TO: Mayor and City Council

FROM Mark J. Madison, Director of Municipal Utilities

SUBJECT: RESOLUTION: AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE WOODBRIDGE IRRIGATION DISTRICT

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a reimbursement agreement with the Woodbridge Irrigation District in the amount not to exceed $49,000 for environmental studies associated with the Agreement for Purchase of Water from the Woodbridge Irrigation District by the City of Stockton and authorizing the City Manager to take appropriate actions to carry out the purpose and intent of the resolution.

SUMMARY

This action will reimburse the Woodbridge Irrigation District for the City of Stockton's share of the environmental studies necessary for the Agreement for Purchase of Water from the Woodbridge Irrigation District by the City of Stockton, dated January 22, 2008.

DISCUSSION

Background

On January 22, 2008, by Resolution 08-0027, the City of Stockton entered into a water purchase agreement with the Woodbridge Irrigation District. The 40-year agreement provides for an initial 6,500 acre-feet of Mokelumne river water with a provision for an additional 6,500 acre-feet to be made available as additional lands annex north of Eight Mile Road within the Woodbridge Irrigation District service area.

The U.S. Fish and Wildlife Service Biological Opinion written for the Delta Water Supply Project stipulates a mandatory pumping curtailment beginning in March and continuing into June of each year. In order to maintain treated water delivery from the Delta Water Supply Project water treatment plant, an alternate supply is beneficial. Woodbridge Irrigation District water deliveries will fill that gap and provide an additional source of water into the future.

Payments to the Woodbridge Irrigation District for water do not begin until the California Environmental Quality Act environmental studies are completed. Section 11 of the water
RESOLUTION: AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE WOODBRIDGE IRRIGATION DISTRICT

Page 2

purchase agreement stipulates the City and Woodbridge would share the cost of environmental review on a 50% basis.

Current Situation

Woodbridge Irrigation District, as lead agency for environmental review, hired Environmental Science Associates to conduct the necessary studies in accordance with California law. The cost for these studies is anticipated not to exceed $97,833, of which the City is obligated to share 50%, or $48,916.50.

FINANCIAL SUMMARY

Sufficient funds are available in account number 421-4210-572.20-65 (Water Utility Enterprise Fund Administration – Professional Services) for the aforementioned services in the amount of $49,000.

PREPARED BY: Robert Granberg

Respectfully Submitted,

MARK J. MADISON
DIRECTOR OF MUNICIPAL UTILITIES

Approved by:

J. GORDON PALMER, JR.
CITY MANAGER
Resolution No. ____________

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT, IN AN AMOUNT NOT TO EXCEED $49,000, WITH THE WOODBRIDGE IRRIGATION DISTRICT FOR ENVIRONMENTAL STUDIES IN SUPPORT OF THE WATER PURCHASE AGREEMENT

The City of Stockton and Woodbridge Irrigation District entered into a water purchase agreement on January 22, 2008, for 6,500 acre-feet of Mokelumne River water for the Delta Water Supply Project; and

The water purchase agreement stipulates that the City of Stockton and Woodbridge Irrigation District would share the cost of environmental studies pursuant to the California Environmental Quality Act; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Reimbursement Agreement between the City of Stockton and the Woodbridge Irrigation District for environmental studies is hereby approved.

2. The City Manager is hereby authorized to execute the Reimbursement Agreement for environmental studies, which is attached hereto as Exhibit "A" and incorporated herein by reference.

3. The City Manager is hereby authorized to take such other actions as are appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED ________________________

ANN JOHNSTON
Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

City Atty:
Review
Date February 17, 2009
CITY OF STOCKTON AND WOODBRIDGE IRRIGATION DISTRICT
ENVIRONMENTAL STUDIES REIMBURSEMENT AGREEMENT

This City of Stockton and Woodbridge Irrigation District environmental studies reimbursement agreement ("Reimbursement Agreement") is made and entered into on __________________, 2009 by and between the City of Stockton, a municipal corporation, referred to as "CITY," and the Woodbridge Irrigation District, referred to as "DISTRICT."

RECITALS

CITY and DISTRICT entered into a 40-year water purchase agreement on January 22, 2008; and

CITY and DISTRICT are obligated to share in the cost of the California Environmental Quality Act studies on a 50/50 basis; and

DISTRICT entered into a Professional Services Agreement with Environmental Science Associates (ESA) on June 17, 2008 as shown as Exhibit A; and

DISTRICT and ESA modified the Professional Service Agreement on January 7, 2009, for additional fisheries analysis, as shown as Exhibit B; and

CITY acknowledges ESA's Professional Services Agreement, as modified, will properly analyze the environmental affects of this water purchase agreement; and

TERMS AND CONDITIONS

In consideration of these premises and the mutual promises contained herein, the parties hereto agree as follows:

1. RECITALS: Each of the parties hereto represents and warrants each to the other, that the above recitals are true and correct.

2. PREPARATION AND APPROVAL OF ENVIRONMENTAL DOCUMENTATION: DISTRICT shall cause to be prepared, through the services of ESA, an Initial Study and other related California Environmental Quality Act compliance consulting services to support the water purchase agreement to the satisfaction of the DISTRICT and the CITY.
7. **AUDIT:** CITY or its designee shall have the right, during normal business hours and upon reasonable notice to DISTRICT, to inspect and copy all books, records, accounts and other material of DISTRICT pertaining to costs and expenses incurred by DISTRICT for the work. DISTRICT further agrees to maintain such records for a period of three (3) years after final payment under this Reimbursement Agreement.

8. **ATTORNEY FEES & COSTS:** In the event of the bringing of an action or suit by either party against the other arising out of this Reimbursement Agreement the prevailing party shall be entitled to recover from the other part its reasonable attorneys fees (including in-house attorneys) and costs of suit.

9. **NOTICES:** All notices required shall be in writing, and delivered in person or sent by United States mail, postage prepaid.

   Notices to CITY shall be addressed as follows:

   City of Stockton  
   Municipal Utilities Department  
   Attn: Mark Madison  
   2500 Navy Drive  
   Stockton CA, 95206

   Notices to DISTRICT shall be addressed as follows:

   Woodbridge Irrigation District  
   Attn: Anders Christensen, General Manager  
   18777 N. Lower Sacramento Road  
   Woodbridge, CA 95258

   Provided that any party may change such address by notice in writing to the other party and, thereafter, notices shall be addressed and transmitted to the new address.

10. **SEVERABILITY:** If any part of this Reimbursement Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Reimbursement Agreement shall be given effect to the fullest extent reasonably possible.

11. **APPLICABLE LAW:** The provisions of this Reimbursement Agreement and any and all disputes arising there from shall be governed by the laws of the State of California.

12. **SUCCESSORS & ASSIGNS:** This Reimbursement Agreement shall bind and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and assigns.

13. **INTEGRATION CLAUSE:** This Reimbursement Agreement represents the
entire and integrated agreement between the parties regarding the matters set forth herein and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by the parties.

14. **REQUIRED SIGNATURES:** The undersigned represent and warrant that the individuals signing on their behalf are duly authorized to execute this Reimbursement Agreement and to bind the parties.

**IN WITNESS** the parties have caused this Reimbursement Agreement to be executed by their duly authorized representatives as of the date set forth above.

CITY OF STOCKTON

By: __________________________

ANN JOHNSTON

MAYOR

WOODBIDGE IRRIGATION DISTRICT

By: __________________________

Anders Chrisensen

Title: __________________________

KATHERINE GONG MEISSNER

City Clerk of the City of Stockton

APPROVED AS TO FORM:

JOHN M. LUESBERKE

Assistant City Attorney
June 17, 2008

Andy Christensen
General Manager
Woodbridge Irrigation District
18777 N. Lower Sacramento Road
Woodbridge, CA, 95258

Robert Cranberg
Deputy Director Water Resources
City of Stockton Municipal Utilities Department
2500 Navy Drive
Stockton, CA, 95206

Subject: Second Revised Proposal for the Woodbridge Irrigation District-City of Stockton Municipal Utilities Department Water Transfer Project to include an Initial Study and other related CEQA Compliance Consulting Services.

