



Topic: Professional Services Agreement for the WEP Sacramento Regional Indoor Direct Install Project Phase 2
 Type: Action Item
 Item For: Action; Motion to Recommend Authorization by the Executive Director
 Purpose: Policy 300.2
 Impact: Routine

SUBMITTED BY:	Amy Talbot Regional Water Efficiency Program Manager	PRESENTER:	Amy Talbot Regional Water Efficiency Program Manager
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EXECUTIVE SUMMARY

This is an action item for the RWA Board to authorize the Executive Director to enter into a Professional Services Agreement for the regional Water Efficiency Program (WEP) Sacramento Regional Indoor Direct Install Project Phase 2.

STAFF RECOMMENDED ACTION

The recommended action is to approve and authorize the Executive Director to enter into a Professional Services Agreement for the Water Efficiency Program Sacramento Regional Indoor Direct Install Project – Phase 2. The item was unanimously approved by the Executive Committee to move as recommended to the RWA Board at the October 30, 2023 Executive Committee Special Meeting.

BACKGROUND

RWA staff, through the WEP, is seeking support for the implementation of the Sacramento Regional Indoor Direct Install Project (Project). The goal of the Project is to upgrade high-water use indoor fixtures (toilets, urinals, aerators, and showerheads) in multifamily residential and commercial/institutional properties located in disadvantaged community areas (DACs) as defined by the Department of Water Resources (DWR). The Project will fund both fixtures and labor at no cost to the participating customers. The geographic Project area includes properties located within portions of WEP participating suppliers’ service areas designated as DACs. The Project timeline is November 2023-April 2026. **The Project budget is \$2,100,000 and 100% funded through DWR’s Urban Drought Relief Grant Program.**

The scope of work for the Project includes the following tasks:

1. Marketing the Project to potential participating customers.
2. Site assessment, removal and disposal of old high water use fixtures, installation of new high efficiency fixtures, and installation tracking for reporting purposes.

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Selection Process

According to RWA Policy 300.2 Professional Services Selection and Contracting Services, consulting and professional services that would cost more than \$50,000 will generally be obtained through a competitive process by issuance of a Request for Proposals (RFP) or a Request for Qualifications, as determined by the Executive Director, and a contract for such services will be subject to the approval of the Executive Committee.

RWA staff issued an RFP on July 7, 2023, to six consulting firms with known experience in conducting similar projects and/or professional ability to conduct similar projects (Table 1). RWA reached out to other water suppliers in the state to obtain past outreach lists for similar projects to inform RWA's outreach list. The RFP was also posted on the RWA website and distributed to the RWA e-blast list to those recipients requesting contracting opportunities. Proposals were due on August 4, 2023. The complete RFP document can be viewed at: <https://rwah2o.org/wp-content/uploads/2023/07/RWA-Direct-Install-RFP-07072023-SEND.pdf>

Table 1: Direct Outreach for RFP Response

	Firm Name
1	Bottom Line Utility Solutions, Inc.
2	EchoTech Services, Inc.
3	Richard Heath & Associates, Inc.
4	Synergy Companies
5	WaterWise Consulting, Inc.
6	Webers Water Conservation, Inc.

Proposals were received from three firms: Bottom Line Utility Solutions, Inc., Richard Heath & Associates and Webers Water Conservation, Inc. Full proposals for each firm: <https://www.dropbox.com/sh/5bu0qshjs2h8u4c/AChSl0QDeDrS8XzESwatygXa?dl=0>

For evaluation purposes, RWA staff developed a guidance framework for reviewing proposals: firm 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), for a total of 100 potential points. The review panel included Linda Higgins, Placer County Water Agency; William Granger, city of Sacramento; and Amy Talbot, Regional Water Authority. Each organization assigned points to the above categories independently before discussing the scores at their August 11th joint review meeting to reach a final recommendation. Each individual reviewer's evaluation scores, the associated RWA evaluation guidelines and RFP response submittal requirements included in the RFP are attached. Additionally, a summary of the proposed program costs by each responding firm is attached.

FINDING/CONCLUSION

After independently reviewing the proposals and meeting to discuss the scoring and proposals, the review panel awarded Webers Water Conservation, Inc. the highest average score using the criteria stated in the RFP (see Table 2 below).

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Webers Water Conservation presented comprehensive task deliverables package that met the scope of the RFP with high quality fixture selections, demonstrated direct experience with similar projects in the Sacramento region, and developed the most competitive fee schedule.

