PROFESSIONAL SERVICES AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND WATERTALENT, LLC

THIS AGREEMENT made and entered into at Menlo Park, California, this 5th day of October, 2016, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and WATERTALENT, LLC, hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Interim - Water Chief Officer

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit “A”. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other’s employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY’s activities required under this Agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).
### 4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $55,000 as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

### 5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment, are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

### 6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Justin I. C. Murphy  
Public Works  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6740  
nmkelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

David Sibelman  
WaterTalent, LLC  
10877 Wilshire Blvd. Suite 1650  
Los Angeles, CA 90024  
424-832-7217  
dsibelman@watertalent.net

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. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Worker's Compensation and Employer's Liability Insurance:
   The FIRST PARTY shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability Insurance:
   The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in aggregate, or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional Liability Insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and Worker's Compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
### 12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

### 13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

### 14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this Agreement shall be at no risk to FIRST PARTY.

### 15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

### 16. TERMINATION OF AGREEMENT - See attached Exhibit A-1 for additions

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this Agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this Agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

20. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This Agreement shall remain in effect for the period of December 1, 2016 through December 31, 2017 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document’s date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract. Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FIRST PARTY:

Signature

[Signature]

Date

10/6/16

Name

[Name]

Tax ID#

30-0941596

APPROVED AS TO FORM:

[Signature]

Date

10/12/16

William L. McClure, City Attorney

CITY OF MENLO PARK:

Signature

[Signature]

Date

City Manager

Name

[Name]

ATTEST:

Pamela Aguilar, City Clerk, City of Menlo Park

Date

10/13/16
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this Agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this Agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
### A5. BILLINGS

FIRST PARTY’s bills **may be submitted weekly** and shall include the following information: A brief description of services performed, project title and the Agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this Agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
waterTALENT
by aquATECTURE

RESPONSE TO RFQ

Menlo Park Municipal Water District
Water System Chief Operator Services

September 22, 2016
The City of Menlo Park Municipal Water District is seeking an interim Water System Supervisor / Chief Operator with at least a California D3 Distribution Operator license for a three (3) month period of time (or longer) while the City searches to permanently fill the position. waterTALENT provides qualified water and wastewater professionals to respond to a wide range of service needs including on-going operations, consultation, facility start-up and commissioning, and training. waterTALENT provides recruiting and placement services for:

- full-time, regular employment
- short-term, temporary employees
- temporary to regular employment

With our sophisticated back-office software platform, and the careful committee review of potential candidates by water/wastewater executives of aquaTECTURE (our parent company), we can source every level of utility employee from entry level operator up to utility director, as well as specialty needs such as in the areas of instrumentation and controls, regulatory compliance, welding, and laboratory analysis.

waterTALENT pre-screened two potential candidates from our talent pool for your interim Water System Supervisor requirements, and have confirmed that each of them can commit to at least a 3-month assignment, possesses at least a D3 license, and has experience that matches or exceeds the requirements in the RFQ's scope of work. Further, all candidates have been subject to requisite drug and criminal background checks. Candidate #1 can start on September 27th, candidate #2 can start on October 10th, and both can work 40 hours a week plus overtime (on-call), and can work the MPMWD's regular work days for 3 months (one quarter) as indicated in the RFP.

We've done all the hard work of recruiting the most qualified water professionals; we conduct background, reference, criminal, and drug screening checks; we maintain insurance to protect all parties; and, we will provide a replacement candidate if the original placement does not work out for any reason. The temporary employees we source to you are waterTALENT employees, not independent contractors with "no ties". All of this effort provides peace of mind to you, on behalf of your rate payers who depend on you for quality service, safe drinking water, at a reasonable cost.

