

# REGIONAL PUBLIC OUTREACH AND COMMUNICATIONS PROGRAM

## REQUEST FOR PROPOSALS

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

Proposals Due By 3:00 PM, July 31, 2020



## Regional Public Outreach and Communications Program Request for Proposal

<p><b>General RFP Information</b></p>	<p>The Regional Water Authority (RWA) is seeking Consultant support for the implementation of a Regional Public Outreach and Communications Program (Program). The Program has two distinct components: 1) Regional public outreach implementation and 2) Communications/Public Relations support. Component 1 includes the research, design and implementation of a regional public outreach campaign and school education initiative, development of support tools and materials, ongoing coordination/meetings with participating water suppliers, and ongoing strategic support for relevant RWA staff. Component 2 includes the research, design and implementation of public relations initiatives and related events/meetings, development of tools and materials to support initiatives, and strategic support and advice for relevant RWA staff. Selected Consultant should also ensure coordination between Component 1 and Component 2.</p>
<p><b>Disclaimer</b></p>	<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 (sent to the RWA office) and one electronic version of the submittal (send via email) must be received by the principal contact listed below by <b>3:00 p.m. on Friday, July 31, 2020</b>. The RWA reserves the right to reject any or all submittals after the deadline.</p>
<p><b>RWA Profile</b></p>	<p>The RWA was formed in 2001 as a joint powers authority to serve and represent the interests of over 20 water providers and associated agencies in the greater Sacramento, Placer, El Dorado, Sutter and Yolo County Region. The RWA's 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 about RWA, visit <a href="http://www.rwah2o.org">www.rwah2o.org</a>. For more information about RWA's current public outreach campaign, visit <a href="http://www.bewatersmart.info">www.bewatersmart.info</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  Email: Amy Talbot <a href="mailto:atalbot@rwah2o.org">atalbot@rwah2o.org</a></p>						
<b>RFP Timeline</b>	<table border="1"> <tr> <td data-bbox="444 432 1536 470">July 9, 2020 - Distribution of RFP</td> </tr> <tr> <td data-bbox="444 476 1536 514">July 31, 2020 - RFP filing deadline-must be received by RWA by 3:00 p.m.</td> </tr> <tr> <td data-bbox="444 520 1536 558">August 3-7, 2020 - RWA review of RFPs received</td> </tr> <tr> <td data-bbox="444 564 1536 602">August 10-14, 2020 - RWA notifies Selected Consultant</td> </tr> <tr> <td data-bbox="444 609 1536 674">August/September 2020 - RWA Executive Committee and/or Board Approval of Selected Consultant</td> </tr> <tr> <td data-bbox="444 680 1536 711">September 2020 - Selected Consultant begins work</td> </tr> </table>	July 9, 2020 - Distribution of RFP	July 31, 2020 - RFP filing deadline-must be received by RWA by 3:00 p.m.	August 3-7, 2020 - RWA review of RFPs received	August 10-14, 2020 - RWA notifies Selected Consultant	August/September 2020 - RWA Executive Committee and/or Board Approval of Selected Consultant	September 2020 - Selected Consultant begins work
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## Scope of Services

The RWA is soliciting qualified Consultants to perform the following Components.

<b>Nature of Services</b>	<p><b><u>Component 1: Regional Public Outreach Implementation</u></b></p> <p>The Regional Water Authority has implemented an award-winning regional water efficiency public outreach and school education program for nearly two decades. The program is managed by an RWA staff member with the assistance of a Consultant. The program is financially supported through RWA water supplier member fees, which are collected on an annual basis. The fees pay for the development of the regional program and for support materials for participating water suppliers to implement the program at the local level. The scope of work for Component 1 includes research, design and implementation of a regional public outreach campaign and school education initiative, development of support tools and materials, ongoing coordination/meetings with participating water suppliers, and ongoing strategic support for relevant RWA staff. Both the public outreach campaign and school initiative are guided by an advisory committee of participating RWA water supplier member water efficiency staff that help drive the content and implementation strategies of the program.</p> <p>The public outreach campaign utilizes a variety of outreach and marketing tactics to leverage RWA resources and those of other organizations to increase public participation in water efficiency activities (indoors and outdoors) with a strong emphasis on the research-based calls to action. The campaign includes engaging with paid and earned radio, television, social media, and online advertisement options and an outreach plan that outlines how the campaign’s message will be marketing to specific audiences. RWA is seeking responses from Consultants that can demonstrate a high level of experience with assisting public agencies with increasing awareness and influencing behavior change in residential customers to assist with campaign and program implementation. Current campaign materials and customer facing website: <a href="http://www.bewatersmart.info">www.bewatersmart.info</a>.</p> <p>The school education initiative, Water Spots Video Contest, is an annual contest aimed at high school and middle school students to create 30-second Public Service Announcement (PSA)s to educate the public on a certain theme for that year. The 2020 theme was “Be a Leak Detective.” RWA is seeking responses from Consultants that can manage the Water Spots Video Contest from start to finish including outreach to teachers and schools, development of support materials for students and teachers, facilitate the transfer of PSA videos from students/teachers to RWA, facilitate online voting platform for contest, promote the contest to RWA member suppliers and media outlets and deliver prizes to students/teachers. Current Water Spots Contest information: <a href="http://www.bewatersmart.info/waterspots/">www.bewatersmart.info/waterspots/</a>.</p> <p>RWA is soliciting qualified Consultants to assist RWA staff on the following tasks associated with Component 1:</p> <ul style="list-style-type: none"><li>• Research, assess and evaluate RWA’s previous public outreach efforts and</li></ul>
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plans to identify if additional information is necessary to conduct a public outreach campaign that will increase water efficiency awareness and motivate related behavior changes in the region.