Bottom Line Utility Solutions, Inc. and Richard Heath & Associates, Inc. presented comparable packages in terms of task deliverables, previous project experience, and high-quality fixture selections. However, the review panel marked down these proposals for having less competitive fixture unit costs and concerns with organizational structure, respectively. Therefore, **the review panel recommends Webers Water Conservation, Inc. to the RWA Executive Committee to recommend to the RWA Board as the selected consultant to assist RWA staff with the implementation of the Sacramento Regional Indoor Direct Installation Project Phase 2.**

Table 2: Responding Firms' Review Panel Scores

	Firm Name	Points Awarded
1	Bottom Line Utility Solutions, Inc.	89
2	Richard Heath & Associates, Inc.	88
3	Webers Water Conservation, Inc.	93

Request for Review

As a result of the review panel's recommendation, RWA staff reached out to each responding firm and communicated the panel's recommendation on August 18, 2023. Staff advised the proposers that formal approval was still needed from RWA's Executive Committee and Board. Bottom Line Utility Solutions (BLUS) expressed concerns about the panel's recommendation to award the contract to Webers Water Conservation, Inc. and RWA's RFP evaluation process. BLUS requested that RWA postpone the RWA Executive Committee approval, originally scheduled for August 22nd and conduct a review of the RFP evaluation process. RWA postponed the scheduled approval and requested that Authority legal counsel assist with the review process. It should be noted that RFPs are prepared, posted, evaluated, and awarded under RWA's Professional Services Selection and Contracting Policy, No. 300.2. There is no formal RFP review or protest process included in this policy, and no set legal requirements for the RFP process. As of the date this staff report is written, RWA staff has offered to meet with BLUS' principal to discuss the evaluation process and advised him that he may address any remaining concerns to the Executive Committee on October 30 or the Board at its November 9 meeting.

As requested, RWA staff conducted an internal review of the Phase 2 Direct Installation RFP evaluation process in consultation with RWA legal counsel. As part of the process, staff reviewed the RFP document, scoring sheets and comments from the review panel, RWA RFP evaluation framework, and RWA contracting policies. The review specifically addressed BLUS' concerns communicated through several email exchanges. BLUS' concerns included various interpretations of RWA's evaluation score framework, weighting of various qualifications within each evaluation category, and other firms' qualifications and experience. The review concluded that the RFP was clear and appropriately written, the selection process was conducted within the guidelines and scoring criteria outlined in the RFP and RWA policy, and that the process was fair and free from bias.



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Additionally, Richard Heath & Association, Inc. (RHA) requested a follow up meeting with RWA to receive feedback on their submitted RFP proposal. RWA staff met with RHA on September 11, 2023. RHA representatives were satisfied with RWA staff's discussion of proposal scoring and comments and did not request any further action.

FISCAL IMPACT

The Project is 100% grant funded. There is no fiscal impact to RWA or the WEP.

ATTACHMENTS

Attachment 1- Individual Proposal Reviews and Evaluation Scores

Attachment 2- Responding Firms Proposed Program Costs

Attachment 3- Draft Professional Services Agreement with Webers Water Conservation, Inc.

**Sacramento Regional Indoor Direct Install Project – Phase 2
RFP Review Panel – Individual Reviewer Evaluation Scores
RWA Evaluation Guidelines and RFP Response Submittal Requirements**

Reviewer #1

Regional Smart Controller Program Request for Proposal (RFP)

RFP Evaluation Form: Webers Water Conservation

Criteria	Maximum Score	Your Score
Criteria 1: Consultant Profile	10	9
Criteria 2: Staff Qualifications	15	14
Criteria 3: Past Experience and References	30	29
Criteria 4: Program Tasks	25	24
Criteria 5: Fee Schedule	10	9
Criteria 6: Expansion Opportunities	5	5
Criteria 7: Overall Proposal Quality	5	4
TOTAL	100	94

Regional Smart Controller Program Request for Proposal (RFP)

RFP Evaluation Form: Bottom Line Utility Solutions (BLUS)

Criteria	Maximum Score	Your Score
Criteria 1: Consultant Profile	10	8
Criteria 2: Staff Qualifications	15	13
Criteria 3: Past Experience and References	30	28
Criteria 4: Program Tasks	25	24
Criteria 5: Fee Schedule	10	7
Criteria 6: Expansion Opportunities	5	4
Criteria 7: Overall Proposal Quality	5	5
TOTAL	100	89

Regional Smart Controller Program Request for Proposal (RFP)

RFP Evaluation Form: RHA

Criteria	Maximum Score	Your Score
Criteria 1: Consultant Profile	10	7
Criteria 2: Staff Qualifications	15	12
Criteria 3: Past Experience and References	30	27
Criteria 4: Program Tasks	25	23
Criteria 5: Fee Schedule	10	8
Criteria 6: Expansion Opportunities	5	4
Criteria 7: Overall Proposal Quality	5	4
TOTAL	100	85

