

Name of Project: **Information Technology Support Services**

## **SOLANO COUNTY WATER AGENCY**

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

THIS AGREEMENT, **effective July 1, 2022**, 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**, hereinafter referred to as "Contractor."

The Agency requires services for **Information Technology Support Services**; 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 **Information Technology Support Services**, 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 \$136,250** for all work contemplated by this Agreement.

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

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, 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. **Invoices that are over 6 months old will not be approved or paid by the Agency. 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. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

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, 2023**, 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, Contractor 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 Contractor 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:** Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor. 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 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor'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 Contractor'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 Contractor 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** – Contractor 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 Contractor'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** - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor 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

Scott Howard, Principal  
Shandam Consulting  
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

Shandam Consulting

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

By: \_\_\_\_\_  
Scott Howard,  
Principal

**FOR SCWA USE ONLY**

Contract Period: July 1, 2022 to June 30, 2023

File Number: AG-S-8

Account Manager: C.Lee

G/L Account #: 6112AC

Job Cost #: 1406

Contract Type: Professional Services

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

*Network Services Proposal*

*Response to Request for Quote*

*March 30, 2022*

*For:*

*Solano County Water Agency*



Prepared by:

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

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## Section 1 – Cover Letter

March 30, 2022

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

Subject: Response to Request for Quote for Information Technology support services.

Dear Mr. Lee,

In accordance with the above referenced project description, Shandam Consulting is pleased to present a proposal for Information Technology support services.

Shandam Consulting has been designing, building and maintaining sophisticated network environments for over 20 years. Our consultants possess certifications from industry leading vendors such as Cisco, Palo Alto Networks, F5, Aruba and Juniper, and have extensive experience with projects of similar size and scope. Our references include the Fair Oaks Water District, the Department of Toxic Substances Control and the Central Coast Water Authority. We believe that when you talk with the references that have been provided, you will find that our customers truly enjoy the relationship that we've developed with them and that they find significant value in the services that we provide.

The pricing and functional categories are offered via Shandam Consulting's CMAS number 3-15-70-2036F. Shandam is also a certified small business #27777 by the Department of General Service's Small Business Office and a copy has been provided in Section 10 of this proposal. Shandam is also a registered California Corporation #C2358614 and its Federal EIN is 68-0482706

Thank you for the opportunity to present this proposal, we look forward to a mutually beneficial relationship with the Solano County Water Agency.

Sincerely,



Scott Howard  
President and CEO  
Shandam Consulting  
1321 20<sup>th</sup> Street  
Sacramento CA 95811  
916-444-7872 x201

## Section 2 – 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. Network Servers (Windows 2008, 2012, 2016, etc.)
  - 2. Network Services (DHCP, DNS, Active Directory, etc.)
  - 3. Network Applications (MS Exchange, web servers, data backup, etc.)
  - 4. Virtualization (VMware server and client)
  - 5. Cloud services – Office 365, Azure, AWS
- ii. Project based IT consulting, including:
  - 1. Network design and implementation
  - 2. SCADA Network design & implementation
  - 3. Data center & network design and implementation
  - 4. Network connectivity upgrade
  - 5. Wired & wireless connectivity
  - 6. Telephony / Unified Communications
  - 7. Network assessments
  - 8. Security assessments
  - 9. Network monitoring

### 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 – Client References

Below you will find three Information Technology consulting references for Shandam Consulting:

Contractor Reference Number 1:	
Company Name:	Central Coast Water Agency
Company Address:	255 Industrial Way Buellton, California 93427
Company Contact Name:	John Brady - General Manager
Company Contact Phone:	(805) 688-2292 x228
Company Contact Fax and/or Email Address:	jlb@ccwa.com
Contract / Service Description:	See below
IT Infrastructure assessment led a network switching platform evaluation and selection effort, SCADA network design and implementation and staff mentoring.	

Contractor Reference Number 2:	
Company Name:	Department of Toxic Substances Control
Company Address:	1001 I Street, Sacramento CA 95814
Company Contact Name:	Kham Xiong
Company Contact Phone:	(916) 327-7946
Company Contact Fax and/or Email Address:	kham.xiong@dtsc.ca.gov
Contract / Service Description:	See below
Network design, implementation and support. SCADA environment assessment, remote access VDI design and deployment	

Contractor Reference Number 3:	
Company Name:	Fair Oaks Water District
Company Address:	10326 Fair Oaks Blvd Fair Oaks, CA 95628
Company Contact Name:	Tom Gray - General Manager
Company Contact Phone:	(916) 967-5723
Company Contact Fax and/or Email Address:	tgray@fowd.com
Contract / Service Description:	See Below
IT Infrastructure Assessment	

## Section 5 – Terms & Conditions

This Contract for Services (this "Contract") is made effective as of April 1st, 2022, by and between Solano County Water Agency of 810 Vaca Valley Parkway Vacaville, CA 95688, and Shandam Consulting Inc. of 1321 20<sup>th</sup> 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 April 1st, 2022, 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 20<sup>th</sup> 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 6 – 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 20<sup>th</sup> Street  
Sacramento, CA 95811  
916-444-7872 x201

Purchase Order No. \_\_\_\_\_

California Certified Small Business # 27777



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



## Section 7 – About Shandam Consulting

Shandam Consulting was established in Sacramento in 2001 and specializes in providing network assessments, network architecture support and network optimization for both private and public-sector clients. Shandam is a pure consulting firm and does not sell anything other than our collective expertise. Below is a partial list of organizations for which Shandam Consulting has successfully worked with to optimize their Information Technology infrastructures:

- California Energy Commission
- Department of Water Resources
- California Public Utilities Commission
- Victims Compensation and Government Appeals Board
- San Joaquin Delta College
- Sacramento Public Library
- CLAS Information Systems
- Office of Statewide Hospital Planning and Development
- Central Coast Water Agency
- Fair Oaks Water District
- Solano Irrigation District
- Western Energy Coordination Council
- State Water Resources Control Board
- Los Rios Community College District
- California Hospital Association
- California Community Chancellors Office
- Delta Stewardship Council
- California State Lands Commission
- Benefit Resources Inc.
- California Independent System Operator
- California Conservation Corp
- Contractors State Licensing Board
- California State Employees Association
- California Department of Mental Health
- California Department of Conservation
- Garden Grove Unified School District
- School Services of California
- Intercare Health Insurance Inc.
- TESCO Controls Inc.
- Raley's Fine Family of Stores
- North Orange County Community College District
- California Secretary of State
- Department of Toxic Substances Control

**EXHIBIT B**

**RATE OF COMPENSATION**



## Section 4 – Cost Proposal

### CONTRACT PERIOD

**Service Commencement Date** 4/1/2022

**Service Termination Date:** 5/31/2023

### RATES AND PAYMENTS

#### 1. Rates:

The following are Shandam Consulting's rates:

***RATE TABLE***

<b>Consultant Level</b>	<b>CMAS List Rate (Hourly)</b>	<b>Discounted Rate</b>	<b>Budgeted Hours</b>	<b>Estimated Total Amount</b>
Technical Architect	\$201.01	\$175.00	100	\$17,500
Senior Systems Architect	\$181.86	\$165.00	500	\$82,500
Testing Engineer	\$149.64	\$145.00	250	\$36,250
<b>Total Budgeted Hours</b>				
<b>Total Dollars</b>				<b>\$136,250</b>

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 \$136,250.00. 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 \$136,250.00, Shandam Consulting will notify Client and will stop providing services until an amended or new contract is place.