

# REGIONAL LANDSCAPE IMAGERY PROJECT

## REQUEST FOR PROPOSALS

Regional Water Authority  
5620 Birdcage Street, Suite 180  
Citrus Heights, California 95610

Proposals Due By 3:00 PM, July 8, 2019



# Regional Landscape Imagery Project Request for Proposal

<b>General Project Information</b>	<p>The Regional Water Authority (RWA) is seeking support for the implementation of a Regional Landscape Imagery Project (Project). RWA collectively purchased high resolution aerial imagery (3 inch, 4 band, collected in March/April 2018). The purpose of the purchase was to assist RWA member water agencies with local and regional planning efforts, including those associated with the recently passed (May 2018) <a href="#">Senate Bill 606</a> (Hertzberg) and <a href="#">Assembly Bill 1668</a> (Friedman). Part of these new laws will require the calculation of water use targets that are based, in part, on the amount of irrigable landscape in a water supplier's service area (primarily for residential accounts) and local climate. These landscape budgets based on irrigable land will be rolled up at the water agency level (not assigned to any one customer/account). For more information on the legislation, refer to the <a href="#"><u>Making Water Conservation a California Way of Life-Primer of 2018 Legislation on Water Conservation and Drought Planning, Senate Bill 606 and Assembly Bill 1668.</u></a></p> <p>To better understand the state's development of landscape budgets and the impacts (in terms of potential water savings needed) for water agencies, a subset of RWA's member water agencies (participating agencies) have shown interest in conducting analysis of the aerial imagery to estimate the area of relevant irrigable and irrigated land in (yet to be determined) pilot areas within their service areas. The resulting irrigable and irrigated land area for each participating water agency's pilot areas can then be used to estimate the agency-wide landscape water budgets prior to the state's 2022 required deadline to adopt a similar landscape water budget methodology. This analysis will provide agency specific data to help guide water agency feedback to the state as they develop their methodology for the regulation. RWA is also interested in a (full and/or half day) training workshop for water agency staff to learn how to create parcel level water budgets to then compare to meter data (exact workshop scope yet to be determined).</p> <p>RWA is seeking responses from Consultants that can perform the following:</p> <ul style="list-style-type: none"><li>• Calculate irrigable and irrigated area for a pilot area(s) within each participating RWA water agency members' service area</li><li>• Design and facilitate a multiagency imagery training</li></ul> <p>Participating water agencies<sup>1</sup> include:</p> <table border="1"><tr><td data-bbox="450 1607 809 1691">City of Folsom</td><td data-bbox="809 1607 1168 1691">City of Yuba City</td><td data-bbox="1168 1607 1527 1691">Sacramento County Water Agency</td></tr><tr><td data-bbox="450 1691 809 1776">City of West Sacramento</td><td data-bbox="809 1691 1168 1776">Elk Grove Water District</td><td data-bbox="1168 1691 1527 1776">San Juan Water District</td></tr></table>	City of Folsom	City of Yuba City	Sacramento County Water Agency	City of West Sacramento	Elk Grove Water District	San Juan Water District
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<sup>1</sup> Participating agencies could increase or decrease based on final pricing and scope.

<b>Disclaimer</b>	<p>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 RFP, waive any minor irregularities and to request additional information from proposing Consultants. <u>This request for proposals (RFP) does not obligate the RWA to award a contract. There is no expressed or implied obligation for the RWA to reimburse responding Consultants for any expenses incurred in preparing proposals in response to this request.</u></p> <p>To be considered, four bound paper copies of the submittal and one unbound paper copy must be received by the principal contact listed below by <b>3:00 p.m. on Monday, July 8th</b>. The RWA reserves the right to reject any or all submittals after the deadline.</p>						
<b>RWA Profile</b>	<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 and Yolo County Region. The RWA's vision includes effectively managing water resources to provide high quality water supplies to the public at a reasonable cost and to promote 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. For more information visit the RWA website at <a href="http://www.rwah2o.org">www.rwah2o.org</a>.</p>						
<b>Principal Contact</b>	<p>The principal contact with the RWA will be:  Amy Talbot, Senior Project Manager  5620 Birdcage Street, Suite 180  Citrus Heights, California, 95610  Phone: (916) 967-7692  Email: Amy Talbot <a href="mailto:atalbot@rwah2o.org">atalbot@rwah2o.org</a></p>						
<b>RFP Timeline</b>	<table border="1"> <tr> <td>June 11, 2019 Distribution of RFP</td></tr> <tr> <td>July 8, 2019 RFP filing deadline-must be received by RWA by 3:00 p.m.</td></tr> <tr> <td>July 9-19, 2019 RWA review of RFPs received</td></tr> <tr> <td>July 22, 2019 RWA notifies Selected Candidate</td></tr> <tr> <td>June/July RWA Executive Committee and/or Board Approval</td></tr> <tr> <td>August 2019 Project begins</td></tr> </table>	June 11, 2019 Distribution of RFP	July 8, 2019 RFP filing deadline-must be received by RWA by 3:00 p.m.	July 9-19, 2019 RWA review of RFPs received	July 22, 2019 RWA notifies Selected Candidate	June/July RWA Executive Committee and/or Board Approval	August 2019 Project begins
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## Scope of Services