Dear Mr. Christensen:

Environmental Science Associates (ESA) is pleased to submit our second revised proposal to provide environmental consulting services for the Woodbridge Irrigation District (WID) - City of Stockton Municipal Utilities Department (City MUD) Water Transfer Project, to include preparation of an Initial Study and related CEQA compliance activities. We have updated the proposal as requested by your legal team. The revised proposal includes all changes proposed by the WID legal team through June 9th, 2008. As requested, we have left the proposed fisheries analysis as optional. We have also added other changes, including updates to the timeframe for deliverables, incorporating additional time for response to EBMUD comments on the administrative draft IS (Task 4), and modification of the description of the Biological Resources Analysis to specifically call out fisheries (Task 3). We would like to thank you for your input, and look forward to commencing our analysis in support of the proposed water transfer.

Thank You,

Leslie Moulton
Vice President
Director - ESA Water

Robert Eckard
Senior Associate
ESA Water
PROPOSAL CONTENTS
Woodbridge Irrigation District
City of Stockton Municipal Utilities
Department - Water Transfer Initial Study

SECTION 1. Project Understanding/Scope of Work
   Project Understanding                        1-1
   Technical Approach                           1-2

SECTION 2. Project Team
   ESA's Central Valley Water Group            2-1
   Project Team                                 2-1

SECTION 3. Points of Contact                  3-1

SECTION 4. Conflict of Interest Statement     4-1

SECTION 5. Cost and Assumptions               5-1

Table 1. Labor Detail and Expense Summary     
Table 2. ESA Non-Labor Expenses
Environmental Science Associates
Professional Services Agreement

www.esassoc.com

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of June, 2008, by and between Environmental Science Associates (hereinafter ESA), a California corporation and Woodbridge Irrigation District ("Client"). In consideration of the undertakings and agreements hereinafter set forth, the parties agree as follows:

1. Services
   The specific professional services ("Services") to be performed by ESA on behalf of Client are described in the attached proposal dated June 17, 2008 attached to this Agreement as Exhibit A ("Proposal"). Client and ESA may amend the services only by written Change Order executed by both parties. All Services authorized by Change Order referencing this Agreement shall be subject to the terms of this Agreement except as otherwise modified in writing by mutual consent. ESA reserves the right to refuse to accept any proposed Change Order tendered by Client. Any schedule requirements applicable to ESA's Services shall be set forth in Exhibit A or any Change Order. The Services in Exhibit A and the budget for those Services reflect ESA's best professional judgment and are based on the information provided by Client concerning the proposed Project's nature and location as appropriate, ESA's knowledge of and experience with the public agencies likely to become involved; the environmental sensitivity of the Property; and the extent of likely controversy concerning the Project. For Services relating to a document required by CEQA or NEPA, Client understands that the precise requirements for legal adequacy are not defined in the California statute or CEQA Guidelines or in the Code of Federal Regulations and are subject to the judgment and interpretation of public officials and the courts. Client understands that ESA cannot provide a guarantee of the maximum cost and time required to complete the Services called for under this Agreement due to circumstances beyond our control. ESA cannot provide a guarantee that any proposed project that is the subject of the services to be required pursuant to this Agreement will be approved or permitted. ESA’s obligations to perform the Services are specifically subject to the issuance of all permits, licenses, approvals or other documents required to enable ESA to perform the Services.

2. Compensation for Services
   The method of payment by Client, whether on a firm fixed price, a time and materials basis or cost plus fixed fee, together with the applicable rate schedule shall be set forth in Exhibit B or any Change Order agreed to by ESA and Client. Client agrees to pay all sales, use, excise, gross receipts or other taxes, imposed upon the services rendered by ESA; any taxes shall be added to the total compensation due ESA. Where the method of payment is on a time and materials basis, ESA shall upon request, furnish to Client a proposed budget for the Services specified. ESA shall not invoice Client for amounts in excess of the specified budget without first obtaining Client's authorization by letter or email. However Client acknowledges that notwithstanding any contrary language, ESA’s budget shall not be construed as a "guaranteed maximum price" to perform the described Services.

3. Invoices and Payments
   (a) Invoices shall be submitted periodically. Any unpaid balances shall draw interest at one and one-half percent (1 1/2%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices which are payable in full.
   (b) When the method of payment is on a fixed price or lump sum basis, the monthly invoices shall be for the percent of the total fixed price that corresponds with the estimated percent of work completed (technical percent complete) during the prior month, less previous billings.
   (c) When the method of payment is other than fixed price or lump sum (e.g., time and materials, cost plus fixed fee), invoices shall provide the following information: (i) total number of hours worked in performing the Services, (ii) total labor costs, and (iii) listing of reimbursable expenses itemized by type of charge. Any additional documentation required, or time and materials spent compiling information beyond that
supplied by the invoice, are considered additional effort and will be billed to Client.

(d) All payments should be remitted to the address indicated in the invoice.

4. Term
This Agreement shall become effective as of the date executed by both parties below and the initial term shall be for the period of performance only; unless otherwise extended in writing.

5. Compliance with Laws and Professional Standards
ESA shall perform the Services in accordance with prevailing professional standards and ethics, and in compliance with valid and applicable governmental laws, rules and regulations. If ESA believes that compliance with Client’s directions could violate applicable professional standards or ethics, or applicable governmental laws, rules or regulations, then ESA shall so advise Client. Client and ESA shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing a solution, either party may terminate this Agreement in accordance with Paragraph 16.

6. Standard of Care
The Services will be performed on behalf of and solely for the exclusive use of Client and for no others except where Federal or state law mandates oversight by a Federal or state agency. The Services performed by ESA shall be conducted in a manner consistent with generally accepted environmental principles and practices utilized by competent environmental firms in the same locale acting under similar circumstances and conditions at the time services are rendered. EXCEPT AS SET FORTH HEREIN, ESA MAKES NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ESA TO CLIENT.

7. Deliverables
All deliverables, including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by ESA hereunder shall become Client’s property upon final payment for ESA’s Services. ESA shall retain copies of all deliverables for its files. Except in the case of a program EIR or master or a programmatic EIS or unless expressly stated by ESA to the contrary, Client acknowledges that such deliverables are not intended or represented to be suitable for reuse by Client or others on any extension of the project or on any other project. Reuse of the deliverables by Client or third parties without the opportunity for adaptation by ESA and absent ESA’s written consent, shall be at the Client’s sole risk.

8. ESA Insurance
ESA shall maintain, during the term of this Agreement, at least the following insurance coverage:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Worker’s Compensation Coverage A</td>
<td></td>
</tr>
<tr>
<td>(b) Employer’s Liability Coverage B</td>
<td>$100,000</td>
</tr>
<tr>
<td>(c) Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(d) Comprehensive Automobile Liability (Combined single limit)</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>(e) Professional Liability</td>
<td>$1,000,000 per claim $1,000,000 aggregate</td>
</tr>
</tbody>
</table>

Insurance described in (c) and (d) shall list Client as an additional insured. All insurance coverage described above shall provide for 30 days prior notice to Client of cancellation in coverage. Certificates of insurance evidencing insurance required under this Paragraph will be provided at the request of Client.

Upon request, ESA shall furnish copies of insurance certificates evidencing that it maintains at least the above insurance coverage.

9. Limitation of ESA’s Liability to Client
ESA and Client have discussed the risks and rewards associated with this project as well as ESA’s fee for services. ESA and Client agree to allocate certain of the risks so that, to the fullest extent permitted by law, except for circumstances caused by the willful misconduct of or negligent performance of its duties by ESA or for bodily injuries and damage to property referred to in paragraph 10, all claims for damages of any kind arising out of the Services furnished under this Agreement and any Change Orders to this Agreement, including attorneys fees and costs, asserted against ESA by Client, Client’s members, Client’s architects, Client’s contractors, subcontractors, engineers and agents,
including claims against ESA’s directors, officers, shareholders, employees and agents, are limited to the greater of (i) $50,000; or (ii) the total invoiced dollar value of the Services provided by ESA under this Agreement. ESA is not responsible for any special, incidental, indirect or consequential damages (including loss of profits) incurred by Client as a result of ESA’s performance or nonperformance of Services. In such cases Client agrees to defend and indemnify ESA against any claim, demand or lawsuit by any third party for damages in excess of the amount set forth in this LIMITATION OF ESA’s LIABILITY TO CLIENT provision.

