

General Program Information

Request for Qualifications	<p>The Regional Water Authority (RWA) is seeking support for the implementation of a regional residential (single and multifamily) direct installation program. This program will replace high water use fixtures (3.5 gallons per flush or more for toilets, 2.5 gallons per minute or more for showerheads and no requirement for faucet aerators) with WaterSense labeled high efficiency toilets (HETs), showerheads and faucet aerators. Replacements will vary depending on individual property needs, but will generally include one toilet, one showerhead and two bathroom faucet aerators per housing unit. An interior residential water use survey to assess replacement needs must be completed by the contractor for each housing unit before any installation work can begin. We anticipate the majority of the properties to be multifamily, but single family households are also eligible.</p> <p>This program supports the implementation of Project 7 (Regional Indoor and Outdoor Water Efficiency) of the American River Basin’s Integrated Regional Water Management Program (IRWMP). Funding for this program is from the Department of Water Resources’ Water Energy Grant. The program budget spans from January 2017 through December 2017.</p> <p>The minimum program goal is to install 2,136 HETs and 2,136 showerheads. Aerators will be installed in tandem with toilets and showerheads as needed. Eligible properties must be located in Sacramento or Yolo counties and must be a customer of the following water agencies: City of Sacramento, City of West Sacramento, California American Water or Sacramento Suburban Water District. See Figure 1 for water agency boundaries. Additionally, 75% of the program’s participating housing units must be considered a Disadvantaged Community (DAC). For this program, a DAC is defined by using CalEnviroScreen, a screening methodology used to help identify California communities that are disproportionately burdened by multiple sources of pollution. Figure 1 displays the program’s DACs. For an interactive map of the Sacramento region’s DACs visit: www.calepa.ca.gov/EnvJustice/GHGInvest/.</p> <p>RWA is seeking responses from firms that can perform all of the following:</p> <ul style="list-style-type: none">• Assist with program marketing to single and multi-family residences• Contact all eligible customers for program participation• Provide customer service to determine program eligibility and installation scheduling• Secure all permits and approvals for fixture installations• Provide all fixture installations with one year labor warranty• Provide bonded, licensed (including C 36 license) plumber(s) to perform interior water use surveys and fixture replacements• Purchase and provide warehouse/office location for all required materials
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(including toilets, showerheads and faucet aerators)

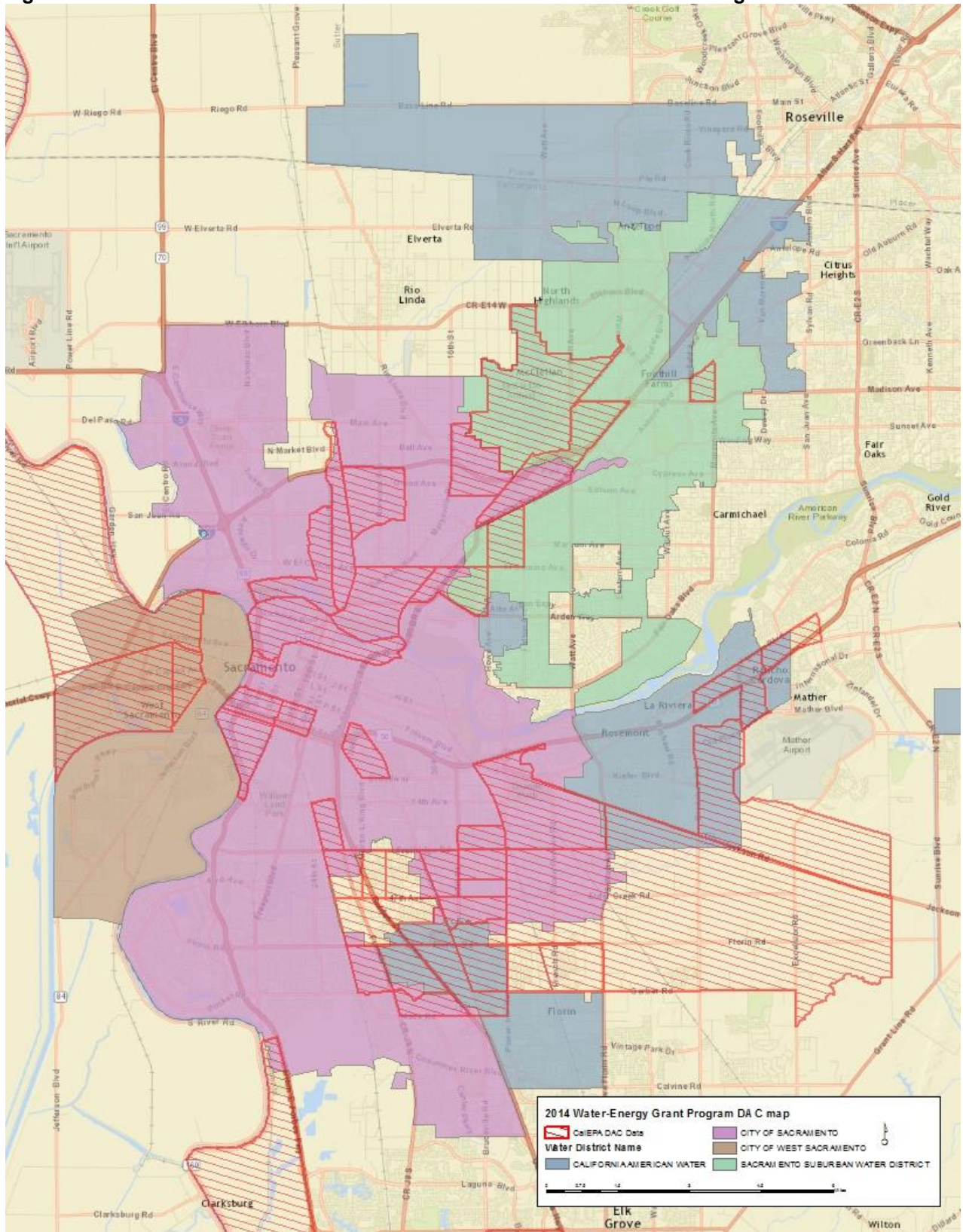
- Properly dispose of old fixtures (must recycle toilets)
- Provide program administration (tracking, billing, customer service, etc.)
- Create and maintain a database/spreadsheet with all participant information
- Provide RWA with regular progress updates during the program and a final report summarizing results of the program

The RWA reserves the right to modify the anticipated timeline set forth below. There will be no public opening of proposals. The RWA reserves the right to reject any and all proposals, cancel all or part of this RFQ, waive any minor irregularities and to request additional information from proposing firms. This request for proposals does not obligate the RWA to award a contract. There is no expressed or implied obligation for the RWA to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, three bound copies of the submittal and one unbound copy must be received by the principal contact listed below by **3:00 p.m. on Friday, November 18, 2016**. The RWA reserves the right to reject any or all submittals after the deadline.

