

## REQUEST FOR QUALIFICATIONS (RFQ)

The Regional Water Authority (RWA) is seeking a qualified consulting firm with extensive experience with design, construction, and operations of aquifer storage and recovery (ASR) wells to provide support for investigating the feasibility of employing ASR in the greater Sacramento metropolitan area. While a detailed scope of work is yet to be developed, a primary focus of the study will be to improve our understanding of a number of issues identified by regional water agencies, which are listed in the Scope of Services section below.

The RWA was formed in 2001 as a joint powers authority to serve and represent the interests of more than 20 water providers and associated agencies in the greater Sacramento region. The RWA's vision includes effectively managing water resources to provide high quality water supplies to the public at a reasonable cost. 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. Additional information on RWA can be found at <http://www.rwah2o.org>.

The RWA reserves the right to modify the anticipated timeline set forth below. The RWA reserves the right to reject any and all submittals, cancel all or part of this RFQ, waive any minor irregularities and to request additional information from proposing firms. This RFQ 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 submittals in response to this request.

To be considered, three bound copies of the submittal and one unbound copy must be received by the contact below by **3:00 p.m. on Friday, October 12, 2018**. The RWA reserves the right to reject any or all submittals after the deadline.

### General Information

<b>Primary Contact</b>	The primary contact with the RWA will be:  Rob Swartz, Manager of Technical Services 5620 Birdcage Street, Ste 180 Citrus Heights, California, 95610 Voice: (916) 967-7692 Fax: (916) 967-7322 Email: <a href="mailto:rswartz@rwah2o.org">rswartz@rwah2o.org</a>	
<b>RFQ Timeline</b>	September 13, 2018 October 12, 2018  October 15-19, 2018 October 24, 2018	Distribution of RFQ Submittal filing deadline – must be <b><u>received by RWA by 3:00 p.m.</u></b> RWA review of Qualifications RWA Executive Committee approves consultant selection process

## Project Information

<b>Project Background</b>	<p>Since 2016, RWA and its member agencies have been working to identify opportunities to improve the water supply reliability of RWA members. This effort, referred to as the Regional Water Reliability Plan (RWRP), identified the potential vulnerabilities and proposed mitigation actions to address the water supply vulnerability of each agency. The RWRP effort is nearing completion, but a final report is not yet available. One potential mitigation action for those agencies overlying the regional groundwater basin that was identified as warranting further exploration by a number of agencies was the use of ASR to store water during wet periods and recover it during dry periods. However, the local knowledge base on the use of ASR is limited, so critical information about the feasibility of using it in the region is not currently known.</p> <p>A minimum of six agencies in the region have expressed an interest in the potential use of ASR wells. This interest includes constructing approximately 10 new ASR wells and evaluating the potential conversion of approximately 20 existing conventional wells to being ASR capable.</p>
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## Scope of Services

<p><b>Nature of Services</b></p>	<p>The final scope of work and budget for the project will be determined following the selection of the consultant. The study is considered to be a reconnaissance level assembling of information that will serve as a foundation for making decisions about moving forward with more detailed evaluation of employing ASR in the region. Little to no field work is expected. The nature of the study is to focus more on the cost and potential barriers to ASR, although some of the potential benefits will also be identified.</p> <p>RWA is seeking consultant support in improving our understanding of the four key issue areas listed below. In response to this RFQ, the consultant should identify specific individuals that will assist in addressing these issue areas and their experience in these areas. Note that the questions below are only examples indicating the types of questions that have been raised by the agencies expressing an interest in further exploring ASR.</p> <ol style="list-style-type: none"> <li>1. Expense-Related Issues             <ol style="list-style-type: none"> <li>1.1 What are the capital costs of new ASR wells compared to new conventional wells?</li> <li>1.2 What are the capital costs of converting an existing conventional production well for use as an ASR well?</li> <li>1.3 How do operations and maintenance costs of ASR wells compare to conventional wells?</li> <li>1.4 What are additional costs of permitting and regulatory compliance (e.g., water quality monitoring) associated with ASR wells?</li> </ol> </li> <li>2. Physical Issues             <ol style="list-style-type: none"> <li>2.1 Based on available hydrogeologic conditions and regional geologic characterizations, where are desirable locations in the region to employ ASR?</li> <li>2.2 Based on existing well construction information, what is the suitability of existing conventional wells for conversion to ASR?</li> </ol> </li> <li>3. Chemical Issues             <ol style="list-style-type: none"> <li>3.1 Based on available water quality analyses, what types of potential reactions associated with differing source injection water (Sacramento River versus American River) and groundwater (e.g., Redox conditions and pH reactions influencing adsorption/desorption) might be expected to occur?</li> <li>3.2 What types of impacts (positive or negative) on existing known contaminant plumes might be expected?</li> </ol> </li> <li>4. Legal Issues             <ol style="list-style-type: none"> <li>4.1 How have other operating ASR programs in California addressed the legal right to store the water (e.g., the use of Underground Storage Supplement Permits from the Water Board)?</li> </ol> </li> </ol>
<p><b>Estimated Budget</b></p>	<p>The budget will be developed with the selected consultant as part of a final scope of work for the proposed study. The estimated budget for the proposed work is in the range of \$25,000 to \$40,000.</p>
<p><b>Engagement Term</b></p>	<p>The contract term is expected to run from November 2018 through June 2019.</p>

