

Name of Project: **Solano HCP**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 14, 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 **LSA Associates, Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Solano HCP**; 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**, 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 \$517,000** 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.

(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

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

CONTRACTOR

Mike Trotta, CEO
LSA Associates, Inc.
157 Park Place
Pt. Richmond, CA 94801

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

LSA Associates, Inc.

By: _____
Chris Lee
General Manager

By: _____
Mike Trotta,
CEO

FOR SCWA USE ONLY

Contract Period: July 1, 2023 to June 30, 2024
File Number: AG-L-4
Account Manager: C.Lee
G/L Account #: 6250SC
Job Cost #: 4600
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires continued assistance with finalizing the Solano Habitat Conservation Plan (HCP). Finalizing the HCP will require continued coordination with regulatory agencies and Plan Participants, final revisions to the plan, and coordination Jacobs Engineering to finalize the HCP EIR/EIS.

Agency Coordination Meetings

SCWA requires continued coordination with federal, state, and local agencies to move the HCP forward.

Plan Participant Meetings

SCWA requires continued meetings with the HCP Plan Participants to keep them up to date on HCP development.

Final HCP Edits

SCWA requires completion of the HCP, including all chapters, fee structures, and proposed monitoring.

HCP Training

SCWA and Plan Participants will require training on how to implement the HCP, including monitoring and reporting requirements.

EIR/EIS Coordination

SCWA requires coordination and updates between the HCP and the EIR/EIS for the HCP (Jacobs Engineering).

2081 Permit

SCWA requires a 2081 permit from the State Fish and Wildlife for take authority for state listed species under the HCP.

Regional General Permit

SCWA requires a Regional General Permit from the Army Corps of Engineers under the HCP for Clean Water Act compliance.

Letter of Permission

SCWA requires a Letter of Permission through the State Water Board under the HCP for Section

401 certifications.

King Ranch Conservation Easement Compliance

SCWA requires compliance monitoring on conservation easements SCWA own on King Ranch (Solano Land Trust property).

Mitigation Land Evaluation

SCWA requires continued restoration activities on its properties, including riparian forest restoration, marshland connectivity, and burrowing owl nest establishment.

Petersen Ranch Bank Agreement

SCWA requires initiation and establishment of mitigation banking agreement documentation for Petersen Ranch for HCP mitigation needs as well as other regional mitigation needs.

Deliverables

Many of the mentioned activities are long-term planning efforts and deliverables may not necessarily come to fruition this fiscal year. However, the following my move forward in at least draft form:

Public Draft HCP

Draft 2081 Permit

Draft Regional General Permit

Draft Letter of Permission

King Ranch Conservation Easement Compliance

Draft Petersen Ranch Banking Instrument

VENDOR PROPOSAL

March 22, 2023

Chris Lee
Interim General Manager
Solano County Water Agency
810 Vaca Valley Pkwy #203
Vacaville, CA 95688

Subject: Solano HCP 2023-2024 Scope and Budget

Dear Chris:

As requested, I am sending you the LSA's proposed scope and budget for the Solano HCP approval and implementation tasks for FY 2023-2024. In developing this budget, we have made the following assumptions:

1. Based on the previous draft timeline provided by the Service, their recent staff changes, and coordinating review of remaining sections adding monarch butterfly as a Covered Species, LSA assumes the Service will have submitted their final comments of all HCP files by the end of August 2023.
2. LSA will incorporate these into the Administrative Public Draft HCP by the end of October 2023 with a target release of a final admin HCP by the end of November 2023.
3. The actual publication of the public Draft HCP will occur by early spring of 2024 with a final HCP approval in summer 2024.

Our overall work scope is similar to 2022-2023 since our previous assumptions on release of the Public Draft HCP did not occur as expected. Work for the upcoming year focuses on tasks associated with revising the remaining HCP chapters based on agency comments, coordinating review/approval with Service personnel on new monarch butterfly sections, a final adjustment of impacted acreages and fees, preparing the public draft, responding to public comments, 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. This includes LSA revising the final development and operations and maintenance Regional General Permits. LSA will also coordinate with the National Fisheries Marine Service for approval of HCP sections for fish covered species under their jurisdiction. LSA will provide SCWA with updated acreage tables, species impact sections, and figures for the associated EIR/EIS that Jacobs is finalizing. Finally, LSA will finalize the 2081 application to be consistent with the final HCP and coordinate with CDFW.

We have also included budget for necessary studies, prospectus development, and application for a conservation bank and conservation easement(s) on Petersen Ranch. In 2023, we are expecting to

finalize the credit calculations for the bank, and also develop the Restoration Plan which will add credit opportunities, especially in the marsh and vernal pool areas. In addition, the following items need to be developed: Interim and Long-term Management Plan, interim and long-term endowment management costs, conservation easement, Phase 1 hazards report, Minerals Assessment, and Title Report.

