



Professional Services Agreement

Scope of Services: Conduct a Level 1 Validation for 2020 water audit submission, in accordance with requirements set forth by California DWR for Water Audit Validation and as outlined in the attached Scope of Services.

- Deliverables:**
- 1) Copy of the validated water audit software excel document
 - 2) Validation summary cover sheet with required information
 - 3) Validation summary notes for future reference

Professional Services Fee Agreement: Lump sum fee of \$2,500.00.

Client Responsibilities:

- Provision of completed AWWA Water Audit *with an audit period of either Calendar Year 2019 or Fiscal Year 2019-2020*
- Provision of required supporting documents as noted below in addition to any available supplemental data

REQUIRED	SUPPLEMENTAL
<input type="checkbox"/> Volume from Own Sources <i>broken down by month and meter</i>	<input type="checkbox"/> Customer Meter Inaccuracy derivation
<input type="checkbox"/> Water Imported <i>broken down by month and meter</i>	<input type="checkbox"/> Average Operating Pressure derivation
<input type="checkbox"/> Water Exported <i>broken down by month and meter</i>	<input type="checkbox"/> Customer Retail Unit Cost derivation
<input type="checkbox"/> Supply Meter Test Records <i>for Own and Import meters, if conducted</i>	<input type="checkbox"/> Variable Production Cost derivation
<input type="checkbox"/> Volume of Metered Consumption <i>broken down by month and use type/code</i>	<input type="checkbox"/> System Schematic <i>showing locations of Supply and Export Meters</i>

- Participation in the validation session interview (approximately two hours).
- Upload of validated water audit and certificate of validation to the Department of Water Resources.

This Agreement is respectfully submitted by Water Systems Optimization and authorized by the following.

Water Systems Optimization, Inc.

131 Kissling Street, San Francisco, CA, 94103
 Kate Gasner
 Vice President, Water Systems Optimization

April 27, 2020

Enter Supplier Name Here

Updated Supplier Address
 Updated Authorizing Representative Name
 Updated Title, Enter Supplier Name Here

April 27, 2020

The terms and conditions that follow are part of this agreement.

Terms and Conditions

Water Systems Optimization, Inc. (“WSO”) shall perform the services outlined in the attached for the stated fee agreement.

Fee

Fee shall be lump sum. Additional services, if requested by the Client, may be provided on an hourly basis. Hourly rates for additional services shall be those prevailing at the time services are rendered.

Billings/Payment

Invoices will be submitted monthly for services and are due when rendered. Invoices shall be considered PAST DUE if not paid within 60 days after the invoice date and WSO may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainer shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid for 90 days after billing, the client shall pay the cost of collection, including the attorney’s fees.

Validation Completion

WSO will provide all necessary documentation to show completion of Level 1 Validation contingent upon 1) the provision of the water audit and supporting documentation as described under Client Responsibilities and 2) the participation in the validation session interview.

WSO reserves the right to deem the water audit as provided or the supporting documentation insufficient for Level 1 Validation as required by Senate Bill 555 and the associated rulemaking published by the Department of Water Resources. In this case, WSO will provide notice of what documentation must be included to complete validation and articulate a timeline to transfer that material. If those requests and/or timing are not met, the Client is still accountable for the lump sum fee.

Professional Liability

WSO maintains professional liability coverage for damages as a result of our negligent acts, errors or omissions. Our liability for this project will be limited to the project fee for its negligent acts, errors or omissions. If a higher limit of liability is desired by the Owner, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay WSO for all services, rendered to the date of the termination, all reimbursable expenses, and reimbursable termination expenses.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of California.