10. ESA’s Indemnification of Client

ESA shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all losses, damages, claims, liability, and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney’s fees) which any or all of them may hereafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, or damage (including loss of use) to any property (public or private), or contamination of or adverse effects on the environment, to the extent caused by (i) the negligent acts, negligent omissions or willful misconduct of ESA in the performance of the Services; or (ii) ESA’s breach of this Agreement.

11. Client’s Indemnification of ESA

Client shall defend, indemnify and hold harmless ESA and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liability and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney’s fees) which any or all of them may hereafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, or damage (including loss of use) to any property (public or private), or contamination of or adverse effects on the environment, arising out of or which are connected with (i) the negligent acts negligent omissions or willful misconduct of ESA or Client’s employees, agents, contractors or subcontractors; (ii) Client’s breach of this Agreement.

12. Required Disclosures by Client

(a) Client shall provide ESA all information that is known or readily accessible to Client, which may be reasonable and/or necessary for completion of the Services by ESA.

(b) Prior to the commencement of the Services or a Project, or at any time thereafter when new information becomes available to Client, ESA will provide prompt, full and complete disclosure to ESA of known or potential hazardous conditions or risks to the health or safety of ESA’s employees, agents and subcontractors that may be encountered at the Project site or in connection with the performance of the Services.

13. Modifications to Work

Client or ESA may request modifications or changes in the scope of Services to be performed under a Change Order. Any changes that are mutually agreed upon shall be incorporated into a written modification to the Change Order signed by both ESA and Client.

14. Force Majeure

Neither the Client nor ESA shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and that could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, war, riot, civil unrest, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Paragraph 16.

15. Project Delays

If ESA is delayed at any time in the progress of the Services for any specific activity under a Change Order (i) by an act, failure to act, or neglect of Client or Client’s employees or any other party, (ii) by changes in the scope of Services, or (iii) by delay authorized by Client and agreed to by ESA; then the time for completion shall be extended and an equitable adjustment made to the compensation if delays caused by any of the above events result in additional costs to ESA. Failing achievement of such a revision, ESA may terminate this Agreement in accordance with Paragraph 16.

16. Termination

(a) This Agreement may be terminated by either party upon thirty (30) days written notice (i) should the
other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the terminating party; or (ii) whenever the right to terminate is otherwise provided in this Agreement.

(b) If Client fails to make payment to ESA for the Services, ESA may, upon fourteen (14) days written notice to Client, suspend performance of the Services under this Agreement. In the event of suspension of the Services, ESA shall have no liability to Client for delay or damage incurred by Client because of such suspension of the Services.

(c) Irrespective of which party shall effect termination or the cause therefore, Client shall, within thirty (30) days of termination, compensate ESA for Services performed and for costs incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, modifying schedules, reassigning personnel.

17. Legal Proceedings

(a) In the event that legal action is brought by either party against the other, the successful party shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.

(b) Client shall be responsible for and pay ESA at its prevailing rates for all time spent by ESA employees in connection with any court, administrative or other legal proceedings with a third party, arising from or relating to Services provided under this Agreement, regardless of whether or not ESA is subpoenaed to appear at such proceedings by Client or any third party.

18. Site Access and Control

Client grants to ESA the right of entry to the Project site by ESA, its employees, agents and subcontractors, to perform the Services. If Client does not own the Project site, Client warrants and represents to ESA that Client has the authority and permission of the owner and occupant of the Project site to grant this right of entry to ESA.

19. Information Provided by Client

ESA shall indicate to Client the information needed for rendering the Services described in each Work Order. To the extent that ESA is required to rely solely upon information provided by client, without the opportunity for ESA to appropriately validate the accuracy and reliability of such information, Client agrees to waive any claim against ESA and to indemnify and hold harmless ESA from and against any and all claims, damages, losses, liability, and expenses, including attorney’s fees, that may arise from errors, omissions or inaccuracies in existing information provided to ESA by Client or others.

20. Client Representative

Client shall designate in each Work Order a person to act as Client’s representative with respect to the Services to be performed under that Work Order. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client’s policies and decisions with respect to ESA’s Services for the Project.

21. Independent Contractor

ESA shall have the status of an independent contractor, not that of an agent or employee. ESA shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors.

22. Entire Agreement

This Agreement, together with any Exhibits hereto, including but not limited to the following:

- Exhibit A Proposal
- Exhibit B Time and Materials Compensation Schedule

constitutes the entire understanding and agreement between the parties relating to the Services provided by ESA to Client and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the Services. This Agreement may be amended only by a written instrument signed by each party.

23. Precedence

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any Client-issued purchase order, requisition, notice to proceed or like document regarding the Services. In the event of a conflict between the terms or conditions of this Agreement and those of any Work Order, the terms and conditions of this Agreement shall control.

24. Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of any other jurisdiction.

25. Assignment, Successors and Assigns

This Agreement shall not be assigned by either party without first obtaining the written consent of the
other party, which consent shall not be unreasonably withheld, provided, however, ESA shall have the right to assign this Agreement to any of its subsidiaries with the consent of the Client. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

26. Survival
All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and ESA shall survive the completion of Services hereunder and the termination of this Agreement.

27. Waiver of Contract Breach
The waiver by one party of any breach of this Agreement, or the failure by one party to enforce at any time, or for any period of time, any of the terms and conditions of this Agreement, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any other provision, except for the particular instance.

28. Dispute Resolution
If any dispute arises out of or relates to this Agreement, or the breach thereof, then said dispute will first be referred to a panel consisting of at least one representative of ESA and of Client having authority to enter into agreements to settle the dispute. The panel will engage in any conference or discussion deemed appropriate under the circumstances to arrive at a settlement of the dispute. If the dispute cannot be settled through direct discussions by the panel representatives of the Parties, the Parties agree then to submit the matter to mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

In the event mediation fails to resolve the dispute within ninety (90) days or a longer time if agreed to by ESA and Client, ESA and Client agree that the dispute shall be resolved by judicial reference pursuant to the provisions of California Code of Civil Procedure §638-645.1. The cost of the referee shall be borne equally by each party or in such other manner as deemed equitable by the referee. Any referee must be a retired judge and should be experienced in resolving construction disputes. The referee shall be agreed upon the parties within ten (10) days of the demand for judicial reference. In the event the parties cannot agree on the selection of a referee, any party may petition the Superior Court in the County in which the project is located for the appointment of a qualified retired judge as the referee. Unless otherwise agreed by the parties, the reference proceeding shall be held in San Francisco, California.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the day and year first above written.

Client: Woodridge Irrigation Dist.
By: [Signature] 7-3-08
(Date)
Name: Anders Christiansen, Mgr.
(Printed Name)
Title: Manager/Fac/Team

ENVIRONMENTAL SCIENCE ASSOCIATES
By: [Signature] 7-1-08
(Date)
Name: Leslie Moulton
(Printed Name)
Title: Vice President
SECTION 1
Project Understanding/Scope of Work

Project Understanding

Recent rulings to protect endangered fish in the Sacramento-San Joaquin Delta are anticipated to reduce the amount of water that the City of Stockton Municipal Utilities Department will be able to divert via the Delta Water Supply Project (DWSP). The withdrawal reductions are likely to be enforced during springtime months, constraining the amount of water that could be withdrawn by the City to meet municipal and industrial demand. The DWSP, currently in the design phase, would supply water to meet the following needs:

- To replace declining and unreliable surface water supplies;
- To protect and restore groundwater resources; and
- To provide adequate water supply to accommodate planned growth

Such reductions in the volume of water supplied by the DWSP would represent a loss of available surface water to the City of Stockton, and would interfere with the City’s ability to meet the needs outlined above.

In order to supplement its water supply for municipal and industrial use, the City of Stockton Municipal Utilities Department (City MUD) has entered into an Agreement with Woodbridge Irrigation District (WID) to purchase up to 6,500 acre feet per year (AF/yr) of Mokelumne River water for a duration of 40 years. The water would be made available to the City MUD under WID’s Mokelumne River appropriative water right holdings that date to the late 1880’s. Conservation measures occurring within WID, including changes in cropping patterns and conversion to drip irrigation by growers in the District, as well as conversion of land within the WID service area from agricultural to municipal and industrial (M&I) uses, will make available water for transfer.