Sincerely,

Devin Sloane
waterTALENT General Manager
FIRM ORGANIZATION

waterTALENT is a Limited Liability Corporation (LLC) in the state of California, the sole shareholder of which is aquaTECTURE, also a California LLC.

waterTALENT was born out of a recognition that the water industry is suffering from a lack of interest by young people in becoming certified water operators and from the high frequency of highly qualified and licensed operators retiring from the industry. Using the expertise and industry knowledge of current water executives who have experience in municipal water utility operations and management, as well as that of experienced staffing and employment professionals, we developed the sophisticated, proprietary back-office database software customized to match professionals with water industry needs on a temporary or fulltime, permanent basis.

waterTALENT was officially launched as a company at the AWWA Annual Conference and Exhibition (ACE) in Chicago, IL on June 20, 2016. While we are a new company, the people involved in its creation and management are seasoned professionals in the water and staffing industries, and we have taken great care to ensure business systems and practices are in place to provide exceptional quality service and manage risk from day 1. In addition to the credibility of the corporate team, the qualifications of the licensed operations professionals in our talent pool speak for themselves.

Guy Carpenter and Devin Sloane being interviewed at ACE 2016 in Chicago, live on Water Online Radio, which subsequently named waterTALENT one of the Top 10 Technologies and Breakthroughs from the conference.
PRIMARY TASKS AND SERVICES PROVIDED

Qualified waterTALENT employees respond to a wide range of service needs.

SHORT-TERM, TEMPORARY
• Emergencies / compliance issues
• Staffing shortages
• Hiring moratoriums

TEMPORARY TO HIRE
• Recruitment fee and replacement guarantee

CONSULTATION
• Optimization
• Corrective action
• Best practices
• SOPs & ERPs

START-UP & COMMISSIONING
• New facilities
• Upgrades

TRAINING
• On-the-job
• Classroom
• Off-site
waterTALENT is led by Devin Sloane as the General Manager, and David Sibelman as Operations Manager, and makes use of the expertise and support from four additional employees of aquaTECTURE. waterTALENT also contracts with a law firm, an accounting firm, a D5/T5 Operator as a recruiter, an employment and human resources consulting firm, and a professional staffing consultant to provide necessary business support. The biographies of our key staff are provided on the following pages.

At present, we have 250 operators registered in our talent pool, most of which are Grade 4 and 5 water operators in California. The following table shows a breakdown of Grade and Specialty for those licensed to practice in California.

**waterTALENT CALIFORNIA TALENT POOL**

<table>
<thead>
<tr>
<th>OPERATOR SPECIALTY</th>
<th>GRADE 3 THROUGH 5</th>
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<td>146</td>
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<td>Water Distribution (D)</td>
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</tr>
<tr>
<td>Wastewater (W)</td>
<td>46</td>
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Devin Sloane,  
*General Manager*

Devin Sloane is developer of new concepts and solutions, and has been involved in various real estate developments and broad range investments in diverse categories of businesses. As CEO of PetroValves, he built it into the leading manufacturer of custom engineered ultra-deep-water valves and actuators to the Oil and Gas sector, with exclusive frame agreements with most major oil companies (Shell, ExxonMobil, Statoil, ConocoPhillips, Anadarko, etc.) under which valves were supplied to most of the major offshore oil developments around the world. Manufacturing, assembly and testing headquarters grew to over 1,000,000 ft.² under roof, and total worldwide employment of 500 people, across nine countries with complete operations in: Milan, Aberdeen, London, Norway, Saudi Arabia, Algeria, Singapore, Perth Australia, Houston Texas, and a representative network throughout America, Middle East and Far East. In 2015, Mr. Sloane decided to turn his investment attention to the renewable water market and founded aquaTECTURE, which is focused on commercializing new, complimentary technologies; developing water supply projects and providing water at competitive prices; and leveraging water and wastewater professionals for short term, specialized needs. Devin began his career in college by inventing a toy product and selling it to a major toy manufacturer. After that, he conceptualized and built the world’s largest indoor carwash that included a market, gas station, drive-through coffee shop (the first in southern California), and Taco Bell.

David Sibelman,  
*Operations Manager*

David Sibelman has more than 8 years of recruiting experience across the United States, recruiting for the Fortune 500 companies Robert Half International and AppleOne Employment Services. David has participated in over 400+ transactions, including both temporary and permanent placements, totaling over $15 million in revenue between 2008-2016.