- Recommend an outreach plan with specific approaches to reach target audiences with the public outreach campaign.
- Research, develop and implement a public outreach campaign to communicate water efficiency messages by identifying key messages and images for print collateral, media opportunities, PSAs, internet tools, fact sheets, promotional materials, outdoor signage, and community events.
- Develop toolkit of support materials for water suppliers' use to implement the regional public outreach campaign at local level. Materials include: editorial calendars, weekly social media posts, image gallery, press releases, water savings estimates, key messages, water saving tips sheet, "how to" videos, newsletter template text, and more.
- Develop and host an annual campaign briefing for all water supplier staff to promote the water supplier toolkit.
- Develop timelines, budget estimates, and tracking plan to manage all activities outlined in Component 1.
- Prepare an annual program report summarizing the results of the outreach efforts and Water Spots Video Contest.
- Prepare a professionally designed Year in Review report for external audiences that includes both public outreach and school education achievements for the previous year.
- Manage public outreach to local media to support the implementation of the campaign including developing and issuing press releases.
- Manage and staff several community events throughout the year.
- Provide RWA staff with strategic advice and attend regular meetings with RWA and water supplier staff.
- Provide RWA with website support to bewatersmart.info and social media management (primarily Facebook).
- Work with existing outreach partners like the Sacramento River Cats to continue outreach partnership contracts.
- Coordinate collateral buys (give-a-way items) to support the campaign for RWA and RWA member water suppliers.

### **Component 2: Communications/Public Relations Support**

The Regional Water Authority engages in ongoing communications and public relations efforts and is seeking support for those efforts. These efforts will be managed by RWA's Executive Director and are financially supported through RWA member water supplier fees, which are collected on an annual basis. The scope of Component 2 includes developing and implementing: an RWA member outreach strategy and associated tools and materials, a legislative/climate resiliency outreach strategy, a general external partnership expansion plan and a media (including social media) strategy to promote RWA's messages and successes. All activities should be researched based. These activities may also include planning

	<p>and hosting related events and symposiums. The goal of these efforts is to raise the profile of RWA both locally and statewide among water suppliers, influencers, stakeholders, legislators, and state agencies and to present RWA as one unified voice when engaging with external partners.</p> <p>RWA is soliciting a qualified Consultant to assist RWA staff on the following tasks associated with Component 2:</p> <ul style="list-style-type: none"> <li>• RWA member outreach strategy and associated tools and materials, which includes conducting member surveys and analyzing results, developing consistent messaging/branding for RWA, template text for RWA member supplier to communicate consistent messaging, and supportive materials like a regular RWA newsletter, legislative annual recap, member Board presentations, fact sheets and promotional new member outreach.</li> <li>• Legislative/climate resiliency outreach strategy, which includes rebranding existing RWA activities, developing associated webpage text, developing promotional blogs on successes, and developing fact sheets on priority topics.</li> <li>• General external partnership expansion plan, which includes targeted engagement with third party influencers (environmental NGOs, academics and business interests), local elected officials and state legislators to discuss and gain support for RWA’s priority initiatives, development of key messages, and creation of an RWA ambassador program.</li> <li>• Media strategy to promote RWA’s messages and successes, which includes brainstorming and conveying timely outreach opportunities and milestones via RWA’s media options including social media (Facebook, twitter, etc.), media statements and letters to the editor, an editorial calendar and submitting RWA’s success stories to industry publications like AWWA SOURCE magazine, Maven’s Notebook, and ACWA News.</li> <li>• Plan and host related events and symposiums</li> <li>• Attend meetings to plan and support Component 2 activities.</li> <li>• Provide strategic advice to and attend team meetings with RWA staff.</li> </ul>
<b>Program Timeline</b>	RWA is anticipating a 1-year timeline for this work (September 2020-September 2021), with the option to renew with selected Consultant on an annual basis for up to an additional 4 years.
<b>Invoicing</b>	RWA will process submitted and approved (by RWA Project Manager and RWA Executive Director) invoices at or within 30 days.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>A. Map of RWA Member Water Suppliers</li> <li>B. General Information about RWA Member Water Suppliers</li> <li>C. Fee Schedule (REQUIRED for RFP submittal)</li> <li>D. RWA Services Agreement</li> </ul>

