

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Consultant)

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 , 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, 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, Consultant shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, to the proportionate extent, arising from the negligent acts, errors 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 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. 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.

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.

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

Jason Junkert, Manager of Projects
Jacobs Engineering Group, Inc.
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

Jacobs Engineering Group, Inc.

By: _____
Roland Sanford
General Manager

By: _____
Jason Junkert
Manager of Projects

FOR SCWA USE ONLY

Contract Period: July 1, 2022 to June 30, 2023
File Number: AG-J-4
Account Manager: C.Lee
G/L Account #: 6250 SC
Job Cost #: 4608
Contract Type: Professional Services

EXHIBIT A
SCOPE OF SERVICES

Solano HCP EIS/EIR

This Work Plan is for Fiscal Year 2022/2023 and is based on the original Work Plan breakout of tasks to complete the environmental document. The focus is to undertake minor updates to the existing Admin Draft EIS/EIR document in response to resource agency comments, review all chapters for consistency with the final (public) version of the HCP (in progress), and to release the document for public review. Jacobs understands that progress is determined by agency support for the HCP, as well as internal agency processes for advancing these types of plans for public review. The Fiscal Year 2022/2023 budget reflects our good faith estimate of costs to complete these tasks, but actual costs may vary depending on agency requirements.

Task 1: Agency Coordination

This task has been completed.

Task 2: Additional Deliverables

This task has been completed.

Task 3: First Administrative Draft EIS/EIR

This task has been completed.

Task 4: Second Administrative Draft EIS/EIR.

This task has been completed.

Task 5: Draft EIS/EIR

This task includes continuing updates to the EIS/EIR text in response to direction from the USFWS, NMFS, and CDFW including changes to the HCP. The ongoing dialogue with the resource agencies during the update process will continue to focus on submittal of individual working chapters of the EIS/EIR, review by the agencies, and update by Jacobs including responses to their comments. The task will culminate in a complete Draft EIS/EIR for public review.

Deliverables

- Individual working chapters or sections of the EIS/EIR, as appropriate or as requested by the USFWS or SCWA, and responses to comments on the working draft chapters.
- Jacobs will submit electronic copies of a screencheck Draft EIS/EIR for SCWA, USFWS, NMFS, and CDFW approval prior to reproduction.
- Jacobs will submit 20 printed copies of the Draft EIS/EIR and one electronic copy in Portable Document Format.

Assumptions

- This version of the document will constitute the Draft EIS/EIR for public distribution.
- Jacobs will not be involved in the physical distribution of the Draft EIS/EIR other than providing 15 copies to the State Clearinghouse.
- Jacobs will not be involved in the public noticing of the availability of the Draft EIS/EIR.
- Work under Task 5 will be completed up to the contract budget authorized by this Work Plan.

Task 6: Response to Comments

Task is unchanged from original Work Plan.

Task 7: Administrative Final EIS/EIR

Task is unchanged from original Work Plan.

Task 8: Final EIS/EIR

Task is unchanged from original Work Plan.

Task 9: Public Meetings

Task is unchanged from original Work Plan.

EXHIBIT B

RATE OF COMPENSATION

FY 2022/23						
Task	Franck	Nikirk	Planner 1	Bio/QA	Pubs/Admin	Total
Task 1: Agency Coordination, Admin, Quality Assurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2: Additional Deliverables	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3: First Administrative Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4: Second Administrative Draft EIS/EIR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5: Draft EIS/EIR	\$ 10,000	\$ 5,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 22,500
Task 6: Response to Comments	\$ 5,000	\$ 5,000	\$ 2,500	\$ 5,000	\$ -	\$ 17,500
Task 7: Administrative Final EIS/EIR	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 7,500
Task 8: Final EIS/EIR	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 7,500
Task 9: Public Meetings	\$ 2,500	\$ -	\$ 2,500	\$ -	\$ -	\$ 5,000
Summary	\$ 17,500	\$ 15,000	\$ 12,500	\$ 7,500	\$ 7,500	\$ 60,000

Exhibit B

Jacobs Professionals and Technicians* 2021 Hourly Billing Rates**

Classification	Rate
Principal-in-Charge*	\$302
Principal Professional*	\$278
Sr. Professional*	\$222
Project Professional*	\$167
Staff Professional*	\$131
Sr. Technician	\$167
Technician	\$122
Office/Clerical	\$112

Notes:

* includes engineering, consulting, planner and scientist disciplines

**These rates are effective January 1, 2021 through December 31, 2021

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