

Name of Project: **Large Landscape Water Budget Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Standard Contract)

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 **Waterfluence**, hereinafter referred to as "Contractor."

The Agency requires services for **Large Landscape Water Budget 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 **Large Landscape Water Budget 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 \$90,030** 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 the 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, and 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 the 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.

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 from Solano County Water Agency's sole negligence or willful acts.

8. **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 subcontractors. 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** – 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 Solano County Water 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:** The 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 may 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.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Solano County Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Safety: In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

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

John Whitcomb, Ph.D. Director
WaterFluence LLC
P.O. Box 561
Menlo Park, CA 94026

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: _____
John Whitcomb
Director, WaterFluence

FOR SCWA USE ONLY

Contract Period: 7/1/24 to 6/30/25
File Number: AG-W-19
Account Manager: Drew Gantner
G/L Account #: 6551AC
Job Cost #: 2021
Contract Type: Professional Services

EXHIBIT A

SCOPE OF WORK

a. Setup

- a.1 Meters. Water Supplier provides Waterfluence with water meter information including customer, service address, identification numbers, use type (e.g., irrigation), and source type (e.g., potable or recycled). Waterfluence organizes meters into sites as some sites are served by multiple meters.
- a.2 Water Use. Water Supplier provides Waterfluence with at least one year of historical water use for each meter from billing records. Waterfluence collects water prices.
- a.3 Landscape Budgets. For sites with irrigated landscapes, Waterfluence creates a landscape water budget based on site-specific characteristics and real-time weather. Waterfluence creates digital landscape maps based on recent aerial imagery with polygons measuring the square footage of irrigated turf, irrigated shrubs/trees, and water features. Waterfluence obtains daily weather data from a local source.
- a.4 Indoor Budgets. For sites including indoor water meters, Waterfluence creates indoor water budgets benchmarked to historical norms.
- a.5 Hourly Water Data. If available, Waterfluence integrates with advanced metering infrastructure (AMI) systems to process and display hourly/minute water data on its website. Waterfluence AMI features include hourly and daily charts, leak notifications, and irrigation-centric insights related to day spikes, days-per-week of irrigation, and daytime irrigation.
- a.6 Water Supplier Website Access. Water Supplier staff get online access at www.waterfluence.com to interact with detailed water information about their participating sites.
- a.7 Account Holder Access. Water account holders get online access at www.waterfluence.com to interact with their water information. Waterfluence uses multiple tactics to onboard account holders by leveraging: 1) Water Supplier billing information, 2) account holders already participating in Waterfluence, and 3) the landscape contractor community. For sites without a known account holder, Waterfluence prints and mails a packet with an introduction letter and an initial Water Use Report to encourage online participation.

b. Annual Subscription

- b.1 Ongoing Water Billing Information. At the beginning of each month, Water Supplier forwards Waterfluence a digital file with the previous month's billed water use and account holders for meters in the program. Waterfluence appends new water records to its database and generates updated water budgets. Waterfluence checks for and updates account holder information; outreach to new account holders follows the setup process.
- b.2 Ongoing Stakeholder Notifications. Waterfluence sends monthly email notifications to online site stakeholders after new water use is posted for viewing. Account holders can authorize additional stakeholders such as HOA board members and landscape contractors to access their sites' information online. Waterfluence investigates email bounce backs for replacements. If hourly water

data are available, Waterfluence emails automated leak alerts when water use exceeds an hourly threshold for a given interval (e.g., 48 hours).

- b.3 Stakeholder Support. Waterfluence provides customer service to all users via website messages, email, webinars, and toll-free telephone number. Stakeholders are encouraged to modify their site maps online to keep them accurate and in conformance with Waterfluence mapping guidelines.
- b.4 Website Maintenance. Waterfluence continuously maintains all features and security of its website.
- b.5 Annual Report. For Water Suppliers with over 100 sites in the program, Waterfluence creates an annual report each March summarizing program performance from water data from the previous calendar year. Topics include program activity, trends in overwatering, user engagement, and potential ways to improve the program.
- b.6 California SB 606 / AB 1668 Reporting Requirements. For California agencies, Waterfluence tabulates program site water use and landscape area measurements required by the State of California for the SB 606 / AB 1668 component addressing CII water use with dedicated irrigation meters.

c. Field Surveys

- c.1 Targeting and Marketing. Water Supplier staff can preapprove sites eligible to receive a landscape field survey. Waterfluence markets the field survey opportunity to account holders at preapproved sites via the website. Customers are required to accept the field survey via a click-through agreement. Sites accepting a field survey are added to the Waterfluence field survey queue.
- c.2 Performing Field Surveys. Waterfluence schedules surveys with stakeholders at sites in the field survey queue. The survey includes Waterfluence sending an irrigation expert to 1) refine the site map and water budget assumptions, 2) operate portions of the irrigation system to evaluate performance, and 3) document findings and recommendations in a Landscape Field Survey Report.
- c.3 Field Survey Report. Completed field survey reports are posted online on the Waterfluence website. Waterfluence notifies all site stakeholders the report is ready to review and addresses any follow up questions by telephone or webinar.

EXHIBIT B
PROGRAM FEES

Description	Unit Cost	x Number of Sites	= Total Cost
a. Setup (one time)	\$150	245	\$36,750
b. Annual Subscription	\$80	591	\$47,280
c. Field Surveys	\$1,500	4	\$6,000
Total Cost			\$90,030

Waterfluence invoices for Setup at the beginning of project and invoices one quarter of the annual subscription fee at the end of each quarter of service.

EXHIBIT B
PROGRAM FEES

	FY 2024-25				Unit Cost
	Q1	Q2	Q3	Q4	
	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	
Program Activity					
a. Setup (New Sites)	245	0	0	0	\$150
Benicia	0	0	0	0	
Fairfield	245	0	0	0	
SSWA	0	0	0	0	
Vacaville	0	0	0	0	
Vallejo	0	0	0	0	
b. Annual Subscription (Sites)	591	591	591	591	\$20.00
Benicia	0	0	0	0	
Fairfield	365	365	365	365	
SSWA	16	16	16	16	
Vacaville	140	140	140	140	
Vallejo	70	70	70	70	
c. Field Survey (Total Surveys)	2	2	0	0	\$1,500
Benicia	0	0	0	0	
Fairfield	2	0	0	0	
SSWA	0	1	0	0	
Vacaville	0	1	0	0	
Vallejo	0	0	0	0	
Program Costs					To-Date
a. Site Setup	\$36,750.00	\$0.00	\$0.00	\$0.00	\$36,750.00
b. Report Distribution	\$11,820.00	\$11,820.00	\$11,820.00	\$11,820.00	\$47,280.00
c. Field Survey	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$6,000.00
Total Cost	\$51,570.00	\$14,820.00	\$11,820.00	\$11,820.00	\$90,030.00
Not to Exceed FY Contract Cost					\$90,030.00

Waterfluence invoices for Setup at the beginning of project and invoices one quarter of the annual subscription fee at the end of each quarter of service.