

Name of Project: **Data, Website Management, and SCADA support**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (Professional Services/Contractor)

THIS AGREEMENT, **effective July 1, 2026**, 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 **Eyasco Inc.**, hereinafter referred to as "Contractor."

The Agency requires services for **Data, Website Management, and SCADA support**; 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 **Data, Website Management, and SCADA support**, 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 \$400,000** 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, 2027**, 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. **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.

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 203
Vacaville, CA 95688

CONTRACTOR

Jeff Schyler, President
Eyasco Inc.
25 Hangar Way, Suite 290
Watsonville, CA 95076

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

Eyasco Inc.

By: _____
Chris Lee
General Manager

By: _____
Jeff Schuyler
President

FOR SCWA USE ONLY

Contract Period: 7/1/2026 to 6/30/2027
File Number: AG-E-7
Account Manager: Jay Cuetara
G/L Account #: 6610AC-1403, 6690SC, 6140N, 6140U
Job Cost #: _____
Contract Type: Professional Services

EXHIBIT A

SCOPE OF SERVICES

The tasks included in the budget for fiscal year 2026-2027 include:

Public Web Enhancements

Support and upgrades to existing publicly accessible sites. Historically most of these efforts involve making seasonal changes by adding or removing sites. This coming fiscal year SCWARebates will become part of the stable of public web sites. Currently we are waiting for a new web server to be setup by SCWA's IT consultant (Apex Technology). Part of our scope for this coming fiscal year will be to monitor the new site and deal with any issues that arise as a result of public interaction with the site.

- Deliverables: Add new features requested by Agency staff, including:
 1. Auto-generate reminder emails for customers nearing the 120-day (4 month) window for project completion? For instance, 90-days following the application date.
 2. Auto generate the deadline as four months past the approval date?
 3. Make the web interface mobile device compatible.
 4. Automatically attach the pre and post images into the downloadable/printable PDF option
 5. Editing the search feature to make it easier to type the address you are looking for when searching for an existing customer.
 6. Add the check request information directly to the customer profile so that it can be downloaded directly from the portal (maybe under the pdf section
 7. Add the pre and post inspection information directly to the customer pdf that we download (Square footage approved amount and dollar amount
 8. Under the "Add Rebate" window, is there a way to de-activate old rebates or add new rebates.

Database and Report Support

Manage and improve data collection and consolidation methods and services including development of new reports on an as-needed basis including Solano Project and State Water Project.

Software Enhancements and Support

Continue support for SCWA authenticated web sites, including Operations, Water Accounting, Rebates and LADR.

SCADA Network Support

Provide technical support for network infrastructure, data telemetry, programming or configuration for the dedicated SCADA network.

- Deliverables:
 1. Add new sites to real time SiteHawk SCADA display.
 2. Enhancing SCADA real time communications by enabling inter-station communications and remote control.

Monitoring and Operations Support

Continue to provide technical support for SCWA personnel responsible for managing hardware and software used at Putah Diversion Dam (PDD), Putah Diversion Office (PDO), and Putah South Canal (PSC) in support of water operations.

- Deliverables:
 1. Perform an inventory of outdated or obsolete components and develop a schedule for replacement
 2. Provide support for installation of gate controllers at McCoy Check, and Burton Check. Participate in evaluation of the new systems and incorporate our findings into future designs.
 3. Design, test and deliver solar-powered monitoring and control system for Union Check, and Serpa Check, Mankas Check and Suisun Check depending on schedule and budget.
 4. Work with SCWA personnel to develop a method to change flow calculations at Los Rios check based on the number of weir boards used at the structure.

Project Management

Task coordination, on-site meetings not included in the above tasks, budget tracking, and all travel time to and from SCWA offices.

The services shall also include the tasks, timelines, deliverables, and specifications outlined in the Contractor's Proposal dated April 7, 2026, attached as a continuation of Exhibit A.



EXHIBIT A ATTACHMENT - CONTRACTOR'S PROPOSAL

April 7, 2026
Proposal 6-26-2307

Mr. Jay Cuetara
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

Subject: 2026/2027 Budget and Scope

Dear Mr. Cuetara,

The purpose of this letter is to present our scope of work and cost estimate for fiscal year 2026/2027. Our estimate is based on reviewing past years budgets for similar tasks, and developing a scope and budget based on conversations with SCWA personnel.

Current Fiscal Year Summary

Tasks completed or are nearing completion, including:

Canal Automation

- Eyasco worked with SCWA personnel to add automated flow control to Maine-Prairie diversion. Our scope included design, wiring diagrams and programming of the Sweeney Check plc to measure gate position and compute flows.
- The planned task to install the systems at McCoy and Burton Checks during the 2025/2026 fiscal year was delayed due to the planning and construction of new infrastructure at each of these checks to accommodate the new equipment.

Enhancement of Water Usage/Diversion Reporting

- Eyasco worked with SCWA personnel to develop water usage reports that can be used for monthly summaries of diversions at each property. These reports are currently undergoing review and refinement process. h a BOM and construction details so that SCWA personnel could build their own as they needed them.

