

Name of Project: **Data, Website Management, and SCADA support**

SOLANO COUNTY WATER AGENCY

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

THIS AGREEMENT, effective **July 1, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and **Eyasco Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Data, Website Management, and SCADA support**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

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

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$ 425,000** 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, 2024 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. **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.

7. **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 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.

8. **COMPLIANCE WITH LAW**

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

9. **RECORD RETENTION**

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

10. **OWNERSHIP OF DOCUMENTS**

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

11. **SUBCONTRACT AND ASSIGNMENT**

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

12. **NONRENEWAL**

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

13. **NOTICE**

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

AGENCY

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

CONTRACTOR

Jeff Schyler, President
Eyasco Inc,
25 Hangar Way, Suite 290
Watsonville, CA 95076

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

Solano County Water Agency
a Public Agency

By: _____
Chris Lee
General Manager

By: _____
Jeff Schuyler
President, Eyasco Inc.

FOR SCWA USE ONLY

Contract Period: _____ to _____
File Number: _____
Account Manager: _____
G/L Account #: _____
Job Cost #: _____
Contract Type: _____

EXHIBIT A

SCOPE OF SERVICES

Proposed Fiscal 2023/2024 Scope

The tasks identified in our 2023/2024 scope of work include:

1. Public Web Enhancements – Continued support for SCWA Monitoring (Operations) web sites.
 - a. Water Accounting Database – continue to support the product as it is used for the first time by Cities and Agencies.
2. Database and Report Support– Manage and improve data collection and consolidation methods and services including:
 - a. Laboratory Analysis Database Report (LADR) importing data and report preparation
 - b. Development of new reports on an as-needed basis including Solano Project and State Water Project with the new Water Accounting database
3. Software Enhancements and Support– Continue to provide enhancements and support as-needed.
4. SCADA Network Support – Provide technical support for network infrastructure, data telemetry, programming or configuration for the dedicated SCADA network. Hours have been added to support the following specific tasks:
 - a. Adding Modbus real time data into SCWA SCADA network
 - b. Enhancing SCADA real time communications by enabling inter-station communications and remote control
5. Monitoring and Operations Support– Improvements of hardware and software used at Solano Dam Headworks, PDO and Putah Canal in support of water operations. This includes:
 - a. Build and install control system for McCoy Check. This effort may be started in current fiscal year and completed in next.
 - b. Adding real time monitoring from SID diversion to more closely track flow in real time. This will involve purchasing some low power IOT devices from Ayyeka that can transmit data to a third party server for retrieval into SCWAs database.
 - c. Build and install new Campbell-based control systems at Union Check, McCoy Check, Burton Check, Serpa Check, Mankas Check and Suisun Check. These will be primarily designed to monitor gate position and maintain a fixed position, but flow and level control will be included.
 - d. Investigate Berryessa Powerhouse communications options.
6. Project Management – Task coordination, on-site meetings not included in the above tasks, budget tracking, and all travel time to and from SCWA offices.

Cost Estimate

Eyasco's estimated costs for completing the tasks described above are shown on the attached Table 1. We propose to perform the above scope-of-work on a time and materials basis. Based on our current rate schedule, which is attached, the estimated total to complete the above scope is \$421,6

TABLE 1 2023/2024 Budget Estimate					
Item	Task	Hours	Rate	Expense	Amount
1	Public Web Enhancements	740			\$ 134,450
a	Principal	30	250.00		7500
b	Senior Programmer	60	220.00		13200
c	Junior Programmer	650	175.00		113750
2	Database and Report Support	315			\$ 64,500
a	Principal	50	250.00		12500
b	Senior Programmer	125	220.00		27500
c	Application Programmer	100	205.00		20500
d	Clerical	40	100.00		4000
e	Other	0	0.00		0
3	Software Enhancements and Support	400			\$ 80,500
a	Principal	50	250.00		12500
c	Senior Programmer	150	220.00		33000
h	Junior Programmer	200	175.00		35000
i	Other	0	0.00		0
4	SCADA Network Support/Development	110			\$ 22,550
a	Principal	20	250.00		5000
c	Senior Programmer	40	220.00		8800
d	Application Programmer	0	205.00		0
e	Junior Programmer	50	175.00		8750
f	Project Engineer	0	175.00		0
g	Technician	0	165.00		0
h	Travel	0	90.00		0
i	Other		0.00		0
5	Monitoring and Operations Support	376			\$ 73,125
a	Principal	75	250.00		18750
e	Application Programmer	75	205.00		15375
f	Project Engineer	125	175.00		21875
g	Technician	75	165.00		12375
h	Travel	25	90.00		2250
i	Other ^②	1	2500.00		2500
6	Project Management	117			\$ 46,540
a	Principal	60	250.00		15000
f	Senior Programmer	50	220.00		11000
g	Travel	6	90.00		540
h	Clerical	0	100.00		0
i	Other ^①	1	20000.00		20000
		2,058	TOTAL		\$ 421,665.00

EXHIBIT B

RATE OF COMPENSATION

2022-2023 Billing Rates

The labor rates and other direct costs shown here are Eyasco's published billing rates for 2022. They apply to all time-and-materials contracts.

General Labor Rates

<i>Principal</i>	<i>\$250/hr</i>
<i>Software Architect</i>	<i>\$230/hr</i>
<i>Senior Programmer</i>	<i>\$220/hr</i>
<i>Application Programmer</i>	<i>\$205/hr</i>
<i>Junior Programmer</i>	<i>\$175/hr</i>
<i>Project Engineer</i>	<i>\$175/hr</i>
<i>Engineering Technician</i>	<i>\$165/hr</i>
<i>Clerical, Drafting</i>	<i>\$100/hr</i>
<i>Travel</i>	<i>\$90/hr</i>

Direct Costs - include airfares, vehicle rentals, hotel accommodations, subsistence, supplies and materials incurred for a project.

<i>Direct Cost items</i>	<i>Actual cost plus 15%</i>
<i>Mileage</i>	<i>\$0.625/mile</i>