<p>RWA Profile</p>	<p>The RWA was formed in 2001 as a joint powers authority to serve and represent the interests of over 20 water providers and associated agencies in the greater Sacramento, Placer, El Dorado, Sutter and Yolo County Region. The RWA's mission includes effectively managing water resources to provide high quality water supplies to the public at a reasonable cost and to promoting a sustainable environment. Other RWA goals include supporting and implementing the objectives of the Sacramento Area Water Forum to preserve American River environmental values and ensure a reliable water supply through the year 2030. RWA is governed by a board comprised of two representatives from each of the member agencies. The representatives are appointed by the member agencies.</p> <p>Since 2004, RWA has led the effort to develop and implement a Regional Water Efficiency Program in coordination with the Integrated Regional Water Management Plan (IRWMP) for the lower American and Cosumnes river basins. In support of the IRWMP, RWA developed this direct installation program. Additional information on RWA's Regional Efficiency Program is at: http://rwah2o.org/programs/wep/</p>							
<p>Principal Contact</p>	<p>The principal contact with the RWA will be: Amy Talbot, Project Manager 5620 Birdcage Street, Suite 180 Citrus Heights, California, 95610 Voice: (916) 967-7692 Email: atalbot@rwah2o.org</p>							
<p>RFQ Timeline</p>	<table border="1"> <tr> <td data-bbox="444 1169 1536 1209">October 24, 2016 Distribution of RFQ</td> </tr> <tr> <td data-bbox="444 1215 1536 1255">November 18, 2016 RFQ filing deadline-must be received by RWA by 3:00 p.m.</td> </tr> <tr> <td data-bbox="444 1262 1536 1302">November 21 - 30, 2016 RWA review of RFQs</td> </tr> <tr> <td data-bbox="444 1308 1536 1348">November 30, 2016 RWA notifies recommended contractor</td> </tr> <tr> <td data-bbox="444 1354 1536 1394">December 7, 2016 Staff presents recommended contractor to Exec. Committee</td> </tr> <tr> <td data-bbox="444 1400 1536 1440">January 12, 2017 Staff presents recommended contractor for Board approval</td> </tr> <tr> <td data-bbox="444 1446 1536 1484">January 16, 2017 RWA 2017 Direct Install Program begins (assuming Board approval)</td> </tr> </table>	October 24, 2016 Distribution of RFQ	November 18, 2016 RFQ filing deadline-must be received by RWA by 3:00 p.m.	November 21 - 30, 2016 RWA review of RFQs	November 30, 2016 RWA notifies recommended contractor	December 7, 2016 Staff presents recommended contractor to Exec. Committee	January 12, 2017 Staff presents recommended contractor for Board approval	January 16, 2017 RWA 2017 Direct Install Program begins (assuming Board approval)
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Figure 1: DAC and Water District Boundaries for RWA 2017 Direct Install Program



Scope of Services

Nature of Services	<p>The RWA is soliciting qualified firms (Contractor) to perform the listed tasks associated with the following program description.</p> <p><u>PROGRAM DESCRIPTION:</u></p> <p>RWA is proposing to implement a water conservation program whereby, the selected Contractor will survey single and multifamily residential properties, identify and remove high water use fixtures and install high efficiency fixtures including HETs, showerheads and bathroom aerators, free of charge to DAC single family and multifamily properties in 4 participating RWA water agency member service areas identified in Figure 1. The program’s goal is to save 626 MG of water and 664,970 kWh energy by retrofitting approximately 2,136 accounts for a total of 8,544 fixture upgrades. The program assumes one toilet, one showerhead and two bathroom aerators per housing unit. The 2017 direct install program will be a continuance of two previous RWA direct install programs launched in 2014 and 2015, which to date have installed a total of 3,800 toilets, 2,300 showerheads and 2,200 bathroom aerators in 3,100 housing units.</p> <p>The program is divided into 4 primary ongoing phases: marketing and outreach, surveys, fixture installation and tracking. In partnership with RWA, the Contractor will market the direct installation program to single and multifamily residential customers. Marketing by all parties will be primarily directed to low income, DAC, non-profit owned or similar housing units. Marketing will be in the form of phone calls, door-to-door and other forms of outreach as necessary. Interior surveys of residential units will be conducted by the Contractor. Surveys will determine individual housing unit fixture needs.</p> <p>The Contractor will be responsible for installing the fixtures and providing RWA with installation documentation. Each qualified residential housing unit will be eligible to receive at minimum one high efficiency toilet (HET), one showerhead and two bathroom faucet aerators. An interior survey will determine individual housing unit needs. Contractor will be responsible for marketing, surveying, installation and providing RWA with installation documentation. RWA will track residential customer water use for single and multifamily households with meter data before and after the fixture installation; for customers without meters, estimates will be made using the flow rates of the fixtures replaced and installed.</p> <p>These program elements may be modified throughout the program time period to adjust to current program needs and any potential issues that may inhibit the complete replacement of the estimated 2,136 HETs and showerheads.</p> <p>The target number of toilet and showerhead installations outlined in the RFQ may be increased by an additional 3,000 toilets and showerheads if supplemental grant</p>
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funds are secured (in progress). Program may also be expanded to include direct installation of toilets, urinals, showerheads and faucet aerators for commercial, industrial and institutional properties also located in the same DAC area displayed in Figure 1. Additional partnerships with local energy utilities may also be incorporated.

