

Sacramento Regional CII DIM Landscape Measurement Study

REQUEST FOR PROPOSALS

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

Proposals Due By 4:00 PM PT, October 14, 2022

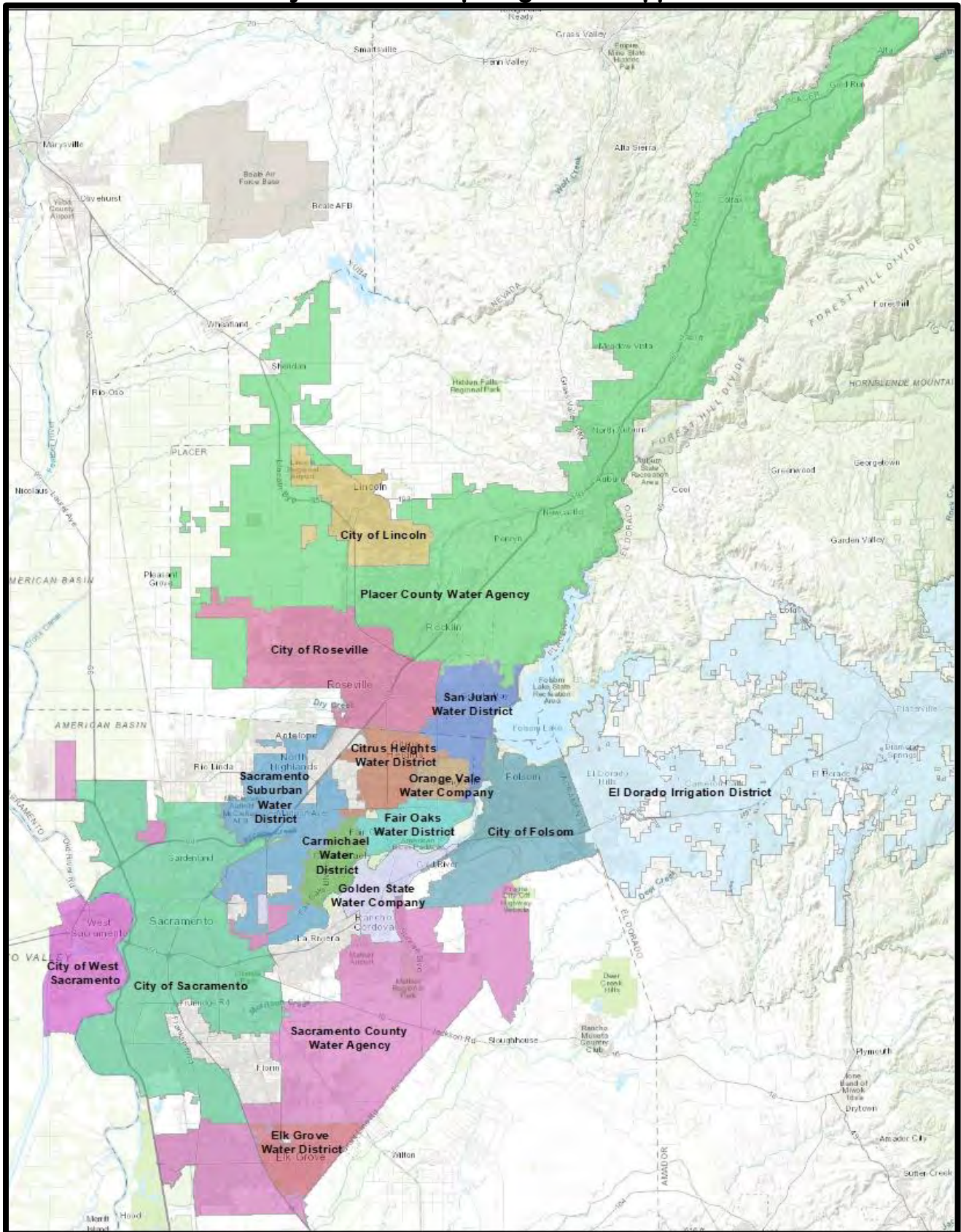


Sacramento Regional CII DIM Landscape Measurement Study Request for Proposal

<p>General Program Information</p>	<p>Study Description: The Regional Water Authority (RWA), through the regional Water Efficiency Program (WEP) is seeking support for the development of a Sacramento Regional Commercial, Industrial and Institutional (CII) Dedicated Irrigation Meter (DIM) Landscape Measurement Study (Study). Local water suppliers in the Sacramento region are interested in creating landscape water budgets for CII customers with DIMs to help customers better manage outdoor water use and to meet compliance requirements of Senate Bill 606/Assembly Bill 1668. This Request for Proposal (RFP) focuses on the first step in creating a CII DIM landscape budget: measuring the landscape area (square feet) irrigated by each dedicated irrigation meter through an analysis of aerial imagery. The geographic study area/service area for the participating suppliers is shown in Attachment A. The total number of DIM customer accounts for this study is 8,444 and varies among the 16 participating local water suppliers, ranging between 31 and 1,641 (average is 528) with detailed counts by supplier in Attachment B. The Study timeline is November 2022-July 2023. The Study budget is \$100,000 and 100% funded through California’s Proposition 1 Implementation Grant Program. There may be additional opportunities for more detailed analysis, expansion or ground truth/site surveying of individual water supplier’s CII DIMs landscape areas pending the availability of additional local funding to supplement the regional study scope and funding.</p> <p>RWA is seeking responses from Contractors for the following tasks:</p> <ol style="list-style-type: none"> 1. Measure landscape area irrigated by individual CII DIMs through the analysis of aerial imagery. 2. Develop a summary report and associated deliverables that organizes landscape measurement results by individual CII DIM accounts by local participating water supplier. <p>Tasks may be modified throughout the timeline on the approval of both RWA and the selected Contractor.</p> <p>To assist Contractor with performing the Scope of Work described below, RWA will provide the following supplementary information:</p> <ul style="list-style-type: none"> • 2018 aerial imagery base layer for analysis for all suppliers’ service areas. <ul style="list-style-type: none"> ○ 1ft, 4 band, flown in summer • Master spreadsheet containing CII DIM account information (including at least one form of location information like address or APN) for all DIM accounts included in the study, organized by water supplier. • Spatial files (ex: Geographic Information System) for RWA local supplier service areas.