Under the Agreement, water would be conveyed by WID to the City MUD from March to July via an existing, lined WID canal. The City MUD would then treat the water at the DWSP water treatment plant, currently in design, prior to distribution via existing City facilities.
WID canal improvements to the District’s Wilkerson Lateral will be required prior to water delivery, consisting of replacement of the culverts at the Lower Sacramento Road and Armstrong Road crossings, and piping approximately 1000 feet of the lateral along the Kahler Dairy property. Upon completion of such work, the existing canal will deliver water to the DWSP water treatment plant property. An additional pipeline connection from the WID canal point of delivery to the treatment facility will be installed by the City as a portion of this project. Water would be delivered by gravity feed along the entire extent of the canal/conveyance system.

ESA will prepare an Initial Study in accordance with the requirements of the California Environmental Quality Act (CEQA) and identify any potentially significant environmental impacts along with feasible mitigation that can reduce the intensity of such impacts. Given the nature of the project, we anticipate that relatively low levels of impact would result from initial setup of the system and its operation. Consistent with requirements for preparation of an Initial Study, ESA will work with the WID and the City of Stockton to identify and incorporate mitigation measures into the project description to help reduce any adverse impacts associated with the project to less than significant.

Technical Approach

The following discussion presents our technical approach to completing the anticipated scope of work:

Task 1 – Project Kick Off

ESA will review available information including existing environmental and engineering reports, special studies and other pertinent information. ESA will prepare a meeting agenda and attend one kick-off meeting with the WID and the City of Stockton to define roles, contact procedures, scope of work, and tour the project site.

Meeting: One (1) Project Team Kick-off Meeting and Site Visit

Task 2 – Project Description

Based on the information provided by the WID and the City of Stockton, ESA will prepare a Project Description for the Draft Initial Study that meets the requirements of CEQA. As required by CEQA, the Project Description will be complete with the precise location and boundaries of the Proposed Project, a statement of the objectives of the Proposed Project, and a general
description of the Proposed Project’s technical, environmental, engineering and/or construction aspects.

**Task 3 – Prepare Administrative Draft Initial Study**

ESA will prepare an Initial Study that will identify potential environmental impacts and describe measures that could be implemented to avoid or reduce the intensity of each potential impact. As required by CEQA, the Initial Study will address all of the anticipated impacts that may be associated with the Project including:

- Hydrology and Water Quality
- Biological Resources and Fisheries
- Cultural Resources
- Air Quality and Greenhouse Gases
- Climate Change
- Public Health
- Public Services and Utilities
- Transportation Traffic
- Land Use
- Aesthetics
- Geology and Soils
- Hazards and Hazardous Materials
- Noise
- Population, Employment and Housing
- Fisheries Resources (Optional In-Depth Analysis)

For each of the above resource areas, ESA will describe the environmental setting, establish clear impact significance criteria for each issue, and conduct the necessary analyses to determine whether an impact is significant or less than significant. The following paragraphs identify the focused technical work we propose to complete, in seven key areas to insure adequate CEQA compliance. Additionally, a detailed analysis of potential fisheries impacts has been included as an optional issue area, if needed.

**Biological Resources and Fisheries**

ESA will prepare a Biological Resources Inventory Report to support the Initial Study. ESA will prepare a list of regionally occurring special
status plants and wildlife species based on database searches of the California Natural Diversity Database and the California Native Plant Society Inventory of Rare and Endangered Plants. Our field biologists will conduct a reconnaissance site survey for botanical and wildlife species that may be affected by the proposed project.

Additionally, ESA will address potential impacts to fisheries related to withdrawing water from the lower Mokelumne River. ESA analysts will rely upon existing, available hydrologic and fisheries data and supporting information to predict potential effects of the proposed project on fisheries resources. Optional additional studies of fisheries are provided for under the optional Fisheries Resources task, below.

ESA analysts will then determine potential biological resources and fisheries impacts based on the findings of the Biological Resources Inventory Report and the fisheries analysis. As required, ESA will recommend feasible and applicable mitigation to reduce impact levels.

**Hydrology and Water Quality**

The analysis of hydrology and water quality will include a detailed description of when and how much water would be conveyed to the City MUD, quality of the source water, effects related to making the water available. ESA analysts will also describe WID’s existing Mokelumne River diversion, including diversion rates over the last fifty years, and provide technical details regarding the estimated quality of water that would be delivered to the DWSP treatment plant via the WID transfer.

ESA analysts will assess the significance of potential impacts based on these characterizations. Where necessary, our water quality specialist will recommend feasible mitigation that would reduce the intensity of potential impacts.

**Cultural Resources**

ESA cultural resources specialists will review existing archaeological and cultural information available in archaeological and cultural resources archives. Information contained in site reports, surveys, and other archival information will be supplemented, as necessary, with contacts with Native Americans and a cursory site reconnaissance. If additional consultation is required, ESA will provide the needed services after revisiting scope, budget, and project schedule. We do not expect that the project will have a significant effect on cultural resources since all
Project activity would be confined to areas within the existing canal footprint.

**Air Quality and Greenhouse Gases**

The proposed Project would include limited use of heavy machinery to perform the needed canal improvements, including replacement of existing culverts, and potential installation of pipelines. Ongoing use of pumps to move water and other use of motorized equipment during project operations could also be included in the final Project description.

ESA’s experienced air quality and greenhouse gas emissions analysts will estimate the potential for increased emissions from project construction and operation. ESA will use applicable laws, policies, and regulations to develop significance criteria to be applied to the impact analysis, and to develop mitigation measures that will reduce air emissions to acceptable levels for the affected jurisdiction.

**Climate Change**

Emissions of CO₂ and other greenhouse gases during the needed canal improvements and Project operations would potentially contribute to climate change. Potential changes in hydrologic resources due to climate change, including timing of rainfall, flooding frequency and severity, and water supply availability, would potentially affect the proposed Project.

ESA’s experienced climate change analysts will use the most current scientific data, research, and policy available to assess both the potential for the proposed Project to contribute to climate change, and the potential effects of climate change on the proposed Project. As applicable and necessary, ESA will determine the significance of these effects and, if needed, provide feasible mitigation measures to reduce their intensity.

**Transportation and Traffic**

ESA’s traffic and transportation experts will investigate potential traffic impacts that would occur during the initial canal improvement procedures. For the reconstruction or replacement of roadway undercrossings and installation of a new pipeline, equipment and heavy trucks will use roads adjacent to active construction sites. Public streets or lanes may be temporarily closed during the installation of these facilities. Construction personnel will travel to and from active maintenance sites on a daily basis, generating additional local traffic.
ESA will determine the significance of the proposed Project effects and, as needed, prepare mitigation measures to reduce the significance of these impacts.

**Land Use and Secondary Effects of Growth**

The Project would provide an additional potable water supply to the City of Stockton, which could remove a constraint on population growth for the City and result in growth-related environmental effects. Because the Project would supplement water supply shortfalls for Stockton’s DWSP project, we anticipate that secondary effects of population growth and changes in land use will have been previously addressed by the DWSP EIR. ESA therefore anticipates incorporating DWSP EIR analyses for land use and growth effects into the CEQA documentation for this Project.

**Fisheries Resources (Optional Analysis)**

In the event that fisheries issues and potential fisheries impacts become evident for the proposed Project, ESA will include an optional fisheries analysis. In consultation with WID, ESA will retain a qualified fisheries expert to provide an analysis of the potential impacts of the proposed project on fisheries resources. If needed, this optional analysis will require an amendment to this scope and budget.

**Deliverables:** Administrative Draft Initial Study: five (5) hard copies, and two (2) CD copies

**Meeting:** One (1) Conference Call with the WID and the City of Stockton to discuss approach to analysis

**Task 4 – Finalize Initial Study**

One meeting will be held with WID, City of Stockton staff, and EBMUD, to review comments on the Administrative Draft Initial Study. ESA will incorporate the necessary revisions into the document, including
incorporating comments from EBMUD, as directed by WID. ESA will then prepare the finalized version of the Initial Study.

**Deliverables:** Final Initial Study: Five (5) hard copies, and two (2) CD copies

**Meeting:** one (1) Meeting with WID and City of Stockton Staff

**Task 5 – Determine Appropriate CEQA Documentation**

Upon completion of the final Initial Study and review by the applicant, ESA will attend a meeting with WID and City of Stockton staff to review the findings of the Initial Study. ESA’s CEQA specialists will work with WID and the City of Stockton to determine the appropriate level of review and environmental documentation needed to meet CEQA requirements for the proposed Project. ESA will then prepare and submit an amendment to this scope of work to complete the required documentation and CEQA process.