TASKS:

TASK 1. MARKETING AND OUTREACH

The Contractor will contact customers within the 4 participating water agencies' DAC areas and describe the program participation requirements, and upon final RWA approval, provide all services for program participation. RWA will assist the Contractor by providing its website for program information as well as fliers describing the program with the Contractor's contact information. The Contractor shall propose how they plan to market the program to meet the full program goal of replacing 2,136 toilets and showerheads.

RWA and Contractor will jointly develop a program application for participants that include a general disclaimer for services and provides RWA and Contractor with adequate information to track participants, fixture installations and water savings for reporting and invoice billing purposes.

TASK 2. INTERIOR SURVEYS

Verify Customer Eligibility for Program: Contractor shall include a description of methods in their proposal for ensuring that participants meet program eligibility requirements. These eligibility requirements include:

- Existing toilets must be 3.5 gallons per flush or greater
- Participating multifamily sites must be apartment complexes with a minimum of 5 dwelling units. Sites outside this eligibility requirement will be addressed on a case by case basis.
- 75% of participating housing units must be located within the DAC boundary within the 4 participating water agencies' service area.

Eligibility status is expected to be accomplished through a pre-survey phone screening, an on-site interior residential survey or combination of both to assess all toilets, showerheads, and faucets in the housing unit. Surveys are required to be submitted with monthly Contractor invoices for each housing unit that received installed fixtures to verify pre-installation fixture flow rates. The survey data will be used to estimate water savings for the program.

TASK 3. CUSTOMER SERVICE

On Call - Customer Service: Contractor shall receive all requests for program participation. Contractor shall establish a customer service telephone line to be staffed at least four 4 hours per day, five 5 days per week; and include an afterhours recorded message and emergency contact number. The Contractor’s customer service representative(s) shall provide information about program eligibility requirements, the benefits of participating in the program (fixture performance and water savings), site installation requirements (Tasks 5 and 6) and bilingual communication (at a minimum in Spanish) as necessary.

Installation Services: Contractor shall make every reasonable effort to accommodate customer’s preference and needs in regard to scheduling and conducting fixture installation work, including pre-installation site visits. Contractor shall secure all necessary permits, fees, and authorizations prior to starting any work. Fixture scheduling and installations will be completed in a timely manner specifically within a 30 day timeline from when the customer requests installation scheduling services to the fixture installation date unless otherwise agreed by the customer.

TASK 4. PERMITTING

Contractor will pay for and secure plumbing permits, as required, from various city and county planning and building departments for each proposed installation, before work begins. In addition, Contractor shall schedule all final inspections, as required, by city and or county inspectors, in accordance with the permitting process outlined by the local unit of government.

Contractor shall provide a copy of approved permit and proof of final inspection, as necessary, with each monthly invoice with the program application as documentation of completed installations. If required, final permit inspection and approval will constitute successful installation and warrant compensation.

TASK 5. FIXTURES

One primary goal of this program is to ensure that the installations properly function and remain in the housing unit through their estimated lifetime use, thus ensuring consistent and reliable water savings. RWA is seeking quality products for the best value to complete these replacements. The following sections provide program requirements by fixture. The summarized program requirements are provided in Table 1 below for quick reference. Contractor must propose make, model, and cost estimates using the following requirements for each fixture as found in ATTACHMENT A.

Table 1: Summary of Program Fixture Requirements

Fixture Type	Old Fixture Requirements	New Fixture Requirements
Toilet	<ul style="list-style-type: none"> 3.5 gallons per flush or more 	<ul style="list-style-type: none"> 1.28 gallons per flush or less MaP score of 600 or more WaterSense labeled
Showerhead	<ul style="list-style-type: none"> 2.5 gallons per minute or more 	<ul style="list-style-type: none"> 1.5 gallons per minute or less WaterSense labeled
Bathroom Aerator	Replacement as needed	<ul style="list-style-type: none"> 1.5 gallons per minute or less WaterSense labeled

Toilets:

The program requires the installation of WaterSense labeled high efficiency toilets (HETs). WaterSense HETs use no more than 1.28 gallons per flush. For more information about the United States Environmental Protection Agency (USEPA) WaterSense program, see <http://www.epa.gov/watersense/>. For this program, HETs are required to have minimum Maximum Performance (MaP) score of 600 grams as tested in the Maximum Performance (MaP) Testing of Popular Toilet Models. For more information about MaP testing and to search for eligible toilets, see www.map-testing.com.

The program will only replace toilets with an existing 3.5 gallon per flush or more flow rate. A cost estimate for gravity flush, pressure-assist and ADA compliant HETs should be included. Models should have round and elongated toilet seat options to accommodate varying bathroom arrangements. Typically one HET will be installed in each housing unit, however, some housing units may require additional toilets.

Showerheads:

The program requires the installation of WaterSense labeled showerheads with a maximum flow rate of 1.5 gallons per minute. The program will only replace showerheads with an existing 2.5 gallon per minute or higher flow rate. Two types of showerheads will be offered in the program: wall mounted/fixed and handheld. Preferred styles for the wall mounted/fixed showerhead are rainfall and multifunction showerheads. Typically one showerhead will be installed in each housing unit, however, some housing units may require additional showerheads.

Aerators:

The program requires the installation of WaterSense labeled aerators with a maximum flow rate of 1.5 gallons per minute. Typically two aerators will be installed in each housing unit, however, some housing units may require additional aerators.

Fixture purchasing and storage:

The Contractor shall finance the purchase of all fixtures and associated materials for installation and provide any necessary warehousing, equipment, personnel, or licenses for installations.