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Disclaimer and Submission Deadline	<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 Request for Proposals (RFP), waive any minor irregularities and to request additional information from proposing Contractors. This RFP does not obligate the RWA to award a contract. <u>There is no expressed or implied obligation for the RWA to reimburse responding Contractors for any expenses incurred in preparing proposals in response to this request.</u></p> <p>To be considered, each Contractor submitting an RFP proposal must provide an electronic copy of the RFP proposal via email sent directly to RWA’s principal contact by the filing deadline of October 14, 2022 by 4:00 P.M. Pacific Time. Late submissions will not be considered. The RWA reserves the right to reject any or all submittals.</p>					
RWA Profile	<p>The RWA was formed in 2001 as a joint powers authority that represents the interests of over 25 water providers and associate agencies, serving 2 million people in the greater Sacramento, Placer, El Dorado, Sutter, and Yolo Counties Region. The RWA's mission is to serve, represent and align the interests of regional water providers and stakeholders for the purpose of improving water supply reliability, availability, quality and affordability. RWA is governed by a Board of Directors 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 www.rwah2o.org.</p>					
Principal Contact	<p>The principal contact with the RWA will be: Amy Talbot, Principal Project Manager 5620 Birdcage Street, Suite 180 Citrus Heights, California, 95610 (916) 967-7692 atalbot@rwah2o.org</p>					
RFP Timeline	<table border="1"> <tr> <td data-bbox="451 1381 1536 1417">September 26, 2022 Distribution and online posting of RFP</td> </tr> <tr> <td data-bbox="451 1421 1536 1457">October 14, 2022 RFP filing deadline-must be received by RWA by 4:00 p.m. PT</td> </tr> <tr> <td data-bbox="451 1461 1536 1497">October 17 - 21, 2022 RWA staff/supplier member review of RFP reponses</td> </tr> <tr> <td data-bbox="451 1501 1536 1537">October 26, 2022 RWA Executive Committee presentation of staff recommendation</td> </tr> <tr> <td data-bbox="451 1541 1536 1577">November 2022 Contract signed and project begins</td> </tr> </table>	September 26, 2022 Distribution and online posting of RFP	October 14, 2022 RFP filing deadline-must be received by RWA by 4:00 p.m. PT	October 17 - 21, 2022 RWA staff/supplier member review of RFP reponses	October 26, 2022 RWA Executive Committee presentation of staff recommendation	November 2022 Contract signed and project begins
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Attachment A: Study Area – Participating Water Suppliers' Service Areas



