

Name of Project: Groundwater Services

SOLANO COUNTY WATER AGENCY

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

THIS AGREEMENT, effective July 1, 2024, 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 Luhdorff & Scalmanini Consulting Engineers, hereinafter referred to as "Contractor."

The Agency requires services for Groundwater Services; 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 Groundwater Services, 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 \$84,728** 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, 2025**, 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 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

CONTRACTOR

Chris Lee, General Manager
Solano Subbasin Groundwater Sustainability Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

William Halligan, President
Luhdorff & Scalmanini Consulting Engineers
500 First Street
Woodland, CA 95695

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

Luhdorff & Scalmanini Consulting Engineers

By: _____
Chris Lee
General Manager

By: _____
William Halligan,
President

FOR SCWA USE ONLY

Contract Period: July 1, 2024 to June 30, 2025
File Number: AG-L-4
Account Manager: C.Lee
G/L Account #: 6611AC
Job Cost #: 1704
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

SCWA requires continued assistance with groundwater management which will augment and coordinate with efforts led by the Solano Subbasin Groundwater Sustainability Agency (Solano GSA).

Groundwater Technical Support Related to County Water Resources Planning and Potential Land Use Changes

SCWA requires technical support (as needed) for evaluation and analysis of potential impacts on water resources in the County resulting from proposed land use changes and development..

Assist in SCWA Well Monitoring and Data Review

SCWA requires assistance with well monitoring and instrumentation of stream gaging.

Support Stakeholder Outreach

SCWA requires continued development of maps and outreach materials in support of public education on groundwater resources.

On-Call Groundwater Management Technical Assistance

SCWA requires on-call support for groundwater technical issues.

Deliverables

Technical analysis and report on County water resources planning and potential land use changes.

Maps and outreach materials as needed



April 2, 2024
File No. 24-1-061

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

SUBJECT: 2024-2025 Groundwater Services – Solano County Water Agency

Dear Mr. Lee:

In response to your request, Luhdorff & Scalmanini, Consulting Engineers (LSCE) is pleased to provide this letter describing groundwater management assistance to be completed during Fiscal Year 2024-2025 spanning July 1, 2024 through June 30, 2025 to address needs related to groundwater management in Solano County and the Solano Subbasin. This scope provides support to the Solano County Water Agency (SCWA) in augmenting and coordinating with groundwater management efforts led by the Solano Subbasin Groundwater Sustainability Agency Collaborative (Solano Collaborative) occurring as part of implementation of the Solano Subbasin Groundwater Sustainability Plan (GSP).

This scope of work describes the following tasks:

- Task 1: Providing Groundwater Technical Support Related to Water Resources Planning and Potential Land Use Changes
- Task 2: Assist in SCWA Well Monitoring and Data Review
- Task 3: Support Stakeholder Outreach
- Task 4: On-Call Groundwater Management Technical Assistance

Task 1: Providing Groundwater Technical Support Related to Water Resources Planning and Potential Land Use Changes

LSCE will provide technical support (as needed) for evaluation and analysis of potential impacts on water resources in the County resulting from proposed land use changes and development. LSCE will attend meetings, review technical documents, and provide technical support in County water resources planning efforts. This task also includes responding to groundwater data requests by the public or other entities, including assembling, documenting, and transmitting data files. This task includes providing files for Solano Integrated Hydrologic Model (IHM), if requested.

Task 2: Assist in SCWA Well Monitoring and Data Review

This task provides support to SCWA for monitoring well monitoring and instrumentation and stream gaging. LSCE will coordinate with SCWA staff on conducting periodic well monitoring and maintenance

MR. CHRIS LEE
General Manager

APRIL 2, 2024
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and conduct review and quality control of SCWA well monitoring data. LSCE will also assist in preparing data for inclusion in the data management system.

Task 3: Support Stakeholder Outreach

This task includes providing support for outreach and community engagement as requested, including continued development of maps and other outreach materials to support public education and outreach on water resources topics.

Task 4: On-Call Groundwater Management Technical Assistance

This task includes performing on-call groundwater technical support, as requested. An example of potential requested on-call services includes analysis of Putah Creek surface water conditions and local groundwater conditions under a Putah Creek flow regime proposed in Voluntary Agreements. This or other technical services would be provided in support of SCWA's preferred alternative to other approaches in the State Water Resources Control Board's Bay-Delta Plan.