Now focused on the Professional Water Services Industry, David helps municipalities and private water companies maximize the value of their short-term and long-term strategic personnel needs through an intelligence-driven approach, emphasizing cost efficiency, risk reduction and strategic results. As one of the creators of waterTALENT, David has used his 18 years of past corporate experience working as a Senior Governmental Strategist focused on private industry and international governmental agencies and Underwriting for large financial institutions to build and grow waterTALENT. Throughout David’s career in corporate banking, professional services and strategic consulting he has been able to work with complex situations and develop smooth transitions teams. David takes pride in being completely committed to the needs and goals of his operators but also those of his clients. With more than 97% of all David’s transactions being placed, David builds and continues to grow his network of professionals and is dedicated to ensuring success in all aspects of his life.
Guy Carpenter,
Senior Vice President,
Strategic Operations (aquaTECTURE)

Guy Carpenter is a senior water executive whose 25-year career includes utility operations, water resources planning and management, public policy development, engineering consulting, elected public service, and bringing intellectual property to commercialization. Guy has a bachelor's degree in Chemistry from Northern Arizona University and is a registered Professional Engineer (Civil) in Arizona. With Arizona Grade 4 Wastewater Collection and Treatment certifications, Guy supervised the Gilbert, Arizona wastewater collection, treatment, and water reuse and groundwater replenishment systems in the 1990s. Guy then went on to serve as Gilbert’s Water Resources Manager, providing planning, budgeting, and capital projects management for the water and wastewater divisions of Public Works. Mr. Carpenter currently serves as board member for the Central Arizona Project, which delivers Colorado River water to the three county area in Arizona where 85% of the state’s population lives. He is also the President of the WateReuse Association, and has served on the Association board for 6 years. Guy serves on the advisory boards for the University of Arizona Water Resources Research Center, and the Arizona State University Kyl Center for Water Policy at the Morrison Institute. Guy recently resigned from Carollo Engineers as their national Water Reuse Technical Practice Director to lead strategies for aquaTECTURE, which is developing public private partnerships for water and wastewater projects, bringing transformative intellectual property to market, and providing staffing and consulting services for water and wastewater systems.

Bob Bowcock,
Policy & Technology Advisor

Bob Bowcock is founding partner of Integrated Resource Management (IRM), LLC and provides strategic policy, business development, and technology advice to aquaTECTURE and waterTALENT on a part time basis. He founded IRM in 1997 after serving as a Water Utility Manager in Azusa (1991-97), and Huntington Park (1987-91), California. Prior to that, Mr. Bowcock worked for the Metropolitan Water District of Southern California (1982-87), and as a US Army Civil Affairs Team Leader he designed and constructed water treatment and distribution systems for various federal branches of government in Southeast Asia and South America. Mr. Bowcock has been appointed to serve on several Watermaster Boards by California Superior Courts since 1990. He is a licensed California Grade 5 Water Treatment Operator and maintains various other water industry licenses. He routinely provides expert witness work to legal firms in the specific area of water resource management. Relevant to your present needs, Bob was actively involved as part of the City of East Palo Alto acquisition team at the time of the transfer fee of the San Mateo County Water system to the cities of East Palo Alto and Menlo Park. Mr. Bowcock coordinated the separation of the systems and the SFPUC service connects. He is very experienced and knowledgeable of local supplemental groundwater resources and has prepared the City of East Palo Alto's last three Urban Water Management Plans.
Colter Andersen  
*waterTALENT Recruiter*

Through his reputation as an AWWA water operations trainer and vast network, Colter recruits the top talent from all over the United States. His focus has recently been on operators in California due to the amount of operators who are retiring and are looking for their next challenge. His efforts have resulted in several highly qualified operators joining waterTALENT for use on deployments. He is diligent when researching the background, skills and style of a potential operator for a deployment, to ensure that the client and the operator are the right match. Colter knows that having the right operator certification is just the beginning of the recruitment process for waterTALENT, and that a potential waterTALENT Operator’s reputation and character needs to be above reproach. Mr. Andersen currently possesses a California Water Treatment Plant Operator Grade T5 and Distribution Operator D5. He has worked for over 20 years in the water business from a ditch digger at a two-man water district to the Interim Production Manager in charge of Operations, Maintenance, Environmental Compliance, Personnel Safety and Emergency and Security Operations.
PERSONNEL

watertalent has identified 2 qualified candidates for the MPMWD assignment. Their anonymous resumes are provided in the following pages, which include their certifications and relevant experience. The candidate's names will be provided once the City provides a written letter of intent to contract with watertalent.

