

AGREEMENT NO. _____
(Short-Form Agreement)

THIS AGREEMENT is made this 25 day of February, 2015, by and between the County of Yolo ("COUNTY"), and Wood Rodgers, Inc. ("CONTRACTOR"), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following personal services: To provide the Willowbank County Service Area(CSA) with this proposal to provide engineering and hydrogeologic consulting services: See Exhibit C.
2. CONTRACTOR shall perform said services between February 25, 2015, and December 31, 2015.
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements, Exhibit B- Scope of Work, Exhibit C- Resolution No. 14-124.
4. Subject to CONTRACTOR'S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR'S submission of an appropriate claim, COUNTY shall pay CONTRACTOR no more than a total amount of \$26200.00, as identified in Exhibit B.
5. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit A attached hereto.
6. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, it's officers, agents, or employees. CONTRACTOR/SUBCONTRACTOR responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.
7. Any SUBCONTRACTOR agrees to be bound to CONTRACTOR and COUNTY in the same manner and to the same extent as CONTRACTOR is bound to COUNTY under the Contract Documents. SUBCONTRACTOR further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any SUB-SUBCONTRACTOR to the extent they apply to the scope of the SUB-SUBCONTRACTOR'S work. A copy of the COUNTY'S Contract Document Indemnity and Insurance provisions will be furnished to the SUBCONTRACTOR upon request.
8. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend COUNTY and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
9. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which even the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.

~~10. If CONTRACTOR fails to perform any part of this Agreement, the COUNTY may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that COUNTY may have, COUNTY may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.~~

11. Attached are licenses &/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.

12. CONTRACTOR understands that he/she is not an employee of the COUNTY and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

13. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to the COUNTY's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the COUNTY. CONTRACTOR shall deliver all of the foregoing to the COUNTY upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to COUNTY for audit and discovery purposes.

14. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

15. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

COUNTY:

Contractor Signature
Wood Rodgers, Inc.
Printed Name

Lautaro Andres Echiburu, Department Head

3301 C Street, Bldg 100B
Street Address/PO Box

, Purchasing Agent

Sacramento, Ca. 95816
City/State/Zip

916-341-7760
Phone

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

Contractor Signature



WOOD RODGERS

February 25, 2015

Water Subcommittee of the Willowbank County Service Area
c/o Boyden, Cooluris & Saxe PC
400 Capitol Mall, Suite 2555
Sacramento, CA 95814

Dear Mr. Cooluris:

Subject: Willowbank County Service Area Irrigation System Separation Proposal

In response to your request, Wood Rodgers, Inc. appreciates the opportunity to provide the Willowbank County Service Area (CSA) with this proposal to provide engineering and hydrogeologic consulting services. These services are focused towards providing recommendations of the feasibility for constructing a separate irrigation system from the existing combined potable and irrigation system. Wood Rodgers proposes to provide the following scope of work to accomplish this goal.

SCOPE OF WORK

The scope of work includes the following tasks: (1) Project Management; (2) Demand Analysis/Groundwater Assessment; (3) Irrigation Conveyance System Evaluation; (4) Opinion of Probable Cost; (5) Summary of Alternatives and Recommendations. These tasks are described in more detail below.

Task 1 – Project Management **\$3,900**

This task includes day to day coordination and scheduling of work, meetings with staff and overall quality control and quality assurance. In addition, this includes budget tracking and assignment of staff to complete the overall work product. This task will include a schedule with milestone submittal dates to keep the project along an understood and manageable timeline. This task will also include scheduling of meetings and taking and distributing meeting notes.

Deliverable: Meeting Agendas and Meeting Minutes.

Task 2 – Demand and Data Analysis and Groundwater Assessment **\$4,000**

This task includes confirmation of the potable water and the irrigation demand for the Willowbank service area. The demands will be evaluated to enable the potable water demand to be separated from the irrigation demand. These demands will be used for sizing of the irrigation only well option distribution piping and for evaluation of a new

well to provide irrigation supply. Demand evaluation will be completed to estimate minimum, average, and maximum day demands. Water conservation measures will be presented, discussed and factored into the demand analysis. The alternative will also include the regulatory requirements associated with this alternative.