## Submittal Process and Evaluation

<p><b>Proper Completion and Submission of RFP</b></p>	<p>To be considered, four bound paper copies of the submittal and one unbound paper copy (sent to the RWA office) and one electronic version of the submittal (send via email) must be received by the principal contact listed below by <b>3:00 p.m. on Friday, July 31, 2020</b>. The RWA reserves the right to reject any or all submittals after the deadline.</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 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.</p>
<p><b>Changes to RFP</b></p>	<p>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.</p>
<p><b>Inquiries to RFP</b></p>	<p>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.</p>
<p><b>Evaluation of RFP</b></p>	<p>Submittals will be considered by a selection committee consisting of RWA staff and representatives of participating RWA water suppliers. 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 (40 points), strategic approach (20 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.</p> <p>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.</p>

## Additional Information

<b>Award of Contract</b>	<p>RWA’s selection of a Consultant will be completed by August 7, 2020. Following notification of the selected Consultant, it is expected that a contract will be executed between RWA and the selected Consultant by September 2020, pending RWA Executive Committee and/or Board approval.</p>																		
<b>Term of Engagement</b>	<p>The contract term is expected to run from September 2020 until September 2021, with option to review on an annual basis for up to 4 additional years. The contract term may be modified based on selected final scope of work.</p>																		
<b>Subcontracting</b>	<p>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.</p>																		
<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" data-bbox="492 926 1528 1392"> <thead> <tr> <th><i>Type</i></th> <th><i>Limits</i></th> <th><i>Scope</i></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>	<i>Type</i>	<i>Limits</i>	<i>Scope</i>	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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Professional liability*	\$1,000,000 per claim																		
<b>Other Agreement Terms</b>	<p>Consultants must review the attached RWA Services Agreement (ATTACHMENT D) for additional requirements of RWA contractors. Any objections to the terms and conditions in the RWA Services Agreement must be identified in the RFP response. Only objections identified in the RFP response will be considered by RWA for modification. All other terms and conditions not identified in the RFP response will remain unchanged. The RWA Services Agreement must be executed (signed by both RWA and Consultant) before program work can begin.</p>																		