The RWA is soliciting qualified Consultants to perform the Components and Tasks associated with the following Project Description.

Nature of Services	<u>Project Description:</u>
	<p>The Regional Water Authority (RWA) is seeking support for the implementation of a Regional Landscape Imagery Project (Project). RWA collectively purchased high resolution aerial imagery (3 inch, 4 band, collected in March/April 2018). The purpose of the purchase was to assist RWA member water agencies with local and regional planning efforts, including those associated with the recently passed (May 2018) <a href="#">Senate Bill 606</a> (Hertzberg) and <a href="#">Assembly Bill 1668</a> (Friedman). Part of these new laws will require the calculation of water use targets that are based, in part, on the amount of irrigable landscape in a water supplier's service area (primarily for residential accounts) and local climate. These landscape budgets based on irrigable land will be rolled up at the water agency level (not assigned to any one customer/account).</p> <p>To better understand the state's development of landscape budgets and the impacts (in terms of potential water savings needed) for water agencies, a subset of RWA's member water agencies (participating agencies) have shown interest in conducting analysis of the aerial imagery to estimate the area of relevant irrigable and irrigated land in (yet to be determined) pilot areas within their service areas (Component 1). Pilot areas will vary in size (Attachment C) and location. The resulting irrigable and irrigated land for each participating water agency's pilot areas can then be used to project the agency-wide landscape water budgets prior to the state's 2022 deadline to adopt a similar landscape water budget methodology. This analysis will also provide agency specific data to help guide water agency feedback to the state as they develop their methodology for the regulation.</p> <p>Additionally, RWA is interested in a (full and/or half day) training workshop for water agency staff to learn how to create parcel level measurement of irrigated and irrigable landscape. Workshop may include how to incorporate imagery into other local water planning efforts (exact workshop scope yet to be determined) (Component 2).</p> <p>RWA is seeking responses from Consultants that can perform the Project's 2 Components and associated Tasks. Components and Tasks may be modified throughout the Project time period to adjust to new information provided by the State, Project budget restrictions, and/or potential issues that may arise with the selected budget methodology including but not limited to the availability or quality of data. Information about participating RWA water agencies is provided in Attachments A and B. Consultant will be asked to provide cost estimates based on a variety of pilot sizes defined by the number of residential parcels (Attachment C).</p>

The Project goals include:

1. Develop reasonable estimates of residential irrigated and irrigable landscape area for pilot areas within each participating water agencies' service areas with the purpose of calculating residential landscape budgets.
2. Develop local water agency staff expertise in landscape budget development and analysis for internal use as well as to provide informed feedback to the State's residential landscape budget development process.

#### **Component 1: Calculate Irrigable and Irrigated Area**

The first component is focused on calculating irrigable and irrigated area for single family (and potentially multifamily) parcels within pilot areas of participating agency service areas.

#### **Component 1 Tasks:**

##### **TASK 1. COMPILE AND ORGANIZE DATA**

**Land Use Data:** County Assessor Data for Sacramento, Placer, El Dorado, Yolo, and Sutter counties will be used to identify single family and multifamily parcels in the region. It is acknowledged that County Assessor residential classifications vary between counties. Consultant will work with RWA staff to standardize multicounty residential classifications into umbrella RWA Single Family and RWA Multifamily categories, which will be used in the analysis. RWA staff has already performed the consolidation of classifications for Sacramento and Placer Counties, which may need to be revised.

**Imagery Data:** RWA will provide Consultant with imagery data. Data includes March/April 2018 3 inch, 4 band (Red, Green, Blue, and Near Infrared) aerial imagery for all RWA member agency service areas. Additional imagery is anticipated to be provided by RWA, depending on availability and delivery schedule including: Summer 2018 and 2017 60 centimeter, 4 band aerial imagery from the National Agriculture Imagery Program (NAIP) and/or Summer 2016/2018 1 foot, 4 band aerial imagery through a partnership with the California Department of Water Resources. If summer infrared data cannot be provided by RWA for the project, RWA understands this will be an additional project cost currently not included in this RFP scope and will work with the selected Consultant to secure it.