Wood Rodgers will also provide Yolo County with a preliminary groundwater assessment for the Willowbank Subdivision CSA which is south of Davis California. To assess the feasibility of utilizing this groundwater for landscape irrigation, Wood Rodgers will review available water level and water quality data from the California Department of Water Resources (DWR) Water Data Library (WDL), available data from nearby water supply wells, and records that to be provided by the County and the City of Davis.

The results of these analysis will be presented in tabular form and will be included in the Summary Technical Memorandum.

Task 3 – Irrigation Well and Conveyance System Evaluation

\$5,100

An evaluation of the cost for the CSA to drill an irrigation water well will be completed. This will include any regulatory, operational and maintenance requirements and costs related to this alternative.

Piping and connection alternatives will be for an irrigation only system with options shown on a water distribution system layout. Wood Rodgers will size the pipe for the peak irrigation demand conditions and provide major connection details for the purpose of providing costs.

The existing and abandoned piping system will be evaluated for integrity for use as an irrigation only system at the required flows and pressures. This task will include recommendations for future field work to determine the existing pipeline integrity including pressure testing and/or video inspection. In addition, this task will include confirmation of those assumptions made in the estimation of costs and useful life of the existing asbestos-cement pipelines.

This task will also include evaluation of the cost for a new irrigation distribution piping system broken down by neighborhood. Several subsets of this will be looked at in the event that some neighborhoods have abandon pipelines that are suitable for service and others require full replacement.

In addition to the evaluation described above, the type of pump and motor will receive review. A comparison between a submersible pump and a vertical line shaft turbine pump will be completed to evaluate efficiency, cost, noise mitigation, operation and maintenance and pump removal.

A summary of the work required to reactivate the abandoned water lines will be completed along with any other regulatory requirements that may be required to operate a separate irrigation water system and included in the Summary Technical Memorandum.

Task 4 – Opinion of Probable Cost

\$7,100

An opinion of probable construction cost and a cost to benefit ratio will be evaluated and prepared for four alternatives as follows:

- No action – this alternative is what the residents of Willowbank CSA will pay for remaining connected to the City of Davis potable water system. This will be used as a comparison against the other remaining alternatives.
- Individual Homeowner Well Alternative – this option will look at design and constructing of private wells that will supply the individual homeowners or supplying groups of homeowners.
- Irrigation Only Water Well Alternative –this option would include a separate well for irrigation only flows which would use the previously abandoned water system piping with modification to deliver irrigation water. It is assumed that the client will be able to provide a water system map that shows the location and the type of mains of this water system that is being converted to irrigation.
- Irrigation Only Water Well New Pipe Alternative –this option would include a separate well for irrigation only flows conveyed through new piping and a combination of new and old piping where applicable. These costs will be presented in tabular form by neighborhood.

The opinion of probable construction cost will be provisions for meters for all of the new irrigation services along with the other appurtenances as described herein and included in the Summary Technical Memorandum.

Task 5 – Summary of Alternatives and Recommendations

\$6,100

A technical memorandum (TM) will be authored that summarizes the work completed to evaluate the available alternatives for water supply to the Willowbank CSA. The TM will provide the criteria for evaluation and a method of scoring of the alternatives in addition to the overall costs and cost to benefit ratio. The alternatives will be discussed and evaluated with a recommendation presented for moving forward.

Deliverable: Technical Memorandum summary of the evaluations, costs and recommendations for the feasibility of a separate irrigation system.

Mr. John Cooluris
December 10, 2014
Page 4

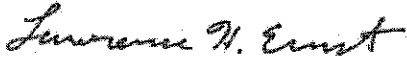
PROJECT COST

The total cost to perform the tasks described above includes outside services and direct expenses (rounded). All work would be billed on a time and materials basis in accordance with Wood Rodgers' 2015 Schedule of Fees (enclosed), not to exceed \$26,200 without prior written authorization.

We look forward to working with you on this project, if you have any questions or require additional information; please call Jeff Lodge at (916) 341-7421 (office) or (916) 317-6108 (cell).

Sincerely,

IN AGREEMENT WITH THE ABOVE TERMS:
Yolo County.



