

SACRAMENTO REGIONAL INDOOR DIRECT INSTALL PROJECT REQUEST FOR PROPOSALS

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

Proposals Due By 4:00 PM PT, February 1, 2023

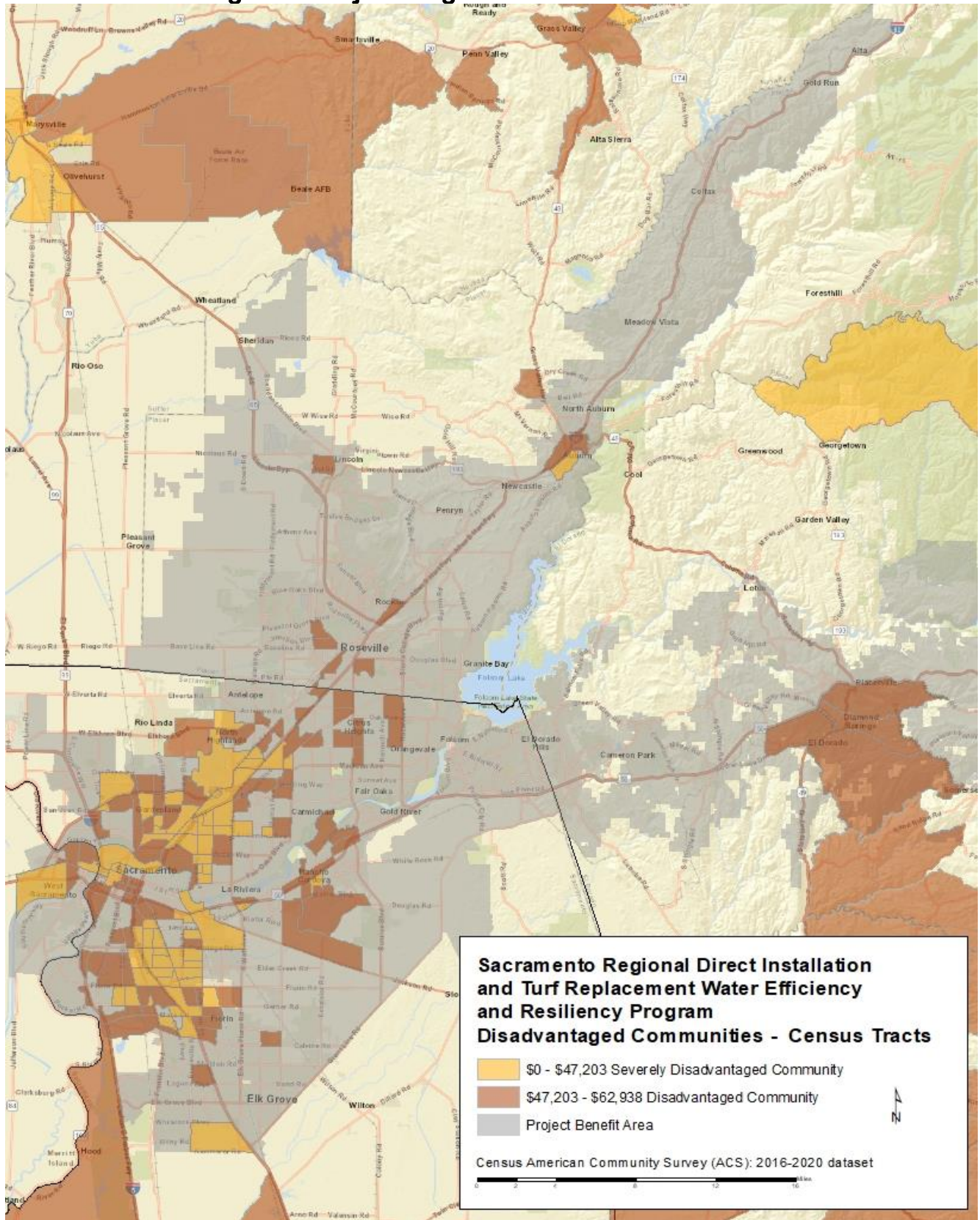


Sacramento Regional Indoor Direct Install Project Request for Proposal (RFP)