ATTACHMENT B – Participating Water Suppliers’ CII DIM Information

	Participating RWA Suppliers	# of CII DIM Accounts
1	Carmichael Water District	100
2	Citrus Heights Water District	200
3	City of Folsom	660
4	City of Lincoln	242
5	City of Roseville	1,289
6	City of Sacramento	1,641
7	City of West Sacramento	336
8	El Dorado Irrigation District	437
9	Elk Grove Water District	130
10	Fair Oaks Water District	250
11	Golden State Water Company	550
12	Orange Vale Water Company	31
13	Placer County Water Agency	644
14	Sacramento County Water Agency	1,079
15	Sacramento Suburban Water District	635
16	San Juan Water District	220
	Regional Total	8,444

All suppliers have APN, address and/or parcel information associated with their CII DIM accounts.

Scope of Work

The RWA is soliciting qualified Contractors to implement the following tasks:

Nature of Services	<p>Study Description:</p> <p>The Regional Water Authority (RWA), through the regional Water Efficiency Program (WEP) is seeking support for the development of a Sacramento Regional Commercial, Industrial and Institutional (CII) Dedicated Irrigation Meter (DIM) Landscape Measurement Study (Study). Local water suppliers in the Sacramento region are interested in creating landscape water budgets for CII customers with DIMs to help customers better manage outdoor water use and to meet compliance requirements of Senate Bill 606/Assembly Bill 1668. This Request for Proposal (RFP) focuses on the first step in creating a CII DIM landscape budget: measuring the landscape area (square feet) irrigated by each dedicated irrigation meter through an analysis of aerial imagery. The geographic study area/service area for the participating suppliers is shown in Attachment A. The total number of DIM customer accounts for this study is 8,444 and varies among the 16 participating local water suppliers, ranging between 31 and 1,641 (average is 528) with detailed counts by supplier in Attachment B. The Study timeline is November 2022-July 2023. The Study budget is \$100,000 and 100% funded through California’s Proposition 1 Implementation Grant Program. There may be additional opportunities for more detailed analysis, expansion or ground truth/site surveying of individual water supplier’s CII DIMs landscape areas pending the availability of additional local funding to supplement the regional study scope and funding.</p> <p>RWA is seeking responses from Contractors for the following tasks:</p> <ol style="list-style-type: none">1. Measure landscape area irrigated by individual CII DIMs through the analysis of aerial imagery.2. Develop a summary report and associated deliverables that organizes landscape measurement results by individual CII DIM accounts by local participating water supplier. <p>TASK 1. CII DIM Landscape Measurement</p> <p><u>Data Transfer:</u></p> <p>Contractor will work with RWA staff to obtain local water supplier CII DIM account information (including location data), parcel data, and aerial imagery. 2018 aerial imagery was selected as the primary base layer for consistency with other residential landscape budget work performed by the California Department of Water Resources (DWR) as part of the broader SB 606/AB 1668 Conservation Regulation framework. RWA can also provide additional 2018 imagery (3 inch, 4 band, flown in spring/leave off) for the region and County parcel data, as requested. Additional supplemental data and/or aerial imagery may be provided by RWA, local water supplier or the selected Contractor as helpful and available. Note: RWA does not have direct access to individual supplier CII DIM data. Data requests can be managed through RWA but not guaranteed.</p>
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Methodology and Measurement:

Contractor will then develop a methodology for measuring CII DIM landscape areas (landscape area = area of land irrigated by each CII DIM) using the provided aerial imagery and other resources and will briefly describe this methodology in the RFP response. The RFP response should also include a short narrative about potential issues that may arise when matching CII DIM accounts to the associated imagery to calculate measurement and some potential modifications to the methodology to accommodate those issues. For example, how would a methodology establish boundaries for a landscape area that potentially breaches multiple parcel boundaries? Unlike the previous DWR residential landscape budget work, RWA is assuming that all landscape area measured for the CII DIM accounts will be considered irrigated as defined by the state’s methodology.¹ Additionally, RWA would also like the overall irrigated landscape measurement areas for each CII DIM to be broken down into 4 subcategories (if possible, within current budget constraints): 1) Lawn and Turf, 2) Shrubs and Trees, 3) Ground cover and pasture and 4) Bare earth.² Contractor can flag problem parcels during the initial measurement phase for local suppliers to provide additional information. RWA will provide contact information for each participating supplier to help facilitate this process. Consultant and suppliers will have to work together to identify unique circumstances like recycled water CII DIMs and special landscapes (as defined by DWR) as these types of landscape have varying water budget implications associated with SB 606/AB 1668 framework.

Supplier Review:

After the initial measurement of all participating suppliers’ CII DIMs, the Contractor will provide the measurement data to each participating supplier and provide a reasonable amount of time for the supplier to perform a basic quality control review of deliverables. Pending supplier’s review, the Contractor will make edits/modifications to a supplier’s set of CII DIM measurements before finalizing the measurements. Edits could include landscape area enlargement or reduction to align with actual irrigated area witnessed from onsite inspection by supplier staff. Extensive edits to draft measurements will require approval by RWA, supplier and Contractor.

Task Deliverables:

Contractor will provide the following Task 1 deliverables:

- Spatial, Geographic Information Systems (GIS) shapefiles including:
 - Individual CII DIM matched with relevant landscape area/parcels in square feet.

¹ For more information about DWR’s SB 606/AB1668 residential and CII DIM landscape budget efforts, please visit: <https://water.ca.gov/Programs/Water-Use-And-Efficiency/2018-Water-Conservation-Legislation>, email DWR at WUE@water.ca.gov and/or create a profile to view process materials on DWR’s [SharePoint](#) webpage. For more information on the definition of “irrigated” see link below.

² These irrigated landscape categories were defined by DWR during the residential landscape water budget process which is not complete. Here are the draft definitions: https://www.dropbox.com/s/6hvtxg3kjtly2v/revise%20DWR%20classification%20with%20appendix%20A_112320.pdf?dl=0

	<ul style="list-style-type: none"> ○ Landscape area polygons designated by the 4 categories outlined above, if possible. ○ Relevant metadata. <p>Additional notes: the Geographic Coordinate System of the files should be NAD 1983, with a CA State Plane Zone II projection and U.S. feet for the units.</p> <ul style="list-style-type: none"> ● Tabular data for each participating suppliers including: <ul style="list-style-type: none"> ○ List of individual CII DIM with the associated landscape area in square feet in total per account and broken down into each of the 4 categories described above, if possible. <p>TASK 2. Summary Report</p> <p>Contractor will produce a summary report based off work produced under Task 1. Report will include a summary of work performed, measurement methodology, and standalone tables that display the number of CII DIMs and associated square footage by supplier and rolled up at the regional level. Report will also include recommendations for suppliers to further refine measurement results, if desired, and document any systemic issues with study scope and what actions were taken to resolve those issues. Report will be produced in an electronic format only.</p> <p>Contractor will scope at least 1 (in-person, if possible) regional meeting to present the summary report results to RWA and water supplier staff.</p>
<p>Study Expansion Opportunities</p>	<p>An individual RWA water supplier may be interested in a more detailed assessment of their CII DIM accounts. Contractor should brainstorm and present potential expansion options for individual local suppliers in the RFP response that could complement the regional study scope of work. Contractor should incorporate the following considerations into their response:</p> <ul style="list-style-type: none"> ● What additional analysis options could be available for individual suppliers? Examples include site visits to verify measurements, expansion to include mixed use meters that may be required to transition to CII DIMs in the future (as outlined DWR’s draft recommendations), etc. ● List benefits a supplier would receive for these additional options. <p>RWA is not obligated to include or guarantee any or all of the expansion opportunities described in this section in the final RWA Study contract. Providing cost estimates for these potential additional opportunities is encouraged but not required.</p>