Lawrence H. Ernst, PG
Principal

By: _____

Name: _____

Title: _____

Special Conditions:

1. This proposal is based on the Client entering into our standard contract. Any scope of work completed after December 31, 2015 will be subject to annual rate increases.
2. Reimbursable costs (printing and travel) are not included in the above fee estimate and will be charged on a Time and Materials basis.

We have included Exhibit "A" Wood-Rodgers Invoicing, Payment & Liability Policies as part of this proposal. We have also included Exhibit "B", an hourly rate Fee Schedule to be used for time and materials costs, and in the event of Client requested changes which impact the current scope of services. To authorize this work, please return a signed copy of this proposal. Should you have any questions, please do not hesitate to call.

Exhibit "A"

WOOD RODGERS, INC. INVOICING PAYMENT & LIABILITY POLICIES

1. "Reimbursable expenses" are not included in proposal costs, and shall include actual expenditures made by Wood Rodgers Inc. in the performance of its services (blueprints, reproductions, etc.) and billed at the actual cost to Wood Rodgers, Inc.
2. Invoices are submitted monthly by Wood Rodgers, Inc, Client shall notify Wood Rodgers, Inc. in writing of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers, Inc. does not receive full payment within thirty (30) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers, Inc. in connection with collection of delinquent accounts of Client.
4. Wood Rodgers, Inc. may choose to suspend work upon ten (10) days written notice to Client. If a delinquency occurs Wood Rodgers, Inc. may recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers, Inc. chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers, Inc. suspends its work pursuant to this paragraph, Wood Rodgers, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers, Inc. harmless from and against any and all damages, costs, attorney's fees, and/or other expenses, which Wood Rodgers, Inc. may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers, Inc. recognize the risks, rewards and benefits of the project and Wood Rodgers, Inc. total fee for services. The risks have been allocated such that Client and Wood Rodgers, Inc. agrees that, to the fullest extent permitted by law, Wood Rodgers, Inc. total liability to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability of \$30,000. Such causes include but are not limited to Wood Rodgers, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.

FILED

DEC 09 2014

RESOLUTION NO. 14 - 124

BY Julie Hackett CLERK OF THE BOARD
DEPUTY

(Resolution Adopting One-Time Assessment and Charges for Water Service Feasibility Study
in the Willowbank County Service Area)

WHEREAS, this Board of Supervisors ("Board") is authorized by Government Code Sections 25210 and following to provide water service in the Willowbank County Service Area and to levy service fees and charges to pay for those services; and

WHEREAS, in 1996 this Board previously exercised that authority to provide for the maintenance and operation of water systems servicing the Willowbank County Service Area; and

WHEREAS, although the costs of providing those services have increased since then, the services fees and charges have not been increased since 1996; and

WHEREAS, on September 23, 2014, a written board report, was filed with this Board recommending a one-time assessment for water services including a water and irrigation feasibility study for the Willowbank County Service Area, for the fiscal year 2014-15; and

WHEREAS, based upon that report, on September 23, 2014 this Board initiated proceedings to consider adopting the Willowbank County Service Area water service assessment, and set a public hearing for 9:00 a.m. on December 2, 2014 to consider the proposed assessment, the report, any protests against the proposal, any other information in support of or in opposition to the proposal, and all other relevant information; and

WHEREAS, thereafter the Clerk of this Board gave notice, at the times and in the manner required by law, that this Board would hold a public hearing during its regular public meeting on December 2, 2014 at 625 Court Street, Woodland, California, to consider approval of the water service assessment; and

WHEREAS, said Notice contained the date, time, and place of the public meeting as set forth above; a general explanation of the matter to be considered; the amount of the assessment proposed to be imposed upon each parcel, the basis upon which the amount of the proposed assessment was calculated, and the reason for the assessment; and stated that a detailed assessment analysis concerning the proposed assessment, including the cost or estimated cost of providing the service for which each assessment is proposed to be charged, the revenue sources anticipated to provide the service (including general fund revenues), and the bases of the allocation of the cost of the services, was available for review at the Office of the Clerk of the Board; and

WHEREAS, on December 2, 2014 the proposed increases came on regularly for hearing before this Board during its regular public meeting, at the time and place specified in the Notice; and