**Deliverables:** Scope Amendment: Five (5) hard copies, and two (2) CD copies

**Meetings:** one (1) CEQA Approach Determination Meeting

**Task 6 – Project Management**

ESA will manage scope, schedule and budget performance and ensure consistency and accuracy in work products.

**Team Management and Invoicing**

ESA’s Project Manager will oversee staff assignments, budget and schedule management and work progress and quality. ESA will submit monthly invoices for work to date. ESA will maintain regular contact with Department staff to coordinate work progress. ESA’s Project Director will review all work products and monitor ESA’s schedule, budget and scope performance.

**Meetings Summary**

As described for Tasks 1-5 above, ESA will participate in up to four team meetings or conference calls with WID and City of Stockton staff, consisting of the following:

- Kick off Meeting/Site Visit (1; Task 1)
1. Project Understanding/Scope of Work

- Conference call to discuss approach to analysis for Administrative Draft Initial Study (1; Task 3)
- Meeting to review comments on the Administrative Draft Initial Study (1; Task 4)
- CEQA Approach Determination meeting (1; Task 5)

Schedule

Scheduled milestones for the Initial Study and CEQA Approach are shown below.

- Notice to Proceed
  June, 2008
- Submit Administrative Draft Initial Study
  August, 2008
- Final Initial Study and Determine CEQA Approach
  September, 2008
SECTION 2
Project Team

ESA's Central Valley Water Group

ESA's Central Valley Water Group is focused on providing environmental compliance services for water and wastewater resource management and infrastructure projects. For over 38 years, ESA has been a leader in environmental planning and compliance services on complex wastewater and water projects throughout the state. Our team has provided a full range of environmental services from concept to completion for comprehensive master plans as well as specific projects – from water rights, drinking water supply, and water treatment plants to water transfers, pipelines, conveyances, reservoirs, and integrated water management plans. ESA provides planning and alternative screening, CEQA and NEPA, permitting, construction monitoring, mitigation and restoration.

ESA Central Valley Water Group’s growing staff of management professionals and senior technical analysts brings an array of water sector and environmental experience and expertise to ensure that your project will progress smoothly through the environmental compliance process. Our group continues to provide environmental support for major water projects including the Stockton Delta Water Supply Project, the San Joaquin Integrated Conjunctive Use Program, and the Los Vaqueros Reservoir Expansion project, and for a wide array of water rights and water transfer support, including the Cawelo Water Transfer, the Zone 7 Tulare Lake Transfer Project, the Freeport Element of the American River Use Strategy, and a Water Right Extension for Carmichael Water District.

Project Team

ESA has assembled a highly qualified team of environmental professionals to provide analysis and support for this water transfer project. Project Manager, Leslie Moulton has over 23 years at ESA directing CEQA compliance for water projects. Deputy Project Manager, Robert Eckard is an experienced CEQA practitioner who has supported technical analyses for water projects across California. Robert will serve as head technical analyst and be supported by a team of technical specialists in cultural and biological resources, air quality, traffic, and land use to address these impact issues.
The project team for the WID-City of Stockton Water Transfer Project is shown in the organizational chart below. The roles and a brief description of project team members follow on the next page. Resumes of all personnel are provided in Appendix A of this proposal.

Leslie Moulton, Director of ESA’s Water Group will serve as Project Manager. Ms. Moulton will direct the scope of the analysis, ensure schedule and budget performance as well as provide quality assurance/quality control on all deliverables.

Leslie Moulton is the California Practice Group Leader of ESA’s Water Group. Leslie has more than 23 years of program management and technical assessment experience on a wide range of water resource management programs as well as expertise in CEQA, NEPA and regulatory compliance relevant to biological and water resources.

Robert Eckard will serve as the Deputy Project Manager and Senior Water Resources Specialist. Robert will provide the day-to-day management of the project and be responsible for the oversight of the technical impact analysis and document preparation.

Robert has over seven years’ experience managing, developing and preparing environmental documentation for water, water development, and other environmental compliance projects. He specializes in hydrologic, riparian, and aquatic resources, is currently completing his dissertation in water quality at the University of California at Davis. His educational background and research have emphasized water quality, hydrology, and water rights in the Central Valley, as well as the effects of climate change on water resources in California.

Erich Fischer will serve as the Senior Biologist.

Erich is the Director of Land Management and Biological Resources for ESA’s Central Valley/Sierra Region. Erich has conducted biological assessments, permitting, and CEQA documentation for several water and wastewater projects throughout California.

Jack Hutchinson, PE will serve as Lead Traffic Analyst. He will manage the research and documentation related to transportation, circulation, and traffic. Jack has 30 years of experience in a wide range of transportation analyses, from planning-level impact analyses to operations and design evaluations. Jack is a registered Traffic Engineer in the State of California and a member of the Institute of Transportation Engineers.
Dr. Mitch Marken, Ph.D. is an Archaeologist. He has over 18 years of archaeological and management experience in the environmental field. He has completed environmental compliance training with the Federal Energy Regulatory Commission (FERC), and Section 106 compliance training from the Advisory Council on Historic Preservation. Dr. Marken has worked on various projects for National Environmental Policy Act (NEPA), National Historic Preservation Act and California Environmental Quality Act (CEQA) compliance throughout the United States for the U.S. Coast Guard, the U.S. Army, the U.S. Navy, and the ACOE.

Kathy Anderson is a Cultural Resources Specialist. She researches and writes for a variety of ESA projects involving cultural resources work. Her role entails establishing a base historic setting for the respective projects, coordinating the efforts of various cultural resource personnel in the creation of cultural resource documents, and contributing to the evaluation of various historic resources for eligibility for the National Register of Historic Places.

Mark Fogiel is a Biologist and Plant Ecologist with expertise in vegetation analysis, rare plant surveys and habitat analysis, and habitat management planning. Mark has prepared numerous wetland delineations and rare plant surveys, conducted planning for land management planning and exotic species removal, and performed GIS analyses for complex constraints and other applications. Mark is well versed with provisions and requirements of the California Environmental Quality Act (CEQA) and has extensive experience in preparation of a variety of CEQA documentation.

Matthew Morales is an Air Quality and Noise Analyst who prepares technical analyses for numerous planning and environmental projects related to infrastructure, natural resource management, and facility expansion. Trained in air quality and noise analysis, he is adept at applying noise and air quality models, such as Urban Emissions Model (URBEMIS) and the Federal Highway Administration (FHWA) Traffic Noise Prediction Model, to perform quantitative analyses for sections of National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents.
SECTION 3
Points of Contact

ESA's Sacramento office location and contact information is provided below. This office will be the primary point of contact for the Woodbridge Irrigation District and the City of Stockton Municipal Utilities Department throughout the duration of the proposed project.

Environmental Science Associates (ESA)
8950 Cal Center Drive, Building 3, Suite 300
Sacramento, CA, 95826
Phone: (916) 564-4500
Fax: (916) 564-4501

Project Manager: Leslie Moulton (916) 669-4726

Deputy Project Manager: Robert Eckard (916) 665-4745
SECTION 4
Conflict of Interest Statement

ESA is presently working with the City of Stockton MUD for ongoing environmental compliance on the Delta Water Supply Project, is presently preparing the Program EIR for the San Joaquin County Integrated Conjunctive Use Program, and is involved in the initial planning stages of the San Joaquin County's Freeport Element of the American River Use Strategy Project. However, ESA does not anticipate that these existing projects would provide any conflict of interest to this water transfer between WID and the City of Stockton. ESA does not have any current clients who may have a financial interest in the outcome of this project.
SECTION 5
Cost and Assumptions

ESA’s proposed cost for completion of a CEQA Initial Study for the WID-Stockton water transfer is $65,095. This figure includes all items discussed within the Scope of Work, above. Table 1 and Table 2 provide a breakdown of ESA’s projected costs. Briefly, costs are broken down by task, as defined in the Scope of Work, and by personnel, which includes directors, managers, technical analysts, graphics and GIS, and clerical categories. Project management is addressed in a separate Task 6, while quality control and review by senior staff are included in the time allotted for Tasks 1-6. The summary of expenses included in Table 2 identifies the reimbursable costs that are anticipated for the proposed Project.