Program Timeline	RWA is anticipating a 9-month timeline (November 2022-July 2023) maximum.
Attachments	<ul style="list-style-type: none">A. Study Area – Participating Water Suppliers’ Service AreasB. Participating Water Supplier’s CII DIM InformationC. Fee Schedule Chart (REQUIRED for RFP submission)D. RWA Standard Services Agreement

Submittal Process and Evaluation

<p>Proper Completion and Submission of RFP</p>	<p>To be considered, each Contractor submitting an RFP proposal must provide an electronic copy of the RFP proposal via email sent directly to RWA’s principal contact by the filing deadline of October 14, 2022 by 4:00 P.M. Pacific Time. Late submissions will not be considered. The RWA reserves the right to reject any or all submittals.</p>
<p>Rights to Submitted Materials</p>	<p>RWA reserves the right to retain all submittals. Submission of RFP proposal indicates acceptance by the Contractor of the conditions contained in this RFP document, unless exceptions are clearly and specifically noted in the Contractor RFP response submittal. Exceptions include any comments or proposed changes to Attachment D –RWA Standard Services Agreement.</p>
<p>Changes to RFP</p>	<p>RWA will send any changes to this RFP proposal to each Contractor to whom an RFP notification has been sent and will also post changes on the RWA website: https://rwah2o.org/news-info/public-notices/. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.</p>
<p>Inquiries to RFP</p>	<p>Submit any inquiries or requests for 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 Contractors that were directly sent notification of this RFP and posted on the RWA website: https://rwah2o.org/news-info/public-notices/.</p>
<p>Evaluation of RFP</p>	<p>Submittals will be considered by a selection team consisting of RWA staff and representatives of RWA water suppliers and/or partners. 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 contractor profile (10 points), staff qualifications (15 points), past experience and references (30 points), Tasks (25 points), fee schedule (10 points), study expansion opportunities (5 points) and overall proposal quality (5 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 team, 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 Contractor proposers, or to allow corrections of errors or omissions.</p>

Submittal Requirements

To facilitate the comparison of submittals from interested Contractors and to assist the selection team with the review process, Contractors are required to organize their submittals in accordance with the following order and substance.

Title Page	State the RFP subject (Sacramento Regional CII DIM Landscape Measurement Study), name of the Contractor, local address, email, and telephone number of the Contractor’s primary contact person, and the date of the proposal.
Table of Contents	The table of contents of the submittal should include a clear and complete identification of the materials submitted by section and page number.
Contractor Profile	Include staffing size of your business, your business’s client base (i.e., local, regional, statewide, etc.), the location of the office from which the work will be done and the staffing capacity for that office. Include a statement on your business’s capability to support the proposed scope work.
Staff Qualifications	Identify all staff (managers, supervisors and specialists), including primary point-of-contact, who would be assigned to the project. Clearly identify the Project manager and his or her availability to manage the project between November 2022 and July 2023. Specifically discuss project administration, technical skills, communication style, and other skills necessary to perform this project. Any subcontractors should be identified both in name/company and scope/task.
Past Experience and References	List a minimum of two and a maximum of five similar recent engagements performed. Indicate the scope of work, date, engagement partner(s), total hours or budget, and the name and telephone number of the principal client contact. Maximum of one page per engagement.
Tasks	Contractor must provide a detailed description of how each task, described in RFP, will be accomplished. <ul style="list-style-type: none"> • Task 1: CII DIM Landscape Measurement • Task 2: Summary Report A timeline that corresponds to each Task must be included in this section.
Study Expansion Opportunities	Consultant must provide information outlined in “Study Expansion Opportunities” Scope of Work section.
Fee Schedule	Attachment C: Fee Schedule Table is a required document and must be included in the RFP proposal in this section. Supplemental explanatory documents may be submitted as part of this section. Attachment C should reflect billing rates for the duration of the project through July 2023. Please note that per diem expenses will not be allowable expenses for this project.

