

Name of Project: SCWA Website and Design

## SOLANO COUNTY WATER AGENCY

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

THIS AGREEMENT, effective **July 1, 2025**, 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 **Pat Davis Design Group**, hereinafter referred to as "Contractor."

The Agency requires services for **SCWA Website and Design**; 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 **SCWA Website and Design**, 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 \$ 61,780** 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, 2026** 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. **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.

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 202  
Vacaville, CA 95688

CONTRACTOR

George Dimotakis, President  
Pat Davis Design Group, Inc.  
333 University Avenue, Suite 200  
Sacramento, CA 95825

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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

Pat Davis Design Group

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

By: \_\_\_\_\_  
George Dimotakis  
President

**FOR SCWA USE ONLY**

Contract Period: 7/1/2025 to 6/30/2026  
File Number: AG-P-11  
Account Manager: Sandra Willingmyre  
G/L Account #: 6112AC  
Job Cost #: 1412  
Contract Type: Prof. Services  
Contractor Contact: Ron Deforest, [ronaldd@pddesign.com](mailto:ronaldd@pddesign.com)

## **EXHIBIT A SCOPE OF SERVICES**

PDDG (Pat Davis Design Group) will provide a complete refresh/redesign, ADA compliance, hosting migration, and ongoing support and maintenance to the full extent requested by the Solano County Water Agency (SCWA) team for the following websites:

- Solano County Water Agency: <https://www.scwa2.com/>
- Westside Sac IRWM: <https://www.westsideirwm.com/>

### **Refresh/Redesign:**

PDDG will provide design development services for the complete refresh/redesign of each of the three aforementioned websites. This process will include creation of two unique look and feel concepts for each website, along with any needed refinement of one chosen concept to obtain client approval. The chosen look and feel will be applied throughout each respective website. The refresh/redesign will also include a review and assessment of the existing main menu and navigation for each website and will include PDDG's recommendations for improving overall website organization, flow, and general user experience. This process will also include a review of each existing web page to ensure current and accurate content and graphics are in place. Based on this review, and with client approval, PDDG will migrate all retained content to each of the new websites. As needed, PDDG may also provide copyediting assistance. PDDG will also provide strategic recommendations for new and/or enhanced WordPress plugins and tools to best optimize each new website and to improve the overall functionality. A series of three complete rounds of client review and refinement will be provided in a live staging environment for each website. All requested edits will be applied. Each new website will be desktop and mobile optimized, Google Analytics will be installed, and any needed WordPress training will be provided to the SCWA team.

The above refresh/redesign scope of work assumes the following approximate web page count for each site: CSWA2 (80 pages) and Westside Sac IRWM (30 pages).

### **ADA Compliance:**

PDDG will provide a comprehensive ADA compliance review for each of the aforementioned websites. This review will include identification of areas on non-compliance using an industry-approved testing mechanism, determination of appropriate updates and revisions needed across each website, incorporation of revisions, and testing for compliance with the highest level of ADA compliance possible. Note: the result of this work may not reach 100% compliance across all websites, but PDDG will strive for the highest level of compliance achievable within the constraints of the existing website structure and the budgeted hours available for this task.

### **Hosting Migration:**

As part of the ADA compliance review and update, PDDG will also migrate the three aforementioned websites from the current GoDaddy hosting environment over to PDDG's managed Kinsta hosting environment. This migration will include the transfer of all existing website content for each website, as well as transfer of the applicable website domain names.

### **Ongoing Support and Maintenance:**

Standard support and maintenance services include but are not limited to adding or deleting web pages, editing content, adding new features, monitoring web traffic, reviewing Google Analytics, providing user data to the client teams, maintaining WordPress plugins/licenses, providing WordPress training, and any other general project management and support services requested by the SCWA team. Additional support will be available indefinitely and can be renewed annually.

## **EXHIBIT B**

### **RATE OF COMPENSATION**

#### **SCWA and Westside Sac IRWM Websites:**

SCWA Website Refresh/Redesign: 315 hours x \$95/hour = \$29,925

Westside Sac IRWM Website Refresh/Redesign: 156 hours x \$95/hour = \$14,820

ADA Compliance Review, Modification, and Testing: 78 hours x \$95/hour = \$7,410

Website Migration (GoDaddy to Kinsta): 15 hours x \$95/hour = \$1,425

Website Hosting, SSL Certificate, and Domain Registration: \$1,500 per website (per year) x 2 websites = \$3,000

Website Support and Maintenance: 40 hours x \$95/hour = \$3,800

WordPress Plugin Renewals: \$700 per website (per year) x 2 websites = \$1,400

**Total Estimate Cost for SCWA and Westside Sac IRWM Websites = \$61,780**