

Name of Project: **Solano Habitat Conservation Plan**

## **SOLANO COUNTY WATER AGENCY**

### **AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Consultant)**

THIS AGREEMENT, effective **July 1, 2020**, 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 **Solano 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 **Solano 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 \$ 376,000** for all work contemplated by this Agreement.

#### **3. METHOD OF PAYMENT**

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

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

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2021**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

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

*(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**

*To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.*

8. **INSURANCE**

**Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to

provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

**Verification of Coverage** – Consultant shall furnish the Solano County Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

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

Rob McCann, CEO  
LSA Associates, Inc.  
157 Park Place  
Pt. Richmond, CA 94801

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

Solano County Water Agency  
a Public Agency

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

By: \_\_\_\_\_  
Rob McCann,  
CEO

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**FOR SCWA USE ONLY**

Contract Period: July 1, 2020 to June 30, 2021  
File Number: AG-L-4  
Account Manager: C.Lee  
G/L Account #: 6250 SC  
Job Cost #: 4600  
Contract Type: Professional Services

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



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

March 25, 2020

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

Subject: Solano HCP 2020-2021 Scope and Budget

Dear Chris:

Attached please find LSA's proposed scope and budget for the Solano HCP approval and implementation actions for FY 2020-2021. A summary description of the proposed work tasks, assumptions, and task cost are in Attachment 1.

Tasks for 2020-2021 assume we will have received and incorporated all final agency comments on the Administrative Public Draft HCP. We expect that the actual publication of the public Draft HCP will occur by summer of 2020 with a final HCP approval in spring/summer 2021. Work for the upcoming year focuses on tasks associated with refining and revising the HCP based on public comments, a final adjustment of the impacted acreages and fees, initiating steps for implementation of the HCP, and integration with the U.S. Army Corps of Engineers and State Water Resources Control Board regulatory programs. We have also included budget for developing restoration studies/projects and a establishing Conservation easements on Peterson Ranch and other potential properties of interest.

Overall, we request a budget of \$376,000. This represents a similar level of effort as in 2019-2020.

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

Sincerely,

**LSA Associates, Inc.**

Steve Foreman  
Principal/Wildlife Biologist

Attachments Scope and Budget 2020-2021  
Rate Sheet

## SOLANO HCP BUDGET JULY 1, 2020 TO JUNE 30, 2021

Task	Description	Estimated Hours	Budget
<b>1 Agency Coordination Meetings:</b>			
	This task includes six meetings with Regulatory Agency representatives of the 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. Task includes meeting preparation and follow-up.	90	\$18,000.00
<b>2 Steering Committee Meetings:</b>			
	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.	68	\$13,000.00
<b>3 Applicant Meetings</b>			
	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.	96	\$19,000.00
<b>4 Final revision of fees:</b>			
	Final recalculation of fees to ensure that funding for the HCP is adequate. We do not anticipate modifications to avoidance, minimization and mitigation measures	50	\$9,000.00
<b>5 Final HCP Edits and Production:</b>			
	This task will be to incorporate public 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	204	\$28,000.00
<b>6 HCP Implementation Training</b>			
	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 2020-2021 will be to add additional functionality to track habitat loss/gain to Solano HCP Geobrowser. We also include budget for ongoing maintenance of Geobrowser. Maintenance for this year will not involve replacing the parcel layer currently in use in the geobrowser with an updated version.	448	\$62,000.00
<b>7 HCP EIR/EIS Coordination</b>			
	We assume that the EIR/EIS will be largely finished in FY 2020, hence only minor input will be required by LSA	30	\$5,000.00
<b>8 Finalize 2081 Permit</b>			
	This task involves final coordination and support to USFWS and CDFW for issuance of a 2081 permit and associated MOUs. We anticipate minor revisions to the 2081 permit and incorporating any final comments from the CDFW.	94	\$15,000.00
<b>9 Regional General Permit (RGP) for Operation and Maintenance (O&amp;M) Activities:</b>			
	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.	74	\$12,000.00
<b>10 Letter of Permission (LOP) or RGP for Development Activities</b>			



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.

504 \$73,000.00

#### 11 Public Meetings:

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

50 \$9,000.00

#### 12 King Ranch Conservation Easement Compliance

This task involves the compliance monitoring for the SCWA held conservation easement on King Ranch. This task includes first year compliance monitoring tasks for spring 2020.

12 \$2,000.00

#### 13 Mitigation Lands Evaluation

This task includes work with the ecological resoiration team to plan, study, and implement various restoration projects on Peterson Rnch and other sites. These studies include ripairan restoration, burrowing owl nest establiishment, and ground squirrel translocation. This task also includes time for establishing one or more conservation easements on Peterson Ranch as mitgation for HCP covered activities (these activites would subject to reimbursement by applicnats needeing mitigation).

406 \$68,000.00

#### 14 Update King Ranch biological baseline conditions.

A qualified biologist will conduct a comprehensive assessment and review of the existing conditions, including potential field check and re-mapping of vegetation communities and habitat types, Visual Encounter Surveys of Covered Species occurrence and special status plants (i.e., *Viola pedunculata*) for establishing population and occurrence parameters/maps for covered species and habitats. Baseline review and initial monitoring also includes rangeland and stream condition, and a land condition evaluation (e.g., erosion, fence and road conditions). The biological baseline survey shall also provide the initial Species and Habitat monitoring (See Section 5.1.2., Biological Monitoring). The Baseline Condition's report shall be submitted to the USFWS and PG&E within 1 year of recordation of the Conservation Easement. *Note: This task is funded through the PG&E endpowment for King Ranch , requiring a reimbursement from the King Ranch Interim Startup funds devoted to this task.*

108 \$15,000.00

#### 14 Miscellaneous Tasks

This task is to address unanticipated needs for additional studies, research, additional meetings, etc.

