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 <u>Wildlife Survey and Photo Service</u>, hereinafter referred to as "Contractor."

The Agency requires services for <u>Solano Project Invasive Species Monitoring</u>, <u>Media Development</u>, <u>Wildlife Surveying and Monitoring</u>; 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. <u>SCOPE OF SERVICES</u>

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **Solano Project Invasive Species Monitoring**, **Media Development**, **Wildlife Surveying and Monitoring**, 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. <u>COMPENSATION</u>

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** <u>\$225,682</u> 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. <u>TIME OF PERFORMANCE</u>

This Agreement shall become effective as of the date it is executed and said services will take place between this date and <u>June 30, 2024</u> 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. **<u>PERMITS</u>** (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.
- 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.

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. **<u>RECORD RETENTION</u>**

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. <u>SUBCONTRACT AND ASSIGNMENT</u>

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. <u>NONRENEWAL</u>

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. <u>NOTICE</u>

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

Ken W. Davis Wildlife Survey and Photo Service 2443 Fair Oaks Blvd. #209 Sacramento CA 95825

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: _____

Ken W. Davis Wildlife Survey and Photo Service 2443 Fair Oaks Blvd. #209 Sacramento CA 95825

FOR SCWA USE ONLY

Contract Period: 7/1	/23 to <u>6/30/24</u>
File Number:	
Account Manager: _	Drew Gantner
G/L Account #:	6164SC
Job Cost #:	
Contract Type:	Professional Services

EXHIBIT A

SCOPE OF SERVICES

		Ken W. D	avis - PROPC	SED SCWA Bud	get 2023-24					
Task No	Task	Task Description	Total Hours	Labor Bio @ \$108 hr.	DC flem	DC Cost	Miles	Miles @ 0.65	Total DC	Total Labor & DC
1.0		SOLAN	O HABITAT	CONSERVATI						1
1.1	Complete HCP Project		30	3240	Š	91.1	1076	699.4	790.5	4030.5
	Total Prior Charges			0				0		(
	CURRENT Charges	CONTINUE AS NEEDED: Work	0	0		0	0	0	0	(
	Total Charges to Date	on species included in the Solano HCP Project as needed.	0	0		0	0	0	0	(
	Contract Balance	nor noject as needed.	30	3240		91.1	1076	699.4	790.5	4030.5
2.0		EIGU		umentation) M						
	Putah Creek Fish Video (Subsurface)	CONTINUE: Capture sub surface	150	16,200.00			3600	2340.00	2740.00	18940.00
2.1	. ,	video of fish in Lower Putah Creek	150	0.00	Storage Disk	400.00	3000	2340.00	2740.00	10940.00
	Total Prior Charges	including, salmon, trout, Tule Perch,	0	0.00	DISK		0	0.00	0.00	0.00
	CURRENT Charges	Lamprey Eels, and others. Used for	0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date	education, research, and documentation.				0.00	3600	2.340.00	2.740.00	18.940.00
	Contract Balance	documentation.	150	16,200.00		400.00	3600	2,340.00	2,740.00	16,940.00
3.0	·	GENERA	L/PUTAH C	REEK MEDIA	DEVELOPM	ENT				
3.1	Putah Creek Media Development	CONTINUE : Developing media	125	13,500.00	Storage	400.00	2500	1625.00	2025.00	15525.00
	Total Prior Charges	resources for education, research,		0.00				0.00	0.00	0.00
	CURRENT Charges	and documentation. Subjects include wildlife, work such as scarification	0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date	and media for social media as	0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance	needed.	125	13,500.00		400.00	2500	1,625.00	2,025.00	15,525.00
3.2	Media Prod: Sal. Fest. & Video Processing	CONTINUE: Includes post	125	13,500.00	Software /	220.00	500	325.00	545.00	14,045.00
	Total Prior Charges	production of media resources for	.20	0.00	Month	220.00		0.00	0.00	0.00
	CURRENT Charges	education, research and	0	0.00	Wohan	0.00	0	0.00	0.00	0.00
	Total Charges to Date	documentation. Media and products for the Winters Salmon Festival are	0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance	included in this task.	125	13,500.00		220.00	500	325.00	545.00	14,045.00
3.3	Scarification / Habitat Development	CONTINUE : Planning, permit	140	15,120.00			2000	1,300.00	1,300.00	16,420.00
	Total Prior Charges	obligations, pre-construction		0.00				0.00	0.00	0.00
	CURRENT Charges	surveys, construction observations,	0	0.00				0.00	0.00	0.00
	Total Charges to Date	and post-contsruction monitoring	0	0.00			0	0.00	0.00	0.00
	Contract Balance	and surveys.	140	15,120.00			2000	1,300.00	1,300.00	16,420.00
	Total for General / Putah Creek Media		390	42.120.00		620.00	5000	3,250.00	3,870.00	45,990.00
	Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		390	42,120.00		620.00	5000	3,250.00	3,870.00	45,990.00

