40 | 170.00 | | 6800 |
| | Travel | 18 | 60.00 | | 1080 |
| | Clerical | 60 | 60.00 | | 3600 |
| | Other | 0 | 0.00 | 3600 ³ | 3600 |
| | | 1,900 | TOTAL | | \$ 275,620.00 |

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



2017 Billing Rates

The labor rates and other direct costs shown here are Eyasco's published billing rates for 2017. 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: **IRWMP Conservation Grant Administration**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2017** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and GHD, Inc., hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

3. METHOD OF PAYMENT

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

4. TIME OF PERFORMANCE

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

5. MODIFICATION AND TERMINATION

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

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

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

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

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

9. SUBCONTRACT AND ASSIGNMENT

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

10. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

GHD, Inc.

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

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

EXHIBIT A

SCOPE OF SERVICES

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

EXHIBIT B
RATE OF COMPENSATION

FEE SCHEDULE
(Effective July 2016)

Hourly Rates (*)

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

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

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

| | |
|---|------------|
| Office Consumables | \$ 6.00/hr |
| Environmental Dept/Construction Inspection consumables | \$11.00/hr |
| Survey Field consumables | \$15.00/hr |
| Various Environmental, Construction and Land Survey Equipment | At market |

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

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2017** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and GHD, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$125,000** for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

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

4. **TIME OF PERFORMANCE**

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

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

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

7. INSURANCE

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

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

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

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

9. SUBCONTRACT AND ASSIGNMENT

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

Approved subcontractors are AquaMetrics LLC and Southwest Environmental, Inc.

10. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

GHD, Inc.

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

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

EXHIBIT A

SCOPE OF SERVICES

- A. GHD team to meet with SCWA and city staff to present contractor data needs and discuss detailed scope elements including the budgeted level of effort to be allocated to each of the following tasks: collaboration with the Urban Water Conservation Committee, a task schedule, development of potential program elements and program goals.
- B. Develop an incentive program that complements the site surveys. Present to Urban Water Conservation Committee for approval.
- C. Administer the Solano CII Water Savings Incentive Program
- D. Contact the various Solano County restaurants and other commercial food establishments to determine interest in water efficiency programs.
- E. Develop and implement a strategy targeting and marketing large landscape water use surveys to commercial/industrial/institutional (CII) accounts with mixed-use meters. Directly contact via letter or telephone not less than 20% of CII accounts with mixed-use meters and offer water use surveys
- F. Conduct CII water use efficiency surveys.
- G. Develop data management system compatible with City software needs.
- H. Develop a unified message and marketing plan and present to SCWA for approval.
- I. Present the results of the development and implementation of the CII water conservation program to the Urban Water Conservation Committee.

EXHIBIT B
RATE OF COMPENSATION

FEE SCHEDULE
(Effective July 2016)

Hourly Rates (*)

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

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

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

| | |
|---|------------|
| Office Consumables | \$ 6.00/hr |
| Environmental Dept/Construction Inspection consumables | \$11.00/hr |
| Survey Field consumables | \$15.00/hr |
| Various Environmental, Construction and Land Survey Equipment | At market |

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

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2017** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and GHD, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for the **CII Water Use Efficiency Program Evaluation**, 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 \$96,000** for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **December 31, 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. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

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

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

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

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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.

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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:

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

GHD, Inc.

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

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



12 April 2017

Reference No. 11136786

Andy Florendo
Water Conservation Coordinator
Solano County Water Agency
810 Vaca Valley Parkway
Vacaville, CA 95688

**Re: Commercial, Industrial, and Institutional Water Conservation/ Water Use Efficiency
Program Evaluation**

Dear Mr. Florendo:

We are pleased to present this proposal in support of the Water Conservation Program for commercial, industrial, and institutional facilities.

Purpose

The purpose of this proposed program analysis is as follows:

- To evaluate whether there have been water savings realized as a result of specific elements of the Solano County Water Agency (SCWA) Commercial Industrial and Institutional (CII) water conservation program.
- To identify modifications to existing programs and identify potential new water use efficiency programs, as appropriate to the results of this analysis.

This analysis will be completed for the following CII programs

- Large Landscape Irrigation Audit Program,
- Turf Replacement Rebate Program,
- Direct Install Program (High-efficiency toilet installation program), and the
- Water Savings Incentive Program (WSIP)

The analysis will be conducted for the cities Benicia, Fairfield, Vallejo, Vacaville, Dixon, Rio Vista, and Suisun City. Based on the timing of receipt of needed data, GHD will begin analysis using data for Benicia, Fairfield, and Vallejo as Phase I of the project.



Specific areas of evaluation

- For sites receiving irrigation audits, which sites were found to be over-watering (20 percent or more over estimated water budget), to be on-budget (within 20 percent over or under-budget), or to be under-watering (applying less than 20 percent of estimated water budget).
- Water consumption pattern pre- and post- audit, rebate or installation for participating sites compared to a control group of non-participating sites for the same time period
- Cost per unit of water saved. This will be a simple cost-benefit analysis, looking at the total cost of the survey or installation compared to the cost of water saved. This will be reported in \$ per acre-foot of water saved.
- Categorization of source of significant over-watering of large landscapes into one or more of the following three categories: poor irrigation scheduling, inadequate irrigation system maintenance, poor installation
- Proportion of follow-through with recommendations provided from irrigation audit reports, such as scheduling changes, system upgrades, etc. (self-reported by customer, as available)
- Barriers to participation (as gleaned from customer comments) such as cost of repairs or upgrades, lack of interest on the part of off-site property management or owner, lack of skill set in the landscape management staff
- To evaluate the saturation level of HETs in the Multi-Family sector, as that sector has been targeted during implementation of the HET installation program.
- Recent and anticipated regulatory or other changes which could affect the future impacts of these programs,
- To evaluate whether the programs should be continued as they are, modified, or discontinued.

TASK 1.0 Project Management and Meetings

This task includes the preparation of monthly status updates in the form of a brief list of tasks completed or in progress, invoices, internal project meetings, internal coordination and one in-person client meeting. The project management portion of the fee estimate assumes a two-year timeframe for the project, in anticipation of data gathering challenges. However, GHD will seek to complete the project in fiscal year 2017-18, if possible.

TASK 2.0 Collect Data for Program Evaluation

The GHD team will provide SCWA with a list of data requirements, detailed below. SCWA or their retailers will provide all requested data to GHD, as available. SCWA will forward this data request to the appropriate agencies, or at SCWA's request, GHD will communicate directly with the retail agencies.