Proof of Insurance

Contractor must provide proof of insurance as described in the “Additional Information” section and in Attachment D – RWA Standard Services Agreement. If Contractor does not currently have proof of insurance, describe timeline for acquiring required insurance coverages prior to November 2022.

Additional Information

Award of Contract	RWA’s Contractor selection will be complete by October 26, 2022. Following the notification of the selected Contractor, a contract will be executed between RWA and the selected Contractor in November/December 2022. These timelines are dependent on pending RWA Executive Committee approval in October and may be modified.																				
Term of Engagement	The contract term is from November 2022 to July 2023. The contract term may be modified based on selected final scope of work and other related factors.																				
Subcontracting	If a proposer Contractor intends to subcontract any of the work in its proposal, that fact, the name of the proposed subcontracting Contractor(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 programs.																				
Insurance	<p>The selected Contractor will maintain in full force and effect throughout the term of the services contract the following insurance coverage:</p> <table border="1" data-bbox="477 968 1511 1436"> <thead> <tr> <th data-bbox="477 968 837 1003"><i>Type</i></th> <th data-bbox="837 968 1183 1003"><i>Limits</i></th> <th data-bbox="1183 968 1511 1003"><i>Scope</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="477 1003 837 1108">Commercial general liability</td> <td data-bbox="837 1003 1183 1108">\$2,000,000 per occurrence & \$5,000,000 aggregate</td> <td data-bbox="1183 1003 1511 1108">at least as broad as ISO CG 0001</td> </tr> <tr> <td data-bbox="477 1108 837 1213">Automobile liability</td> <td data-bbox="837 1108 1183 1213">\$2,000,000 per accident</td> <td data-bbox="1183 1108 1511 1213">at least as broad as ISO CA 0001, code 1 (any auto)</td> </tr> <tr> <td data-bbox="477 1213 837 1289">Workers’ compensation</td> <td data-bbox="837 1213 1183 1289">Statutory limits</td> <td data-bbox="1183 1213 1511 1289"></td> </tr> <tr> <td data-bbox="477 1289 837 1360">Employers’ liability</td> <td data-bbox="837 1289 1183 1360">\$1,000,000 per accident</td> <td data-bbox="1183 1289 1511 1360"></td> </tr> <tr> <td data-bbox="477 1360 837 1436">Professional liability*</td> <td data-bbox="837 1360 1183 1436">\$1,000,000 per claim</td> <td data-bbox="1183 1360 1511 1436"></td> </tr> </tbody> </table> <p data-bbox="477 1465 1511 1535">*Required only if Contractor 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	
<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																			
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Employers’ liability	\$1,000,000 per accident																				
Professional liability*	\$1,000,000 per claim																				
Invoicing	Invoices should be submitted to RWA on a monthly basis. RWA will pay submitted and approved (by RWA Principal Contact and RWA Executive Director) invoices at or within 30 days.																				
Other Agreement Terms	Proposer Contractors are strongly recommended to review the RWA Standard Services Agreement (Attachment D) for additional requirements of RWA contractors. This agreement must be executed before work can begin. Minor changes to the agreement may be considered but proposed changes must be clearly and specifically noted in the Contractor RFP response submittal.																				

Grant Funding Requirements

This project is 100% grant funded and therefore must adhere to the additional requirements listed below. This text will be included in the final RWA/Contractor Agreement.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee’s headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: “Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources.” The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

RWA will work with selected Contractor to ensure proper acknowledgement of credit will be included on all materials resulting from this study including the summary report and related public presentations.

