

Name of Project: **Sustainable Landscaping Educational Program**

## **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 **Sustainable Solano**, hereinafter referred to as "Contractor."

The Agency requires services for **Sustainable Landscaping Educational Program**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

#### 1. **SCOPE OF SERVICES**

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

#### 2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$175,013** 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. **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

Sustainable Solano  
P.O. Box 1215  
Benicia, CA 94510

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

Solano County Water Agency  
a Public Agency

By: \_\_\_\_\_  
Chris Lee  
General Manager

By: \_\_\_\_\_  
Elena Karoulina

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**FOR SCWA USE ONLY**

Contract Period: July 1, 2023 to June 30,2024  
File Number: AG-S-27  
Account Manager: C.Lee  
G/L Account #: 6140 AC  
Job Cost #: 2508  
Contract Type: Professional Services

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

**Sustainable Solano**  
**2023-2024 Sustainable Landscaping Educational Program (SCWA)**  
**Scope of Activities**

**Task 1. Further Development of the Program**

**Subtask 1.1 Follow sustainable landscaping industry development**

Continue to follow sustainable landscaping programs implemented by other agencies and nonprofits in California and other developments in the industry to identify successful approaches; best practices and techniques that can be incorporated into and further improve the program. Team members will attend relevant professional development and networking events.

**Subtask 1.2 Safeguard and expand the use of sustainable landscaping principles developed in this program in the county**

Incorporate the principals of sustainable landscaping based on secondary water to every green infrastructure program implemented by Sustainable Solano and its partners. Introduce the youth that participate in Sustainable Solano's green infrastructure youth internships to the principles of sustainable landscaping and water savings; providing hands-on education through our demonstration garden installation. Continue exploring potential water saving demonstration projects on larger land (e.g. city parks) and HOA lawn conversion. Educate other partner organizations in the county about the principles of sustainable landscaping based on secondary water. Leverage SCWA funding to increase the reach and scope of the program.

**Task 2. Workforce Development**

Continue networking with local professionals. Promote sustainable landscaping businesses through Sustainable Solano website and social media. Involve local professionals in educating general public on the principles of sustainable landscaping.

**Task 3. General Public Outreach and Education**

Subtask 3.1 Public educational events (speakers, workshops and demo garden tours)

Host public talks on water savings techniques, water budget calculation, secondary water (rainwater and laundry-to-landscape greywater), permaculture, sustainability, and the relationships between our everyday choices and a larger picture of world's sustainability. Educate, demonstrate and promote sustainable water management and sustainable gardens maintenance techniques in public education events. Host annual demonstration garden tours of previous projects open to the public.

Subtask 3.2 Demonstration Gardens

Host workshops to install demonstration gardens based on the principles of permaculture and secondary water (rainwater and laundry to landscape greywater), free and open to the public. Each demonstration garden will be based on a model "Seed Plot" adopted for the particular climate of the municipality. Each workshop will consist of the following primary principles:

- **Wise Water and Landscaping:** Class on the principles of sustainable landscape based on available secondary water; calculation of water budget; introduction of the principles of "slow it, spread it, sink it"; roof-water harvesting; and sheet mulching instead of removing to build soil, followed by a hands-on guided workshop outside.
- **Laundry-to-Landscape greywater (when feasible):** Participants will learn about the history of greywater use and current legislation; the safety principles and the California plumbing code

related to greywater; the water requirements for the existing landscape of the workshop house and the capacity of the L2L system; and the key aspects of a simple, gravity-fed L2L system installation that does not require a permit in California. The outdoor portion of the workshop will include hands-on work in the existing landscape to prepare it for greywater (small trenches, mulch basins and pipe layout) and the indoor part of installing a three-way valve in the laundry room and preparing the house wall for a pipe. The system will be tested at the end of the workshop followed by a Q&A session.

- Rainwater Barrels (as a part of the installation or a separate workshop, if feasible): The indoor part of the workshop will cover rainwater collection systems design, various forms and sizes of the barrels and sourcing the barrels in local markets; during the outdoor part of the workshop, the participants will have hands-on experience of installing at least one rain barrel.
- Plant Choices: Host a detailed discussion about the choice of plants for this demonstration garden (Mediterranean and native plants; fruit trees; ground cover's role and functions). The hands-on part of the workshop will include planting, mulching, installing a drip irrigation system and testing of all water sources: roof-water, L2L, rain barrels and drip irrigation systems. The participants will take home a handout describing the work done, the water budget calculations and local resources for education and landscaping.
- If feasible develop demonstration sites into Resilient Neighborhood to demonstrate shared sustainability water solutions.

#### Subtask 3.3 Continue promotion of L2L greywater

Continue to promote laundry to landscape principles and host workshops performed by independent contractors to promote greywater concept.

#### Subtask 3.4 Building public awareness

Continue use of educational and promotional materials and media messaging (website, social and traditional media) to promote the program. Expand video library with tools and techniques for sustainable landscaping. Continue outreach to the Spanish speaking community to access interest and offer sustainable landscape education that is appropriate. Regularly update the sustainable landscaping page at [www.SustainableSolano.org](http://www.SustainableSolano.org) with program's achievements and events. Sustainable Solano will participate in various public events and festivals throughout the county to increase awareness and visibility of the program. Promote current Solano County Water Agency Water Efficient Landscape Rebate program. All promotional materials and publications must indicate SCWA as a funder.