WHEREAS, on December 2, 2014, this Board opened a public hearing on the water and irrigation feasibility study service charges; and

WHEREAS, on December 2, 2014, the public hearing for levying fees and charges for water and irrigation feasibility study service for the Willowbank County Service Area was conducted; and

WHEREAS, at said hearing, this Board reviewed and considered the proposed assessment, all supporting information including but not limited to the data described above, any ballots received in support or protest against the proposal, any other information in support of or in opposition to the proposal, and all other relevant information presented as prescribed by law; and

WHEREAS, at that time, an opportunity was given to all interested persons, organizations, and agencies to present oral or written testimony and other information concerning the proposed fees and all related matters; and

WHEREAS, the public hearing was thereafter closed, on December 2, 2014; and

WHEREAS, 18 written protest ballots had been filed with the Clerk of the Board, and 0 further protest ballots were submitted prior to or during the December 2, 2014 hearing; and

WHEREAS, 57 written support ballots had been filed with the Clerk of the Board, and 0 further support ballots were submitted prior to or during the December 2, 2014 hearing; and

WHEREAS, on December 2, 2014, Resolution No. 14-124 was brought forth to the Board of Supervisors for approval including the assessment noticed through letters to the Willowbank County Service Area, public notices, staff reports, and at the public hearing; and

NOW THEREFORE BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. There are 128 parcels subject to the proposed water service assessment; the 18 protest ballots do not exceed the number of 57 support ballots and are therefore not sufficient to constitute a majority protest.
3. This Board of Supervisors hereby adopts the Willowbank County Service Area Report, Notice of Proposed Assessment Proceedings and Public Hearing attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Based upon the foregoing, this Board is authorized to levy and collect the assessment for water services on parcels lying within the Willowbank County Service Area on a one-time basis, in the amount as is stated in the Notice of Proposed Assessment Proceedings and Public Hearing on a per parcel basis for the fiscal year 2014-15.

5. This Board further finds that each of the following is true and correct:
- A. The assessment imposed herein is a levy other than an ad valorem tax, and is imposed upon a parcel or a person for a special benefit conferred upon the real property.
 - B. This water service assessment is a property related services, having a direct relation to property ownership.
 - C. Revenues derived from the assessment imposed herein will not exceed the funds required to provide the water and irrigation feasibility study services in the Willowbank County Service Area.
 - D. The revenues derived from the assessment will not be used for any other purpose other than that for which the assessment is imposed.
 - E. The assessment imposed herein does not exceed the proportional cost of service attributable to each parcel.
 - F. No assessment is imposed unless water and irrigation feasibility study service is actually provided to, the owner of the property in question.
 - G. No assessment is imposed for any general governmental service or any service where the service is available to the public at large in substantially the same manner as it is to property owners.

8. This Board further finds that each parcel set forth in said revised written report is a parcel lying within the Willowbank County Service Area for which water services are available and that each such parcel is a parcel of real property receiving said services in the Willowbank County Service Area.

9. It is further ordered that the assessment charges as levied herein shall be collected at the same time and in the same manner as ordinary County Ad Valorem Taxes are collected and as provided in Chapter 8 of Title 3 of the Yolo County Code or as directed by the Auditor-Controller-Treasurer-Tax Collector of the County of Yolo.

10. The Clerk is hereby ordered to forward a certified copy of this resolution to the Auditor-Controller-Treasurer-Tax Collector of the County of Yolo, and the Auditor-Controller-Treasurer-Tax Collector is hereby requested to post said assessment charges beginning in the 2014-15 tax roll of the County or in a manner appropriate due to charge imposition after the publishing of the 2014-15 tax roll.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 2nd day of December, 2014, by the following vote:

AYES: **Rexroad, Provenza, Chamberlain, Villegas, Saylor.**
NOES: **None.**
ABSENT: **None.**
ABSTENTION: **None.**



Don Saylor, Chairman
Board of Supervisors
County of Yolo, State of California

Attest:
Julie Eastler, Clerk of the Board of Supervisors

By  Deputy (Seal)


Philip Pogledich, County Counsel
Approved as to Form:

By 
Eric May, Deputy