watertalent does not make use of subcontractors or independent "1099" employees. All of the resumes provided are for watertalent employees who are covered by our insurance, including workers' compensation. This policy protects you, watertalent, and our employees.

EXPERIENCE

As was mentioned previously, watertalent is a new company, and we are in the process of responding to several requests for services, but do not yet have any references for the work we have done as a company. However, below are the references for the candidates we have selected for your needs:

<table>
<thead>
<tr>
<th>CANDIDATE #1</th>
<th>Reference #1</th>
<th>Reference #2</th>
<th>Reference #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm/Agency Name</td>
<td>City of Oceanside</td>
<td>City of San Diego</td>
<td>City of San Diego</td>
</tr>
<tr>
<td>Location</td>
<td>Oceanside, CA</td>
<td>Alvarado Treatment Plant – City of San Diego</td>
<td>City of San Diego</td>
</tr>
<tr>
<td>Description of Services</td>
<td>Former Chief Plant Operator &amp; Operations Supervisor Managed a 25 MGD Conv Plant and oversaw the entire system. Responsible for managing crews, regulatory requirements, budgets, training, hiring, administrative responsibilities and more.</td>
<td>Senior Operations Supervisor for multiple facilities, oversaw multiples crews and shifts. Responsible for the system and treatment facilities which included staffing, training, reporting, budgets and managing regulatory requirements.</td>
<td>Senior Operations Supervisor for multiple facilities, oversaw multiples crews and shifts. Responsible for the system and treatment facilities which included staffing, training, reporting, budgets and managing regulatory requirements.</td>
</tr>
<tr>
<td>Reference contact name</td>
<td>Kimberly O'Conner</td>
<td>Stephen Moore</td>
<td>Paulos Halbow</td>
</tr>
<tr>
<td>Reference email</td>
<td><a href="mailto:koconner@ci.oceanside.ca.us">koconner@ci.oceanside.ca.us</a></td>
<td><a href="mailto:stmoore@sandiego.gov">stmoore@sandiego.gov</a></td>
<td><a href="mailto:phalemichael@aol.com">phalemichael@aol.com</a></td>
</tr>
<tr>
<td>Reference phone</td>
<td>760-435-5995</td>
<td>619-668-2016</td>
<td>619-668-2017</td>
</tr>
<tr>
<td>Firm/Agency Name</td>
<td>Reference #1</td>
<td>Reference #2</td>
<td>Reference #3</td>
</tr>
<tr>
<td>-------------------</td>
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</tr>
<tr>
<td>Cal Water</td>
<td>Cal Water</td>
<td>Cal Water</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>San Jose, CA</td>
<td>San Jose, CA</td>
<td>San Jose, CA</td>
</tr>
<tr>
<td><strong>Description of Services</strong></td>
<td>Mechanical/Electrical Superintendent &amp; Electrical Mechanical Technician – Responsible for running a crew of over 12 people which included Electrical and mechanical technicians. Handled testing on pumps, SCADA, designed pump stations, designed controls values and more. Responsible for administrative duties such as reporting, hiring, training and mentoring staff.</td>
<td>He had multiple stints with Cal Water over his tenure as a superintendent, supervisor, engineer and technician. Extremely intelligent mechanical and electrical engineer as well a great supervisor. He an amazing understanding of hydraulics and technical distributions needs. Great with SCADA, design flow issues and overall system operations.</td>
<td>Electrical mechanical technician as well as a maintenance engineer. He handled SCADA systems, pump repairs, system troubleshooting, rewrote SOP's, tested multiple inefficiencies and trained.</td>
</tr>
<tr>
<td>Reference contact name</td>
<td>Michael Fogel</td>
<td>Todd Peters</td>
<td>Paul Yang</td>
</tr>
<tr>
<td>Reference email</td>
<td><a href="mailto:mfogel@calwater.com">mfogel@calwater.com</a></td>
<td><a href="mailto:tpeters@calwater.com">tpeters@calwater.com</a></td>
<td><a href="mailto:pyang@calwater.com">pyang@calwater.com</a></td>
</tr>
<tr>
<td>Reference phone</td>
<td>408-367-8200</td>
<td>408-367-8200</td>
<td>408-367-8200</td>
</tr>
</tbody>
</table>
HOURLY RATES