General Project Information	<p>The Regional Water Authority (RWA) is seeking support for the implementation of a regional multifamily residential and commercial/institutional (CI) indoor direct installation project. The project will provide labor and high efficiency fixtures directly to eligible customers free of charge and will replace high water use fixtures (3.5 gallons per flush or more for toilets, 1.5 gallons per flush or more for urinals, 2.5 gallons per minute or more for showerheads and kitchen/bath faucet aerators -no flow requirement for replacement) with WaterSense labeled high efficiency toilets (HETs), urinals, showerheads, and faucet aerators. Replacements will vary depending on individual property needs, but will generally include one toilet, one showerhead, two bathroom and/or kitchen faucet aerators per multifamily housing unit. An interior water use survey to assess replacement needs must be completed for each participating property by the contractor before any installation work can begin.</p> <p>Funding for this project is 100% from California’s Urban and Multibenefit Drought Relief Program with a budget of \$500,000. The project timeline is March 2023-December 2024.</p> <p>The minimum project goal is to install 2,140 fixtures to achieve an estimated water savings of 281 million gallons/862 acre feet over a 25-year lifetime or 11.24 million gallons/34.49 acre feet per year in the region’s disadvantaged communities.</p> <p>The project will focus on multifamily and commercial/institutional properties located in Disadvantaged Communities (DACs) areas-as defined by using the California Department of Water Resources (DWR)’ Disadvantaged Communities Mapping Tool at the Census Tract level within RWA’s member supplier service areas. The project will target 100% participation in these DAC areas, however, the target area may be expanded as needed to achieve fixture installation goals. Figure 1 below displays the project’s DAC target areas overlapped with RWA’s member supplier service areas. Both DACs and Severely DACs (SDACs) are eligible areas for this project. For an interactive map of the Sacramento region’s DACs visit: https://gis.water.ca.gov/app/dacs/</p> <p>RWA is seeking responses from Contractors that can perform all of the following:</p> <ul style="list-style-type: none">• Assist with project marketing to CI and multifamily properties• Contact all eligible customers for project participation• Provide customer service to determine project eligibility and installation scheduling• Secure all permits and approvals for fixture installations• Provide all fixture installations with one year warranty• Provide bonded, licensed (including C 36 license) plumber(s) to perform interior water use surveys and fixture replacements• Secure warehouse/office location for all required materials (including toilets, urinals, showerheads and faucet aerators)• Properly dispose of old fixtures (must recycle toilets when possible)• Provide project administration (tracking, billing, customer service, etc.)• Create and maintain a database/spreadsheet with all participant information• Provide RWA with regular progress updates during the project and a final report summarizing results of the project
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<p>Disclaimer and Submission Deadline</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 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 February 1, 2023, 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>RWA Profile</p>	<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, Nevada, 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>						
<p>Principal Contact</p>	<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>						
<p>RFP Timeline</p>	<table border="1"> <tr> <td data-bbox="440 1377 1547 1419">January 4, 2023 Distribution and online posting of RFP</td> </tr> <tr> <td data-bbox="440 1425 1547 1467">February 1, 2023 RFP filing deadline-must be received by RWA by 4:00 PM PT</td> </tr> <tr> <td data-bbox="440 1474 1547 1516">February 2 - 13, 2023 RWA staff/member water providers review of RFPs</td> </tr> <tr> <td data-bbox="440 1522 1547 1564">February 22, 2023 RWA Executive Committee presentation of staff recommendation</td> </tr> <tr> <td data-bbox="440 1570 1547 1612">March 9, 2023 RWA Board approval and selected contractor notified</td> </tr> <tr> <td data-bbox="440 1619 1547 1661">March/April 2023 Contract signed and project begins</td> </tr> </table>	January 4, 2023 Distribution and online posting of RFP	February 1, 2023 RFP filing deadline-must be received by RWA by 4:00 PM PT	February 2 - 13, 2023 RWA staff/member water providers review of RFPs	February 22, 2023 RWA Executive Committee presentation of staff recommendation	March 9, 2023 RWA Board approval and selected contractor notified	March/April 2023 Contract signed and project begins
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Figure 1: Project Target Areas – DACs and SDACs



Note: Project Benefit Area = RWA Water Provider Member Supplier Service Areas. GIS Shapefile of Member Service Areas available on request to RWA's Principal Contact.