**Water Supplier Data:** RWA will provide Consultant with RWA water supplier service area boundary data in a Geographic Information System (GIS) file format. Additional information may be provided by each participating RWA member agency by request.

## **TASK 2. DEVELOP METHODOLOGY**

**Definitions:** Consultant will work with RWA staff and participating member agencies to refine irrigated, irrigable-not irrigated, and not irrigable definitions to match level of available funding and desired level of accuracy. RWA anticipates changes to these definitions to evolve as the Project moves forward.

For the purposes of responding to the RFP assume the following definitions:

- **Irrigated landscape area:** area within parcel boundary that is artificially irrigated, detected by summer imagery processing.
- **Irrigable-not irrigated landscape area:** area within a parcel boundary that is not currently irrigated but could be irrigated in the future.
- **Not Irrigable/Natural area:** area within a parcel boundary that is not currently irrigated and will likely not be irrigated in the future. This designation especially pertains to larger lots (> 1 acre).

**Methodology:** Describe in detail the methods and process Consultant will use to calculate irrigated, irrigable-not irrigated, and not irrigable/natural area single family residential landscape area for the region as defined above based on the imagery provided.

While developing the methodology, consider the following factors and include them in the RFP response:

**Scale:** There is a need to balance level of detail and cost. Analysis can range from hand digitization of parcel level data to predominately algorithm dependent based and combinations between. Propose a scale of analysis that is sufficient to reach the project's goals but is also relatively cost efficient for regional participation.

**Diverse Service Areas:** As shown in Attachments A and B, the Sacramento region has a diverse group of water agencies, not only in size but in topography. The agencies range from urban centers in downtown Sacramento to heavily wooded areas in Placer County. Include a strategy in your proposal on how you would address this diversity in each pilot project regarding their irrigated and irrigable landscape area.

**Residential Lots:** The Project is focused on residential areas. The size of those residential areas vary depending on location and development type. While smaller more urban lots have a relatively straightforward path to determine irrigable area, the larger lots with natural area are more complex. In addition, multi-family properties are considered by the State to be residential. It is to the benefit of each participant to include multi-family properties in their budget.