		Ken W. D	avis - PROPO	SED SCWA Budg	get 2023-24					
Task No	Task	Task Description	Total Hours	Labor Bio @ \$108 hr.	^D C _{Ifen}	DC Cost	Miles	Miles @ 0.65	Total DC	Total Labor & DC
4.0		PETE	RSON RAN	CH MEDIA DEV	1 / /					
4.1	Peterson Ranch / Media / Owl Work	CONTINUE:Wildlife camera	440	47,520.00	Batteries	220.00	5400	3,510.00	3,730.00	51,250.0
	Total Prior Charges	monitoring of artifical burrowing owl		0.00				0.00	0.00	0.0
	CURRENT Charges	structures, development of vernal pool media including still images,	0	0.00		0.00	0	0.00	0.00	0.0
	Total Charges to Date	and video. Seasonal imagery of	0	0.00		0.00	0	0.00	0.00	0.0
	Contract Balance	vernal pool habitat.	440	47,520.00		220.00	5400	3,510.00	3,730.00	51,250.0
5.0	MUSSEL SURVEYS - GENERAL									
5.1	Mussel General / Reports	PHASE OUT: General. Assist with	40	4,320.00		0	800	520.00	520.00	4,840.00
	Total Prior Charges	continuation of the Solano Project		0.00				0.00	0.00	0.00
	CURRENT Charges	Eurasian Mussel Education &	0	0.00		0	0	0.00	0.00	0.00
	Total Charges to Date	Prevention Plan and the Rapid Response Plan for Solano Project.	0	0.00		0	0	0.00	0.00	0.00
	Contract Balance		40	4,320.00		0	800	520.00	520.00	4,840.00
	MUSSEL SURVEYS - LAKE BERRYESS	SA								
	Capell Cove (Veliger tows / plates)	PHASE OUT: Plankton tows &	440	11,880.00	Micro Sup	200 50	4500	975.00	4 075 50	
5.2		sample processing, Deploy adult	110	0.00	witcro Sup	300.50	1500	0.00	1,275.50 0.00	13,155.50 0.00
	Total Prior Charges CURRENT Charges	mussel detection plates. Check	0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date	banks and other infrastructure for	0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance	adult mussels. Educate anglers whe possible.	110	11,880.00		300.50	1500	975.00	1,275.50	13,155.50
		PHASE OUT: Plankton tows &			N /					
5.3	Markley Cove (veliger tows / plates)	sample processing, Deploy adult	112	12,096.00	Nets	600.00	1500	975.00	1,575.00	13,671.00
	Total Prior Charges	mussel detection plates. Check		0.00				0.00	0.00	0.00
	CURRENT Charges	banks and other infrastructure for	0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date	adult mussels. Educate anglers whe possible.	0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance	possible.	112	12,096.00		600.00	1500	975.00	1,575.00	13,671.00
5.4	Pleasure Cove (Veliger Tows / Plates	PHASE OUT: Plankton tows &	100	10,800.00	Plates	500.00	1500	975.00	1,475.00	12,275.00
	Total Prior Charges	sample processing, Deploy adult		0.00				0.00	0.00	0.00
	CURRENT Charges	mussel detection plates. Check banks and other infrastructure for	0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date	adult mussels. Educate anglers whe	0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance	possible.	100	10,800.00		500.00	1500	975.00	1,475.00	12,275.00
5.5	Other (USBR, Steele Park etc.)	PHASE OUT: Plankton tows &	115	12,420.00		600.00	2000	1,300.00	1,900.00	14,320.00
	Total Prior Charges	sample processing, Deploy adult		0.00				0.00	0.00	0.00
	CURRENT Charges	mussel detection plates. Check banks and other infrastructure for	0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date	adult mussels. Educate anglers whe	0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance	possible.	115	12,420.00		600.00	2000	1,300.00	1,900.00	14,320.00
5.6	North Lake Berryessa	PHASE OUT: Plankton tows &	80	8,640.00			1800	1,170.00	1,170.00	9,810.00
0.0	Total Prior Charges	sample processing, Deploy adult		0.00				0.00	0.00	0.00
	CURRENT Charges	mussel detection plates. Check	0	0.00			0	0.00	0.00	0.00
	Total Charges to Date	banks and other infrastructure for adult mussels. Educate anglers whe	0	0.00			0	0.00	0.00	0.00
	Contract Balance	possible.	80	8,640.00			1800	1,170.00	1,170.00	9,810.00
	Totals for Lake Berryesa Mussel Surveys		517	55,836.00		2,000.50	8300	5,395.00	7,395.50	63,231.50
	Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00