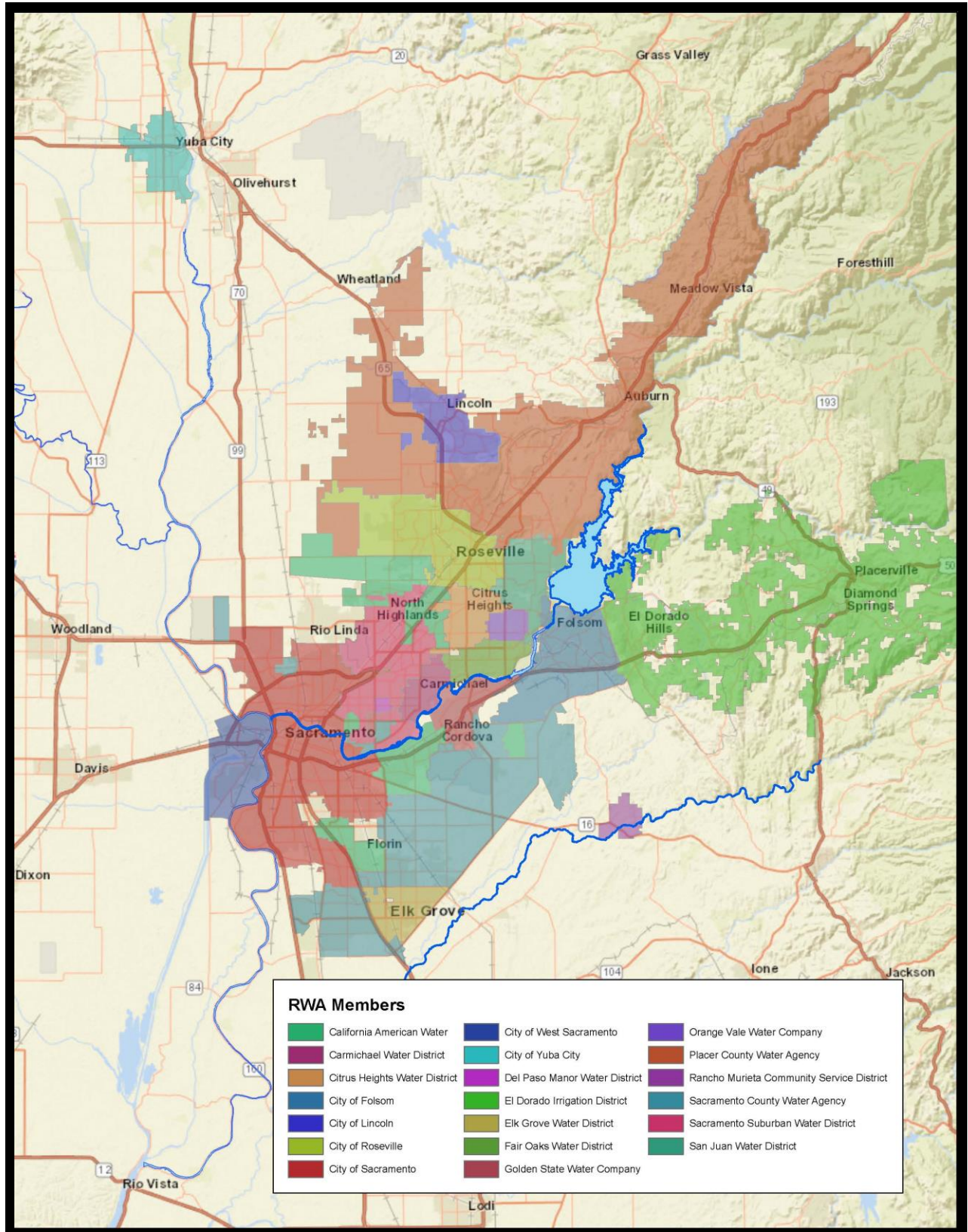


## Submittal Requirements

In order to facilitate the comparison of submittals from competing Consultants and to assist the Selection Committee 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 Public Outreach and Communications Program), 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, managers, supervisors and specialists, who would be assigned to the Program. Clearly identify the project manager and their availability to manage the Program between September 2020 and September 2021. Specifically discuss program administration, technical skills, communication style, and other skills necessary to implement this Program.
<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, sample products/deliverables and the name, email, and phone number of the principal client contact. Maximum of two pages per engagement including text and images.
<b>Strategic Approach</b>	Describe how your business will strategically approach the tasks included in Component 1 and Component 2 of this RFP in a successful cost-efficient manner.
<b>Fee Schedule</b>	Payments will be made on completed tasks and direct expenses incurred while implementing Components 1 and 2 of this RFP. For comparison purposes, provide a complete schedule of fees (\$/hour) for all staff (or positions) to be assigned to the Program. The rates provided should reflect billing rates for the duration of the program through September 2021. Please note that per diem expenses and travel costs will not be allowable expenses for this program. Attachment C: Fee Schedule is a required document and must be included in the proposal.

# ATTACHMENT A



## ATTACHMENT B

	Water Supplier	Population	Total Connections	Area (Sq. Miles)
1	California American Water	203,851	59,946	54
2	Carmichael Water District	37,897	11,871	9
3	Citrus Heights Water District	65,093	19,513	13
4	City of Folsom	67,323	19,040	36
5	City of Lincoln	47,339	17,768	20
6	City of Roseville	129,262	39,452	43
7	City of Sacramento	493,025	137,800	99
8	City of West Sacramento	53,082	13,480	23
9	City of Yuba City	73,202	18,732	16
10	Del Paso Manor Water District	5,000	1,797	1
11	El Dorado Irrigation District	110,950	39,891	232
12	Elk Grove Water District	44,874	12,302	13
13	Fair Oaks Water District	36,226	13,817	10
14	Golden State Water Company	53,893	16,891	13
15	Orange Vale Water Company	16,754	5,531	5
16	Placer County Water Agency	101,530	44,242	260
17	Rancho Murieta Community Services District	5,488	2,614	6
18	Sacramento County Water Agency	182,603	54,872	109
19	Sacramento Suburban Water District	179,031	46,661	36
20	San Juan Water District	29,551	10,365	17
	<b>Regional Total</b>	<b>1,935,974</b>	<b>586,585</b>	<b>1,015</b>

**ATTACHMENT C**

<b>Fee Schedule</b>		
<b>Job Title</b>	<b>Personnel Name*</b>	<b>\$/hour</b>
Principal staff/Project Manager		
Senior staff		
Associate staff		
Event staff		
Marketing support staff		
Graphic design support staff		

\*Include business name as well, if it is a subcontractor.

Use blank lines to fill in additional staff titles and hourly wage as needed.

## 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.]*

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
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.

\_\_\_\_\_  
REGIONAL WATER AUTHORITY:

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

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

[NAME OF CONTRACTOR]:

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

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