

Name of Project: **Landscape Assistance Program**

## **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 **A2Z Landscaping**, hereinafter referred to as "Contractor."

The Agency requires services for the **Landscape Assistance 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 **Landscape Assistance 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 \$200,000** 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.

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**

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**

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**

Zachariah Wilkerson  
A2Z Landscaping  
902 Davis Street  
Vacaville, CA 95687

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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: \_\_\_\_\_  
Zachariah Wilkerson  
Owner

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**FOR SCWA USE ONLY**

Contract Period: July 1, 2020 to June 30, 2021

File Number: \_\_\_\_\_

Account Manager: Sabrina Colias

G/L Account #: 6551AC-2029

Job Cost #: \$200,000

Contract Type: Professional Services

## **EXHIBIT A**

### **SCOPE OF SERVICES**

All landscape installations must meet the current Terms and Conditions of the SCWA's Water Efficient Landscape Rebate Program, Section III (Exhibit C).

Solano County Water Agency (SCWA) will provide A2Z Landscaping the project site addresses of potential participants for site assessment to determine eligibility. A2Z Landscaping may provide SCWA with project site addresses of potential participants for SCWA's approval before proceeding.

A2Z Landscaping will provide services of consultation with the resident for landscape design, installation of new landscape with drip irrigation when applicable, and follow up maintenance visits.

#### **Pre-Inspection Site Visit:**

SCWA will verify customer eligibility for Program participation: SCWA may accompany A2Z Landscaping in a pre-inspection site visit to determine feasibility and normal site condition eligibility including:

- The customer must agree to and sign the Program agreement with SCWA.
- The customer must meet eligibility requirements of the Program by identifying as having a disability or being a senior citizen (65+ years of age) currently on the PG&E Care billing program for low income residents.
- Installation sites will be limited to single-family residences.
- Program participants must be in the SCWA service area.
- Applicants/ Landscapes that do not meet these requirements will be addressed on a case-by-case basis.

#### **Post-Installation Follow Up:**

A2Z will schedule appropriate follow up appointments for each installation which will consists of the following:

- 2- 4 week follow up appointment or phone call
- 3- 4 month follow up appointment or phone call regarding seasonal maintenance and watering schedule

#### **Landscape Requirements:**

A2Z is responsible for all final landscape installations including materials and irrigation to comply with the SCWA Water Efficient Landscape Rebate Program current Terms and Conditions.

Existing Project Area: All lawn or sod within one contiguous area must be converted, no patches may be left unconverted as turf or may be converted to unqualified materials as mentioned above. Only one landscape site per household is eligible for this Program's assistance (front yard, side yard, and back yards are all considered separate landscape sites)

#### **Installation Services:**

Installation Scheduling: Contractor shall accommodate customer's preference and needs in regards to scheduling and conducting installation work, including pre-installation site visits Monday – Friday, between 8:00 a.m. and 5:00 p.m. Initial site visits are to be scheduled within thirty (30) days and installation services are to be within forty-five (45) days from the customer's application approval for

program participation, assuming no extenuating circumstances by the customer. Contractor is to work with the property owner 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.

**Normal Site Conditions:** Prior to performing any work, Contractor shall pre-inspect each site to ensure Normal Site Installation Conditions exist at the site including:

- Residential home within Solano County service area
- Measured total square footage of project area is between three hundred (300) and two thousand (2000) square feet.
- Outdoor irrigation is in moderate to good working order and can be converted to drip irrigation or hand watering without major repair to main line or new installation of outdoor irrigation system.
- Existing landscape to be replaced is identifiable as being lawn or sod within the past five (5) years.

**Abnormal Site Conditions:** Sites not meeting the “Normal Site Conditions” may not be eligible for the program. Contractor shall inform SCWA of the condition(s) that do not meet Normal Site Conditions within 7 days of inspection. 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.

**Warranty:**

Contractor to warranty all labor and plants used in the landscape installation, and guarantee the life of all planting installations for one month, and all drip system installations are leak free and functioning correctly for a one-year period from the installation date.

**Professional Attire:**

Contractor staff will display identification badges at all times while working on SCWA approved projects. Identification badges must be worn on the outermost garment and be prominently displayed. In addition to identification badges, Contractor staff may also wear shirts with Contractor logo.

**Safety:**

Contractor staff to wear CAL/OSHA compliant safety clothing and necessary personal protective equipment while providing all installation services.

**Recycling/ Disposal:**

Contractor shall provide recycling/disposal services for all removed material and accessories including: collection, dismantling, hauling, and recycling or disposal.

**Installation inspections:**

SCWA reserves the right to conduct its own inspections of the project sites. Any irregularities noticed in the course of the installation review, or inaccurate or partially completed information on the application or report, will result in the processing of Contractor’s invoices to be held in abeyance until the irregularity is remedied by Contractor to SCWA’s satisfaction.

**Program Reporting and Billing**

Reporting: Contractor to reconcile monthly reports of all planning and installation activity and invoices to SCWA on a monthly basis. The monthly report is to be sent to SCWA’s Project Manager within twenty (20) working days of the close of each month for the duration of the Agreement. Reports will include:

- Site Identification by address, and square footage of where reported activity occurred.
- Landscape design graphic of proposed landscape installation, identify type of irrigation to be used.

- One paragraph summary of work conducted on site including description of interaction with participating resident.
- Identify issues or concerns affecting schedule or project completion
- Three photos per project site (with or without employees at work) must include before, during, and after photos of the landscape installation.
- Activities anticipated for the next month.

SCWA reserves the right to modify the data and information required based on a greater understanding of program documentation needs.

**Invoice Billing Rates:**

- Name, position, billing rate, and hours worked of each personnel
- Summary of materials used and accompanying receipts for summarized materials directly related to the project activity as described. Materials include but are not limited to: Weed barrier, compost, ground cover, plants, irrigation timer, drip irrigation components, tree stakes, and any associated delivery fees.
- Charges directly associated with activities described and accompanying receipts. Charges include but are not limited to: Equipment rental, disposal fees, and travel



## **EXHIBIT B**

### **RATE OF COMPENSATION**

**Labor Rate:**

Owner: \$90/ hour

Foreman: \$75/ hour

Installer: \$60/ hour

**Equipment:**

Equipment Rental per Job Site: 5300

**Other:**

Overhead: 18% - 21% of sale

Material: At Cost Value