D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR’s Public Works Manual at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

Selected Contractor is responsible for adhering to all Labor Code requirements.

ATTACHMENT C - Fee Schedule Table

Task	Cost
Task 1: CII DIM Landscape Measurement	
Staff*	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Task 2: Summary Report	
Staff*	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Meeting with RWA and Suppliers	
Staff*	\$
Other:	\$
Other:	\$
Miscellaneous Costs: if applicable.	
Other:	\$
Other:	\$
Total Study Cost*	\$

Notes: Supplemental explanatory information may be submitted as part of this section but is limited to two pages. The fee schedule should reflect billing rates for the duration of the Study through July 2023. Please note that per diem expenses will not be allowable expenses for this Study.

*Required information.

ATTACHMENT D-RWA Standard Services Agreement

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 local government agency (“RWA”), 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

2.1 RWA 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 RWA. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

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

3 Term

3.1 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 RWA 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.

3.2 This Agreement may be terminated at any time by RWA 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 RWA based on the above fee and payment provisions.

Compensation under this section 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

4.1 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. RWA 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.

[The paragraphs in section 4.2 can be replaced with "Intentionally omitted" if the RWA is not requiring the Contractor to designate key personnel.]

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: **[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify RWA and shall, subject to RWA's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by RWA to evaluate the proposed substitution. RWA shall evaluate Contractor's request and RWA shall promptly notify Contractor of its decision in writing.

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 RWA's conflict of interest code because Contractor will perform the Work independent of the control and direction of the RWA or of any RWA official, other than normal contract monitoring, and Contractor possesses no authority with respect to any RWA decision beyond the rendition of information, advice, recommendation or counsel.

6 Contractor Records

6.1 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. RWA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 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 RWA (“Work Product”) shall be the property of RWA, and RWA 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 RWA’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, RWA 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 RWA reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then RWA shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to RWA in paper format, upon request by RWA at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to RWA 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 Confidentiality of Information

[The paragraphs in this section can be replaced with the phrase “Intentionally omitted” if the District will not provide any confidential information to the Contractor.]

8.1 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 RWA 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 RWA. 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 RWA. 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.

8.2 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 RWA 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, RWA policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than RWA 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.

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

9 Compliance with Laws

9.1 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.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study 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 section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any RWA facility, plant, building, structure, utility system or other property (“RWA Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any RWA Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on RWA machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a

routine, recurring or usual nature, and (ii) 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 section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 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 RWA 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 RWA 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.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: _____

d. **[This paragraph may be replaced with “Intentionally omitted” 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 RWA by various federal and/or state grant and/or loan agreement(s) that impose certain funding conditions on RWA and its sub-recipients (the “Funding Conditions”). For any such Work, if RWA informs Contractor about the Funding Conditions, then Contractor agrees to determine, comply with and be subject to the Funding Conditions that apply to RWA’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.

10 Indemnification.

10.1 Contractor shall indemnify, defend, protect, and hold harmless RWA, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses

(including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) 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 Claim arising from the sole negligence or willful misconduct of RWA or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

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 & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
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, attorney or accountant.

11.1 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name RWA, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor’s general and automobile 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. RWA'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 RWA. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to RWA. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, 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 RWA for the Work performed by Contractor.

11.2 **Proof of Insurance.** Upon request, Contractor shall provide to RWA the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

12 General Provisions

12.1 **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.

12.2 **Independent Contractor.** Contractor's relationship to RWA 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 RWA employees, and they are not entitled to RWA employment salary, wages or benefits. Contractor shall pay, and RWA shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify RWA, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without RWA'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 RWA in the manner provided in section 11 of this Agreement.

12.4 **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.

12.5 **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 RWA to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **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.

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

12.8 **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:

RWA:

Regional Water Authority

Attn: _____

Regional Water Authority, 5620 Birdcage St # 180, Citrus Heights, CA 95610

E-mail: _____

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.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Regional Water Authority:

Dated: _____

By: _____
[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____
[Name/Title]