#### **Task. 4 Project Management**

Project management activities include bookkeeping and invoicing; hiring and supervision of staff, consultants, contractors and volunteers; managing the legal and risk management framework of the project; preparation of monthly progress reports to the SCWA summarizing work status and budget, and annual report summarizing key achievements and lessons learned from the project; attending meetings at SCWA as requested.

#### **Perform other mutually agreed upon tasks as directed by Solano County Water Agency.**

Approved Subcontractors:

David Avery, videographer

Club Stride, videographer, Vallejo Youth Empowerment organization

ShadowPower Productions, videographer

Scott Dodson, Scotty's Organic Gardening, permaculture designer and landscaper



Brennan Bird, permaculture designer and educator  
John Davenport, permaculture designer and landscaper, Cali Ground Troops  
Michael Wedgley, permaculture designer, Soilogical  
Ojan Mobedshahi, Happy Planet Landscaping, permaculture designer and landscaper  
David Mudge, David Mudge Gardens, permaculture designer and landscaper  
Greywater Action (fiscal sponsor – Ecology Center of Berkeley)  
Nam Nguyen, graphic design  
Jaxon Shain, graphic design  
Daniel De Leon, graphic design

**Speakers:**

David Shaw, permaculture designer, director of Common Grounds ecology center at UCSC  
Lydia Neilson, permaculture designer, co-owner of Vital Cycles  
Anne Friewald, permaculture designer, co-owner of Vital Cycles  
John Valenzuela, permaculture designer  
Denise Rushing, author, permaculture designer, farmer  
Jessica Bates, permaculture designer  
Lori Caldwell, Compost Gal  
Kristina Fink, Lemuria Nursery (Dixon)  
Joshua Burman Thayer, permaculture designer, owner of Native Sun Gardens  
Other relevant regional speakers identified during the program's implementation

Deliverables to Solano County Water Agency

**Annually**

- Copy of most recent Tax Form 990.
- Proof of Insurance
- Annual Report of Tasks complete. The final completion report will describe the work performed as a part of the pilot program, which elements of the pilot program were successful and why, any elements of the pilot program that were not successful, and recommendations for expanding the pilot program, if appropriate.

**Monthly**

Sustainable Solano will invoice Solano County Water Agency on a monthly basis. The invoice will include:

- Personnel hours (name and title) of staff member, and copies of timesheets for that period (upon requests)
- Copies of invoices for all charges reflected in the invoice.
- Copies of receipts for all materials charged.
- Summary of work performed towards Tasks and Subtasks completion for that period that will include dates, locations and times of all functions

All Sustainable Solano projects and demonstration gardens will need to comply with both QWEL principles and the current Solano County Water Agency Water Efficient Landscape Rebate Terms and Conditions.

**EXHIBIT B**  
**RATE OF COMPENSATION**

**Sustainable Solano**  
**Sustainable Landscaping Educational Program 2023-2024 Budget**

<b>Task/Activity</b>	<b>Rate or Unit Cost</b>	<b>Hours or # of Units</b>	<b>Cost</b>
<b>TASK 1: Further Development of the Program</b>			
Sustainable Solano Personnel	<i>Hourly Rate</i>		
<i>Executive Director</i>	\$ 54.85	150	\$ 8,228.03
<i>Program Manager</i>	\$ 45.22	0	\$ -
<i>Public Outreach Manager</i>	\$ 46.77	0	\$ -
Other			
Professional development - person	\$1,000	1	\$ 1,000.00
			<b>\$ 9,228.03</b>

<b>Task 2: Professional Landscapers Outreach and Education</b>			
Sustainable Solano Personnel	<i>Hourly Rate</i>		
<i>Executive Director</i>	\$ 54.85	0	\$ -
<i>Program Manager</i>	\$ 45.22	200	\$ 9,043
<i>Public Outreach Manager</i>	\$ 46.77	40	\$ 1,871
			<b>\$ 10,914</b>

<b>Task 3: Education for general public</b>			
Sustainable Solano Personnel	<i>Hourly Rate</i>		
<i>Executive Director</i>	\$ 54.85	50	\$ 2,743
<i>Program Manager</i>	\$ 45.22	1760	\$ 79,580
<i>Public Outreach Manager</i>	\$ 46.77	300	\$ 14,030
Contractor Services			
<i>Speakers</i>	\$300	10	\$ 3,000
<i>Instructors for 3 L2L full-day greywat</i>	\$2,400	2	\$ 4,800
<i>Landscape designer/instructor for 4</i>	\$2,200	4	\$ 8,800
Other			
<i>Plants and Material for Demo Garde.</i>	\$1,800	4	\$ 7,200
<i>Promotional Expenses</i>	\$2,500	1	\$ 2,500
<i>Transportation/milease to demo site</i>	\$0.655	400	\$ 262
			<b>\$ 122,915</b>

80 miles a week for 5weeks

**Task 4: Project management**

Sustainable Solano Personnel	Hourly Rate			
<i>Executive Director</i>	\$ 54.85	150	\$	8,228
Other				
<i>Office Supplies</i>	\$450	1	\$	450
<i>Telephone &amp; Post Office Services</i>	\$450	1	\$	450
<hr/>			\$	9,128

**SUBTOTAL: \$ 152,185**  
**Overhead Charges (15%): \$ 22,827.76**  
**TOTAL: \$ 175,013**