	<p>Describe how your business's methodology will address these issues.</p> <p><b>Details:</b> Include discussion in the proposal on how to manage the following:</p> <ul style="list-style-type: none"> <li>• How to classify (irrigated, irrigable-not irrigated, not irrigable) tree canopy and pools,</li> <li>• How to manage inaccurate (boundaries not matching landscape view) parcel boundary data,</li> <li>• How to classify undeveloped/natural areas in larger (&lt; 1 acre) parcels, and</li> <li>• How to identify multi-family properties and their irrigable area</li> <li>• Any other related issues of importance.</li> </ul> <p><b>Error:</b> It is acknowledged that any chosen methodology will have inherent error associated with it and in some cases compounded error. Please discuss the error issues associated with your business's proposed methodology and how your business plans to manage it, if possible.</p> <p><b>Flexibility:</b> To extend the value of this project, RWA would like the resulting analysis to be organized in as small analysis increments as possible so that potential changes to the state's related methodology could be incorporated into the results for future assessment. For example, tree canopy could be counted as irrigable landscape area in Round 1 of their methodology development but in future rounds it could be removed from what is defined as irrigable landscape area. To the extent possible, describe how your business could compartmentalize components of the irrigated and irrigable landscape area in ways to make future adjustments to the results possible.</p> <p><b>TASK 3. PERFORM ANALYSIS</b></p> <p>Consultant will perform analysis based on the final methodology. Discuss the potential need for several iterations of analysis to refine the methodology to meet the goal of the Project in the RFP response.</p> <p><b>TASK 4. RESULTS</b></p> <p>Results will be presented to the Project Advisory Committee (PAC) for discussion prior to finalizing results. Results will be packaged and presented in a way to resonate with a diverse audience of water agency staff (conservation, GIS, and management) and RWA Board members. Multiple versions of the results may be necessary for different audiences or participating water agencies.</p> <p><b><u>Component 1 Deliverables:</u></b> The selected Consultant is responsible for the following deliverables associated</p>
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	<p>with Component 1:</p> <ul style="list-style-type: none"> <li>• Spreadsheet of land use designations: separate tab for each participating agencies' data and one summary tab to show consolidated RWA project wide land use categories,</li> <li>• Methodology Summary Word document including final definitions (characteristics/parameters) for irrigated, irrigable-not irrigated, and not-irrigable landscape areas,</li> <li>• Tabular irrigated, irrigable-not irrigated and not irrigable/natural areas totals organized by RWA land use category for all participating RWA water agencies (separate tab for each agency's data) in Excel spreadsheet (including any smaller analysis increments described in the Flexibility text in Task 2),</li> <li>• Associated spatial data (ex: GIS shapefiles) as available,</li> <li>• PowerPoint presentation for Project Advisory Committee, and</li> <li>• Final Project Report (specific context to be determined).</li> </ul> <p><b><u>Component 2: Training for Water Agency Staff</u></b></p> <p>The second component is focused on designing and facilitating a multiagency imagery training.</p> <p><u>Component 2 Tasks:</u></p> <table border="0"> <thead> <tr> <th style="text-align: left;"><b>TASK 1.</b></th><th style="text-align: center;"><b>Training</b></th></tr> </thead> <tbody> <tr> <td colspan="2"> <p>The goal of the training is to develop local water agency staff expertise in landscape budget development and analysis for internal use as well as to provide informed feedback to the State's landscape budget development process. The training must include:</p> <ul style="list-style-type: none"> <li>• Step-by-step description of residential landscape budget examples using the definitions and considerations from Component 1,</li> <li>• Brainstorming of additional potential landscape budget issues focused on characteristics of RWA member agencies' service areas, and</li> <li>• Question and answer session based on a variety of landscape budget scenarios proposed from trainees based from experience within their respective service area.</li> </ul> <p>Prior knowledge of the State's Senate Bill 606 and Assembly Bill 1668 associated landscape budget process is preferred. Additional training topic ideas in line with the overall training goal are welcome and may be included in the RFP response. Provide scope and details for a full day (8 hour) and half day (4.5 hours) training session. Anticipated attendance is 20-30 people. Attendees will have a range of</p> </td></tr> </tbody> </table>	<b>TASK 1.</b>	<b>Training</b>	<p>The goal of the training is to develop local water agency staff expertise in landscape budget development and analysis for internal use as well as to provide informed feedback to the State's landscape budget development process. The training must include:</p> <ul style="list-style-type: none"> <li>• Step-by-step description of residential landscape budget examples using the definitions and considerations from Component 1,</li> <li>• Brainstorming of additional potential landscape budget issues focused on characteristics of RWA member agencies' service areas, and</li> <li>• Question and answer session based on a variety of landscape budget scenarios proposed from trainees based from experience within their respective service area.</li> </ul> <p>Prior knowledge of the State's Senate Bill 606 and Assembly Bill 1668 associated landscape budget process is preferred. Additional training topic ideas in line with the overall training goal are welcome and may be included in the RFP response. Provide scope and details for a full day (8 hour) and half day (4.5 hours) training session. Anticipated attendance is 20-30 people. Attendees will have a range of</p>	
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	<p>topical experience from none to professional level. For this reason, RWA may consider hosting multiple trainings based on experience level. Consultant must attend (either via phone or in person) one coordination meeting with RWA staff prior to finalizing training design scope.</p> <p><b>TASK 2. Host Training</b></p> <p>RWA will provide the location, handouts, food/beverages, computer and projector. RWA will manage attendee outreach and registration logistics. Consultant will provide trainer(s), agenda, presentation/activities, and any additional educational materials (training guide). Training anticipated for summer/early fall 2019. RWA will administer a training evaluation and will share the consolidated results with Consultant.</p> <p><b>TASK 3. Post-Training Technical Assistance</b></p> <p>This is an optional task that some participating RWA member water agencies may want to participate in after the training. Provide a list of potential technical assistance services that your business could provide related to the RFP scope and the associated costs.</p> <p><b><u>Component 2 Deliverables:</u></b> The selected Consultant is responsible for the following deliverables associated with Component 2.</p> <ul style="list-style-type: none"> <li>• Submit training scope, training agenda, training presentation, and training guide for RWA staff approval prior to training.</li> <li>• Develop local water agency staff expertise in landscape budget development and analysis for internal use as well as to provide informed feedback to the State's landscape budget development process.</li> </ul>
<b>Project Timeline</b>	RWA is anticipating a 5 - 9 month project timeline for this project. Project timeline is ultimately dependent on number of participating agencies, data availability, final selected scope, project funding limitations, and RWA staff and member feedback.
<b>Invoicing</b>	RWA will process submitted and approved (by RWA Project Manager and RWA Executive Director) invoices at or within 30 days.
<b>Project Advisory Committee</b>	Throughout the Project, selected Consultant is expected to provide regular updates to the Project Advisory Committee comprised of RWA and RWA member agency staff, as necessary. Consultant should plan on preparing for and attending at least 3 meetings with Project Advisory Committee corresponding with major project milestones (yet to be determined). Meetings will be primarily held at the RWA

	office in Citrus Heights, California.
<b>Attachments</b>	A. Map of RWA Member Water Agencies B. General Information about RWA Member Water Agencies C. Project Cost Estimates (REQUIRED for RFP submittal) D. RWA Services Agreement