Cost Estimate

Table 1 details the estimated cost for the activities proposed in Tasks 1 through 4. The estimated cost to complete these tasks is \$84,728. These tasks are intended to support the evaluation, tracking, and communication related to water resources conditions and trends in Solano County.

The current LSCE Schedule of Fees is enclosed for your reference. In the event that SCWA requests out-of-scope work and additional funds are needed to complete the task(s), SCWA will be contacted before proceeding with further work.

If you have any questions, or wish to discuss any of the above, we would be pleased to respond.

Sincerely,

LUHDORFF & SCALMANINI
CONSULTING ENGINEERS



Nick Watterson, PG, CHG
Principal Hydrogeologist



Vicki Kretsinger Grabert
Senior Principal Hydrologist

Enclosures:

Table 1 – Cost Estimate
LSCE Schedule of Fees

EXHIBIT B
RATE OF COMPENSATION

Table 1

Cost Estimate: 2024-2025 Groundwater Services — Solano County Water Agency

Task Description	Hours						Cost			
	Sr. Prin. Hydrol.	Prin. Hydrogeologist	Pjt. Hydro./ Geol.	Staff Hydro./ Geol.	GIS/ Data Tech.	Clerical	LSCE	Outside Services ¹	Subtask	Task
Billing Rate (\$/hr)	\$260	\$248	\$182	\$165	\$150	\$110				
Task 1 – Providing Groundwater Technical Support Related to County Water Resources Planning and Potential Land Use Changes										
Provide technical support (as needed) for evaluation and analysis of potential impacts on water resources in the County resulting from proposed land use changes and development.	16	32	30	30			\$22,506		\$22,506	
Attend meetings, review technical documents, and provide technical support support in County water resources planning efforts.	12	16	16				\$10,000		\$10,000	
Respond to groundwater data requests, including assembling, documenting, and transmitting data files. Includes providing files for Solano IHM, if requested.	1	8	10	10			\$5,714		\$5,714	
Task Total										\$38,220
Task 2 – Assist in SCWA Well Monitoring and Data Review										
Provide support in SCWA monitoring well monitoring and instrumentation and stream gaging. Coordination with SCWA staff on conducting periodic well monitoring and maintenance.		8	12				\$4,168		\$4,168	
Conduct review and QC of SCWA well monitoring data. Assist in preparing data for inclusion in DMS.	1	8	8		8		\$4,900		\$4,900	
Task Total										\$9,068
Task 3 – Support Stakeholder Outreach										
Performing outreach tasks as requested, including continued development of maps and other outreach materials to support public education and outreach on water resources topics.	4	16	16		4		\$8,520		\$8,520	
Task Total										\$8,520
Task 4 – On-Call Groundwater Management Technical Assistance										
Performing on-call groundwater technical support, as requested. An example of potential requested on-call services includes analysis of Putah Creek surface water conditions and local groundwater conditions under a Putah Creek flow regime proposed in Voluntary Agreements. This or other technical services would be provided in support of SCWA's preferred alternative to other approaches in the State Water Resources Control Board's Bay-Delta Plan.	12	60	60				\$28,920		\$28,920	
Task Total										\$28,920
Totals	46	148	152	40	12	0	\$84,728	\$0		\$84,728

1. Includes outside services fee of 5%.

Note: As in previous years, the direct contract between SCWA and UNAVCO for ongoing maintenance, data management, and reporting related to the two CORS subsidence monitoring stations is not included in this budget but should be included in SCWA's annual budget for the coming fiscal year.





2024 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	\$260/hr.
Principal Professional.....	\$248/hr.
Supervising Professional	\$238/hr.
Senior Professional	\$200 to 228/hr.
Project Professional	\$182/hr.
Staff Professional	\$165/hr.

Technical

ACAD DMS/GIS.....	\$150/hr.
Engineering Assistant.....	\$135/hr.
Scientist.....	\$135/hr.
Technician.....	\$135/hr.

Project Admin Support

Word Processing, Clerical.....	\$105/hr.
Digital Communications Specialist.....	\$115/hr.
Project Admin/Accounting Assistant	\$115/hr.

Vehicle Use	\$0.67/mi(or curr. IRS rate)
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$200.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%
Prevailing Wage Rate	\$200/hr until June 30, 2024
Prevailing Wage Rate	\$205/hr effective July 1, 2024

* Engineer, Geologist, Hydrogeologist, and Hydrologist