Data needs include the following:

- A complete list of turf replacement rebate recipients including the square footage removed, the square footage rebated, and the dollar amount rebated. These will be removed from the analysis of irrigation audit recipients, and from the control group. An attempt will be made to analyze turf replacement participants as a distinct participant group.
- A complete list of recipients of WSIP, and the dollar amount of rebate provided, and date of implementation of upgrades.
- Monthly (or bi-monthly) water use records for sites having participated in the above programs. Water use (consumption) data will be provided for three years pre-and post-survey or installation date, when available. GHD will provide 1) a list of sites for which we request water consumption data and 2) a preferred format (template) for use by the retailers for inserting the water consumption data, when feasible.
- Water account information including water unit description (HCF, 1,000-gallon), meter information including type of meter (domestic, irrigation, or mixed), and water consumption data.
- Monthly (or bi-monthly) water use data for a control group of non-participants including an equivalent mix, such as multi-family non-participants for comparison to multi-family participants.
- Information from retailers as to the water use restrictions imposed during the period of data analysis.
- Preferred CIMIS or other weather data station, if any.
- Rates and rates increases which occurred during the time period included in the study
- Information about the large landscape water budget program: in what form contact is made to operators of large landscapes which are found to be 20% or more over-budget. Our understanding is that Suisun City, Vallejo and Fairfield are the SCWA retailers currently notifying customers when they are 20% or more over the estimated water-budget or "Maximum Applied Water Allowance."
- The cost of implementing the CII programs for SCWA and its retailers. This will likely be an estimated cost. This will also include the cost of conducting pre-and-post turf rebate inspections and operating the call center for the turf replacement program.
- Note: Direct plumbing installation reports or "snapshots" are provided to GHD by Southwest Environmental (SWE), the SCWA plumbing contractor. These installation "snapshots" provide details regarding the property and the installation event, including the number of multi-family housing units (when applicable), the number of existing toilets, the number of toilets and showerheads replaced and the number of faucet aerators installed. These snapshot reports also provide the cost of installation. Because GHD is provided these reports on a regular basis by SWE, SCWA need not provide them for the proposed study. GHD reviews draft copies of the large landscape audits performed by Aquametrics and ConserVision for the CII program, therefore GHD has copies of the irrigation audit reports performed and does not need them provided by the retail agencies.

GHD will compile the above information in a form suitable for evaluation in Tasks 2 and 3.



TASK 3.0 Water Savings Analysis

3.1 Overall Methodology

This section identifies the process of measuring the effect on water consumption that the CII water conservation programs have had. The goal is to use the fewest number of analytical methods that are needed to accurately define performance (water savings).

Water consumption data for two to three years pre and post water conservation event (audit, turf removal, plumbing or other installation) for sites participating in the CII Programs will be evaluated for all or a sample of participating customers. There should also be a similar sample of non-participant customers, to the extent possible to obtain, that can be used as a control group to identify any impacts on water use that are common to all customers in the service area. The primary influences that would affect all customers in the service area are weather patterns and water use restrictions put into effect due to drought. Sites will be further grouped into cities due to the climate differences between them.

The target will be to receive usable water consumption data for sites participating in each program. It is GHD's understanding that the number of CII sites participating will not exceed several hundred per program.

After the analysis of pre-and post-water consumption data is complete for the participant and control groups, a clear pattern may emerge. Patterns to look for are water consumption decreases and increases in one or all groups and the variations in water consumption decreases and increases between groups.

The date ranges of drought restrictions will be noted on water consumption graphs and addressed in the analysis.

When this analysis is complete, it will be discussed with the SCWA Project Manager as to whether additional analysis is merited. An example of further analysis includes graphing weather data, such as reference evapo-transpiration (Eto) and precipitation, against water consumption trends. This particular analysis would be applied to accounts having received irrigation audits. Weather patterns would not be applied to the water consumption trends analysis of accounts having received plumbing installations, as indoor use is not generally significantly affected by weather patterns when compared to the effect weather patterns have on irrigation.

Some sites receiving irrigation audits, particularly self-selected sites, are not found to be over-watering. Therefore, post-audit water consumption for those sites should not be expected to decrease. The conclusion in those cases would not be an ineffective program or unwillingness for a customer to make changes, but rather that for those sites there was no water savings potential.

3.2 Preparing the Data and Database

The first step after receiving data is a "data scrub." GHD will review the data received from the retailers and conduct the following tasks:

1. Review data for individual accounts for complete water use history. Delete sites from the analysis which had unread or faulty meters.



2. Compare the participant and control groups in the large landscape irrigation audit program to the turf replacement group. Separate sites which participated in the turf removal program from the irrigation audit analysis.
3. Separate HET direct install sites which have dedicated irrigation meters from those which do not. If the available number of HET direct-install sites with dedicated meters is large enough, focus the analysis using those only, to isolate indoor from outdoor water consumption.
4. A database will be developed in a format appropriate for the amount and complexity of the data received from SCWA. Stored in a relational database schema, the compiled information will be accessible via a range of applications including MS Excel, MS Access or GIS.

3.3 Complete the Evaluation with the Appropriate Analytical Method

After the data is reviewed and inserted into an appropriate format, the next task is to decide which analytical method is best for the program. More than one method should be used to corroborate the findings of the primary method. All of the databases should provide pre/post data with clear identification of the intervention timing. And all of the databases should provide consumption data for each participant customer, not just aggregate consumption for all participants. This type of data allows for various sound analytical methods. Multiple statistical methods will be considered. Methods to be considered include:

1. **Matched Pairs Analysis (MPA)** - This method is the easiest and least costly approach to measuring pre/post data. The statistical test is available in MS Excel and is easily applied to any subsets of pre/post data. For example, one could choose peak months or annual data, or two or three years of pre data as the base and evaluate two or three years of post data for each year separately or combined, or all post years. In order to remove the effect of weather from the results, the process must be applied to both participant and control groups of customers in the same manner.
2. **Pre/Post Tracking Model** - Another approach to measure pre/post conservation water savings is to build a time series tracking model in MS Excel. Then use regression analysis and a weighted moving average to measure reductions in water use due to an intervention.
3. **Variables to be Considered** – As appropriate, precipitation, Eto, water rates increases and water use restrictions will be included in the analysis for participants and for the non-participant control group.
4. **Spatial-temporal Variability** – Through using the location based information in the water consumption data, patterns can be identified and compared across geographic regions and time periods; and combined with a comparison of consumption data against localised weather information.

TASK 4.0 Cost Effectiveness Analysis

There are many benefits to implementation of water conservation / water use efficiency programs, including cultivating the public's understanding of water issues and the reduction of wasteful practices.



However, the purpose of this task is to evaluate the benefits and costs of the conservation projects being evaluated. GHD will perform a simple cost-benefit analysis to generate a benefit-to-cost ratio and cost of water saved (\$/acre-foot) for the programs being evaluated. This cost will be compared to wholesale and retail costs of water.

Information from prior subtasks will be used to develop estimates of unit costs and average water savings for the audits. Costs will include SCWA and retailer costs including direct rebate costs, direct install costs, contractor fees, etc.

TASK 5.0 Conclusions and Recommendations

GHD will develop conclusions and recommendations based on the analysis conducted, as described in the previous tasks of this proposal. Conclusions will include findings of the analysis and recommendations for proceeding into the future of the SCWA's water conservation program for the CII sector.

TASK 6.0 Report

GHD will create a draft report summarizing all of the findings, conclusions and recommendations. The SCWA program manager will review and provide consolidated comments to GHD. GHD will review comments and discuss those comments with SCWA and integrate comments as appropriate into a final report.

GHD will provide copies of the finished materials in proper electronic formats, such as PDF files, JPEGs, raw files, etc., as directed by SCWA's Project Manager. In addition to an electronic copy, fifteen printed copies will be provided.