## **Submittal Process and Evaluation**

<b>Proper Completion and Submission of RFP</b>	To be considered, each Consultant submitting qualifications must provide by the due date four 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.</b> Late submissions or delivery via facsimile or e-mail will not be considered.
<b>Rights to Submitted Materials</b>	The RWA reserves the right to retain all submittals. Submission of qualifications indicates acceptance by the Consultant of the conditions contained in this request, unless clearly and specifically noted in the submittal and in the contract between the RWA and the Consultant selected.
<b>Changes to RFP</b>	The RWA will send any changes to this RFP to each Consultant to whom an RFP notification has been sent. Such changes may become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.
<b>Inquiries to RFP</b>	Please first submit any inquiries or clarification concerning the RFP 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 Consultants that were sent this RFP.
<b>Evaluation of RFP</b>	Submittals will be considered by a selection 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 Consultant profile (10 points), staff qualifications (20 points), past experience and references (20 points), technical approach (40 points), and fee schedule (10 points). There is a maximum possible score of 100 points. The criteria are further described in the "Submittal Requirements" section below.  During the evaluation process, the selection committee, RWA management and/or RWA Board of Directors reserve 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.

## Additional Information

<b>Award of Contract</b>	RWA's selection of a Consultant will be completed by July 22, 2019. Following notification of the selected Consultant, it is expected that a contract will be executed between RWA and the selected Consultant by August 2019, pending RWA Executive Committee and/or Board approval.																		
<b>Term of Engagement</b>	The contract term is expected to run from August 2019 until April 2020. The contract term may be modified based on selected final scope of work.																		
<b>Subcontracting</b>	If a Consultant intends to subcontract any of the work in its proposal, that fact, the name of the proposed subcontracting Consultant(s), and the work to be performed by each subcontractor must be clearly identified in the proposal. Subcontractors must have prior experience with similarly scoped projects.																		
<b>Insurance</b>	<p>The selected consulting Consultant will maintain in full force and effect throughout the term of the services contract the following insurance coverage:</p> <table border="1"> <thead> <tr> <th>Type</th> <th>Limits</th> <th>Scope</th> </tr> </thead> <tbody> <tr> <td>Commercial general liability</td> <td>\$2,000,000 per occurrence &amp; \$5,000,000 aggregate</td> <td>at least as broad as ISO CG 0001</td> </tr> <tr> <td>Automobile liability</td> <td>\$2,000,000 per accident</td> <td>at least as broad as ISO CA 0001, code 1 (any auto)</td> </tr> <tr> <td>Workers' compensation</td> <td>Statutory limits</td> <td></td> </tr> <tr> <td>Employers' liability</td> <td>\$1,000,000 per accident</td> <td></td> </tr> <tr> <td>Professional liability*</td> <td>\$1,000,000 per claim</td> <td></td> </tr> </tbody> </table> <p>*Required only if Consultant is a licensed engineer, land surveyor, geologist, architect, doctor or attorney.</p>	Type	Limits	Scope	Commercial general liability	\$2,000,000 per occurrence & \$5,000,000 aggregate	at least as broad as ISO CG 0001	Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)	Workers' compensation	Statutory limits		Employers' liability	\$1,000,000 per accident		Professional liability*	\$1,000,000 per claim	
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<b>Other Agreement Terms</b>	Consultants are strongly recommended to review the attached RWA Services Agreement (ATTACHMENT D) for additional requirements of RWA contractors. This agreement must be executed before project work can begin.																		