		Ken W. D	avis - PROPO	SED SCWA Bud	get 2023-24					
Task No	Task	Task Description	Total Hours	Labor Bio @ \$108 hr.	D _C lien	DC Cost	Miles	Miles @ 0.65	Total DC	Total Labor & DC
	MUSSEL SURVEYS - INTERDAM					· · · · · ·				
5.7	Monticello Dam - Zebra Mussel Survey		30	3,240.00	Plates	200.00	1500	975.00	1,175.00	4,415.00
	Total Prior Charges	CONTINUE AS NEEDED : Regular		0.00				0.00	0.00	0.00
	CURRENT Charges	small net plankton tows. Deploy and monitor adult colonization plates.	0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date	Check banks for adult mussels.	0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		30	3,240.00		200.00	1500	975.00	1,175.00	4,415.00
5.8	Interdam Section	CONTINUE AS NEEDED: Monitor flow	30	3,240.00			500	325.00	325.00	3,565.00
	Total Prior Charges	regime on sensitive invertebrates.		0.00				0.00	0.00	0.00
	CURRENT Charges	Monitor NZMS populations and surveys for Didymo and other inv. Species.	0	0.00			0	0.00	0.00	0.00
	Total Charges to Date	Monitor invertebrate community when	0	0.00			0	0.00	0.00	0.00
	Contract Balance	feasible.	30	3,240.00			500	325.00	325.00	3,565.00
5.9	Lake Solano Docks	CONTINUE AS NEED : Monitor for	30	3,240.00			1200	780.00	780.00	4,020.00
	Total Prior Charges	Invasive Mussels and other invasive		0.00				0.00	0.00	0.00
	CURRENT Charges	species in vacinity of launch ramp.	0	0.00			0	0.00	0.00	0.00
	Total Charges to Date	Passive survey for Hydrilla. Passive survey for Native Mussels	0	0.00			0	0.00	0.00	0.00
	Contract Balance	Survey for thative mussers	30	3,240.00			1200	780.00	780.00	4,020.00
5.10	Diversion Dam Area		40	4.320.00			600	390.00	390.00	4,710.00
	Total Prior Charges	CONTINUE AS NEEDED: Monitor		0.00				0.00	0.00	0.00
	CURRENT Charges	for Eurasian Mussels using plankton tows and adult	0	0.00			0	0.00	0.00	0.00
	Total Charges to Date	colonization plates.	0	0.00			0	0.00	0.00	0.00
	Contract Balance		40	4,320.00			600	390.00	390.00	4,710.00
	Totals for Interdam Mussel Surveys		130	14,040.00		200.00	3800	2,470.00	2,670.00	16,710.00
	Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.00
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.00
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.00
	Contract Balance		130	14,040.00		200.00	3800	2,470.00	2,670.00	16,710.00