Below is a table of “all-inclusive” rates for our proposed candidates. Two rates are provided. The first is for candidates within 40 miles of the MPMWD facilities. The second rate is for candidates who live more than 40 miles away from the MPMWD, which requires that we pay for car rental or mileage reimbursement for personal vehicle, housing (extended stay hotel), per diem for sustenance, and other direct costs.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Units</th>
<th>$/hr City Business Hours</th>
<th>$/hr After Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Water System Chief Operator / Supervisor (within 40 miles)</td>
<td>Hr.</td>
<td>$185.00</td>
<td>$277.50*</td>
</tr>
<tr>
<td>2</td>
<td>Water System Chief Operator / Supervisor (outside 40 miles)</td>
<td>Hr.</td>
<td>$215.00</td>
<td>$322.50*</td>
</tr>
</tbody>
</table>

*Note that according to California state law, that if employee must work more than 12 hours, regardless of normal shift work day, he or she must be paid double time, which would be $370.00 or $430.00, respectively.

waterTALENT was instructed by MPMWD that the quoted rates needed to be inclusive of all costs. Below is a table for how the Other Direct Costs (ODCs) were calculated for inclusion in our billable rates. This accounts for the difference in the rates for a candidate from within 40 miles of MPMWD and a candidate who is outside of 40 miles.

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>Week</th>
<th>Monthly</th>
<th>Quarterly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flight</td>
<td>-</td>
<td>$400.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Car</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Hotel/Apartment</td>
<td>$733.33</td>
<td>$3,300.00</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>Per Diem</td>
<td>$300.00</td>
<td>$1,300.00</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>Gas Per WK</td>
<td>$25.00</td>
<td>$108.33</td>
<td>$325.00</td>
</tr>
<tr>
<td>TOTAL w/o 10% Charge</td>
<td>$1,058.33</td>
<td>$5,108.33</td>
<td>$15,325.00</td>
</tr>
<tr>
<td>Carry Cost 10% Charge</td>
<td>$105.83</td>
<td>$510.83</td>
<td>$1,532.50</td>
</tr>
<tr>
<td>Total</td>
<td>$1,164.16</td>
<td>$5,619.17</td>
<td>$16,857.50</td>
</tr>
</tbody>
</table>
Jeffrey A. Ballou T-2 / D-5

LICENCES AND CERTIFICATES:
State of California Water Distribution Operator Grade 5, Operator # 18687
State of California Water Treatment Operator Grade 2, Operator # 10924
CWEA Collection System Maintenance Grade 1, Operator # 3012106
AWWA Backflow Tester, Certification # 6404
Valid Class C Driver’s License – No violations on record

WORK EXPERIENCE:

City of Pleasanton, CA
Chief Utilities System Operator


Monitor water and sewer/storm systems for proper operation to ensure safe operation and regulatory compliance. Complete all required regulatory reporting. Monitor the performance of water and sewer/storm systems using SCADA computerized system on a routine basis. Plan, direct, coordinate, supervise and review the work of crews engaged in the operations and maintenance of water and sewer/storm systems. Develop and implement goals, objectives, policies and priorities for the Utilities Division. Develop subordinate staff and ensure division operates in compliance with applicable division, department and city policies and procedures. Maintain a safe work environment in compliance with OSHA regulations. Assist in the purchase of equipment, materials and supplies, including conducting research, preparing specifications, soliciting bids, reviewing and selecting bidders. Prepare and track budgets and related reports including coding of invoices for payment processing. Routinely inspect work sites to evaluate work processes and quality, resolve work problems, determine needs and provide continuous support and follow up. Inspect and participate in the plan review of new and Capital Improvement construction projects. Administered the city’s Backflow Program from 2001-2014