Contractor shall be responsible for obtaining, warehousing, inventory control, transportation, distribution, and installation of all fixtures and their associated materials including:

- Toilet tank, bowl, seat, wax ring, brass flange bolts, water supply line, and angle stop
- Showerhead and Teflon tape
- Variety of aerators to accommodate various faucet types

In addition, all toilet internal parts supplied (or fully compatible alternative parts) shall be available at local (Sacramento and Yolo County) area retail or wholesale outlets, should replacements be required. To be a fully compatible alternative part, the part shall install just as easily as the original, be just as durable of equal or better quality and yield the same performance.

TASK 6. INSTALLATION SERVICES

Professional Conduct: All fixture installations shall be performed by licensed plumbing contractor(s), to the plumbing manufacturer's recommendations, and meet all applicable codes and regulations. The Contractor will perform work in a safe, courteous, and professional manner, and secure all necessary inspections, permits, and authorizations for fixture installation, before any work begins.

Normal Site Conditions: Prior to performing any work, Contractor shall pre-inspect each site to ensure Normal Site Conditions exist at the installation site including:

- Measured static water pressure at or above 35 psi at the installation site
- Measured dynamic water pressure at or above 30 psi at the installation site
- Mounting surface (floor-toilet) is level and suitable to adequately support proper fixture installation
- Existing toilet use 3.5 gallons-per-flush or more

All fixture size, design, flush valve and mounting heights shall meet ASME A112.19.2- 2003 for standard height installations, or the Uniform Federal Accessibility Standards (UFAS) www.access-board.gov/ufas/ for ADA required installations.

Abnormal Site Conditions: Sites not meeting the “Normal Site Conditions” shall be ineligible for the program. The contractor shall inform the customer or owners representative in writing of the condition(s) that makes the site ineligible. The customer can make necessary repairs to make the site meet the Normal Site Condition criteria. Such repairs are NOT part of this program’s scope of work and are therefore not reimbursable by RWA. If the Contractor makes the repairs for the customer at the customer’s expense, a copy of the paid repair invoice shall be submitted to RWA.

Warranty: Contractor shall provide each participating customer a 12-month warranty on all parts and labor. RWA reserves the right to withhold 2% of each monthly invoice until the end of the 12-month warranty period. At that time, the full 2% will be returned to the Contractor unless there are any unresolved warranty issues.

Laws and Regulations: Contractor is responsible for complying with all applicable federal, state and local laws, rules and regulations affecting such work, specifically including but not limited to environmental, labor, prevailing wage laws, procurement and safety laws, and ordinances for installing toilets, showerheads, and aerators.

Detailed installation cost information is required as outlined in ATTACHMENT A.

TASK 7. TOILET RECYCLING / DISPOSAL

The Contractor shall provide fixture recycling/disposal services for all removed plumbing fixture including: collection, dismantling, hauling and recycling or disposal. The Contractor shall provide documentation (e.g. recycling or disposal receipts) that verifies the fixtures were recycled or disposed of at an authorized disposal facility. All recycling/disposal work shall be managed and conducted in a safe manner, observing all necessary employee safety measures and legal requirements. Toilets must be recycled.

TASK 8. INSTALLATION INSPECTIONS

RWA will conduct its own inspections at a random number of installations sites throughout the program. Any irregularities noticed in the course of installation review, or inaccurate or partially completed information on a site’s program application, will result in the processing of Contractor’s invoices to be suspended until the irregularity is remedied by the Contractor to RWA’s satisfaction.

TASK 9. PROGRAM REPORTING AND BILLING

Reporting: Contractor will be responsible for reconciling all installations,

permitting, recycling/disposal statistics and reporting on a monthly basis. Reports will include monthly and cumulative participating customer site and installation information, to be submitted to RWA's Project Manager within five (5) working days of the close of each month for the duration of the program. Program monthly reporting will continue through the last fixture installation of the program, and then the Contractor will provide quarterly reports (every 3 months) of participants requesting or receiving warranty (parts or labor) services for fixtures installed by the Contractor up to a year after the last fixture has been installed.

Reporting data will include each participating customer's name, address, phone, and water account number, site survey, the number and type of fixture installation, the make and model of each fixture installed, installation date, and a copy of the program application, with all permits and approvals, as necessary, attached. RWA will work with Contractor to develop and or modify the data requirements in an effort to improve the reporting process, based on a greater understanding of program data collection needs.

Invoice Billing: On a monthly basis, Contractor shall invoice RWA for all installations completed during that period. Charges on the invoice shall be stated on a per unit cost basis for each fixture installed in accordance with the costs quoted in the final agreement. RWA reserves the right to withhold payment if Contractor fails to meet reporting, invoicing, or installation requirements. Payment will be withheld until deficiencies are corrected to RWA's satisfaction.

All data, documents, discussions, or other information developed or received by Contractor in performance of the agreement for the work will be the property of RWA, and will not to be disclosed to any person except as authorized by RWA, or as required by law. All reports, documents, or other materials developed or discovered by the Contractor or any other person engaged directly or indirectly by Contractor to perform services, shall be and remain the property of RWA without restriction or limitation upon their use.

Final Report: Contractor shall prepare and submit a Final Report at the conclusion of the program, no later than January 31, 2018, containing a comprehensive summary of all program activity, number and type of fixture installations received by participating customers organized by participating water agency. In the event the program is completed early, the report shall be submitted within four (4) weeks of the last fixture installation. In the event the program's timeframe is extended, the reporting deadlines will be modified by RWA and Contractor.