Software

SCWA Rebates:

Eyasco continued development on the SCWARebates application to convert a backend data entry application used by SCWA personnel only to a publicly facing application where users could apply for rebates interactively and be notified via email about the status of their application. The range of enhancements include:

1. Overhauled the account and permission systems to support public user signup.
2. Added forms for public users to submit WCPR rebates, and both Turf pre and post inspections.
3. Added pre and post inspection original application viewing.
4. Added grids for viewing all rebates, including the new WCPR rebates.
5. Added popup forms for uploading and downloading files for a rebate.
6. Added PDF-exportable rebate reports.
7. Added email system. Includes email verification for new accounts, and buttons for sending specific emails to users.
8. Added a logs table for emails on the admin page.

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www.eyasco.com

The new version of Rebates is currently running on an Eyasco-hosted server awaiting deployment on a SCWA server. Additional enhancements are planned for this coming fiscal year and are described below.

SiteHawk SCADA

SiteHawk SCADA is a map-based application that shows real-time data every 30 seconds in tables and charts from stations that are “Modbus-enabled”. Currently these include all stations deployed along the Putah South Canal as Modbus is used to facilitate communication between monitoring and control components. This fiscal year Eyasco made major changes to the SiteHawk SCADA application in MerlinWEB by integrating it with the Merlin database and adding a setup page to the existing SiteHawk administrative pages. This allows almost any authenticated user with sufficient rights to set up a SCADA map using stations that are “modbus-enabled” as defined in station metadata. These changes include:

1. Redesign of SitehawkSCADA configuration, integrating the tool with the existing Merlin database
2. Sitehawk Admin page modifications to allow for adding SCADA maps
3. Adding ability to have multiple maps for SitehawkSCADA
4. New roles for SitehawkSCADA maps to facilities assigning maps to different users.
5. Integrating feature to pull values from the database for diagnosing setup screens.
6. New popup for Sitehawk

MerlinWeb

Changes Made

1. Multi-Factor authentication via Email with Merlin’s Report Service is now available, along with remembering devices for login. Roll-out of this feature will occur in the 2026/2027 fiscal year.
2. New Gap Handling Import button on the Gap Handling Tool which automatically imports gap filled events to the database.
3. New Account Details page.

Bugs Fixed

1. Restyled Data Library and Dashboard to be more compatible with Microsoft Edge’s new Medium smallest font size default.
2. Rating Curve offset field only accepted whole numbers, changed to a float field
2. Fixed legend bug with chart on SCADA, preventing showing/hiding specific series
3. Kendo transition bug fixes, including style fixes across the site

Merlin Enterprise

1. Added modified date of file to 'successfully imported' log entry.
2. Added import filename to comments field for all import alarms.
3. Added Merlin WCF server address to ME Client error dialog when unable to connect to WCF services.
4. Added sort routine to Live Chart data series to ensure line is drawn properly
5. Modified File Service to inhibit AutoStart of Service if File Cleanup is running.
6. Modified Project Tree to allow a name of '0'.
7. Modified import routines to reject a Project ID of '0'. An import alarm will be added if found.
8. Enhanced Alarm Comments for 'Auto Acknowledge Alarms' where appropriate.
9. Fixed bug in Client tree lighting for 'Auto Acknowledge Alarms'.
10. Added 'Auto Acknowledge Alarms' functionality with configuration in Thresholds.

Proposed Fiscal 2026/2027 Scope

The tasks included in our budget for next fiscal year include:

Public Web Enhancements

Support and upgrades to existing publicly accessible sites. Historically most of these efforts involve making seasonal changes by adding or removing sites. This coming fiscal year SCWA Rebates will become part of the stable of public web sites. Currently we are waiting for a new web server to be setup by SCWA's IT consultant (Apex Technology). Part of our scope for this coming fiscal year will be to monitor the new site and deal with any issues that arise as a result of public interaction with the site. In addition we will be adding new features that have been requested by SCWA staff, including:

1. Auto-generate reminder emails for customers nearing the 120-day (4 month) window for project completion? For instance, 90-days following the application date.
2. Auto generate the deadline as four months past the approval date?
3. Make the web interface mobile device compatible.
4. Automatically attach the pre and post images into the downloadable/printable PDF option
5. Editing the search feature to make it easier to type the address you are looking for when searching for an existing customer.
6. Add the check request information directly to the customer profile so that it can be downloaded directly from the portal (maybe under the pdf section)
7. Add the pre and post inspection information directly to the customer pdf that we download (Square footage approved amount and dollar amount)
8. Under the "Add Rebate" window, is there a way to de-activate old rebates or add new rebates.

Database and Report Support

Manage and improve data collection and consolidation methods and services including development of new reports on an as-needed basis including Solano Project and State Water Project.

Software Enhancements and Support

Continue support for SCWA authenticated web sites, including Operations, Water Accounting, Rebates and LADR.