The scope, schedule, and cost provisions of this proposal are based upon several assumptions. These assumptions are summarized below to further define the proposed scope of work. ESA recognizes that these assumptions may be subject to change during the course of the proposed study effort. While these changes would not necessarily result in modifications of scope, schedule, or cost, ESA must reserve the right to propose such modifications in the event of changes.

The following assumptions are included in this proposal:

- The performance period for this work extends for four (4) months, from June through September, 2008.
- Issues to be addressed in ESA’s proposed deliverables will be limited to those identified by ESA in this proposal. Issues that emerge after the start of work are not included in the attached Scope of Work or Cost for Completion, and would require an additional agreement among ESA, WID, and Stockton.
- There will be no substantive alteration to the project description during the scope of work.
- WID and City MUD staff will cooperate with the consultant team in a timely manner. Work will not be stopped or slowed by the WID, the City MUD, or others outside the study team. Should work be stopped or slowed, ESA will be reimbursed for the costs to date, subject to the proposed task limits on such costs.
• WID and the City MUD staff will review draft documents and provide comments to ESA in a timely manner. WID and the City MUD will also respond to information requests in a timely manner.

• The number of meetings at which ESA staff will be present will not exceed those discussed in the Scope of Work.

• Preparation of printed graphic materials specifically for use at public meetings will be the responsibility of WID and the City MUD.

• One round of administrative draft review is assumed for the proposed Initial Study.

• Preparation of printed materials in excess of those described in the Scope of Work shall be the responsibility of WID and the City MUD.
EXHIBIT A

PROPOSAL DATED JUNE 17, 2007 FOR WOODBRIDGE IRRIGATION DISTRICT
EXHIBIT B  
**TIME AND MATERIALS COMPENSATION SCHEDULE**

<table>
<thead>
<tr>
<th>Location</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Francisco</td>
<td>(415) 896-5900</td>
</tr>
<tr>
<td>Sacramento</td>
<td>(916) 564-4500</td>
</tr>
<tr>
<td>Oakland</td>
<td>(510) 859-5066</td>
</tr>
<tr>
<td>Petaluma</td>
<td>(707) 795-8900</td>
</tr>
<tr>
<td>Los Angeles</td>
<td>(213) 599-4306</td>
</tr>
<tr>
<td>San Diego</td>
<td>(858) 638-9900</td>
</tr>
<tr>
<td>Woodland Hills</td>
<td>(818) 702-6500</td>
</tr>
<tr>
<td>Portland</td>
<td>(503) 236-8118</td>
</tr>
<tr>
<td>Seattle</td>
<td>(206) 789-9658</td>
</tr>
<tr>
<td>Tampa</td>
<td>(813) 207-49</td>
</tr>
</tbody>
</table>

Project No. 20
EXHIBIT B
TIME AND MATERIALS COMPENSATION SCHEDULE

I. Personnel Category Rates

Charges will be made at the Category rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>$220.00</td>
</tr>
<tr>
<td>Senior Director II</td>
<td>$200.00</td>
</tr>
<tr>
<td>Senior Director I</td>
<td>$185.00</td>
</tr>
<tr>
<td>Director II</td>
<td>$175.00</td>
</tr>
<tr>
<td>Director I</td>
<td>$170.00</td>
</tr>
<tr>
<td>Senior Managing Associate / Technical Associate II</td>
<td>$160.00</td>
</tr>
<tr>
<td>Senior Managing Associate / Technical Associate I</td>
<td>$155.00</td>
</tr>
<tr>
<td>Managing Associate / Technical Associate II</td>
<td>$145.00</td>
</tr>
<tr>
<td>Managing Associate / Technical Associate I</td>
<td>$140.00</td>
</tr>
<tr>
<td>Senior Associate II</td>
<td>$125.00</td>
</tr>
<tr>
<td>Senior Associate I</td>
<td>$115.00</td>
</tr>
<tr>
<td>Associate III</td>
<td>$100.00</td>
</tr>
<tr>
<td>Associate II</td>
<td>$90.00</td>
</tr>
<tr>
<td>Associate I</td>
<td>$80.00</td>
</tr>
<tr>
<td>Environmental Tech II</td>
<td>$70.00</td>
</tr>
<tr>
<td>Environmental Tech I</td>
<td>$60.00</td>
</tr>
<tr>
<td>Senior Administrative / Graphics</td>
<td>$95.00</td>
</tr>
<tr>
<td>Administrative / Graphics</td>
<td>$80.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$65.00</td>
</tr>
</tbody>
</table>

(a) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.

(b) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

1. Transportation
   a. Company vehicle – $0.45 per mile
   b. Common carrier or car rental – actual multiplied by 1.15

2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Communications Fee

In-house costs for phone, e-mail, telecopier, regular postage, walk-up copier, and records retention – project labor charges multiplied by 3%
EXHIBIT B
TIME AND MATERIALS COMPENSATION SCHEDULE

C. Printing/Reproduction Rates

<table>
<thead>
<tr>
<th>ITEM</th>
<th>RATE/PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 1/2 x 11 b/w</td>
<td>$0.05</td>
</tr>
<tr>
<td>11 x 17 b/w</td>
<td>0.10</td>
</tr>
<tr>
<td>8 1/2 x 11 color</td>
<td>1.00</td>
</tr>
<tr>
<td>11 x 17 color</td>
<td>2.00</td>
</tr>
<tr>
<td>Covers</td>
<td>0.20</td>
</tr>
<tr>
<td>Binding</td>
<td>0.75</td>
</tr>
<tr>
<td>HP Plotter</td>
<td>25.00</td>
</tr>
</tbody>
</table>

D. Equipment Rates

<table>
<thead>
<tr>
<th>ITEM</th>
<th>RATE/DAY</th>
<th>RATE/WEEK</th>
<th>RATE/MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicles</td>
<td>$40.00 a</td>
<td>$180.00</td>
<td>500.00</td>
</tr>
<tr>
<td>Laptop Computers</td>
<td>50.00</td>
<td>200.00</td>
<td></td>
</tr>
<tr>
<td>LCD Projector</td>
<td>200.00</td>
<td>600.00</td>
<td></td>
</tr>
<tr>
<td>Noise Meter</td>
<td>50.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Pump</td>
<td>25.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surveying Kit</td>
<td>20.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Traps</td>
<td>40.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital Planimeter</td>
<td>40.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cameras/Video/Cell Phone</td>
<td>20.00</td>
<td></td>
<td>200.00</td>
</tr>
<tr>
<td>Miscellaneous Small Equipment</td>
<td>5.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GIS Computer Time</td>
<td>120.00 b</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trimble GeoXT GPS</td>
<td>75.00</td>
<td>350.00</td>
<td></td>
</tr>
<tr>
<td>GIS Imagery</td>
<td>1.50 c</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GIS Web Maps</td>
<td></td>
<td></td>
<td>200.00 d</td>
</tr>
<tr>
<td>Tablet GPS</td>
<td>100.00</td>
<td>400.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Laser Level</td>
<td>60.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garmin GPS</td>
<td>25.00</td>
<td></td>
<td>250.00</td>
</tr>
</tbody>
</table>

a Half day rate is $20.00. Actual project charges will be either $0.45 per mile or the day rate, whichever is higher.
b GIS computer time will be charged at $15.00 per hour.
c A GIS image is based on 800 x 1,000 pixels. Custom size will be charged accordingly.
d GIS Web Maps will be charge in $200 per unit of disk space.