Database Submittal: Contractor shall provide RWA with a copy of the database(s)/spreadsheets and all computer files generated by the Contractor related to the program with the Final Report. RWA will provide an example of

	the reporting format and contents to the Contractor in the initial database development. RWA reserves the right to modify the data required based on a greater understanding of program data collection needs.
Attachments	A. Fixture and Installation Cost Estimate Sheet B. RWA Standard Master Services Agreement

Qualifications Submittal and Evaluation

<p>Proper Completion and Submission of RFQ</p>	<p>To be considered, each firm submitting qualifications must provide by the due date three complete bound copies of its qualifications plus one complete unbound copy to RWA’s principal contact shown above. The RWA reserves the right to reject any or all submittals. Submittals may be mailed or hand delivered to the RWA office. Late submissions or delivery via facsimile or e-mail will not be considered.</p>
<p>Rights to Submitted Materials</p>	<p>The RWA reserves the right to retain all submittals. Submission of qualifications indicates acceptance by the firm of the conditions contained in this request, unless clearly and specifically noted in the submittal and confirmed in the contract between the RWA and the firm selected.</p>
<p>Changes to RFQ</p>	<p>The RWA will send any changes to this RFQ to each firm to whom an RFQ has been sent. Such changes become an integral part of the RFQ for incorporation into any contract awarded pursuant to the RFQ.</p>
<p>Inquiries to RFQ</p>	<p>Submit any inquiries or clarification concerning the RFQ via email to RWA’s principal contact. Answers to inquiries will be returned via email. Answers to any inquiries that are of a general nature will also be distributed to other firms that were sent this RFQ.</p>
<p>Evaluation of RFQ</p>	<p>Submittal will be considered by an evaluation team consisting of RWA staff and representatives of participating water agencies. Submittals will be evaluated on a combination of factors that will be assigned point values up to the total amounts indicated in the following criteria: the firm profile (10 points), staff qualifications (20 points), past experience and references (20 points), and fee schedules (20 points). There is a maximum possible score of 70 points. The criteria are further described in the “Submittal Requirements” section below.</p> <p>During the evaluation process, the selection committee, RWA management and/or RWA Board of Directors reserve the right, where it may serve RWA's best interests, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.</p>

Additional Contracting Information

Award of Contract	<p>RWA’s selection of a consulting firm will be completed by November 30, 2016. Following notification of the selected firm, it is expected that a contract will be executed between RWA and the selected firm by the end of January 2017 pending RWA Board approval on January 12, 2017.</p>
Term of Engagement	<p>The contract term for installations is expected to begin in January 2017 and conclude in December 2017. Additional time may be needed from Contractor for final reporting requirements.</p>
Subcontracting	<p>If a proposer intends to subcontract any of the work in its proposal, the name of the proposed subcontracting firm(s), and the work to be performed by each subcontractor must be clearly identified in the proposal. Subcontractors must have prior experience with similarly sized direct installation programs.</p>
Insurance	<p>The selected consulting firm will maintain in full force and effect throughout the term of the services contract the following insurance coverage:</p> <ul style="list-style-type: none"> A. Automotive Liability Insurance coverage of a limit of not less than \$1,000,000 Combined Single Limit. B. Contractor will maintain comprehensive General Liability Insurance coverage of not less than \$1,000,000 Combined Single Limit. C. Workers' Compensation Insurance coverage at the statutory limits, covering its employees used in performance of this Agreement. The Contractor also will require any approved sub-contractors that perform services for RWA to also provide Workers' Compensation Insurance covering such sub-contractor's employees. D. If requested by RWA, all proposers will promptly submit to RWA evidence of insurance coverage.
Other Agreement Terms	<p>Proposers are strongly recommended to review the attached standard RWA consulting agreement (ATTACHMENT B) for additional requirements of RWA contractors. The RWA consulting agreement must be executed before program work can begin. If a proposer objects to any terms or conditions in RWA’s standard consulting agreement as attached, the proposer must note such objections in its proposal or the objection will be deemed to have been waived.</p>

Submittal Requirements

General	In order to facilitate the comparison of submittals from competing firms and to assist the evaluation team with the review process, firms are requested to organize their submittals in accordance with the following instructions.
Title Page	State the RFQ subject (RWA 2017 Direct Install Program), name of the consulting firm, address and telephone number of the proposer’s chief contact person, and the date of the proposal.
Table of Contents	The table of contents of the submittal should include a clear and complete identification of the materials submitted by section and page number.
Profile of Firm	Include firm staffing size and client base (i.e. local, regional, statewide, etc.), the location of the office from which the work will be done and the staffing allocation for that office. Include a statement as to the firm’s capability to support the proposed work.
Supervisory and Staff Qualifications and Experience	Identify staff, including the chief point-of-contact and managers, supervisors and specialists who would be assigned to the program. Clearly identify the project manager and his or her availability to manage the program between January and December 2017. Specifically discuss program administration, customer service, plumbing industry and construction experience that confirms ability to perform program scope.
Similar Engagements and References	List a minimum of two and a maximum of five similar recent engagements performed. Indicate the scope of work, date, engagement partner(s), total hours, and the name and telephone number of the principal client contact. Maximum of one page per engagement.
Fee Schedule	<p>For comparison purposes provide a complete schedule of charges for all staff (or positions) to be assigned to the project and number of anticipated hours by staff member. If applicable, include all direct expense rates and explanations of any indirect expenses (e.g., hourly charges associated with phone or FAX usage) or any mark-up charges for direct expenses. The rates should reflect billing rates for the duration of the project through January 2018. Note that travel and per diem expenses will not be allowable expenses for this program.</p> <p>The program budget is limited to the grant award amount. Payments will be made on a quarterly basis and the program may be terminated early if insufficient funds are available to complete the number of installations anticipated. Alternative payment schedules may be considered by RWA at the Contractors request.</p>

Sample Survey Form	Include a sample residential survey form that will be used for the program's interior surveys to assess current fixture flow rates following guidelines outlined under Task 2 in proposal.
Attachment A	The Fixture and Installation Cost Estimate Sheet must be completed and must include all associated fixture manufacturers cut sheets with the proposal.

ATTACHMENT A

FIXTURE AND INSTALLATION COST ESTIMATE SHEET

Complete Table 1 to show all costs, on a per unit basis, for providing interior residential plumbing surveys, the removal and disposal/recycling of current fixtures and the installation of WaterSense labeled High Efficiency Toilets (HETs), showerheads and faucet aerators with associated installation parts for residential housing units. Table 1 must include cost estimates for residential 1.28 and 0.8 gallons per flush (gpf) HETs, 1.5 and 1.25 gallons per minute (gpm) showerheads and 1.5 and 1.0 gallons per minute (gpm) aerators. Optional: If the proposing firm also provides commercial fixture direct installation services, complete Table 2. Additional cost estimates for alternative residential and commercial fixtures may be provided. These alternative fixtures must have flow rates below the required fixture flow rates stated above.