## Submittal Requirements

<b>Submittal Requirements</b>	<p>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. Please submit three complete bound copies plus one complete unbound copy.</p>
<b>Title Page</b>	<p>State the RFQ subject (Regional ASR Feasibility Study), name of the consulting firm, local address, telephone number and fax number of the proposer's chief contact person, and the date of the proposal.</p>
<b>Table of Contents</b>	<p>The table of contents of the submittal should include a clear and complete identification of the materials submitted by section and page number.</p>
<b>Profile of Firm</b>	<p>Include staffing size of your firm and your firm's client base (i.e. local, regional, statewide, etc.) and 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.</p>
<b>Staff Qualifications and Experience</b>	<p>Identify staff, including managers, supervisors and specialists, who would be assigned to the project. <b>Specifically discuss project experience of staff with respect to each of the four issue areas described in the Scope of Services section above.</b> Clearly identify the project manager and his or her availability to manage the project between November 2018 through June 2019.</p>
<b>Similar Engagements and References</b>	<p>List a minimum of three and a maximum of five recent engagements relevant to the current study. Indicate the scope of work, date, engagement partner(s), total hours, and the name and telephone number of the principal client contact. Maximum of two pages per engagement.</p>
<b>Fee Schedule</b>	<p>For evaluation purposes provide a complete schedule of charges for all staff (or positions) to be assigned to the project. Include all direct expense rates (e.g., mileage) 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.</p>

## Qualifications Submittal and Evaluation

<p><b>Proper Completion and Submission of RFQ</b></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. <b>Submittals may be mailed or hand delivered to the RWA office, but must be received by RWA by 3:00 p.m. on the due date.</b> Late submissions or delivery via facsimile or e-mail will not be considered.</p>
<p><b>Rights to Submitted Materials</b></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><b>Changes to RFQ</b></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><b>Inquiries to RFQ</b></p>	<p>Please first submit any inquiries or clarification concerning the RFQ via email to RWA’s principal contact. Answers to inquiries will be returned via email.</p>
<p><b>Evaluation of RFQ</b></p>	<p>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), qualifications of staff (25 points), past experience and references (25 points), and consulting firm fee schedules (20 points). There is a maximum possible score of 80 points. The criteria are further described in the “Submittal Requirements” section above.</p> <p>During the evaluation process, RWA reserves the right, where it may serve the RWA's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.</p>

## Additional Contracting Information

<p><b>Award of Contract</b></p>	<p>RWA's selection of a consulting firm will be completed by October 24, 2018. Following notification of the selected firm, it is expected that a contract will be executed between RWA and the selected firm in November 2018.</p>
<p><b>Subcontracting</b></p>	<p>If a proposer intends to subcontract any of the work, that fact, the name of the proposed subcontracting firm(s), and the work to be performed by each subcontractor must be clearly identified in the submittal. All subcontractors will be subject to the same confidentiality and security measures as described above.</p>
<p><b>Insurance</b></p>	<p>The selected consulting firm will maintain in full force and effect throughout the term of the services contract the following insurance coverage:</p> <p>A. Comprehensive General Liability Insurance coverage at least as broad as ISO CG00 01.</p> <p>B. Automotive Liability Insurance coverage at least as broad as ISO CA00 01 (hired or non-owned).</p> <p>C. Workers' Compensation Insurance coverage at the statutory limits, covering its employees used in performance of this Agreement. The consultant also will require any approved sub-contractors that perform services for RWA to also provide Workers' Compensation Insurance covering such sub-contractor's employees.</p> <p>D. Professional Liability Insurance.</p> <p>Coverage amounts are identified in the latest version of the RWA Master Services Agreement. If requested by RWA, all proposers will promptly submit to RWA evidence of insurance coverage.</p>
<p><b>Other Agreement Terms</b></p>	<p>Proposers are strongly recommended to review the attached standard RWA Master Services Agreement for additional requirements of RWA contractors.</p>

**AGREEMENT BETWEEN THE REGIONAL WATER AUTHORITY  
AND \_\_\_\_\_ FOR SERVICES RELATING TO**

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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.

***[Include if work is subject to grant or loan agreement:]*** Consultant may perform some of the 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. Professional Liability Insurance.** Consultant shall maintain professional liability insurance as shall protect against claims based on alleged errors or negligent acts or omissions which may arise from the Work or from Consultant’s operations or performance under this Agreement, whether any such claim is made during or subsequent to the term of this Agreement, and whether such operations or performance be by Consultant or its employees, subcontractors, agents or anyone else employed by any of the foregoing. Coverage is to be endorsed to include contractual liability. The amount of this insurance shall not be less than \$2,000,000 per claim and \$2,000,000 aggregate. Said policy shall be continued in full force and effect during the term of this Agreement and for a period of five years following the completion of the Work. In the event of termination of said policy, new coverage shall be obtained for the required period to insure for the prior acts of Consultant during the course of

performing services under the terms of this Agreement. Consultant shall provide to RWA a certificate of insurance on a form acceptable to the RWA indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates within 10 days after expiration of each policy term. Any deductible or self-insured retention must not exceed \$50,000, unless authorized in writing by RWA. The insurance is to be placed with insurers licensed to do business by and in good standing with the California Department of Insurance, with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to RWA.

**11. 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	\$2,000,000 per occurrence & \$4,000,000 aggregate, for general liability, bodily injury, personal injury and property damage.	At least as broad as Occurrence Form ISO CG 0001.
Automobile Liability	\$2,000,000 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. **[Include if work is subject to prevailing wage and related requirements:] 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. [Include if Consultant holds a professional license required for the Work:] Licensing. Consultant represents that it is licensed by the California \_\_\_\_\_ [name the relevant professional licensing board], 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]