94 \$13,000.00

#### 15 Reimbursable Expenses:

Mileage, copying, printing, plotting, GIS use fees, etc.

\$15,000.00

#### Total Budget

2328 \$376,000.00

**EXHIBIT B**

**RATE OF COMPENSATION**

LSA BILLING RATES				
Solano HCP				
June 1 2020- May 31, 2021)				
	Name	Title	Department	Billing Rate
<b>Pt. Richmond</b>				
9171	DENGLER-GERMAIN, BETHANY	BIOLOGIST	NATURAL RESOURCES	110
8402	DOBBERTEN, ROSS	PRINCIPAL	NATURAL RESOURCES	240
9697	FOREMAN, JEREMY	BIOLOGIST	NATURAL RESOURCES	110
8192	FOREMAN, STEVE	PRINCIPAL	NATURAL RESOURCES	250
9777	GALLAUGHER, GREGORY	ASSOCIATE	GIS	150
9815	GUILLER, SHANNA	ASSOCIATE	EIR/PLANNING	165
9113	HENSLEY, DEBORAH	TECHNICAL EDITOR	SUPPORT - WP/EDITING	105
9456	HIBMA, MICHAEL	ASSOCIATE	CULTURAL RESOURCES	130
9262	HOLLAND, LORA	SENIOR CULTURAL RESOURCES MANAGER	CULTURAL RESOURCES	130
9649	JONES, TIM	ASSOCIATE	CULTURAL RESOURCES	150
8993	KOHLMANN, STEVE	ASSOCIATE	NATURAL RESOURCES	155
9137	KUNNA, JOHN	SENIOR BIOLOGIST	NATURAL RESOURCES	145
8188	LACY, TIMOTHY	PRINCIPAL	NATURAL RESOURCES	195
9230	LI, NANCY	ACCOUNTING LIAISON	SUPPORT - OFFICE MGMT	110
9876	LICHTWARDT, ERIC	ASSOCIATE	NATURAL RESOURCES	160
8176	LINDER, PATTY	ASSOCIATE	SUPPORT - GRAPHICS	125
9539	MARTINEZ, AMEARA	ADMINISTRATIVE ASSISTANT/WORD PROCESSOR	SUPPORT - WP/EDITING	110
9806	MILLIKEN, TIMOTHY	SENIOR BOTANIST	NATURAL RESOURCES	120
8345	MOLINA, NORMA	ASSOCIATE	SUPPORT - OFFICE MGMT	130
8185	MOLNAR, GEORGE	PRINCIPAL	NATURAL RESOURCES	205
8430	MUTH, DAVID	ASSOCIATE	NATURAL RESOURCES	155
9875	PULCHEON, ANDREW	PRINCIPAL	CULTURAL RESOURCES	200
6939	RIDEOUT, MIRANA	GIS SPECIALIST	GIS	110
9274	ROTH, JENNIFER	ASSOCIATE	NATURAL RESOURCES	140
6984	SCHMIDT, ALYSON	BIOLOGIST	NATURAL RESOURCES	110
9985	SIDLE, DANIEL	ASSOCIATE	NATURAL RESOURCES	160
8970	SPROUL, MALCOLM	PRINCIPAL	NATURAL RESOURCES	255
9269	STEPHENS, JOHN	ASSOCIATE	AIR/NOISE	165
9610	WALLACE, THERESA	PRINCIPAL	EIR/PLANNING	230
9069	WISWELL, MATTHEW	PLANNER	EIR/PLANNING	120
8140	ZANTZINGER, GRETCHEN	ASSOCIATE	NATURAL RESOURCES	135
9578	NURMELA, KRISTIN	ASSOCIATE	NATURAL RESOURCES	155
<b>Pt. Richmond Hourly</b>				
8144	AKULOVA, ZOYA	FIELD BOTANIST	NATURAL RESOURCES	115
9994	BOURIL, CHARLES (CHIP)	SENIOR SOIL SCIENTIST	NATURAL RESOURCES	125
9634	CATALINI, TODD	BIOLOGIST	NATURAL RESOURCES	125
9510	COCHRANE, STEVEN	BIOLOGIST	NATURAL RESOURCES	100
6908	GRAY, LEAH	FIELD BIOLOGIST	NATURAL RESOURCES	90
9346	HANSHAW, CHARIS	WORD PROCESSING SPECIALIST	SUPPORT - WP/EDITING	115
9949	KAPTAIN, NEAL	ASSOCIATE	CULTURAL RESOURCES	135
6920	LEWIS, RYAN	ASSISTANT BIOLOGIST	NATURAL RESOURCES	105
8614	LOHMANN, SEAN	ASSOCIATE	NATURAL RESOURCES	150
6951	NICHOLS, MICHELLE	ASSISTANT BIOLOGIST	NATURAL RESOURCES	95
9023	REDINGER, TARA	PALEONTOLOGICAL ANALYST	CULTURAL RESOURCES	90
6916	SERRATOS, NAOMI	FIELD BIOLOGIST	NATURAL RESOURCES	90
6914	STARZYNSKI, NATHAN	FIELD BIOLOGIST	NATURAL RESOURCES	90