TOILETS

For toilets, include cost estimates for one (1) Gravity Flush HET, one (1) Pressure-Assist HET and one (1) ADA compliant HETs for all flush volumes listed above. Bowl must be a standard height (with the exception of the ADA compliant model) 12 inch rough-in white model. Attach associated manufacturers cut sheets that include brand and model information. Provide per unit costs. Provide additional detail for any other costs.

SHOWERHEADS

For showerheads, include cost estimates for one (1) wall mounted/ fixed showerhead and one (1) hand held showerhead for all flow rates listed above. Attach associated manufacturers cut sheets that include brand and model information. Provide per unit costs. Provide additional detail for any other costs.

BATHROOM AERATORS

For bathroom aerators, include cost estimates for two (2) bathroom aerators for all flow rates listed above. Attach associated manufacturers cut sheets that include brand and model information. Provide per unit costs. Provide additional detail for any other costs.

INSTALLATION COSTS

For installation costs, include cost estimates for installing one (1) toilet, one (1) showerhead and two (2) bathroom aerators per unit.

INTERIOR SURVEYS

For interior surveys, include estimated cost per survey assuming one (1) per housing unit. Note if cost of survey is included in installation costs.

SUMMARY TABLES

Based on the information requested above, fill in Table 1 below with per unit costs for fixtures, repairs and installation. Cost per unit for aerators should include the cost for two aerators.

Table 1: Residential

Fixture unit/Repair	Fixture/Repair cost per unit	Installation/Survey cost per unit
1.28 gpf Gravity toilet		
1.28 gpf Pressure-assist toilet		
1.28 gpf ADA toilet		
0.8 gpf Gravity toilet		
0.8 gpf Pressure-assist toilet		
0.8 gpf ADA toilet		
1.5 gpm wall mounted showerhead		
1.5 gpm handheld showerhead		
1.25 gpm wall mounted showerhead		
1.25 gpm handheld showerhead		
1.5 gpm bathroom aerator (2)		
1.0 gpm bathroom aerator (2)		
Flange repair		Not applicable
Angle stop repair		Not applicable
Interior survey	Not applicable	

NOTES: Provide any additional information or clarification about the estimates provided in Table 1:

Table 2: Commercial (OPTIONAL)

Fixture unit/Repair	Fixture/Repair cost per unit	Installation/Survey cost per unit
1.28 gpf Gravity toilet		
1.28 gpf Pressure-assist toilet		
1.28 gpf ADA toilet		
1.5 gpm wall mounted showerhead		
1.5 gpm handheld showerhead		
1.25 gpm wall mounted showerhead		
1.25 gpm handheld showerhead		
1.5 gpm bathroom aerator (2)		
1.0 gpm bathroom aerator (2)		
Flange repair		Not applicable
Angle stop repair		Not applicable
Interior survey	Not applicable	

NOTES: Provide any additional information or clarification about the estimates provided in Table 2:

ATTACHMENT B

AGREEMENT BETWEEN THE REGIONAL WATER AUTHORITY AND _____ FOR SERVICES RELATING TO _____

THIS AGREEMENT is made this _____, 20__, in Sacramento, California, between the Regional Water Authority (“RWA”), a California joint powers authority, and _____, a _____ [*Type of entity*] (“Consultant”), concerning _____ [*Describe project and services to be provided*] (the “Work”). The parties agree as follows:

1. **Scope of Work.** Consultant shall perform the work described in Exhibit A attached hereto and incorporated herein, and described as follows: _____ (the “Work”). Consultant shall: (a) provide all labor, equipment, material and supplies required or necessary to properly, competently, and completely perform the Work under this Agreement; and (b) determine the method, details and means of doing the Work.

2. **Compensation.**

a. ***[(Either option 1:)*** In exchange for the Work, RWA shall pay to Consultant a fee based on Consultant’s actual time and expenses necessarily and actually expended on the Work in accordance with Consultant’s fee schedule, attached hereto as Exhibit B and incorporated herein.] ***[(Or option 2:)*** In exchange for the Work, RWA shall pay to Consultant a fee based on the fee arrangement described on Exhibit B attached hereto and incorporated herein.]

b. The total fee for the Work shall not exceed \$_____. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by RWA. Consultant’s fee shall include all of Consultant’s costs and expenses related to the Work.

c. At the end of each month, Consultant shall submit to RWA an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, RWA shall pay the invoice within 30 days of its receipt.

3. **Term and Termination.**

a. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. ***[(Continue with either option 1:)*** Consultant shall complete the Work no later than _____, 20__. This deadline may be extended by RWA for good cause shown by Consultant.] ***[(Or option 2:)*** Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the

orderly progress of the Work.]

b. This Agreement may be terminated at any time by RWA upon 10 days' advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by RWA based on the above fee and payment provisions. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant's claimed benefit of the bargain.

4. Professional Ability of Consultant. Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. RWA has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

5. Conflict of Interest. Consultant (including its principals, associates and professional employees) represents and acknowledges that: (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income in the area covered by this Agreement or that would be affected in any manner or degree by the performance of Consultant's services under this Agreement; and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and RWA's conflict of interest code because Consultant will perform the Work independent of the control and direction of the RWA or of any RWA official, other than normal contract monitoring, and Consultant possesses no authority with respect to any RWA decision beyond the rendition of information, advice, recommendation or counsel. Consultant shall not engage in any conduct or other employment or business that would be incompatible with or unreasonably interfere with its obligations under this Agreement, that would create a conflict of interest, or that would reflect unfavorably upon the interests of RWA.

6. Consultant Records.

a. Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and charges for services, expenditures and disbursements for the Work for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. RWA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor General for three years following final payment under the Agreement.