Scope of Work

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

Nature of Services	<p>PROJECT DESCRIPTION:</p> <p>The Regional Water Authority (RWA) is seeking support for the implementation of a regional multifamily residential and commercial/institutional (CI) indoor direct installation project. The project will provide labor and high efficiency fixtures directly to eligible customers free of charge and will replace high water use fixtures (3.5 gallons per flush or more for toilets, 1.5 gallons per flush or more for urinals, 2.5 gallons per minute or more for showerheads and kitchen/bath faucet aerators -no flow requirement for replacement) with WaterSense labeled high efficiency toilets (HETs), urinals, showerheads, and faucet aerators. Replacements will vary depending on individual property needs, but will generally include one toilet, one showerhead, two bathroom and/or kitchen faucet aerators per multifamily housing unit. An interior water use survey to assess replacement needs must be completed for each participating property by the contractor before any installation work can begin.</p> <p>The minimum project goal is to install 2,140 fixtures to achieve an estimated water savings of 281 million gallons/862 acre feet over a 25-year lifetime or 11.24 million gallons/34.49 acre feet per year in the region's disadvantaged communities.</p> <p>The following tasks outline the specific project steps that must be completed by the Contractor. These tasks may be modified throughout the project time period to adjust to current project needs and any potential issues that may inhibit the complete replacement of the estimated 2,140 fixtures.</p> <p>TASKS:</p> <p>TASK 1. MARKETING AND OUTREACH</p> <p>The Contractor in partnership with RWA will contact multifamily and CI customers within the DWR DAC and SDAC identified areas that are also within RWA member service areas (Figure 1) and describe the project participation requirements. Marketing will be in the form of phone calls, door-to-door and other forms of outreach as necessary. RWA will assist the Contractor by providing its website for project information as well as fliers describing the project with the Contractor's contact information. The Contractor shall propose how they plan to market the project to meet the full project goal of replacing 2,140 fixtures.</p> <p>RWA and Contractor will jointly develop a project application for participants that includes a general disclaimer for services and provides RWA and Contractor with adequate information to track participants, fixture installations and water savings for reporting and invoice billing purposes.</p> <p>TASK 2. ELIGIBILITY AND INTERIOR WATER USE SURVEYS</p> <p><u>Verify Customer Eligibility for Project:</u> Contractor shall include a description of methods in their proposal for ensuring that participants meet project eligibility requirements. These eligibility requirements include:</p>
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- Existing toilets must be 3.5 gallons per flush or greater or be a verified non-performing 1.6 gallon per flush toilet
- Participating multifamily and CI sites have a minimum of 5 dwelling units or 5 toilets in need of replacement. Sites outside this eligibility requirement will be addressed on a case-by-case basis.
- 100% of participating sites must be located within the DAC and RWA member supplier service area boundaries described above.

Interior Water Use Surveys: Eligibility status is expected to be accomplished through a pre-survey phone screening, an on-site interior residential survey or combination of both to assess all toilets, urinals, showerheads, and aerators for each site. Surveys will be completed before any fixture removal or installation is performed and are required to be submitted with monthly Contractor invoices for any multifamily housing unit and CI site that received installed fixtures to verify pre-installation fixture flow rates. The survey data will be used to estimate water savings for the project and reported back to DWR.

TASK 3. CUSTOMER SERVICE

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

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

TASK 4. PERMITTING

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

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

TASK 5. FIXTURES

One primary goal of this project is to ensure that the installations properly function and remain in the participating sites through their estimated lifetime use (25 years), thus ensuring consistent and reliable water savings. RWA is seeking quality products for the best value to complete these replacements. The following sections provide project requirements by fixture. The summarized project requirements are provided in Table 1 below for quick reference. Contractor must propose make, model, and cost estimates using the following requirements for each fixture as outlined in ATTACHMENT A.