TASK 7.0 Presentation to the SCWA Board of Directors

GHD will provide project management and consultation services to SCWA throughout the project. GHD 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, GHD expects the following:

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

Schedule

It is anticipated that the Notice to Proceed (NTP) for this project would be issued in July of 2017. GHD staff will be available to begin work immediately after receiving the NTP. Ideally, the project would be completed by June 30, 2018. However, the schedule for completion is dependent upon GHD's receipt of requested data from SCWA and the SCWA retailers participating in the analysis. Due to expected delays in obtaining



water consumption data from SCWA retailers, the time-frame for completion of this project will be considered two years.

Fee Estimate

The estimated fee to complete the described scope of work is \$96,900. This fee is to be charged on a time and materials basis. A rate schedule is attached.

Assumptions

- GHD will be provided the data needed for analysis by SCWA, or by retailers as facilitated by SCWA.
- The SCWA water conservation program manager will provide comments to the draft analysis report prior to GHD's finalization of the report.

Sincerely,
GHD

A handwritten signature in blue ink that reads "Cristina Goulart".

Cristina Goulart
Project Manager, Water Resource Specialist

A handwritten signature in blue ink that reads "Theodore B. Whiton".

Theodore B. Whiton, P.E.
Principal

cg/eo

Attachments: GHD Rates



FEE SCHEDULE - Santa Rosa Office
(Effective July 2016)

Hourly Rates

| | |
|-------------------------------|-----------|
| Principal Professional | \$205-270 |
| Senior Professional | 160-205 |
| Professional | 90-160 |
| Principal Technical Officer | 125-160 |
| Senior Technical Officer | 105-130 |
| Technical Officer / Drafter | 75-115 |
| Senior Administrative Officer | 125-180 |
| Administrative Officer | 70-125 |
| Senior Service Group Support | 125-180 |
| Service Group Support | 70-125 |
| Construction Manager Senior | 210-230 |
| Senior Site Engineer | 125-180 |
| Site Engineer | 85-125 |
| Senior Inspector | 125-180 |
| Inspector | 85-125 |
| Survey | 60-180 |

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

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

| | |
|--|------------|
| Office consumables | \$6.00/hr |
| Environmental Dept/Construction Inspector consumables | \$11.00/hr |
| Survey Field consumables | \$15.00/hr |
| Various Environmental, Construction and Land Surveying equipment | At market |

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

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2017**, 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, 2018** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

6. INDEMNIFY AND HOLD HARMLESS

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

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

7. INSURANCE

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

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

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

8. SUBCONTRACT AND ASSIGNMENT

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

9. NOTICE

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

AGENCY

Roland Sanford, General Manager
Solano County Water Agency

CONTRACTOR

Christine Kohn, Principal
IN Communications

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

Solano County Water Agency
a Public Agency

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

By: _____
Christine Kohn, Principal
IN Communications

EXHIBIT A

SCOPE OF SERVICES

- Task 1. Organize and implement a video water conservation/water quality contest open to all Solano County high schools and middle schools.
- Task 2. Provide a final summary report.
- Task 3. Provide consulting services as needed for Solano water conservation and public outreach/education efforts.
- Task 3. The terms for performance of this contract are for the fiscal year July 1, 2017 through June 30, 2018.

EXHIBIT B

RATE OF COMPENSATION

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

REIMBURSABLE EXPENSES

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective January 1, 2017**, 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 **June 30, 2018** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

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 Corporation

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 \$28 per month. Billing will be based on service to each site and will be performed monthly.

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, 2017**, 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 \$337,000** 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, 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



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

April 18, 2017

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

Subject: Solano HCP 2017-2018 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 2017-2018 assume we will have received and incorporated all final agency comments on the September 2016 Administrative Public Draft HCP but that actual publication of the public Draft HCP will occur in the late summer fall of 2017. Work for the upcoming year focuses 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 project and mitigation tracking database and web-based application to assist in compliance reporting requirements; ongoing management and revisions to the web-based HCP GeoBrowser; revisions to the draft sections 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.

Overall we request a budget of \$337,000 for a similar level of effort as 2016-2017. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

LSA Associates, Inc.

Steve Foreman
Principal/Wildlife Biologist

ATTACHMENT 1

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

BASIC ASSUMPTIONS AND SCOPE

HCP Preparation Tasks

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

Budget: \$15,000

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 updating current draft implementation handbooks for each applicant based on the Final HCP. The main effort for 2017-2018 will be to add additional functionality to track habitat loss/gain to Solano HCP Geobrowser. The objective will be develop an online

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

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

Work tasks include training for Plan Participants.

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

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

Budget: \$10,000

7. *Prepare 2081 Permit Application, Assist in the Preparation of the 2081 Permit, MOU for Fully Protected Species and Rare Plants and Support for the Biological Opinion*: This task involves coordination and support to USFWS and CDFW for issuance of a 2081 permit and associated MOUs. We have a current draft of the 2081 Permit Application will be ready for submission to CDFW in June 2016. We anticipate CDFW will have questions and the application will need to be revised to incorporate any final round of comments from the CDFW.

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

Budget: \$ 25,000

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

Budget: \$ 10,000

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

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

Budget: \$ 65,000

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

Budget: \$ 8,000

11. *King-Swett Ranches Conservation Easements*: This task involves the continued work to finalize the necessary documents in cooperation with the Solano Land Trust and PG&E to establish 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, Calippe silverspot butterfly, and some additional wetland, freshwater marsh and riparian mitigation.

Budget: \$ 20,000

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

Budget: \$10,000

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

Budget: \$ 10,000

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

Budget: \$14,000

Total Labor and Expense Budget: \$ 337,000

EXHIBIT B

RATE OF COMPENSATION

LSA 2017-2018 Billing Rates

| Employee Name Permanent Staff | Billing Rate |
|----------------------------------|-----------------|
| Akky, Yasmine | 110 |
| Bacon, Devon | 100 |
| Cochrane, Steven | 90 |
| Creer, Sheryl | 110 |
| Dengler-Germain, Bethany | 85 |
| Dobberteen, Ross | 220 |
| Foreman, Steve | 225 |
| Foreman, Jeremy | 90 |
| Gallaugh, Gregory | 130 |
| Gross, Ryan | 85 |
| Guiler, Shanna | 135 |
| Hensley, Deborah | 95 |
| Hibma, Michael | 105 |
| Holland, Lora | 100 |
| Jones, Tim | 130 |
| Kaptain, Neal | 125 |
| Kunna, John | 120 |
| Lacy, Timothy | 185 |
| Lafler, Laura | 205 |
| Li, Nancy | 100 |
| Lichtwardt, Eric | 135 |
| Lillis, Bridget | 105 |
| Martinez, Ameara | 90 |
| Milliken, Timothy | 110 |
| Molina, Norma | 120 |
| Molnar, George | 190 |
| Muth, David | 135 |
| O'Donnell, Tim | 115 |
| Pulcheon, Andrew | 185 |
| Ross, Steven | 165 |
| Roth, Jennifer | 125 |
| Sidle, Daniel | 135 |
| Simon, Michelle | 105 |
| So, Marie | 115 |
| Sproul, Malcolm | 245 |
| van der Leeden, Pamela | 125 |
| Warzecha, Bernhard | 110 |
| Zantzinger, Gretchen | 115 |