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.
<table>
<thead>
<tr>
<th>Task Number / Description</th>
<th>Project Manager/ Team Lead</th>
<th>Senior Project Manager/ Director</th>
<th>Senior Analyst/ Senior Engineer</th>
<th>Team Support</th>
<th>Survey/ Graphic Design/ Mapping</th>
<th>Environmental/ Social Impact Analysis</th>
<th>ESA Assisitant/ BLM</th>
<th>ESA Consultant</th>
<th>ESA Subtotal</th>
<th>Subtotal</th>
<th>10% of Subtotal</th>
<th>Total Labor Hours</th>
<th>Total Labor Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2.2 Data collection and review, Project Description; Site Visit</td>
<td>600.00</td>
<td>925.00</td>
<td>185.00</td>
<td>165.00</td>
<td>115.00</td>
<td>90.00</td>
<td>100.00</td>
<td>115.00</td>
<td>95.00</td>
<td>115.00</td>
<td>65.00</td>
<td>5,110.00</td>
<td></td>
</tr>
<tr>
<td>3 Prepare Administrative Initial Study</td>
<td>12</td>
<td>52</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>30</td>
<td>30</td>
<td>32</td>
<td>25,330.00</td>
<td>16</td>
<td>8</td>
<td>3,250.00</td>
</tr>
<tr>
<td>4 Respond to Comments and Finalize Initial Study</td>
<td>19</td>
<td>38</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>25</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>14,040.00</td>
<td>4</td>
<td>2</td>
<td>3,250.00</td>
</tr>
<tr>
<td>5 Determine Appropriate CEQA Compliance Document</td>
<td>6</td>
<td>18</td>
<td>18</td>
<td>18</td>
<td>18</td>
<td>18</td>
<td>18</td>
<td>18</td>
<td>18</td>
<td>3,450.00</td>
<td>2</td>
<td>2</td>
<td>840.00</td>
</tr>
<tr>
<td>6 Project Management</td>
<td>16</td>
<td>24</td>
<td>24</td>
<td>24</td>
<td>24</td>
<td>24</td>
<td>24</td>
<td>24</td>
<td>24</td>
<td>8,200.00</td>
<td>5</td>
<td>8</td>
<td>1,020.00</td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td><strong>60</strong></td>
<td><strong>162</strong></td>
<td><strong>6</strong></td>
<td><strong>6</strong></td>
<td><strong>6</strong></td>
<td><strong>65</strong></td>
<td><strong>32</strong></td>
<td><strong>32</strong></td>
<td><strong>35</strong></td>
<td><strong>34</strong></td>
<td><strong>10</strong></td>
<td><strong>30</strong></td>
<td><strong>480</strong></td>
</tr>
<tr>
<td><strong>Subtotal - Labor Hours</strong></td>
<td><strong>12,000</strong></td>
<td><strong>20,250</strong></td>
<td><strong>1,110</strong></td>
<td><strong>1,110</strong></td>
<td><strong>900</strong></td>
<td><strong>7,690</strong></td>
<td><strong>2,880</strong></td>
<td><strong>3,200</strong></td>
<td><strong>4,140</strong></td>
<td><strong>53,240</strong></td>
<td><strong>3,230</strong></td>
<td><strong>1,150</strong></td>
<td><strong>1,850</strong></td>
</tr>
<tr>
<td>Percent of Effort - Labor Hours Only</td>
<td>12.5%</td>
<td>33.8%</td>
<td>1.3%</td>
<td>1.3%</td>
<td>1.3%</td>
<td>13.8%</td>
<td>6.7%</td>
<td>6.7%</td>
<td>7.5%</td>
<td>7.1%</td>
<td>2.1%</td>
<td>0.7%</td>
<td>120.0%</td>
</tr>
<tr>
<td>Percent of Effort - Total Project Cost</td>
<td>18.4%</td>
<td>51.1%</td>
<td>1.7%</td>
<td>1.7%</td>
<td>1.7%</td>
<td>17.7%</td>
<td>6.4%</td>
<td>4.9%</td>
<td>6.4%</td>
<td>5.0%</td>
<td>1.8%</td>
<td>3.0%</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

**ESA Labor Costs**

$59,570

$5,787

**ESA Non-Labor Expenses**

$3,738

$3,738

**Subtotal ESA Non-Labor Expenses**

$7,476

$7,476

**Subconsultant Costs**

$65,095
### Table 2
ESA Non-Labor Expenses

<table>
<thead>
<tr>
<th>Reimbursable Costs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Supplies</td>
<td>$250</td>
</tr>
<tr>
<td>Printing/Reproduction</td>
<td>$1,500</td>
</tr>
<tr>
<td>Document and Map Reproductions</td>
<td>$600</td>
</tr>
<tr>
<td>Postage and Deliveries</td>
<td>$400</td>
</tr>
<tr>
<td>Mileage</td>
<td>$400</td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>$</td>
</tr>
<tr>
<td>Lodging</td>
<td>$</td>
</tr>
<tr>
<td>Airfare</td>
<td>$</td>
</tr>
<tr>
<td>Other Travel Related</td>
<td>$100</td>
</tr>
</tbody>
</table>

Subtotal Reimbursable Costs $3,250
15% Fee on Reimbursable Expenses $488

**Total Reimbursable Costs** $3,738

### ESA Equipment Usage

<table>
<thead>
<tr>
<th>Equipment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Vehicle Usage</td>
<td>$</td>
</tr>
<tr>
<td>HP Plotter</td>
<td>$</td>
</tr>
<tr>
<td>GIS Computer Time</td>
<td>$</td>
</tr>
<tr>
<td>Trimble GeoXT GPS</td>
<td>$</td>
</tr>
<tr>
<td>Laptop Computers</td>
<td>$</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>$</td>
</tr>
<tr>
<td>Noise Meter</td>
<td>$</td>
</tr>
<tr>
<td>Sample Pump</td>
<td>$</td>
</tr>
<tr>
<td>Surveying Kit</td>
<td>$</td>
</tr>
<tr>
<td>Field Traps</td>
<td>$</td>
</tr>
<tr>
<td>Digital Planimeter</td>
<td>$</td>
</tr>
<tr>
<td>Cameras/Video/Cell Phone</td>
<td>$</td>
</tr>
<tr>
<td>Miscellaneous Small Equipment</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Equipment Usage Costs** $
### Table 2
ESA Non-Labor Expenses

#### Reimbursable Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Supplies</td>
<td>$250</td>
</tr>
<tr>
<td>Printing/Reproduction</td>
<td>$1,500</td>
</tr>
<tr>
<td>Document and Map Reproductions</td>
<td>$600</td>
</tr>
<tr>
<td>Postage and Deliveries</td>
<td>$400</td>
</tr>
<tr>
<td>Mileage</td>
<td>$400</td>
</tr>
<tr>
<td>Vehicle Rental</td>
<td>$-</td>
</tr>
<tr>
<td>Lodging</td>
<td>$-</td>
</tr>
<tr>
<td>Airfare</td>
<td>$-</td>
</tr>
<tr>
<td>Other Travel Related</td>
<td>$100</td>
</tr>
</tbody>
</table>

Subtotal Reimbursable Costs $3,250

15% Fee on Reimbursable Expenses $488

**Total Reimbursable Costs** $3,738

#### ESA Equipment Usage

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Vehicle Usage</td>
<td>$-</td>
</tr>
<tr>
<td>HP Plotter</td>
<td>$-</td>
</tr>
<tr>
<td>GIS Computer Time</td>
<td>$-</td>
</tr>
<tr>
<td>Trimble GeoXT GPS</td>
<td>$-</td>
</tr>
<tr>
<td>Laptop Computers</td>
<td>$-</td>
</tr>
<tr>
<td>LCD Projector</td>
<td>$-</td>
</tr>
<tr>
<td>Noise Meter</td>
<td>$-</td>
</tr>
<tr>
<td>Sample Pump</td>
<td>$-</td>
</tr>
<tr>
<td>Surveying Kit</td>
<td>$-</td>
</tr>
<tr>
<td>Field Traps</td>
<td>$-</td>
</tr>
<tr>
<td>Digital Planimeter</td>
<td>$-</td>
</tr>
<tr>
<td>Cameras/Video/Cell Phone</td>
<td>$-</td>
</tr>
<tr>
<td>Miscellaneous Small Equipment</td>
<td>$-</td>
</tr>
</tbody>
</table>

**Total Equipment Usage Costs** $-
January 7, 2009

Andy Christensen  
General Manager  
Woodbridge Irrigation District  
18777 N. Lower Sacramento Road  
Woodbridge, CA, 95258

Robert Granberg  
Deputy Director Water Resources  
City of Stockton Municipal Utilities Department  
2500 Navy Drive  
Stockton, CA, 95206

Subject: Contract Modification for Additional Fisheries Analysis

Dear Mr. Christensen:

Environmental Science Associates (ESA) would like to present the following modification to the existing contract to provide environmental consulting services for the Woodbridge Irrigation District (WID) - City of Stockton Municipal Utilities Department (City MUD) Water Transfer Project, dated June 17, 2008 and in the amount of $65,095. The existing contract includes preparation of an Initial Study and related CEQA compliance activities, and included provisions for an optional, detailed fisheries analysis. This contract modification provides scope and cost for the fisheries analysis by Robertson Bryan, Incorporated (RBI) as well as coordination with and management of RBI by ESA.