Table 1: Summary of Project Fixture Requirements

Fixture Type	Old Fixture Requirements	New Fixture Requirements
Toilet	<ul style="list-style-type: none"> • 3.5 gallons per flush or more • Verified Nonperforming 1.6 gallons per flush 	<ul style="list-style-type: none"> • 1.28 gallons per flush or less • MaP score of 600 or more • WaterSense labeled
Urinal	<ul style="list-style-type: none"> • 1.5 gallons per flush or more 	<ul style="list-style-type: none"> • 0.5 gallons per flush or less • WaterSense labeled
Showerhead	<ul style="list-style-type: none"> • 2.5 gallons per minute or more 	<ul style="list-style-type: none"> • 1.5 gallons per minute or less • WaterSense labeled
Aerator	Replacement as needed	<ul style="list-style-type: none"> • 1.5 gallons per minute or less • WaterSense labeled

Toilets:

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

The project will only replace toilets with an existing 3.5 gallon per flush or higher flow rate or verified nonperforming 1.6 gallons per flush (as necessary). A cost estimate for gravity flush, pressure-assist, and ADA compliant HETs should be included. Models should have round and elongated toilet seat options to accommodate varying bathroom arrangements. Typically, one HET will be installed in each multifamily housing unit, however, some units may require additional toilets.

Showerheads:

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

Urinals:

The project requires the installation of WaterSense labeled urinals with a maximum flow rate of 0.5 gallons per flush. The project will only replace urinals with an existing 1.5 gallon per flush or higher flow rate. Waterless urinals are not eligible replacement fixtures for this project.

Aerators:

The project requires the installation of WaterSense labeled aerators with a maximum flow rate of 1.5 gallons per minute. Typically, two aerators will be installed in each multifamily housing unit, however, some units may require additional aerators. Both bathroom and kitchen aerators may be replaced as needed.

Fixture purchasing and storage:

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

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

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

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

TASK 6. INSTALLATION SERVICES

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

Normal Site Conditions: Prior to performing any work, Contractor shall pre-inspect each site to ensure Normal Site Conditions exist at the installation site which include but are not limited to:

- Measured static water pressure at or above 35 psi at the installation site
- Measured dynamic water pressure at or above 30 psi at the installation site
- Mounting surface (floor surrounding toilet) is level and suitable to adequately support proper fixture installation

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

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

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

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

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

TASK 7. TOILET RECYCLING / DISPOSAL

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

TASK 8. INSTALLATION INSPECTIONS

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

TASK 9. PROJECT REPORTING AND BILLING

Reporting: Contractor will be responsible for reconciling all installations, permitting, recycling/disposal statistics and reporting on a monthly basis. Reports will include monthly and cumulative participating customer site and fixture installation information, to be submitted to RWA’s Project Manager within five (5) working days of the close of each

month for the duration of the project. Project monthly reporting will continue through the last fixture installation of the project, and then the Contractor will provide quarterly reports (every 3 months) of participants requesting or receiving warranty (parts or labor) services for fixtures installed by the Contractor up to a year after the last fixture has been installed.

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

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

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

Final Report: Contractor shall prepare and submit a Final Report at the conclusion of the project, no later than December 31, 2024, containing a comprehensive summary of all project activity, number and type of fixture installations received by participating customers organized by water supplier. In the event the project is completed early, the report shall be submitted within four (4) weeks of the last fixture installation. In the event the project's timeframe is extended, the reporting deadlines will be modified by RWA and Contractor.

Database Submittal: Contractor shall provide RWA with a copy of the database(s)/spreadsheets and all computer files generated by the Contractor related to the project on a monthly basis with each invoice and with the Final Report submission. RWA will provide an example of the preferred reporting format and contents to the Contractor prior to the start of the project. RWA reserves the right to modify the data required based on a greater understanding of project data collection needs and associated grant reporting requirements.

<p>Project Expansion Opportunities</p>	<p>The Contractor will brainstorm and present potential expansion options for both individual local water suppliers and RWA in the RFP response that could complement the regional project scope of work. Potential options include expanded flow testing of toilets and urinals, placement of flow monitoring/leak detection technologies on fixtures, etc.</p> <p>RWA is not obligated to include or guarantee any or all of the project expansion opportunities described in this section in the final RWA project contract. Providing cost estimates for these potential additional opportunities is encouraged but not required.</p>
<p>Project Timeline</p>	<p>RWA is anticipating a 22-month timeline (March 2023-December 2024).</p>
<p>Attachments</p>	<p>A. Fee Schedule Table (REQUIRED for RFP submission) B. RWA Standard Services Agreement</p>