SCADA Network Support

Provide technical support for network infrastructure, data telemetry, programming or configuration for the dedicated SCADA network. Hours have been added to support the following specific tasks:

1. Add new sites to real time SiteHawk SCADA display.
2. Enhancing SCADA real time communications by enabling inter-station communications and remote control.

Monitoring and Operations Support

Continue to provide technical support for SCWA personnel responsible for managing hardware and software used at Putah Diversion Dam (PDD), Putah Diversion Office (PDO), and Putah South Canal (PSC)² in support of water operations. Specific tasks we have included in our estimate include:

1. Perform an inventory of outdated or obsolete components and develop a schedule for replacement
2. Provide support for installation of gate controllers at McCoy Check, and Burton Check. Participate in evaluation of the new systems and incorporate our findings into future designs.
3. Design, test and deliver solar-powered monitoring and control system for Union Check, and Serpa Check, Mankas Check and Suisun Check depending on schedule and budget.
4. Work with SCWA personnel to develop a method to change flow calculations at Los Rios check based on the number of weir boards used at the structure.

Project Management

Task coordination, on-site meetings not included in the above tasks, budget tracking, and all travel time to and from SCWA offices.

Cost Estimate

Eyasco's estimated costs for completing the tasks described above are shown on the attached Table 1. We propose to perform the above scope-of-work on a time and materials basis. Based on our current rate schedule, which is attached, the estimated total to complete the above scope is \$399,045.

We thank you for the opportunity to continue working with Solano County Water Agency. Please feel free to contact us with any questions regarding the content of this proposal.

Yours truly,

EYASCO

Jeff N. Schuyler, RG, CEG, EIT
President

TABLE 1 2026/2027 Budget Estimate					
Item	Task	Hours	Rate	Expense	Amount
1	Public Web Enhancements	380			\$ 98,800
a	Principal	80	285.00		22800
b	Software Architect	250	255.00		63750
c	Senior Programmer	50	245.00		12250
2	Report Support	125			\$ 31,675
a	Principal	20	285.00		5700
b	Software Architect	25	255.00		6375
c	Senior Programmer	80	245.00		19600
d	Clerical	0	110.00		0
e	Other	0	0.00		0
3	Software/Database Enhancements and Support	300			\$ 77,000
a	Principal	50	285.00		14250
b	Software Architect	150	255.00		38250
c	Senior Programmer	100	245.00		24500
d	Junior Programmer	0	185.00		0
e	Other	0	0.00	0	0
4	SCADA Network Support/Development	220			\$ 55,400
a	Principal	50	285.00		14250
b	Software Architect	100	255.00		25500
c	Senior Programmer	20	245.00		4900
d	Application Programmer	50	215.00		10750
e	Junior Programmer	0	185.00		0
5	Monitoring and Operations Support	335			\$ 97,980
a	Principal	100	285.00		28500
b	Software Architect	40	255.00		10200
c	Senior Programmer	80	245.00		19600
d	Project Engineer	75	200.00		15000
e	Travel	40	90.00	1080	4680
f	Other ①	1	0.00	20000	20000
6	Project Management	157			\$ 38,190
a	Principal	50	285.00		14250
b	Software Architect	50	255.00		12750
c	Project Engineer	50	200.00		10000
d	Travel	6	90.00	650	1190
e	Clerical	0	110.00		0
f	Other	1	0.00		0
		1,518	TOTAL		\$ 399,045.00
NOTES:					
1. Procurement and Assembly of Union Check Solar Power System					

EXHIBIT B

RATE OF COMPENSATION

Task	Hours	Rate	Expense	Amount
Public Web Enhancements	380			\$ 98,800
Principal	80	285.00		22800
Software Architect	250	255.00		63750
Senior Programmer	50	245.00		12250
Report Support	125			\$ 31,675
Principal	20	285.00		5700
Software Architect	25	255.00		6375
Senior Programmer	80	245.00		19600
Clerical	0	110.00		0
Other	0	0.00		0
Software/Database Enhancements and Support	300			\$ 77,000
Principal	50	285.00		14250
Software Architect	150	255.00		38250
Senior Programmer	100	245.00		24500
Junior Programmer	0	185.00		0
Other	0	0.00	0	0
SCADA Network Support/Development	220			\$ 55,400
Principal	50	285.00		14250
Software Architect	100	255.00		25500
Senior Programmer	20	245.00		4900
Application Programmer	50	215.00		10750
Junior Programmer	0	185.00		0
Monitoring and Operations Support	335			\$ 97,980
Principal	100	285.00		28500
Software Architect	40	255.00		10200
Senior Programmer	80	245.00		19600
Project Engineer	75	200.00		15000
Travel	40	90.00	1080	4680
Other j	1	0.00	20000	20000
Project Management	157			\$ 38,190
Principal	50	285.00		14250
Software Architect	50	255.00		12750
Project Engineer	50	200.00		10000
Travel	6	90.00	650	1190
Clerical	0	110.00		0
Other	1	0.00		0
	1,518	TOTAL		\$ 399,045.00
NOTES:				
1. Procurement and Assembly of Union Check Solar Power System				