

Childs, Guy@Waterboards

From: Wyels, Wendy@Waterboards
Sent: Tuesday, March 29, 2016 11:58 AM
To: Kevin Hinman
Cc: Altevogt, Andrew@Waterboards; Ellison, Kailyn@Waterboards; Hold, Howard@Waterboards; Childs, Guy@Waterboards
Subject: RE: Holland Riverside Engineer Agreement

Kevin,
Thanks for the update.
Wendy

From: Kevin Hinman [<mailto:hollandstime@gmail.com>]
Sent: Tuesday, March 29, 2016 10:18 AM
To: Wyels, Wendy@Waterboards
Subject: Holland Riverside Engineer Agreement

Please find the attached signed engineers agreement. I'll send photos of the signage at the ponds, wells and transfer station as soon as completed. All these items will be completed prior to the Friday meeting. Larry Buckle and Robbie Phillips at Alpha Analytical have communicated following the meeting on Friday and are coordinating directly to meet the engineering requirements. I'm working with my accountant to get the financials.

Consultant Services Agreement

WITH INTERNATIONAL ENGINEERING SERVICES, INC. FOR HOLLAND RIVERSIDE MARINA, WASTE DISCHARGE COMPLIANCE

THIS AGREEMENT is made in CONTRA COSTA COUNTY, California, as of January __, 2016, by and between Holland Riverside Marina, ("Marina") and International Engineering Services, Inc. ("IES").

- 1) Services. Subject to the terms and conditions set forth in this Agreement, IES shall provide said services described in Exhibit A. IES shall provide said services at the time, place, and in the manner specified in Exhibit A.
- 2) Contract Period. Contract work will begin January 13, 2016 and continue through December 30, 2016.
- 3) Payment. Marina shall pay to IES for services rendered pursuant to this Agreement at the times and in a manner set forth in Exhibit B. the payments specified in Exhibit B shall be the only payments to be made to IES for services rendered pursuant to this Agreement. IES shall submit all billings for said services to Marina in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which IES uses for billing clients similar to Marina.
- 4) Facilities, Equipment, and Other Materials. Marina shall furnish to Consultant materials listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
- 5) General Provisions. The general provisions set forth in Exhibit D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.
- 6) Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Consultant Service Agreement

EXHIBIT A

SCOPE OF SERVICES

Holland Riverside Marina has received Waste Discharge Requirements (WDR) for the Holland Riverside Marina, from the California Regional Water Quality Control Board, Central Valley Region (Board). The WDR states that certain reports and other information conveyed to the Board be signed by a registered engineer.

IES agrees to sign required documents after the included information meets requirements of IES. IES is under no obligation to sign documents for the Board, person, government agency, or business that IES does not fully agree to sign. Further, IES has no obligation to perform any services contrary to what IES determines to be reasonable.

Consultant Services Agreement

EXHIBIT B

TIME AND MANNER OF PAYMENT

- The cost for undertaking the task addresses in the Scope of Work shall be charged on a time and material basis.
- The Marina shall pay IES a retainer of \$5,000. \$2,500 will be due at signing of this agreement, and an additional \$2,500 will be due two-months later. IES shall bill against the retainer at a rate of \$150/hour.
- When the balance of the retainer reaches \$1,000, IES shall contact the Marina, and the Marina shall pay IES moneys required to bring the retainer balance to \$5,000.
- IES has no obligation to perform services for the Marina when the balance of the retainer is less than \$1,000.
- IES shall bill against the retainer for any out of pocket expenses, plus 10%.
- IES will charge for time and materials beginning on January 13, 2016.

Consultant Services Agreement

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS

- Marina shall supply all materials required for performing testing.
- Marina shall supply facilities for meetings.
- Marina shall provide safe working conditions for IES while on the Marina site.

Consultant Services Agreement

EXHIBIT D

GENERAL PROVISIONS

- 1) Independent Contractor. At all times during the term of this Agreement, IES shall be an independent contractor and shall not be an employee of Marina. Marina shall have the right to control IES only insofar as the results of IES services rendered pursuant to this Agreement.
- 2) Licenses: Permits: etc. IES represents and warrants to Marina that it has all licenses, qualifications of whatsoever nature which are legally required for IES to practice its profession.
- 3) Time. IES shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of IES's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by cause, present or future, which is beyond the reasonable control of the party.
- 4) Worker's Compensation. During the Term of this Agreement, IES shall fully comply with the terms of the law of California concerning Worker's Compensation.
- 5) IES Not Agent. Except as Marina may Specify in writing, IES shall have no authority, express or implied, to act on behalf of Marina in any capacity whatsoever as an agent. IES shall have no authority, express or implied, pursuant to this Agreement to bind Marina to any obligation whatsoever.
- 6) Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 7) Termination. Marina or IES shall have the right to terminate this Agreement at any time by giving notice of such termination to the other. In the event Marina shall give such notice of termination, IES shall immediately cease rendering services pursuant to this Agreement, and return monies remaining in retainer after all reasonable charges have been applied.

- 8) Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of both the Marina, and IES.
- 9) Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages of its breach, the prevailing party shall be entitled to recover his reasonable attorney's fees, including those incurred on appeal, if any.
- 10) Entirety of Agreement. This Agreement contains the entire agreement of Marina and IES with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in the Agreement shall be binding or valid. No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.
- 11) Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the agreement, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it.
- 12) Governing Law. The Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation.
- 13) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be valid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.