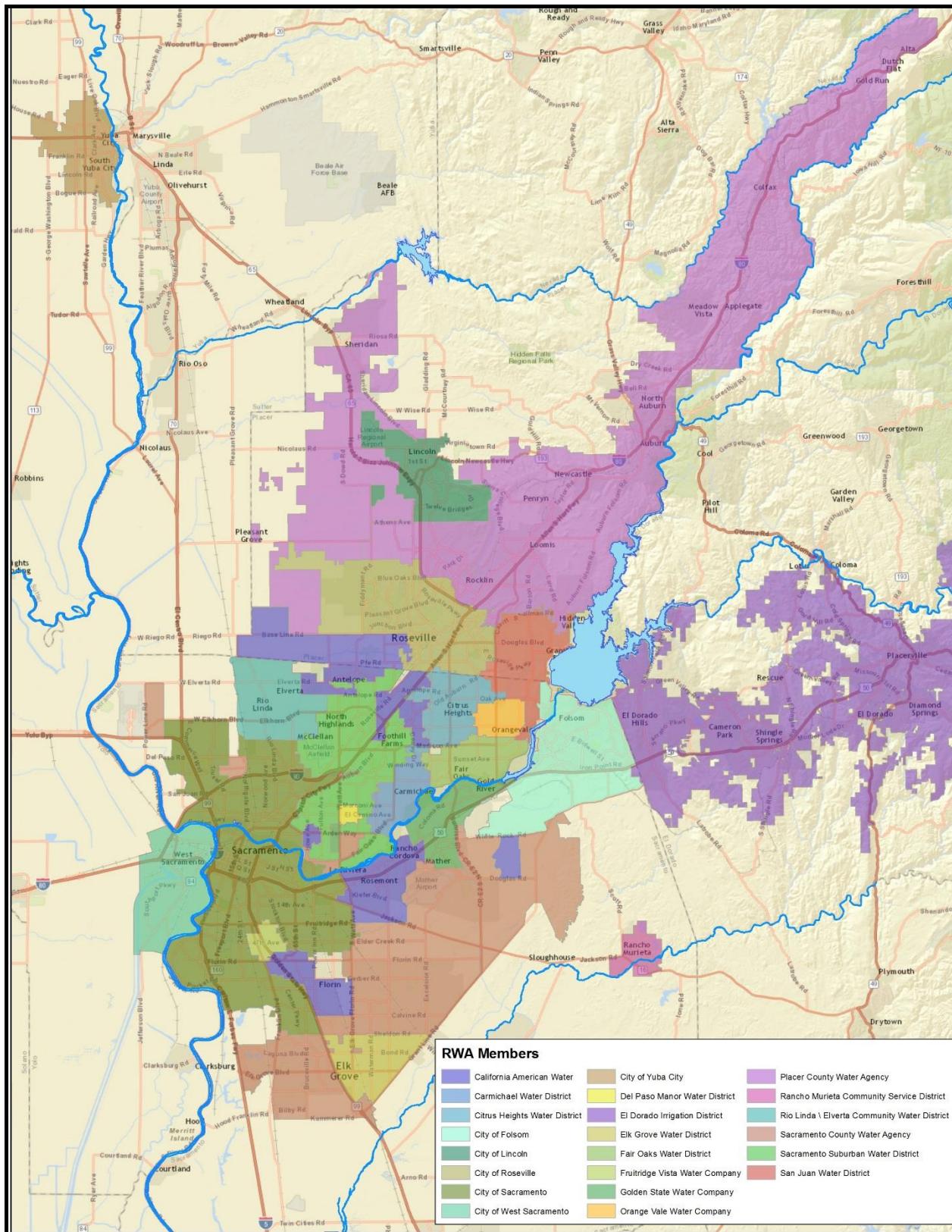
## **Submittal Requirements**

In order to facilitate the comparison of submittals from competing Consultants and to assist the evaluation team with the review process, Consultants are required to organize their submittals in accordance with the following order and substance.

<b>Title Page</b>	State the RFP subject (Regional Landscape Imagery Project), name of the Consultant, local address, email, and telephone number of the proposer's primary contact person, and the date of the proposal.
<b>Table of Contents</b>	The table of contents of the submittal should include a clear and complete identification of the materials submitted by section and page number as ordered in this table.
<b>Consultant Profile</b>	Include staffing size of your business and your business's client base (i.e. local, regional, statewide, etc.) and the location of the office from which the work will be done as well as the staffing capacity for that office. Include a statement on the business's capability to support the proposed work.
<b>Staff Qualifications</b>	Identify staff, including a primary point-of-contact.  Identify staff, including managers, supervisors and specialists, who would be assigned to the Project. Clearly identify the project manager and their availability to manage the program between August 2019 and April 2020. Specifically discuss program administration, technical skills, communication style, and other skills necessary to perform this Project.
<b>Similar Past Experience and References</b>	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.
<b>Technical Approach</b>	Include Component 1 and 2 requirements outlined in the Nature of Services section described above. Response must be organized by Component and Tasks. Additionally, describe how your business will produce the deliverables, along with any anticipated issues based on the RFP scope.  To assist with the response for the RFP, a Consultant can request a Geographic Information System (GIS) file of RWA member water agency boundaries via email to Principal Contact by June 30, 2019.  Additionally, a map of the RWA member water agencies (Attachment A) and general information about each agency (Attachment B) is provided. For more information, reference each agency's Urban Water Management Plans found