| Employee Name Outside Labor | Billing Rate |
|--------------------------------|-----------------|
| Aberbom, Linda | 140 |
| Arellano, Francisco | 75 |
| Bouril, Chip | 110 |
| Catalini, Todd | 110 |
| Coopride, Mary | 115 |
| Crumpton, Brooke | 70 |
| Graver, Sally | 75 |
| Griffin, Stefanie | 75 |
| Harris, Roger | 190 |
| Hannah, Caitlin | 75 |
| Hennek, Stephen | 75 |
| Hoornbeek, Paul | 75 |
| Kelley, John | 95 |
| Lohmann, Sean | 140 |
| Moreno, Izchel | 75 |
| Phillips, Charles | 80 |
| Redinger, Tara | 75 |
| Schwennessen, Joseph | 75 |
| Simon, Chris | 75 |
| Stenberg, Sean | 70 |
| Stewart, Devin | 75 |
| Theriot, Angelique | 85 |
| Timm, Serah | 75 |
| Ward, Christopher | 75 |

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, 2017**, 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 \$123,373** 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.. INDEMNIFY AND HOLD HARMLESS

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

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

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

7. INSURANCE

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

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

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

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

8. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford,
General Manager

By: _____
Vicki Kretsinger Grabert,
President

EXHIBIT A

SCOPE OF SERVICES

The following services shall be provided by the Contractor:

1. Provide a detailed design for the proposed project.
2. Obtain all necessary permits from the appropriate authorities.
3. Prepare and submit a detailed cost estimate for the project.
4. Provide a detailed schedule for the project.
5. Provide a detailed report on the project progress.
6. Provide a detailed report on the project budget.
7. Provide a detailed report on the project risks.
8. Provide a detailed report on the project quality.
9. Provide a detailed report on the project safety.
10. Provide a detailed report on the project environmental impact.

The Contractor shall be responsible for the design, construction, and maintenance of the proposed project. The Contractor shall also be responsible for obtaining all necessary permits and for providing a detailed cost estimate, schedule, and report on the project progress, budget, risks, quality, safety, and environmental impact.

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April 19, 2017
Project No. 17-1-032

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

SUBJECT: 2017-2018 General Services – Groundwater Conditions Annual Update and Groundwater Management Assistance

Dear Mr. Lee:

In response to your request, Luhdorff & Scalmanini, Consulting Engineers (LSCE) is pleased to provide this letter describing groundwater conditions reporting and groundwater management assistance to be completed during the 2017-2018 fiscal year.

This scope of work describes the following tasks:

- Task 1: Groundwater Conditions Annual Update Report and Data Management System (DMS) Update,
- Task 2: CASGEM Compliance Assistance.
- Task 3: Sustainable Groundwater Management Act (SGMA) Technical Assistance
- Task 4: Dedicated Groundwater Monitoring Facilities to Track Surface Water-Groundwater Interrelationships
- Task 5: Assistance with Grant Application

Task 1: Groundwater Conditions Annual Update 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 an annual report describing current groundwater level and subsidence conditions and trends in the Solano Subbasin and Suisun-Fairfield Valley Basin relative to historical conditions.

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

Work to be performed under this Task will include:

- Updating the existing Data Management System (DMS)
 - Groundwater levels
 - DWR
 - SCWA
 - City of Vacaville (*monitoring and production wells*)
 - Solano Irrigation District (SID)
 - Geotracker (SWRCB) (*as available*)
 - US Bureau of Reclamation (*as available*)
 - Subsidence Data
 - SCWA monitoring facilities
 - Additional Plate Boundary Observatory (PBO) stations
 - Assignment of additional monitoring wells to designated aquifer units based on well construction and hydrostratigraphic interpretations
- Incorporate additional data from sites monitored by the City of Dixon, City of Rio Vista, and SID (*as available*)
 - Incorporate well construction information and available water level and water quality data into the DMS
- Groundwater Conditions Annual Update Report
 - Background
 - Brief description of the geologic setting with reference to existing reports and key figures
 - Description of existing groundwater and subsidence monitoring networks (including summary tables and figures)

- Evaluation of groundwater conditions and trends including levels in each aquifer unit; contouring of groundwater levels in different aquifer zones for spring and fall 2017
- Presentation/evaluation of subsidence data and the relationship of subsidence to groundwater level fluctuations (data from six stations, including the two local stations installed by SCWA)
- Conclusions and recommendations

Task 2: CASGEM Compliance Assistance

LSCE will continue to assist SCWA, as needed, during the 2017-2018 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: SGMA Technical Assistance

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

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

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

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

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

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

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

Existing monitoring facilities in the Solano Subbasin are not designed to track temporal and spatial changes in groundwater-surface water connectivity nor the manner in which key surface waters respond to the utilization of groundwater resources. The proposed facilities will address these data gaps and 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.

Task 4.1 Evaluate and Identify Surface Water Data Collection Site

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

Task 4.2 Meeting with SCWA to Finalize Groundwater and Surface Water Monitoring Site Selections

This task includes an LSCE and SCWA meeting to discuss groundwater monitoring site locations and proposed surface water co-located for collection of stage, flow, and quality data.

SCWA will identify and acquire land or receive permission to drill the two monitoring wells and, if needed, install co-located surface water data collection facilities.

Task 4.3 Construction of Two Multiple Completion Monitoring Wells (Outside Contractor)

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

Task 4.4 Monitoring Well Installation Oversight, Inspection, and Sampling

It is expected that one monitoring well would be located on the east side of Solano County along Putah Creek and the second would be in the central-eastern Solano County area along Ulati Creek. LSCE will prepare a project description and bid sheet and solicit bids from a select group of drilling contractors familiar with LSCE's requirements. All work performed by the contractor will be overseen by LSCE to ensure that it is performed in accordance with project specifications. LSCE will provide onsite drilling and sampling inspection and general project oversight. LSCE will provide documentation and sampling services during the test hole drilling process, including preparation of a drilling log, collection of lithologic samples at a minimum of 10-foot intervals, and sieve (grain size) analysis. All work will be performed by a California Professional Geologist or by experienced personnel under the direct supervision of a California Professional Geologist.

LSCE will develop final monitoring well designs based on data gathered during test hole evaluation. The principal design elements will include screen, casing, and seal depths. Two individual piezometers will be installed in one minimum 10¾ inch diameter borehole. The piezometers will be constructed of 2-inch diameter, Schedule 40 PVC blank casing. The screen sections will be of the same material and will have machine cut 0.040-inch slots. A No. 8 gradation gravel will be placed in the annulus between the casings and the borehole wall. Bentonite clay will be placed in the annulus to isolate screen sections. A sand/cement grout sanitary seal will be placed from a minimum depth of 20 feet to ground surface.