Other Positions held within City of Pleasanton:
Interim Public Works Supervisor Water Department May 2001 – Nov 2001
Lead Water System Operator Apr 1999 – May 2001
waterTALENT has reviewed the City of Menlo Park standard form of agreement, which appears to be more appropriate for consulting or other professional services, and not staffing services. There are subtle but important differences with respect to staffing services, not the least of which is that our provided temporary employees must report directly to the Menlo Park MWD's appointed supervisor and must adhere to your employment policies, as well as the fact that there are limits on approved activities. Therefore, we propose and recommend the following additions to your standard form contract.

1. CITY agrees to provide direct supervision (refer to Reporting Supervisor in Exhibit A) and training to Temporary Employee at all such times that the Temporary Employee is at CITY's business Premises. CITY further agrees that Temporary Employee shall not be permitted, without express advance written approval by an officer of waterTALENT, while on CITY's business Premises or providing services to CITY, to (a) engage in travel or otherwise operate a motor vehicle or any motorized equipment on behalf of CITY, (b) handle cash or negotiable instruments, (c) be permitted unsupervised or uncontrolled access to confidential or proprietary information, (d) be permitted unsupervised access to or control of the CITY's Premises, (e) remove any property of CITY from CITY's business Premises, (f) consume any alcohol, or (g) consume drugs, unless advance written authorization is provided by a physician, while the Temporary Employee is on assignment to CITY. In the event CITY allows Temporary Employee to participate in any of the activities specified in subparts (a)-(g), above, waterTALENT shall incur no liability as a consequence of the conduct of the Temporary Employee and CITY shall defend, indemnify, and hold waterTALENT harmless from and against any claim arising out of any such activity. In the event written approval is granted by waterTALENT for Temporary Employee to operate a motor vehicle or any motorized equipment on behalf of CITY, CITY shall be required to produce a declaration page or other evidence acceptable to waterTALENT showing Temporary Employee is fully insured under CITY's insurance policy and that CITY accepts all liability for such Temporary Employee activities. CITY shall not pay Temporary Employee other than through its payments to waterTALENT under this Agreement, or advance any funds to them.

2. TERMINATION OF TEMPORARY EMPLOYEE JOB ASSIGNMENT. CITY acknowledges that waterTALENT has the sole and exclusive right to terminate the assignment of any Temporary Employee. CITY may notify waterTALENT at any time of CITY's request that any Temporary Employee with whom CITY is not satisfied be removed from a particular assignment or from performing services at CITY altogether. REPLACEMENT POLICY. If waterTALENT's Temporary Employee proves unsatisfactory, waterTALENT shall assign a substitute Temporary Employee at no additional charge to CITY.
other departments, designed and installed the radio based SCADA system.

California Water Service Co., San Jose, CA  
*Mechanical/Electrical Superintendent*

Mechanical/Electrical Superintendent supervised a crew of 12 Electrical Mechanical Technicians who construct and maintain the company's pump stations and treatment plants. I did pump selection and testing, pump troubleshooting and replacement, motor replacement, SCADA system design using phone lines and radio for communication, performed radio path studies, obtained and tracked FCC licenses, designed and maintained telemetry systems, designed control valve pilot systems, designed motor controls, designed pump station piping, and designed the company's engine driven portable pumping equipment.

Softmaster, Inc., Georgetown, CA  
*Technical Manager*

Technical Manager in charge of the day-to-day operations of this POU/POE water conditioning and treatment business. I supervised a crew of 6 technicians, kept inventory, ordering of materials, performed customer service, vehicle maintenance, building maintenance, and other tasks associated with operating a small business.