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 February 1, 2023, by 4:00 PM 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 but are not limited to any comments or proposed changes to Attachment B – RWA Standard Services Agreement.</p>
<p>Changes to RFP</p>	<p>RWA will send any changes to this RFP to each Contractor to whom an RFP notification has been directly 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), project expansion opportunities (5 points), fee schedule (10 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 Indoor Direct Install Project), 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 of work.
Staff Qualifications	Identify all staff (managers, supervisors, and specialists), including a primary point- of-contact, who would be assigned to the project. Clearly identify the project manager and their availability to manage the project between March 2023 and December 2024. 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	<p>Contractor must provide a detailed description of how each task, described in RFP, will be accomplished.</p> <ul style="list-style-type: none"> • Task 1: Marketing and Outreach • Task 2: Eligibility and Interior Water Use Surveys • Task 3: Customer Service • Task 4: Permitting • Task 5: Fixtures • Task 6: Installation Services • Task 7: Toilet Recycling/Disposal • Task 8: Installation Inspections • Task 9: Project Reporting and Billing <p>A timeline that corresponds to each Task must be included in this section.</p>

Project Expansion Opportunities	Include potential expansion options for both individual local water suppliers and RWA that could complement the regional project scope of work. Potential options include expanded flow testing of toilets and urinals, placement of flow monitoring/leak detection technologies on fixtures, etc. Providing cost estimates for these potential additional opportunities is encouraged but not required.
Fee Schedule	The Fee Schedule Table in Attachment A is a required document and must be included in the RFP proposal in this section. Attachment A should reflect billing rates for the duration of the project from March 2023 through December 2024. Please note that per diem expenses will not be allowable expenses for this project.
Proof of Insurance	The Contractor must provide proof of insurance as described in the “Additional Information” section and in Attachment B – RWA Standard Services Agreement. If Contractor does not currently have proof of insurance, describe timeline for acquiring required insurance coverages prior to March 2023.

Additional Information

Award of Contract	RWA’s Contractor selection will be complete by March 2023. Following the notification of the selected Contractor, an agreement will be executed between RWA and the selected Contractor in March/April 2023. These timelines are dependent on pending RWA Executive Committee approval in February and RWA Board approval in March and may be modified.																				
Term of Engagement	The contract term is from March 2023 to December 2024. 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 projects.																				
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="477 932 1507 1745"> <thead> <tr> <th data-bbox="477 932 821 968"><i>Type</i></th> <th data-bbox="821 932 1162 968"><i>Limits</i></th> <th data-bbox="1162 932 1507 968"><i>Scope</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="477 968 821 1388">Commercial general liability</td> <td data-bbox="821 968 1162 1388">\$2,000,000 per occurrence & \$4,000,000 aggregate</td> <td data-bbox="1162 968 1507 1388">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</td> </tr> <tr> <td data-bbox="477 1388 821 1530">Automobile liability</td> <td data-bbox="821 1388 1162 1530">\$1,000,000 per accident</td> <td data-bbox="1162 1388 1507 1530">at least as broad as ISO Business Auto Coverage (Form CA 00 01)</td> </tr> <tr> <td data-bbox="477 1530 821 1602">Workers’ compensation</td> <td data-bbox="821 1530 1162 1602">Statutory limits</td> <td data-bbox="1162 1530 1507 1602"></td> </tr> <tr> <td data-bbox="477 1602 821 1673">Employers’ liability</td> <td data-bbox="821 1602 1162 1673">\$1,000,000 per accident</td> <td data-bbox="1162 1602 1507 1673"></td> </tr> <tr> <td data-bbox="477 1673 821 1745">Professional liability*</td> <td data-bbox="821 1673 1162 1745">\$1,000,000 per claim</td> <td data-bbox="1162 1673 1507 1745"></td> </tr> </tbody> </table> <p data-bbox="477 1772 1539 1843">*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 & \$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	
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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 encouraged to review the RWA Standard Services Agreement (Attachment B) 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	<p>This project is 100% DWR grant funded and therefore must adhere to the additional requirements listed below. These requirements will be included in the agreement between the selected Contractor and RWA.</p> <p>Licenses, Permits, and Insurance. The Contractor or their subcontractors shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. The Contractor or their subcontractor will be responsible for observing and complying with any applicable federal, state, and local laws, rules, or regulations affecting any such work, specifically those including, but not limited to environmental, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to DWR.</p> <p>Labor Code Compliance. The Contractor 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: http://www.dir.ca.gov/dlse/PWManualCombined.pdf.</p> <p>Workers' Compensation. Contractor affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its subcontractors aware of this provision.</p> <p>Drug-Free Workplace Certification. Certification of Compliance: By signing this Grant Agreement, the Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 <i>et seq.</i>) and have or will provide a drug-free workplace by taking the following actions:</p>