7. Ownership of Documents.

a. Every report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, GIS data file, computer software and any other document or thing prepared by Consultant under this Agreement and provided to RWA ("Work Product") shall be the sole and exclusive property of RWA, and RWA shall have the perpetual, world-wide right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without RWA's prior written approval, unless compelled to do so by legal process.

b. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, RWA reserves a royalty-free, nonexclusive, world-wide, and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If RWA reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then RWA shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification.

c. For Work Product provided to RWA in paper format, upon request by RWA, Consultant agrees to provide the Work Product to RWA in an appropriate and usable electronic format (e.g., Word file, Excel spreadsheet, Adobe pdf, AutoCAD file).

8. Compliance with Laws. Consultant shall perform the Work in compliance with all applicable federal, California, and local laws and regulations, include applicable anti-discrimination and anti-harassment laws. Consultant also shall possess, maintain and comply with all federal, state and local permits, licenses, certificates, and approvals that may be required for it to perform the Work. In accordance with California Code of Regulations Title 13, section 2022.1(g), Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work.

Consultant is performing Work pursuant to funding provided to RWA by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on RWA and sub-recipients (the "Funding Conditions"). For any such Work, if RWA informs Consultant about the Funding Conditions, then Consultant agrees to determine, comply with and be subject to the Funding Conditions that apply to RWA's contractors and consultants performing the Work, including, but not limited to, provisions concerning record keeping, records retention, records inspection, audits, state or federal government's right to inspect Consultant's work, nondiscrimination, workers' compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

9. Confidentiality of Documents and Information. Consultant shall keep in strict confidence all Work Product and other documents and information provided to, shared with or created by Consultant in connection with the performance of the Consulting Services under this Agreement or during its time as a RWA consultant (collectively "Information"). Consultant shall not use any Information for any purpose other than the performance of the Work under

this Agreement, unless otherwise authorized in writing by RWA. Consultant shall not disclose any Information to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in writing by RWA.

10. General Insurance.

a. Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[NOTE: The general liability limits below may be adjusted depending on the overall cost and complexity of the Work, the cost of obtaining the recommended amount of coverage, and the risks involved in the Work.]***

Type	Limits	Scope
Commercial General Liability	\$1,000,000 per occurrence & \$2,000,000 aggregate, for general liability, bodily injury, personal injury and property damage.	At least as broad as Occurrence Form ISO CG 0001.
Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage.	At least as broad as ISO CA 0001 (Code 1, any auto).
Workers' Compensation	California statutory limits.	
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.	

b. The general liability, auto, and property and casualty policies will be endorsed to name RWA, and its directors, officers, employees, authorized volunteers, and agents as additional insureds regarding liability arising out of this Agreement. General Liability Coverage is to be endorsed to include contractual liability. The policies shall contain no special limitations on the scope of protection afforded to RWA, and its directors, officers, employees, authorized volunteers, and agents. Each insurance policy will be endorsed to state that coverage will not be canceled, except after 30 days' prior written notice to the RWA (10 days for non-payment of premium). The workers' compensation policy will be endorsed to include a waiver of subrogation against the RWA and its directors, officers, employees, volunteers, and agents.

c. Consultant shall provide all applicable certificates of insurance and additional insured endorsements to RWA within five days after execution of this Agreement and prior to the commencement of the Work. RWA reserves the right to review and reject any certificates or endorsements that not in compliance with this Section 11 and to require Consultant to obtain the appropriate coverages and amendatory endorsements prior to starting the Work.

d. If Consultant's firm owns no motor vehicles, Consultant agrees to obtain Business Automobile liability insurance in compliance with this Agreement should any motor vehicle be

acquired during the term of this Agreement. Such Business Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (3-06 ed.) Code 1 any auto. Non-Owned and Hired Automobile liability insurance is waived if Consultant's firm does not own any motor vehicles and such coverage is provided by a hired and non-owned auto endorsement to the Commercial General Liability policy described in paragraph 11(a), above.

e. Consultant's coverage will be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. RWA's insurance or self-insurance, if any, will be excess and will not contribute with Consultant's insurance.

f. Insurance is to be written on policy forms acceptable to RWA and be placed with insurers with a current A.M. Best's rating of A:VII or better and that are admitted to do business and in good standing in California, unless otherwise acceptable upon notice to and approval by RWA. In the case of Workers' Compensation and Employer's Liability Insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

g. Upon execution of this Agreement and annually thereafter, Consultant will provide to RWA the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), and certifying the additional insured coverage.

h. The requirements as to the types, limits, and RWA's approval of insurance coverage to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this Agreement. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify RWA prior to making such changes.

i. Consultant shall ensure that all required insurance coverages are maintained throughout the term of this Agreement. If any of the required coverages expire during the term of this Agreement, Consultant shall deliver renewal certificates and any required endorsements to RWA at least 10 days before the expiration date.

j. Any deductible or self-insured retention must not exceed \$50,000, unless authorized in writing by RWA.

12. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel approved by RWA), protect, and hold harmless RWA, and its directors, officers, employees, volunteers, and agents from and against any and all actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, and costs (including, without limitation, attorney's, expert witness and consultant fees and expenses, fines, penalties, and litigation costs and expenses) of every nature ("claims" or "claim"), arising out of, pertaining to or in any way connected with the negligence, recklessness or willful misconduct of Consultant or its employees', agents' or subcontractors' negligence, recklessness or willful misconduct, except where caused by the active negligence or willful misconduct of RWA or as otherwise provided or limited by law. Consultant's

obligations under this indemnification provision shall survive the completion of Work under, or the termination of, this Agreement. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this provision. The obligations of this provision shall apply whether or not such insurance policies shall have been determined to be applicable to any claims. By executing this Agreement, Consultant specifically acknowledges that the duty to defend provided in this indemnification provision is a separate and distinct obligation from Consultant's duty to indemnify RWA, and that Contractor shall defend RWA and other indemnified parties in any legal, equitable, administrative, or special proceedings asserting a claim covered by this indemnity and that Contractor shall pay any costs and expenses that may be incurred by an indemnified party in enforcing this indemnity.