LSCE will verify that the two monitoring wells (with two piezometers each) are constructed as designed and according to accepted industry standards and regulatory requirements. Each wellhead will be housed in a lockable above ground, vault surrounded by a concrete pad and bollards. LSCE will witness well development and verify completeness. LSCE will ensure that the contractor complies with all discharge, permit, and site cleanup and restoration requirements.

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

Task 4.5 Transducer Installation, Calibration and Initial Download

LSCE will furnish, install, and calibrate automated and continuous groundwater level, temperature, and electrical conductivity monitoring equipment in each of four piezometers. In addition, LSCE will conduct the initial data download to confirm equipment calibration and data accuracy.

Task 4.6 Incorporation of Four Piezometers into Groundwater Monitoring Networks

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

Task 5: Assistance with Grant Application

Through this task, LSCE will assist SCWA with the development of a grant proposal that leverages 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 scope development, drafting project descriptions, developing budgets, and preparing groundwater technical components. Potential grant topics may include:

- Dedicated Groundwater Monitoring Facilities to Track Surface Water-Groundwater Interrelationships
- Groundwater-Surface Water Flow Model to Guide Local Groundwater Management

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 these tasks is about \$123,373. The current LSCE Schedule of Fees is enclosed for your reference. In the event that SCWA requests out-of-scope work and additional funds are needed to complete the task(s), SCWA will be contacted before proceeding with further work.

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

Sincerely,

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Debra M. Cannon, PG
Senior Hydrogeologist



Vicki Kretsinger Grabert
President/Senior Principal Hydrologist



Reid Bryson
Project Hydrologist

Enclosures:
Table 1 – Cost Estimate
LSCE Schedule of Fees

Cost Estimate: General Services — Solano County Water Agency Groundwater Conditions Annual Update, Groundwater Monitoring Facilities, SGMA and Prop 1 Grant Assistance--Fiscal Year 2017-2018

[illegible]

Table 1

**Cost Estimate: General Services — Solano County Water Agency Groundwater Conditions Annual Update, Groundwater Monitoring Facilities,
SGMA and Prop 1 Grant Assistance--Fiscal Year 2017-2018**

| Task Description | Billing Rate (\$/hr) | Hours | | | | | | Cost | | |
|--|----------------------|----------------------|------------------------|-------------------------|--------------------------------|---------------|----------|----------|--|--------------|
| | | Sr. Prin. Hydrol. | Sr. Hydro- geol. | Pjt. Hydro- geol. | Staff Hydro- geol./Geol. | Data Tech. | Clerical | LSCE | Outside Services/ Equipment ¹ | Subtask Task |
| Task 5 – Assistance to Grant Application | | \$202 | \$178 | \$140 | \$130 | \$130 | \$70 | | | |
| Task 5.1 Support for SCWA response to DWR Prop 1 grant opportunities. This may include assistance on project scope development in coordination with SCWA staff, drafting project descriptions, developing budgets, groundwater technical components, and other proposal elements, as requested. | | 12 | 16 | 30 | | | 8 | \$10,032 | | \$10,032 |
| Task Total | | | | | | | | | | \$10,032 |
| Totals | | 64 | 58 | 192 | 151 | 10 | 16 | \$72,182 | \$51,191 | \$123,373 |

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

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
2017*

Professional:*

| | |
|-------------------------------|-------------------------|
| <i>Senior Principal</i> | <i>\$202/hr.</i> |
| <i>Principal Professional</i> | <i>\$200/hr.</i> |
| <i>Project Manager</i> | <i>\$190/hr.</i> |
| <i>Senior Professional</i> | <i>\$178/hr.</i> |
| <i>Project Professional</i> | <i>\$135 to 170/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>\$120 to 130/hr.</i> |
| <i>Engineering Assistant</i> | <i>\$100/hr.</i> |
| <i>Technician</i> | <i>\$100/hr.</i> |

Clerical Support:

| | |
|----------------------------------|-----------------|
| <i>Word Processing, Clerical</i> | <i>\$70/hr.</i> |
|----------------------------------|-----------------|

| | |
|--------------------|-------------------|
| <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: **Professional IT Support**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective **July 1, 2017**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Shandam Consulting, Inc.**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

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

7. **INDEMNIFY AND HOLD HARMLESS**

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

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

8. INSURANCE

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

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

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

9. SUBCONTRACT AND ASSIGNMENT

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

10. NONRENEWAL

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

11. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____
Roland Sanford
General Manager

By: _____
Scott Howard,
Principal

EXHIBIT A
SCOPE OF SERVICES

Network Services Proposal

Response to Request for Quote

May 15th, 2017

For:

Solano County Water Agency



Prepared by:

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

Shandam Consulting Services
Network Consulting Services

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Executive Summary

The Solano County Water Agency (SCWA) is a wholesale water agency that provides untreated water to cities and agricultural districts in Solano County from the Federal Solano Project and the North Bay Aqueduct of the State Water Project. SCWA also has a flood control function that is critical to residents of Solano County.

The purpose of this proposal is to demonstrate to SCWA the technical expertise of Shandam Consulting in planning, designing, and implementing and troubleshooting complex networking technologies.

Our staff has provided expert support to the Solano Irrigation District, the California Energy Commission, the California Department of Mental Health, the Contractors State Licensing Board, the California State Employees Association, the State Water Resources Control Board and many other state and private clients.

Shandam Consulting has a long history of working with governmental clients and understands the strategic direction in which much of the State and local government agencies are headed. Shandam Consulting was founded in 2000 by several of the principals of Netigy, a global network services provider. All of our clients to date have been referrals, starting with small contracts gradually extending to bigger projects as we developed the trusted advisor role with our clients.

Shandam Consulting does not sell equipment; all of our recommendations on hardware and software are based on previous experience with proven solutions.

Contact Information

| | |
|--------------|--------------------------|
| Company | Shandam Consulting |
| Contact Name | Scott Howard |
| Title | Principal |
| Phone Number | 916.444.7872 x201 |
| Email | Scott.howard@shandam.com |

Section 1 – Scope of Work

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

1. Scheduled Network Consulting Support:

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

- i. Network troubleshooting, diagnosis, analysis and repair:
 - 1. PC Workstations
 - 2. Network Servers (Windows 2008, 2012, etc.)
 - 3. Network Services (DHCP, DNS, Active Directory, etc.)
 - 4. Network Applications (MS Exchange, web servers, data backup, etc.)
 - 5. Virtualization (VMware server and client)
 - 6. Etc.
- ii. Project based IT consulting, including:
 - 1. Circuit upgrades
 - 2. Software upgrades
 - 3. Server upgrades
 - 4. Network assessments
 - 5. Network monitoring
 - 6. Etc.

2. On Call Care:

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

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

3. Progress Reports:

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

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

Section 3 – Terms & Conditions

This Contract for Services (this "Contract") is made effective as of June 1st 2017, by and between Solano County Water Agency of 810 Vaca Valley Parkway Vacaville, CA 95688, and Shandam Consulting Inc. of 1321 20th Street Sacramento, CA 95811. In this Contract, the party who is contracting to receive services will be referred to as "SCWA" and the party who will be providing the services will be referred to as "Shandam."