	here: <a href="https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans">https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans</a> .
<b>Additional Work</b>	Include any additional work or tasks that were not included in Components 1 and 2 of this RFP that your business believes are missing and/or required to meet in the intended goals of this project. If additional tasks are recommended, include a description of the proposed work and associated additional costs.
<b>Project Timeline</b>	Provide project timeline for Components 1 and 2, including specific dates by Task.
<b>Fee Schedule</b>	Payments will be made on completed Components and Tasks and direct expenses incurred while completing assigned components and tasks. For comparison purposes, provide a complete schedule of fees (\$/hour) for all staff (or positions) to be assigned to the project and number of anticipated hours by each staff member. Include all direct expense rates and explanations of any indirect expenses (e.g., hourly charges associated travel, etc.) or any mark-up charges for direct expenses. The rates provided should reflect billing rates for the duration of the project through April 2020. Please note that per diem expenses will not be allowable expenses for this program. Attachment C: Project Cost Estimates is a required document and must be included in the proposal.

## ATTACHMENT A



## ATTACHMENT B

	Water Supplier	Population	Total Connections	Area (Sq. Miles)
<b>1</b>	California American Water	203,851	59,946	54
<b>2</b>	Carmichael Water District	37,897	11,871	9
<b>3</b>	Citrus Heights Water District	65,093	19,513	13
<b>4</b>	City of Folsom*	67,323	19,040	36
<b>5</b>	City of Lincoln	47,339	17,768	20
<b>6</b>	City of Roseville	129,262	39,452	43
<b>7</b>	City of Sacramento	493,025	137,800	99
<b>8</b>	City of West Sacramento*	53,082	13,480	23
<b>9</b>	City of Yuba City*	73,202	18,732	16
<b>10</b>	Del Paso Manor Water District	5,000	1,797	1
<b>11</b>	El Dorado Irrigation District	110,950	39,891	232
<b>12</b>	Elk Grove Water District*	44,874	12,302	13
<b>13</b>	Fair Oaks Water District	36,226	13,817	10
<b>14</b>	Golden State Water Company	53,893	16,891	13
<b>15</b>	Orange Vale Water Company	16,754	5,531	5
<b>16</b>	Placer County Water Agency	101,530	44,242	260
<b>17</b>	Rancho Murieta Community Services District	5,488	2,614	6
<b>18</b>	Rio Linda/Elverta Community Water District	14,102	4,615	17
<b>19</b>	Sacramento County Water Agency*	182,603	54,872	109
<b>20</b>	Sacramento Suburban Water District	179,031	46,661	36
<b>21</b>	San Juan Water District*	29,551	10,365	17
<b>Regional Total</b>		<b>1,950,076</b>	<b>591,200</b>	<b>1,032</b>

\*Denotes current “participating” water agency. Number of participating agencies may decrease or increase based on final pricing and scope.

**ATTACHMENT C**

RWA Regional Landscape Imagery Project		
Project Cost Estimates		
Component 1:	Irrigated/Irrigable Landscape	Cost (\$)
	Pilot A: Up to 500 parcels	
	Pilot B: Up to 1,000 parcels	
	Pilot C: Up to 2,500 parcels	
	Pilot D: Up to 5,000 parcels	
Component 2:	Training	Cost (\$)
Full Day	Labor	
	Materials (provide details below)	
Half Day	Labor	
	Materials (provide details below)	
	Misc. (provide details below)	

Note: Cost estimates are for single family parcels only. Additional pricing for multifamily properties may be added to scope.

## ATTACHMENT D

### REGIONAL WATER AUTHORITY SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the date last signed and dated below by and between Regional Water Authority, a public agency ("Authority"), and \_\_\_\_\_, a \_\_\_\_\_ [Insert type and jurisdiction of entity] ("Contractor"), who agree as follows:

**1. Scope of Work.** Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

**2. Payment.**

a. Authority shall pay to Contractor a fee based on **[check one]**:

- Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.
- The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$\_\_\_\_\_ **[delete this sentence if not applicable]**. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by Authority. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

b. At the end of each month, Contractor shall submit to Authority 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), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, Authority shall pay the invoice within 30 days of its receipt.

**3. Term.**

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. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by Authority for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must 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 Authority upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by Authority 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 Contractor's claimed benefit of the bargain.