13. Subcontractors. No subcontract shall be awarded nor any outside contractor engaged by Consultant without RWA's prior written approval. Any approved subcontractor shall be covered by Consultant's insurance in accordance with the insurance requirements of Paragraphs 10 and 11 of this Agreement or such subcontractor shall obtain the required insurance coverages and provide proof of same to RWA as provided in Section 11 of this Agreement.

14. Independent Contractor. It is expressly understood and agreed by the parties that Consultant's relationship to RWA is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not RWA employees, and they are not entitled to RWA employment salary, wages or benefits. Consultant shall pay, and RWA shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify RWA, and its officers, employees, volunteers and agents, from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board or other federal or state agency concerning Consultant's independent contractor status.

15. Entire Agreement. This Agreement and the attached exhibits represent the sole, final, complete, exclusive, and integrated expression and statement of the terms of the agreement between RWA and Consultant concerning the Work. There are no written or oral agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

16. Successors and Assignment. This Agreement shall be binding on, and inure to the benefit of, the heirs, successors, and assigns of the parties. However, Consultant agrees that it will not subcontract, assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of RWA.

17. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

18. No Waiver of Rights. Any waiver at any time by either RWA or Consultant of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by RWA to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

19. Interpretation. RWA and Consultant each had the opportunity to consult independent counsel in the negotiation and execution of this Agreement. For the purposes of interpretation of this Agreement, neither party will be deemed to have been its drafter.

20. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The state superior or federal district court where RWA's office is located shall be venue for any litigation concerning the enforcement or construction of this Agreement.

21. Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to be properly given if delivered, mailed or sent by facsimile or e-mail in the manner provided in this paragraph, to the following persons:

RWA:

Regional Water Authority
Attn: John K. Woodling
5620 Birdcage Street, Suite 180
Citrus Heights, CA
Phone: (916) 967-7692
E-mail: jwoodling@rwah2o.org

Consultant:

Attn: _____

Phone: (____) ____-____
E-mail: _____

If sent by mail, any notice, delivery or other communication will be effective or deemed to have been given three days after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above. If sent by facsimile or e-mail, any notice, delivery or other communication will be deemed to have been given only after it has been confirmed in writing as received. If delivered personally or by commercial overnight delivery service, any such notice, delivery or other communication will be deemed to have been given on the date of delivery. Either party may change that party's address or designated representative by giving written notice of the change to the other party in the manner provided in this paragraph.

22. Labor Code Requirements. The following provisions apply to certain services performed by Consultant as part of the Work that may constitute "public work" subject to the prevailing wage and related laws, including inspection and land surveying work subject to Labor Code sections 1720(a) and 1770, et seq., and maintenance work as defined under section 16000 of Title 8 of the California Code of Regulations ("Prevailing Wage Work"). If Consultant is unsure as to the applicability of these sections, RWA recommends that Consultant consult with its attorney or contact the Department of Industrial Relations for clarification. If Consultant performs Prevailing Wage Work under this Agreement, then Consultant agrees that it will comply with the following provisions:

a. Prevailing Wages. The prevailing rates of per diem wages shall be those determined by the Department of Industrial Relations, Division of Labor Statistics and Research, Prevailing Wage Unit. If the prevailing wage for a category of work subject to the State prevailing wage laws has not been established by the Department of Industrial Relations' Prevailing Wage Unit, Consultant should obtain a determination of the wages to be paid from the Unit. Consultant agrees to pay all workers performing Prevailing Wage Work not less than the general prevailing rate of per diem wages for work of a similar character in the locality of RWA, and not less than the general rate of per diem wages for holiday and overtime work, as established pursuant to the California Labor Code and regulations and orders issued thereunder. A copy of the applicable prevailing rate of per diem wages is available to any interested person at the administrative offices of RWA or from the Department of Industrial Relations, Division of Labor Statistics and Research, Prevailing Wage Unit. Consultant shall obtain and post a copy of such prevailing wage rates at the job site. Consultant also shall comply with the provisions of California Labor Code section 1775, including but not limited to provisions which require Consultant to (a) forfeit as a penalty not more than the sum of two hundred dollars (\$200) and not less than forty dollars (\$40) for each calendar day or portion thereof for each worker (whether employed by Consultant or subcontractor) paid less than the stipulated prevailing rates for any Prevailing Wage Work done under this Agreement in violation of the provisions of the California Labor Code; and (b) pay each such worker the difference between the prevailing wage rate and the amount paid to each such worker for each calendar day or portion thereof for which said worker was paid less than the prevailing rate.

b. Eight-Hour Day Limitation. *Consultant agrees that 8 hours' labor shall constitute a day's work, and that no worker in the employ of Consultant or any subcontractor performing or contracting to perform Prevailing Wage Work shall work more than 8 hours in any one calendar day and 40 hours in any one calendar week; provided that subject to California Labor Code section 1815, a worker may perform Prevailing Wage Work in excess of 8 hours per day or 40 hours per week at not less than one and one-half times the basic rate of pay. Except as provided above for overtime, Consultant shall forfeit as a penalty the sum of \$25 for each worker employed in the execution of this Agreement by it or by any subcontractor under it and performing Prevailing Wage Work for each calendar day during which such worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of California Labor Code sections 1810 through 1815.*

c. Payroll Records. Consultant and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with Prevailing Wage Work, and shall make such payroll records available for inspection, in accordance with the requirements of California Labor Code section 1776. Consultant shall be responsible to ensure compliance with section 1776, whose provisions are incorporated herein by this reference. Consultant's failure to comply with the requirements of Labor Code section 1776 may result in the imposition of the penalties provided in subdivision (h) thereof.

d. Employment of Apprentices. Consultant shall comply with, and take such actions as necessary to effectuate, the employment of apprentices' requirements as set forth in California Labor Code sections 1777.5, 1777.6 and 1777.7 in connection with Prevailing Wage Work.

23. Consultant represents that it is licensed by the California State Contractors License Board, holding a Class ____ license, and that Consultant's license is in good standing and will be kept in good standing during the term of this Agreement.

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

REGIONAL WATER AUTHORITY: _____:

By: _____
John Woodling
Executive Director

By: _____

[Name]
[Title]