1. DESCRIPTION OF SERVICES. Beginning on June 1st 2017, Shandam will provide to Solano County Water Agency (SCWA) the services described in the Section 1 of this document (collectively, the "Services").

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

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

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

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

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

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

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

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

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

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

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

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

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

Shandam Consulting
1321 20th Street, Sacramento, CA 95811
Attn: Scott Howard

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Signature Page

Accepted by:

Solano County Water Agency

By _____
Authorized Signature

Name (print or type)

Title

On _____
Date

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

Shandam Consulting

By _____
Authorized Signature

Name (print or type)

Title

On _____
Date

Shandam Consulting
1321 20th Street
Sacramento, CA 95811
916-444-7872 x201

Purchase Order No. _____

California Certified Small Business # 27777



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



EXHIBIT B
RATE OF COMPENSATION

Section 2 – Cost Proposal

CONTRACT PERIOD

Service Commencement Date 6/1/2017

Service Termination Date: 5/30/2018

RATES AND PAYMENTS

1. Rates:

The following are Shandam Consulting's rates:

RATE TABLE

| Consultant Level | CMAS List Rate (Hourly) | Discounted Rate | Budgeted Hours | Estimated Total Amount |
|-----------------------------|-------------------------------|--------------------|-------------------|---------------------------|
| Network Technician | \$175.00 | \$150.00 | | |
| Network Architect | \$210.00 | \$175.00 | | |
| Network Security Specialist | \$210.00 | \$175.00 | | |
| Project Manager | \$185.00 | \$165.00 | | |
| | | | | |
| Total Budgeted Hours | | | | |
| Total Dollars | | | | \$50,000 |

All Services specified above are provided on a time and materials ("T&M") basis; that is, Client shall pay Shandam Consulting for all of the time spent performing such Services, not to exceed the contractual maximum of \$50,000. Any estimate related to the Services performed under this Engagement Agreement is intended to be an estimate for Client's budgeting and Shandam Consulting resource scheduling purposes. Once fees for Services reach maximum amount of \$50,000, Shandam Consulting will notify Client and will stop providing services until an amended or new contract is place.

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2017** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and the Solano Resource Conservation District, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

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

Solano Resource Conservation District

By: _____
Roland Sanford,
General Manager

By: _____
Chris Rose,
Executive Director

EXHIBIT A

SCOPE OF SERVICES

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

Table 1 – Breakdown of Yearly Costs

| Title/Item | Cost |
|-----------------------|-----------------|
| Staff Labor | \$23,790 |
| Travel | \$1,210 |
| Yearly Total = | \$25,000 |

Table 2 – Total Cost of Contract

| Fiscal Year | Amount |
|-------------------------|-----------------|
| 2017-2018 | \$25,000 |
| 2018-2019 | \$25,000 |
| Contract Total = | \$50,000 |

EXHIBIT B

RATE OF COMPENSATION

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

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

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2017** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Southwest Environmental Incorporated, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

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

3. **METHOD OF PAYMENT**

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

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **December 31, 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. 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")

| | Manufacturer | Description | Model | Cost | |
|-------------------------------|-----------------|---|---------------------|--------------|-------------|
| | | | | 1-20 toilets | 21+ toilets |
| Tank & Bowl Toilets | Western Pottery | Round Front 1.28gpf | 822-HET | \$290.00 | \$265.00 |
| | Western Pottery | Elongated 1.28gpf | 832-HET | \$300.00 | \$275.00 |
| | Western Pottery | ADA 1.28gpf | 872-HET | \$330.00 | \$305.00 |
| | Western Pottery | Round Front 1.0gpf | 722-HET | \$325.00 | \$300.00 |
| | Western Pottery | 10" rough-in tank | TSULF-HET-10 | \$40.00 | \$40.00 |
| | Niagara | Stelath Round Front 0.8gpf | N7716 | \$325.00 | \$300.00 |
| | Niagara | Stelath Elongated/ADA 0.8gpf | N7717 | \$330.00 | \$305.00 |
| | Niagara | Stelath Backoutlet 0.95gpf | N7799 | \$410.00 | \$385.00 |
| | Niagara | Stelath 10" rough-bowl 0.8gpf | N772614R | \$335.00 | \$310.00 |
| | Vitra Evergreen | Round Front 1.20gpf | 5196-5402 | \$290.00 | \$265.00 |
| | Vitra Evergreen | Elongated 1.20gpf | 5195-5402 | \$300.00 | \$275.00 |
| | Kohler | Wellworth Elongated 1.0gpf pressure assist | K-3531-0 | \$360.00 | \$335.00 |
| | Kohler | Highline Elongated 1.0gpf pressure assist | K-3519-0 | \$375.00 | \$350.00 |
| Commercial Flushvalve Toilets | Kohler | Kingston Wall-Hung 1.28 w/manual valve | K-4325-0 | \$410.00 | \$385.00 |
| | Kohler | Highline Floor Mount 1.28 w/ manual valve | K-4405-0 | \$400.00 | \$375.00 |
| | Kohler | Wellworth Floor Mount 1.28gpf w/ manual valve | K-4406-0 | \$390.00 | \$365.00 |
| | Sloan | Manual HET Flushometer and HET Wall Hung Water Closet | WETS 2051.1001-1.28 | \$410.00 | \$385.00 |
| | Sloan | Manual HET Flushometer and HET Water Closet | WETS 2000.1001-1.28 | \$390.00 | \$365.00 |
| | Sloan | Manual HET Flushometer and ADA HET Water Closet | WETS 2020.1001-1.28 | \$400.00 | \$375.00 |
| | Kohler | Bardon Small Urinal 0.5gpf | K-4904-ET | \$490.00 | \$490.00 |
| Other Fixtures | Niagara | Chrome 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: **Alternative Canal Cleanout – Engineering Support**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2017**, 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 **Alternative Canal Cleanout – Engineering Support**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$40,000** for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, 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, 2018** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

6. 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

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 engineering and engineering construction management support for the Alternative Canal Cleanout project. The Agency is looking at alternative methods to clean the Putah South Canal, and will be looking at potential vendors and/or Contractor to hire to implement the project. Summers Engineering will provide engineering support as requested for this project.

EXHIBIT B

RATE OF COMPENSATION

SUMMERS ENGINEERING, INC.

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

January 1, 2017

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 \$ 300.00 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: **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, 2017**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Terraphase Engineering Inc.**, hereinafter referred to as "Contractor."

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

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$55,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

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

4. TIME OF PERFORMANCE

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

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 6, 2017

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 2017-2018 Sampling Season, Solano County Water Agency, Solano County, California

Dear Mr. Lee:

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 2017-2018 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 2017-2018 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 2017-2018 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 2017-2018 (Year 8) 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 may be modified in coordination with SCWA based on the need for safe, accessible, easily located sites that can be clearly identified by others using field descriptions. The sites should be representative of that part of the surface water of interest and have a clear hydrologic connection with the main mass of water, i.e., circulation should not be impeded by excessive vegetation, shallow water depth, or be in a restricted embayment. The presence and proximity to other tributaries will be considered so that adequate mixing is assured if sampling downstream of a tributary is conducted.