- 1 Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code §8355(a)(1).
- 2 Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. Grantee's policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation, and employee assistance programs, and
 - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- 3 Provide, as required by Government Code §8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - a. Will receive a copy of Grantee's drug-free policy statement, and
 - b. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

Nondiscrimination. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Contractor or its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

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

ATTACHMENT A - Fee Schedule Table

Complete the table below to show all per unit costs for various fixtures, pre-installation interior water use fixture surveys and repairs. Cost should include the removal and disposal/recycling of current fixtures. The table must include (at minimum) cost estimates for residential 1.28 and 0.8 gallons per flush (gpf) HETs, commercial 1.28 gpf HET, 1.5 and 1.25 gallons per minute (gpm) showerheads, 1.5 and 1.0 gpm aerators and 0.125 gpf urinals.

TOILETS

For toilets, at minimum, include cost estimates for one (1) Gravity Flush HET, one (1) Pressure-Assist HET, one (1) ADA compliant HET, one (1) commercial flushometer Wall Hung HET and one (1) commercial flushometer Floor Mount HET for all flush volumes listed above or as available. Bowl must be a standard height (with the exception of the ADA compliant model) 12 inch rough-in white model. Attach associated manufacturers' cut sheets that include brand and model information. Provide per unit costs. Per unit cost should include all costs associated with toilet installations such as but not limited to toilet seat, wax ring, brass flange bolts, water supply line, etc. Provide additional detail on what costs are included in the per unit price.

URINALS

For urinals, at minimum, include cost estimates for two (2) flushometer high efficiency urinals. Attach associated manufacturers' cut sheets that include brand and model information. Provide per unit costs. Provide additional details on what costs are included in the per unit price.

SHOWERHEADS

For showerheads, at minimum, include cost estimates for one (1) wall mounted/ fixed showerhead and one (1) handheld showerhead for all flow rates listed above. Attach associated manufacturers' cut sheets that include brand and model information. Provide per unit costs. Provide additional details on what costs are included in the per unit price.

BATHROOM/KITCHEN AERATORS

For aerators, at minimum, include cost estimates for one (1) bathroom aerator and one (1) kitchen aerator for all flow rates listed above. Attach associated manufacturers' cut sheets that include brand and model information. Provide per unit costs. Provide additional details on what costs are included in the per unit price.

PRODUCT COSTS

For product costs, provide per unit price for each fixture type.

INSTALLATION COSTS

For installation costs, provide per unit price for each fixture type. Per unit installation costs should also include the removal of the old fixture and its disposal/recycling.

REPAIRS

For flange repairs and angle stop replacement costs, provide per unit price for each type of repair.

INTERIOR SURVEYS

For interior surveys, provide per unit cost per housing unit. Survey costs may also be included in fixture installation costs. Please note if the survey cost is included in the per unit fixture installation costs.

Additional Notes:

Product cut sheets for all provided fixtures are required to be submitted as part of the RFP. The fee schedule should reflect billing rates for the duration of the project from March 2023 through December 2024. Please note that per diem expenses will not be allowable expenses for this project.

Additional rows may be added, as needed, to accommodate additional fixture options. The original table excel file is available on request by emailing the RFP's Principal Contact.

Include any relevant and currently known information regarding potential fixture availability limitations or product delivery delays due to external circumstances like supply chain issues that may cause delays in the proposed project timeline.

Fee Schedule Table

Fixtures						Per Unit Cost		
Type	Make	Model	Flow Rate	WaterSense Labeled	MaP Score	Product	Installation	Total
Toilet								
Toilet								
Toilet								
Toilet								
Toilet								
Toilet								
Urinal								
Urinal								
Urinal								
Showerhead								
Showerhead								
Showerhead								
Bathroom Aerator								
Bathroom Aerator								
Kitchen Aerator								
Kitchen Aerator								
Repair	Flange Repair							
Repair	Angle Stop Replacement							
Survey	Pre installation interior survey							

ATTACHMENT B-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]