**4. Professional Ability of Contractor.** Contractor 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. Authority has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

**5. Conflict of Interest.** Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and Authority's conflict of interest code because Contractor will perform the Work independent of the control and direction of the Authority or of any Authority official, other than normal contract monitoring, and Contractor possesses no authority with respect to any Authority decision beyond the rendition of information, advice, recommendation or counsel.

## **6. Contractor Records.**

a. Contractor 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 invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. Authority 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 California State Auditor for three years following final payment under the Agreement.

**7. Ownership of Documents.** All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to Authority ("Work Product") shall be the property of Authority, and Authority shall have the rights to use, modify, 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 Contractor or any other party. Contractor 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 Contractor shall not provide any Work Product to any third party without Authority's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, Authority reserves a royalty-free, nonexclusive 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 Authority reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then Authority shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to Authority in paper format, upon request by Authority at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to Authority in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

**8. [This section can be deleted (and all subsequent sections renumbered) if the Authority will not provide any confidential information to the Contractor.]**  
**Confidentiality of Information.**

a. Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the Authority or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by Authority. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by Authority. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

b. Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the Authority or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, Authority policies and directives, and best industry security practices and standards.

c. If any person or entity, other than Authority or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the

disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

d. Unless otherwise directed in writing by the Authority, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the Authority that such materials have been destroyed.

## **9. Compliance with Laws.**

a. General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

b. **[This paragraph may be deleted if the work is not subject to a grant or loan agreement.]** Contractor may perform some of the Work pursuant to funding provided to the Authority by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on Authority and its sub-recipients (the “Funding Conditions”). For any such Work, if Authority informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to Authority’s Contractors and contractors performing the Work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, state or federal government’s right to inspect Contractor’s work, nondiscrimination, workers’ compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act and related State laws.

c. **[This paragraph may be deleted if the contract work does not include any pre- or post-construction work.]** Pre- and Post-Construction Related Work.

(1) Applicability. This subsection (b) applies if the Work includes labor performed during the design and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this subsection (b) applies only to workers performing the pre-construction and post-construction work.

(2) Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and

overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to Authority up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to Authority the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the 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 Labor Code sections 1810 through 1815.

d. **[This paragraph may be deleted if the contract work does not include any maintenance work.]** Maintenance of Public Facility, Plant or Structure.

(1) Applicability. This subsection (c) applies if the Work includes “maintenance” work. “Maintenance” means (a) routine, recurring and usual work for the preservation, protection and keeping of any Authority facility, plant, building, structure, utility system or other property (“Authority Facility”) in a safe and continually usable condition, (b) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any Authority Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on Authority machinery and equipment, and (c) landscape maintenance. “Maintenance” excludes (a) janitorial or custodial services of a routine, recurring or usual nature, and (b) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this subsection (c) applies only to workers performing the “maintenance” work.

(2) Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, keeping and retention of payroll records, and other prevailing wage and related requirements as may be required by the Labor Code section 1771 and applicable state regulations. The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code section 1775, including provisions that require Contractor to (a) forfeit as a penalty to Authority up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any Work done under this Agreement in violation of the Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage.

**10. Indemnification.** Contractor shall indemnify, defend, protect, and hold harmless Authority, and its officers, employees and agents from and against any claims, liability,

losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any claims, liability, losses, damages and expenses arising from the sole negligence or willful misconduct of Authority or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

## **11. Insurance.**

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: **[The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.]**

Type	Limits	Scope
Commercial general liability	\$2,000,000 per occurrence & \$5,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

\*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor or attorney.

a. Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name Authority, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall 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. Authority's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to Authority. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to Authority. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of Authority for the Work performed by Contractor.

b. Proof of Insurance. Upon request, Contractor shall provide to Authority 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 of the insurer(s), and certifying the additional insured coverage.

**12. Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

**13. Independent Contractor.** Contractor's relationship to Authority is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not Authority employees, and they are not entitled to Authority employment salary, wages or benefits. Contractor shall pay, and Authority 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 Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify Authority, 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, other federal or state Authority, or court concerning Contractor's independent contractor status or employment-related liability.

**14. Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without Authority's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in Section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to Authority in the manner provided in Section 11 of this Agreement.

**15. Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

**16. No Waiver of Rights.** Any waiver at any time by either party 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 Authority to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**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. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court

where Authority's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

**19. Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

Authority:

Regional Water Authority  
Attn: \_\_\_\_\_  
5620 Birdcage Street, Suite 180  
Citrus Heights, CA 95610  
E-mail: [@rwah2o.org](mailto:@rwah2o.org)

Contractor:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

**20. Signature Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

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REGIONAL WATER AUTHORITY:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

[NAME OF CONTRACTOR]:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Name / Title]