		Ken W. D	avis - PROPO	SED SCWA Bud	get 2023-24					
Гаsk No	Task	Task Description	Total Hours	Labor Bio @ \$108 hr.	D _{C Item}	DC Cost	Miles	Miles @ 0.65	Total DC	Total Labor & DC
	PUTAH SOUTH CANAL - MUSSELS			· · · · · · · · · · · · · · · · · · ·						
5.11	Miles 1 - 5	PHASE OUT: Monitor selected areas	30	3,240.00	Nets	500.00	2,000	1,300.00	1,800.00	5,040.0
	Total Prior Charges	and random sites in PSC when possible		0.00				0.00	0.00	0.0
	CURRENT Charges	for NSMS, Eurasian Mussels and other invasives using tows, traps and	0	0.00		0.00	0	0.00	0.00	0.0
	Total Charges to Date	colonization plates. Quick visual surveys	0	0.00		0.00	0	0.00	0.00	0.0
	Contract Balance	of canal infrastructure.	30	3,240.00		500.00	2,000	1,300.00	1,800.00	5,040.0
5.12	Miles 6 - 15	PHASE OUT: Monitor selected areas	30	3,240.00	Traps	300.00	1,900	1,235.00	1,535.00	4,775.0
	Total Prior Charges	and random sites in PSC when possible		0.00				0.00	0.00	0.0
	CURRENT Charges	for NSMS, Eurasian Mussels and other invasives using tows, traps and	0	0.00		0.00	0	0.00	0.00	0.0
	Total Charges to Date	colonization plates. Quick visual surveys	0	0.00		0.00	0	0.00	0.00	0.0
	Contract Balance	of canal infrastructure.	30	3,240.00		300.00	1,900	1,235.00	1,535.00	4,775.0
5.13	Miles 16 - 30 Total Prior Charges	PHASE OUT: Monitor selected areas and random sites in PSC when possible	30	3,240.00			500	325.00	325.00	3,565.0
	-	for NSMS, Eurasian Mussels and other		0.00				0.00	0.00	0.0
	CURRENT Charges	invasives using tows, traps and	0	0.00			0	0.00	0.00	0.0
	Total Charges to Date	colonization plates. Quick visual surveys of canal infrastructure.	0	0.00			0	0.00	0.00	0.0
	Contract Balance		30	3,240.00			500	325.00	325.00	3,565.0
5.14	Terminal Reservoir	PHASE OUT: Monitor selected areas	20	2,160.00			2,600	1,690.00	1,690.00	3,850.0
	Total Prior Charges	and random sites in PSC when possible		0.00				0.00	0.00	0.0
	CURRENT Charges	for NSMS, Eurasian Mussels and other invasives using tows, traps and	0	0.00			0	0.00	0.00	0.0
	Total Charges to Date	colonization plates. Quick visual surveys	0	0.00			0	0.00	0.00	0.0
	Contract Balance	of canal infrastructure.	20	2,160.00			2,600	1,690.00	1,690.00	3,850.0
5.15	Conveyance Creeks (3)		20	2,160.00			2,000	1,300.00	1,300.00	3,460.0
	Total Prior Charges	When possible: Invasive species		0.00			,	0.00	0.00	0.0
	CURRENT Charges	surveys to include: Visual surveys,	0	0.00			0	0.00	0.00	0.0
	Total Charges to Date	traps and appropriate nets.	0	0.00			0	0.00	0.00	0.0
	Contract Balance		20	2,160.00			2,000	1,300.00	1,300.00	3,460.0
	Totals for DSC NZMS Monitorius		130	14,040.00		800.00	9,000	5,850.00	6,650.00	20,690.0
	Totals for PSC NZMS Monitoring Total Prior Charges		0	0.00		0.00	0	0.00	0.00	0.0
	CURRENT Charges		0	0.00		0.00	0	0.00	0.00	0.0
	Total Charges to Date		0	0.00		0.00	0	0.00	0.00	0.0
	Contract Balance		130	14,040.00		800.00	9,000	5,850.00	6,650.00	20,690.0
_										
				SURVEYS - TO	DTAL					
	Totals for MUSSEL MONITORING		817	88236		3000.5	21900	14235	17235.5	105471
	Total Prior Charges		0	0		0	0	-	0	
	CURRENT Charges		0	0		0	0	-	0	
	Total Charges to Date		0	0		0	0	0	0	
	Contract Balance		817	88236		3000.5	21900	14235	17235.5	105471
			PRO	JECT TOTALS						
	PROJECT TOTALS		1827	197,316.00		4,331.60	36,976.00	24,034.40	28,366.00	225,682.0
	Total Prior Charges		0	0.00		0.00	0.00	0.00	0.00	0.0
	CURRENT Charges		0	0.00		0.00	0.00	0.00	0.00	0.0
	Total Charges to Date		0	0.00		0.00	0.00	0.00	0.00	0.0
	Contract Balance		1827	197,316.00		4,331.60	36,976.00	24,034.40	28,366.00	225,682.0

EXHIBIT B

RATE OF COMPENSATION

Labor: \$108/ hour Mileage: \$.65/ Mile Supplies: At Cost