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

- pH
- total & dissolved metals (potential parameters include mercury, copper, boron and selenium)
- dissolved oxygen
- proprietary pesticides (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 2016-2017 sampling season and are proposed for the 2017-2018 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 2016-2017 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 \$55,000. Terraphase will not exceed this authorization without prior written approval of the client and will submit a change order for additional work beyond the scope of this proposal, if needed.

The following table provides a summary breakdown by task.

| 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 | \$38,000.00 |
| Task 4: Project Management | \$5,000.00 |
| TOTAL | \$55,000.00 |

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
Schedule of Charges with 10% Discount/10% ODC

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

Labor Charges

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

Expenses

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

Payment

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

Name of Project: **Solano Project 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, 2017**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Wildlife Survey & Photo Service**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano Project Invasive Species Monitoring**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$210,913** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

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

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

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2018** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

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

6. PERMITS

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

7. INDEMNIFY AND HOLD HARMLESS

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

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

8. INSURANCE

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

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

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

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

9. COMPLIANCE WITH LAW

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

10. RECORD RETENTION

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

11. OWNERSHIP OF DOCUMENTS

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

12. SUBCONTRACT AND ASSIGNMENT

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

13. NONRENEWAL

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

14. NOTICE

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

AGENCY

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

CONTRACTOR

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

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

Solano County Water Agency
a Public Agency

By: _____

Roland Sanford
General Manager

By: _____

Ken. W. Davis

EXHIBIT A

SCOPE OF SERVICES

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

PROPOSED BUDGET - 2017-18
(Invasive Species Monitoring - Media Development)

APRIL 12, 2017

| Proposed Master Budget FY:2017-18 - Solano Project - Invasive Species / Media Development - Ken Davis | | | | | | | | | | |
|---|--|---|-------------|----------------------|------------------|---------|-------|--------------|----------|------------------|
| Task No | Task | Task Description / Narrative | Total Hours | Labor Bio @ \$92 hr. | DC Item | DC Cost | Miles | Miles @ 0.52 | Total DC | Total Labor & DC |
| 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 | 18,576.00 | Storage Disk | 400.00 | 3500 | 1820.00 | 2220.00 | 20896.00 |
| | 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 | | 203 | 18,576.00 | | 400.00 | 3500 | 1,820.00 | 2,220.00 | 20,896.00 |
| SCWA MEDIA DEVELOPMENT | | | | | | | | | | |
| 2.0 | 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 | 18,400.00 | Storage | 400.00 | 3500 | 1820.00 | 2220.00 | 20620.00 |
| | 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 | | 200 | 18,400.00 | | 400.00 | 3500 | 1,820.00 | 2,220.00 | 20,620.00 |
| 2.2 | Media Production | 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 | 23,000.00 | Software / Month | 220.00 | 500 | 260.00 | 480.00 | 23,480.00 |
| | Total Prior Charges | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| | CURRENT Charges | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| | Total Charges to Date | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| | Contract Balance | | 250 | 23,000.00 | | 220.00 | 500 | 260.00 | 480.00 | 23,480.00 |
| 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 | 9,200.00 | Hosting | 120.00 | 300 | 156.00 | 276.00 | 9,476.00 |
| | Total Prior Charges | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| | CURRENT Charges | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| | Total Charges to Date | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| | Contract Balance | | 100 | 9,200.00 | | 120.00 | 300 | 156.00 | 276.00 | 9,476.00 |
| GENERAL MUSSEL ACTIONS | | | | | | | | | | |
| 3.0 | Watercraft Insp.Training / Mussel Plan | Review the Solano Project Eurasian Mussel Education & Prevention Plan and complete the Rapid Response Plan for Solano Project. | 30 | 2,760.00 | | 0 | 1300 | 676.00 | 676.00 | 3,436.00 |
| | Total Prior Charges | | 0 | 0.00 | | 0 | 0 | 0.00 | 0.00 | 0.00 |
| | CURRENT Charges | | 0 | 0.00 | | 0 | 0 | 0.00 | 0.00 | 0.00 |
| | Total Charges to Date | | 0 | 0.00 | | 0 | 0 | 0.00 | 0.00 | 0.00 |
| | Contract Balance | | 30 | 2,760.00 | | 0 | 1300 | 676.00 | 676.00 | 3,436.00 |

| 4.0 LAKE BERRYESSA - MUSSEL SURVEYS | | | | | | | | | | |
|---|--|-----|-----------|-----------|----------|------|----------|----------|--|-----------|
| 4.1 Capell Cove (Velliger tows / plates) | Plankton tows & sample processing, Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers where possible. Work with Marina staff to improve mussel education. | 100 | 9,200.00 | Micro Sup | 300.00 | 900 | 468.00 | 768.00 | | 9,968.00 |
| Total Prior Charges | | 0 | 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 | 9,200.00 | | 300.00 | 900 | 468.00 | 768.00 | | 9,968.00 |
| 4.2 Markley Cove (Velliger tows / plates) | Plankton tows & sample processing, Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers where possible. Work with Marina staff to improve mussel education. | 100 | 9,200.00 | Nets | 600.00 | 900 | 468.00 | 1,068.00 | | 10,268.00 |
| Total Prior Charges | | 0 | 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 | 9,200.00 | | 600.00 | 900 | 468.00 | 1,068.00 | | 10,268.00 |
| 4.3 Pleasure Cove (Velliger Tows / Plates) | Plankton tows & sample processing, Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers where possible. Work with Marina staff to improve mussel education. | 100 | 9,200.00 | Plates | 500.00 | 900 | 468.00 | 968.00 | | 10,168.00 |
| Total Prior Charges | | 0 | 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 | 9,200.00 | | 500.00 | 900 | 468.00 | 968.00 | | 10,168.00 |
| 4.4 Other (USBR, Steele Park etc.) | Plankton tows & sample processing, Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers where possible. Work with USBR staff to improve mussel education. | 100 | 9,200.00 | | 600.00 | 900 | 468.00 | 1,068.00 | | 10,268.00 |
| Total Prior Charges | | 0 | 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 | 9,200.00 | | 600.00 | 900 | 468.00 | 1,068.00 | | 10,268.00 |
| 4.5 North Lake Berryessa | Plankton tows & sample processing, Deploy adult mussel detection plates. Check banks and other infrastructure for adult mussels. Educate anglers where possible. Work with Marina staff to improve mussel education. | 60 | 5,520.00 | | | 900 | 468.00 | 468.00 | | 5,988.00 |
| Total Prior Charges | | 0 | 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 | 5,520.00 | | | 900 | 468.00 | 468.00 | | 5,988.00 |
| Totals for Dreissenid Monitoring | | 460 | 42,320.00 | | 2,000.00 | 4500 | 2,340.00 | 4,340.00 | | 46,660.00 |
| Total Prior Charges | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | | 0.00 |
| CURRENT Charges | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | | 0.00 |
| Total Charges to Date | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | | 0.00 |
| Contract Balance | | 460 | 42,320.00 | | 2,000.00 | 4500 | 2,340.00 | 4,340.00 | | 46,660.00 |
| 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 | 4,600.00 | Plates | 200.00 | 2000 | 1,040.00 | 1,240.00 | | 5,840.00 |
| Total Prior Charges | | 0 | 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 | 4,600.00 | | 200.00 | 2000 | 1,040.00 | 1,240.00 | | 5,840.00 |