Micropump, Inc., Concord, CA  
*Applications Engineer*

Applications Engineer for this manufacturer of small gear pumps, supporting the sales department, manufacturing department, and customers, writing submittals, pump troubleshooting and testing, evaluating bid specifications and making recommendations for special pump configurations and materials of construction.

Berkeley Pump Company, Berkeley, CA  
*Applications Engineer*

Applications Engineer for this diversified manufacturer of centrifugal, turbine and submersible pumps performing sales and customer support, writing submittals, pump troubleshooting and testing, evaluating bid specifications, making recommendations for special pump configurations, writing IOM instructions, and providing dealer and customer training.

Rancho Esperanza, Santa Barbara, CA  
*Ranch Manager and Irrigation System designer*

Ranch Manager and Irrigation System designer and developer of citrus and avocado ranches performing irrigation system design, ranch layout including survey and staking of diversion roads, oversight of ranch development, installed irrigation systems, planted trees, and ranch maintenance.

**EDUCATION:**

California Polytechnic State University, San Luis Obispo, California,  
*Bachelor of Science Degree in Engineering Technology, Manufacturing Processes Option*  
1969-1975

Cal Poly  
*Graduate Degree in Business*  
1979-1980
3. UNAUTHORIZED CONVERSION OF TEMPORARY EMPLOYEE BY CLIENT; NONSOLICITATION. CITY understands that Temporary Employees are assigned to CITY to render temporary services, and absent agreement to the contrary, are not assigned to become employees of CITY. CITY acknowledges that considerable expense is incurred by waterTALENT to advertise, recruit, evaluate, train, screen, and provide appropriate quality controls relative to Temporary Employees. Accordingly, CITY will not, without the prior written consent of waterTALENT, which may be granted or withheld in waterTALENT's sole discretion, solicit a Temporary Employee for employment other than through waterTALENT, interfere with the employment relationship between waterTALENT and Temporary Employees, or directly or indirectly cause a Temporary Employee to transfer to another temporary staffing service. If CITY, either directly or indirectly, including through any company or entity within CITY's control or a company affiliated with CITY, hires a Temporary Employee of waterTALENT as an employee, consultant, independent contractor of CITY, or utilizes the Temporary Employee's services through another temporary or outsourcing service during such Temporary Employee's employment by waterTALENT or an affiliate of waterTALENT, or within twelve (12) months after termination of this person's temporary assignment by waterTALENT at CITY, CITY agrees to pay waterTALENT a direct hire fee equal to twenty-five percent (25%) of the employee's annualized wage or salary.

4. Neither party will be responsible for any failure or delay in performing any of its obligations under this Agreement or any Scope of Services due to causes beyond its reasonable control, and such obligations will be suspended for the period during which a fire, flood, war, natural disaster, earthquake, other acts of God," riots, new laws which prevent the carrying out of the Services, or the results of terrorist activity prevent the affected party from performing its obligations under this Agreement or any Scope of Services. A party affected by a force majeure event shall promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.
SCOPE OF WORK

The scope of work consists of assisting in the role of water supervisor / chief operator. Under the general direction of the Public Works Superintendent, the interim water supervisor shall hold a D3 certificate and shall be responsible for, but not limited to, the following tasks:

- Ensuring that the system is operated and maintained in accordance with the operations permit and City standards;
- Providing direction and supervision to current MPMWD staff performing all operations and maintenance activities associated with the water distribution system;
- Planning of maintenance projects and work orders;
- Monitoring of the water system facilities through the Supervisory Control and Data Acquisition System (SCADA);
- Overseeing construction review and inspection services;
- Managing and overseeing the fire flow program;
- Working with engineering staff on plan reviews and new water connections;
- Maintaining all records and ensuring that reporting requirements are met;
- Responding to emergencies during regular work hours and after hours. The candidate shall oversee third party contractors assigned to make the emergency repairs.

The City's work hours begin at 7:00 a.m. and end at 4:00 p.m. from Mondays through Fridays, with every other Friday off. As part of the duties, the interim water supervisor / chief operator will be required to be on-call for emergencies, which may occur at night and on weekends.
EXHIBIT "B" - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation

B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration

B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the Agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.