As requested, ESA has included an initial fisheries analysis subtask and a second, more detailed fisheries analysis subtask. The initial analysis will conclude with a preliminary draft of the fisheries Initial Study (IS) section and review by ESA, WID, and Stockton. ESA anticipates that this preliminary draft IS section may be sufficient to meet CEQA requirements, and that the second, more detailed subtask may not be needed. In the event that more detailed analysis is required, and only following approval by WID, ESA would authorize RBI to proceed into the second subtask, which provides for a more detailed analysis. Herein, ESA would work closely with WID, the City of Stockton, and RBI to assess the extent of further analysis, within the scope and budgetary framework provided in this contract modification.

We would like to thank you for your continued reliance on ESA for environmental compliance, and look forward to continuing our analysis in support of the proposed water transfer. Please contact us if you have any questions.

Thank You,

Leslie Moulton  
Vice President,  
Director - ESA Water

Robert Eckard  
Senior Associate  
ESA Water
CONTRACT MODIFICATION

ENVIRONMENTAL SCIENCE ASSOCIATES
8950 CAL CENTER DRIVE. SUITE 300
SACRAMENTO, CALIFORNIA 95826-3259

ESA ENVIRONMENTAL SERVICES AGREEMENT

THE AGREEMENT, dated the 17th day of June, 2008, by and between Environmental Science Associates, a California corporation (hereinafter referred to as “ESA”), and the Woodbridge Irrigation District (hereinafter referred to as "Client"), is hereby amended as follows this 7th day of January, 2009.

This modification of an agreement for professional services agreement (“Modification”) pertains to the existing professional services agreement that was entered into on the 17th day of June, 2008, by and between ESA and WID (“Client”). Only those items specifically identified below shall be modified; all other terms and conditions of the original contract shall remain in force under this Modification. In consideration of the undertakings and agreements hereinafter set forth, the parties agree as to modify the existing professional services agreement as follows.

Scope of Services; Time Schedule for Services, Cost of Services

ESA and the Client agree to the following items:

1. Task 3 of ESA’s June, 2008 scope shall include a detailed analysis of fisheries, as described in detail below.
2. The total cost shall increase by $32,768, including $4,950 allocated to ESA for ESA-RBI strategy development, coordination, management, and incorporation of technical data into the CEQA Initial Study (IS) document. This price represents the maximum foreseeable amount that would be required for the fisheries analysis, which may be truncated in scope and cost, as detailed below.
3. RBI shall initiate the additional fisheries analysis immediately upon receipt of a signed contract.

Detailed Scope of Services

Task 3 of ESA’s June, 2008 scope shall be modified to include the following additional items; detailed cost information is provided in Table 1 and Table 2.

Subtask 3.a – Preliminary Draft Fisheries IS Section

ESA will work closely with RBI to prepare a preliminary draft Fisheries IS section. RBI’s analysis will include review of the most recent version of the IS project description, coordination with ESA regarding scope and level of analysis, and identification of baseline conditions within the Mokelumne River, including historic and present-day Mokelumne River flows, diversions by WID, and information regarding the existing fisheries resources located along the lower Mokelumne River. RBI will then determine to what extent the proposed diversion schedule, for Phase I and separately for Phases I plus II, would align with existing and historic diversions made by WID, and make a determination regarding how the proposed diversions would or would not affect Mokelumne River fisheries resources.

RBI will then compose a preliminary draft fisheries IS section, including documentation of methodology, relevant background information, results from the analysis, a discussion of foreseeable impacts to fisheries
resources as a result of implementing the water transfer, and, if appropriate, identification of mitigation measures that could be incorporated into the Project to ensure that potential effects are less than significant. The preliminary draft IS section will include separate results and impact discussions for Phase I as well as Phase I plus Phase II.

Upon completion of the preliminary draft IS section, ESA will coordinate a teleconference meeting between WID, Stockton, RBI, and ESA to discuss the results of the preliminary analysis. ESA will then assist WID in determining whether the preliminary draft IS section will be sufficient under CEQA, or whether additional analysis will be required. If it is determined that the preliminary draft section would be sufficient, ESA will incorporate RBI's text into the administrative draft IS. If it is determined that additional information or analysis is required, ESA will initiate and coordinate Task 3.b.

**Subtask 3.b – Additional Fisheries Analysis**

This task includes the additional fisheries analysis that could be necessary to meet the requirements of CEQA, as per Task 3.a. The additional analysis will include, as necessary and relevant: refinement and addition of depth to the fisheries analysis discussed in Task 3.a, responses to comments on the preliminary draft fisheries IS section (e.g. Task 3.a), additional investigation of Mokelumne River flows upstream and downstream of Woodbridge, analysis of WID diversions, and other parameters and components relevant to fisheries as identified by RBI, ESA, and WID/Stockton. Separate analyses will be completed for flows under Phase I and Phase I plus Phase II of the proposed water transfer.

Upon completion of the detailed fisheries analysis, RBI will compose an updated draft fisheries IS section, including detailed documentation of methodology, relevant background information, results from the analysis, and a discussion of foreseeable impacts to fisheries resources as a result of implementing the water transfer. The draft IS section will include separate results and impact discussions for Phase I as well as Phase I plus Phase II.

As needed, ESA will then organize a teleconference meeting between WID, Stockton, RBI, and ESA to discuss the results of the detailed analysis. RBI will respond to comments as needed, and ESA will incorporate the completed analysis into the IS.
### TABLE 1: Pricing Proposal for Stockton-WID Water Transfer/207769

**ESA Labor Detail and Expense Summary**

<table>
<thead>
<tr>
<th>Task Number / Description</th>
<th>Project Manager - L. Moulton</th>
<th>Deputy PM/Water Specialist - R. Schaud</th>
<th>Sr. Scientist</th>
<th>Subtotal</th>
<th>Sr. Adm/Graph</th>
<th>GIS/GraphArt</th>
<th>Clerical</th>
<th>Subtotal</th>
<th>Total Hours</th>
<th>Total Labor Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.a Preliminary Draft Fisheries IS Section, incl PM</td>
<td>4</td>
<td>12</td>
<td>5</td>
<td>$2,875</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td>$675</td>
<td>28</td>
<td>$3,550</td>
</tr>
<tr>
<td>3.b Additional Fisheries Analysis, incl PM</td>
<td>2</td>
<td>8</td>
<td></td>
<td>$1,400</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>$1,400</td>
</tr>
</tbody>
</table>

**Total Hours**

| Subtotals - Labor Hours | 6 | 20 | 5 | 4 | 2 | 1 | 38 |

| Percent of Effort - Labor Hours Only | 15.8% | 52.6% | 13.2% | 10.5% | 5.3% | 2.6% | 100.0% |
| Percent of Effort - Total Project Cost | 3.7% | 7.6% | 1.8% | 1.2% | 0.7% | 0.2% |

**ESA Labor Costs**

| Communications Fee of 3% on ESA Labor Costs | $149 |

**ESA Non-Labor Expenses**

| Reimbursable Expenses | $ |
| ESA Equipment usage | $ |

**Subtotal ESA Non-Labor Expenses**

| $ |

**Subconsultant Costs plus 15 % fee (see attached proposal)**

| $27,669 |

**TOTAL PROJECT PRICE**

<p>| $32,768 |</p>
<table>
<thead>
<tr>
<th>Task Number / Description</th>
<th>Subconsultant 1 (name)</th>
<th>Subconsultant 2 (name)</th>
<th>Subconsultant 3 (name)</th>
<th>Subconsultant 4 (name)</th>
<th>Subconsultant 5 (name)</th>
<th>Subtotal Subconsultant Cost</th>
<th>Fee @ 15%</th>
<th>Total Subconsultant Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.a Preliminary Draft Fisheries IS Section, incl Ph</td>
<td>RBI</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$11,000</td>
<td>$1,650</td>
<td>$12,650.00</td>
</tr>
<tr>
<td>3.b Additional Fisheries Analysis, incl Ph</td>
<td>RBI</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$13,060</td>
<td>$1,959</td>
<td>$15,019.00</td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subconsultant Total</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$24,060</td>
<td>$3,609</td>
</tr>
</tbody>
</table>