| | | | | | | | | | |
|----------------------------------|--|-----|-----------|-------|--------|----------|----------|-----------|-----------|
| 5.2 Interdam Section | | | | | | | | | |
| Total Prior Charges | Monitor flow regime on sensitive invertebrates. | 30 | 2,760.00 | | 500 | 260.00 | 260.00 | 3,020.00 | |
| CURRENT Charges | Monitor NZMS populations and surveys for Didymo and other Inv. Species. Monitor invertebrate community when feasible. | 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 | 2,760.00 | | 500 | 260.00 | 260.00 | 3,020.00 | |
| 5.3 Lake Solano Docks | | | | | | | | | |
| Total Prior Charges | Monitor for Invasive Mussels and other invasive species in vicinity of launch ramp. Passive survey for Hydrilla. Passive survey for Native Mussels. | 30 | 2,760.00 | | 1200 | 624.00 | 624.00 | 3,384.00 | |
| 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 | 2,760.00 | | 1200 | 624.00 | 624.00 | 3,384.00 | |
| 5.4 Diversion Dam Area | | | | | | | | | |
| Total Prior Charges | Monitor for Eurasian Mussels using plankton tows and adult colonization plates. | 60 | 5,520.00 | | 1200 | 624.00 | 624.00 | 6,144.00 | |
| 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 | 5,520.00 | | 1200 | 624.00 | 624.00 | 6,144.00 | |
| Totals for Interdam Reach | | 170 | 15,840.00 | | 200.00 | 4900 | 2,548.00 | 2,748.00 | 18,388.00 |
| Total Prior Charges | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| CURRENT Charges | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| Total Charges to Date | | 0 | 0.00 | | 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| Contract Balance | | 170 | 15,840.00 | | 200.00 | 4900 | 2,548.00 | 2,748.00 | 18,388.00 |
| 6.0 PUTAH SOUTH CANAL | | | | | | | | | |
| 6.1 Miles 1 - 5 | | | | | | | | | |
| Total Prior Charges | 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 | 17,480.00 | Nets | 500.00 | 2,000 | 1,040.00 | 1,540.00 | 19,020.00 |
| 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 | 17,480.00 | | 500.00 | 2,000 | 1,040.00 | 1,540.00 | 19,020.00 |
| 6.2 Miles 6 - 15 | | | | | | | | | |
| Total Prior Charges | 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 | 17,480.00 | Traps | 300.00 | 1,900 | 968.00 | 1,268.00 | 18,768.00 |
| 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 | 17,480.00 | | 300.00 | 1,900 | 968.00 | 1,268.00 | 18,768.00 |
| 6.3 Miles 16 - 30 | | | | | | | | | |
| Total Prior Charges | 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 | 17,480.00 | | 2,000 | 1,040.00 | 1,040.00 | 18,520.00 | |
| CURRENT Charges | | 0 | 0.00 | | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Charges to Date | | 0 | 0.00 | | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| Contract Balance | | 190 | 17,480.00 | | 2,000 | 1,040.00 | 1,040.00 | 18,520.00 | |

| | | | | | | | | | |
|--|---|-------------|-------------------|--|-----------------|------------------|------------------|------------------|-------------------|
| 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 | 3,680.00 | | | 2,600 | 1,352.00 | 1,352.00 | 5,032.00 |
| 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 | 3,680.00 | | | 2,600 | 1,352.00 | 1,352.00 | 5,032.00 |
| 6.5 Conveyance Creeks (3) | Invasive species surveys to include: Visual surveys, traps and appropriate nets. | 30 | 2,760.00 | | | 2,000 | 1,040.00 | 1,040.00 | 3,800.00 |
| 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 | 2,760.00 | | | 2,000 | 1,040.00 | 1,040.00 | 3,800.00 |
| Totals for PSC/NZMS Monitoring | | 640 | 58,880.00 | | 800.00 | 10,500 | 5,460.00 | 6,260.00 | 65,140.00 |
| 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 | 58,880.00 | | 800.00 | 10,500 | 5,460.00 | 6,260.00 | 65,140.00 |
| 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 | 2,576.00 | | | 91.50 | 311 | 161.72 | 2,816.78 |
| Total Prior Charges | | | 0 | | | | | 0.00 | 0.00 |
| CURRENT Charges | | 0 | 0 | | ink 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| Total Charges to Date | | 0 | 0 | | 0.00 | 0 | 0.00 | 0.00 | 0.00 |
| Contract Balance | | 28 | 2,576.00 | | 91.50 | 311 | 161.72 | 240.78 | 2,816.78 |
| PROJECT TOTALS | | | | | | | | | |
| PROJECT TOTALS | | 2081 | 191,452.00 | | 4,231.50 | 29,311.00 | 15,241.72 | 19,460.78 | 210,912.78 |
| 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 | | 2081 | 191,452.00 | | 4,231.50 | 29,311.00 | 15,241.72 | 19,460.78 | 210,912.78 |

EXHIBIT B

RATE OF COMPENSATION

| | |
|----------|-----------------------|
| Labor | \$92 per hour |
| Milage | \$0.52/mile |
| Supplies | at cost with receipts |

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, 2017**, 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 \$66,323** 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. 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 2017-18

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

Proposed Scope of Work

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

- Facilitate and support six Regular CC meetings attended by the RCD Senior Program Manager. Typical meeting duration is 2 hours with round-trip travel time in addition. The meeting frequency and location rotation in 2017-18 calls for 2 meetings in Solano County, 2 meetings in Yolo County, 1 in Lake and 1 in Napa Counties.
- 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, and complete design and layout for up to 4 quarterly newsletters as pdf files; provide to Solano County Water Agency for distribution to

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

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

3. Data Management

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

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

4. Funding Updates

The RCD Senior Program Manager will continuously track expenses associated with supporting the activities of the Coordinating Committee. Typical practices entail updating of payroll and materials expenses on a monthly basis. These charges will be summarized as amounts budgeted by task, current expenses, expenses to-date, and funds remaining. The SPM will consult with the CC on budget adequacy. The SPM will:

- Provide RCD budget status and project update at each CC meeting, for a total of six statements.
- Provide Invoices for work completed on a quarterly basis to the CC Chair for review and approval; they will then be submitted to Solano County Water Agency for payment.



Yolo County Resource Conservation District

221 West Court Street, Suite 1
Woodland, CA 95695

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

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:

- Advertise Small Grant Program, solicit applications, review applications, prepare materials for grant review and selection by CC
- Coordinate and communicate to arrange special meetings regarding regional, multi-partner applications for grant opportunities (Local Government Commission for Water Energy Grant, DWR-IRWM-DAC Involvement)
- Brownfield Grant document review and comment
- Communication with DWR liaisons and transition to new representatives

EXHIBIT B

RATE OF COMPENSATION

Name of Project: **Solano County School Assembly Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective July 1, 2017**, 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, 2018** as directed by the Agency.

5. MODIFICATION AND TERMINATION

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

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

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

6. 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.