As discussed previously, we assume SCWA intends to establish a mitigation bank through the US Army Corps of Engineers Interagency Review Team (IRT) process as this will allow wetland community restoration and preservation on Petersen Ranch to satisfy US Army Corps of Engineers and Regional Water Quality Control Board mitigation requirements for waters of the US and State in addition to providing HCP covered species mitigation. It would also allow SCWA to sell credits to non-HCP participants, particularly those with needs for marsh habitat credits (including plants and fish of the upper Delta and tidally influenced sloughs). LSA will also coordinate with the applicable agencies and conservation easement holder (assumed to be the Solano Land Trust).

As part of developing/expanding bank credits, LSA will build upon and continue monitoring the ongoing riparian tree restoration studies to identify other areas on the Ranch that would be suitable for expanding riparian tree establishment. We will also continue our work with the Hearn family to provide alternative water sources for livestock and review the feasibility of additional fencing and rotational grazing.

Overall, we suggest a budget of \$517,000 of which \$144,000 is devoted to the conservation bank approval process for Petersen Ranch.

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

Sincerely,

LSA Associates, Inc.



Steve Kohlmann, PhD
Associate/Wildlife Biologist

Attachments Scope and Budget 2023-2024
Rate Sheet

EXHIBIT B

RATE OF COMPENSATION ATTACHMENT 1: SCOPE AND BUDGET

<i>Task</i>	<i>Description</i>	<i>Estimated hours</i>	<i>Budget</i>
1 Agency Coordination Meetings	Anticipated are six meetings with Regulatory Agency representatives of the US Fish and Wildlife Service (USFWS or the Service)), 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.	70	\$14,000
2 Steering Committee Meetings	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, we anticipate at least one steering committee meeting to discuss the 404/401 integration process.	80	\$16,000
3 Applicant Meetings	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.	60	\$12,000
4 Final Revision of Fees	Update of cost spreadsheets. Final recalculation of fees to ensure that funding for the HCP is adequate. We do not anticipate major modifications to avoidance, minimization, and mitigation measures.	75	\$12,000
5 Final HCP Edits and Production	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	200	\$32,000
6 HCP Implementation Training	This task facilitates implementation of the HCP once it is approved. Work includes updating current draft implementation handbooks for all 13 Plan Participants based on the Final HCP. The task for 2023-2024 includes updates to the Geobrowser to track habitat loss/gain. We also include budget for ongoing maintenance of the Geobrowser. Maintenance for this year might involve replacing the parcel layer currently in use in the Geobrowser with an updated version. In addition, LSA will update Critical habitat figures and acreage tables for development of the Biological Opinion (BO). Finally, we will revise Plan Participant handbooks and tables.	300	\$48,000

7 HCP EIR/EIS Coordination

Assuming that the EIR/EIS is largely finished, this requires providing the species impacts information and figures and reviewing the revised version for consistency edits.	120	\$19,200
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8 Finalize 2081 Permit

This task involves making substantial final revisions to the 2081 and continued coordination and support to USFWS and CDFW for issuance of a 2081 permit. We anticipate incorporating considerable final edits and addressing comments from the CDFW.	120	\$19,200
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9 Regional General Permit (RGP) for Operation and Maintenance (O&M) Activities

The RGP is largely ready for issuance implementation but requires LSA to make consistency updates with the HCP in 2023. The primary remaining task is to process the application to the State Board for the 401 certification.	80	\$12,800
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10 Letter of Permission (LOP) or RGP for Development Activities

This task addresses the continued work with US Army Corps of Engineers 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.	450	\$72,000
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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.	60	\$12,000
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12 King Ranch Conservation Easement Compliance

This task involves the compliance monitoring for the SCWA held conservation easement on King Ranch. This task includes annual compliance monitoring tasks for Fall 2023.	35	\$5,600
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13 Mitigation Lands Evaluation

This task includes continues the work with the ecological restoration team to plan, study, and implement various restoration projects on Peterson Ranch and other sites. These studies include riparian restoration, marshland connectivity restoration, burrowing owl nest establishment, and ground squirrel translocation.	400	\$64,000
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14 Petersen Ranch Bank Agreement

This task involves preparation of the necessary documents to establish Petersen Ranch as a multi-agency approved mitigation bank to allow wetland restoration and preservation on the Ranch to satisfy US Army Corps of Engineers and Regional Water Quality Control Board mitigation requirements for waters of the US and State as well applicable HCP covered species. Documents to be provided include a prospectus, draft Interim and Long-term Management Plan, preliminary restoration plan, endowment costs, draft conservation easement, Phase 1(no sampling) Report, Minerals Assessment, and Title Report. LSA will also coordinate with the applicable agencies and conservation easement holder (assumed to be the Solano Land Trust).

800 \$144,000

15 Miscellaneous Tasks

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

120 \$19,200

16 Reimbursable Expenses

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

\$15,000

Total budget

2,970 \$517,000

HOURLY BILLING RATES EFFECTIVE JUNE 2022

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$180–400
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$130–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$115–200
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$85–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$85–125
Field Services							
Senior Field Crew/Field Crew							\$85–105
Office Services							
Graphics							\$125–150
Marketing							\$115–195
Office Assistant							\$85–135
Project Assistant							\$105–135
Research Assistant/Intern							\$75
Word Processing/Technical Editing							\$105–130

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2022¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	\$125.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.