Reviewer #2

Regional Smart Controller Program Request for Proposal (RFP)		
RFP Evaluation Form: Webers Water Conservation		
Criteria	Maximum Score	Your Score
Criteria 1: Consultant Profile	10	10
Criteria 2: Staff Qualifications	15	14
Criteria 3: Past Experience and References	30	28
Criteria 4: Program Tasks	25	23
Criteria 5: Fee Schedule	10	9
Criteria 6: Expansion Opportunities	5	5
Criteria 7: Overall Proposal Quality	5	4
TOTAL	100	93

Regional Smart Controller Program Request for Proposal (RFP)		
RFP Evaluation Form: Bottom Line Utility Solutions (BLUS)		
Criteria	Maximum Score	Your Score
Criteria 1: Consultant Profile	10	10
Criteria 2: Staff Qualifications	15	15
Criteria 3: Past Experience and References	30	29
Criteria 4: Program Tasks	25	20
Criteria 5: Fee Schedule	10	6
Criteria 6: Expansion Opportunities	5	3
Criteria 7: Overall Proposal Quality	5	4
TOTAL	100	87

Regional Smart Controller Program Request for Proposal (RFP)		
RFP Evaluation Form: RHA		
Criteria	Maximum Score	Your Score
Criteria 1: Consultant Profile	10	8
Criteria 2: Staff Qualifications	15	13
Criteria 3: Past Experience and References	30	30
Criteria 4: Program Tasks	25	24
Criteria 5: Fee Schedule	10	8
Criteria 6: Expansion Opportunities	5	4
Criteria 7: Overall Proposal Quality	5	4
TOTAL	100	91

Reviewer #3

Regional Smart Controller Program Request for Proposal (RFP)		
RFP Evaluation Form: Webers Water Conservation		
Criteria	Maximum Score	Your Score
Criteria 1: Consultant Profile	10	9
Criteria 2: Staff Qualifications	15	14
Criteria 3: Past Experience and References	30	28
Criteria 4: Program Tasks	25	23
Criteria 5: Fee Schedule	10	10
Criteria 6: Expansion Opportunities	5	5
Criteria 7: Overall Proposal Quality	5	4
TOTAL	100	93

Regional Smart Controller Program Request for Proposal (RFP)
RFP Evaluation Form: **Bottom Line Utility Solutions (BLUS)**

Criteria	Maximum Score	Your Score
Criteria 1: Consultant Profile	10	10
Criteria 2: Staff Qualifications	15	13
Criteria 3: Past Experience and References	30	27
Criteria 4: Program Tasks	25	24
Criteria 5: Fee Schedule	10	8
Criteria 6: Expansion Opportunities	5	5
Criteria 7: Overall Proposal Quality	5	4
TOTAL	100	91

Regional Smart Controller Program Request for Proposal (RFP)
RFP Evaluation Form: **RHA**

Criteria	Maximum Score	Your Score
Criteria 1: Consultant Profile	10	8
Criteria 2: Staff Qualifications	15	13
Criteria 3: Past Experience and References	30	28
Criteria 4: Program Tasks	25	24
Criteria 5: Fee Schedule	10	8
Criteria 6: Expansion Opportunities	5	4
Criteria 7: Overall Proposal Quality	5	4
TOTAL	100	89

RWA Evaluation Guidelines and RFP Response Submittal Requirements

Evaluation of RFP	<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>
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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 October 2023 and April 2026. 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 October 2023 through April 2026. Please note that per diem expenses and hourly staff time charges are not allowable project expenses.
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 October 2023.

7. FEE SCHEDULE

Confidential

Fee Schedule Table

Fixtures							Per Unit Cost		
	Type	Make	Model	Flow Rate	Water Sense Labeled	MaP Score	Product	Installation	Total
Gravity Flush Toilets	Toilet	Niagara Stealth - Elongated	77000WHAI1/ N7717-N7714	0.8 GPF	Yes	800	\$250.00	\$228.77	\$478.77
	Toilet	Niagara Stealth - Round	77001RWHAI1/ N7716-N7714	0.8 GPF	Yes	800	\$250.00	\$228.77	\$478.77
	Toilet	Proflo -Round	PF9812WH/ PF9800WH	0.8 GPF	Yes	600	\$250.00	\$228.77	\$478.77
	Toilet	Proflo Greenlee - Elongated	PF9812WH/ PF9803WH	0.8 GPF	Yes	1,000	\$280.00	228.77	\$508.77
	Toilet	High-Efficiency Toilet - American Standard Mainstream - Elongated	734AA101.020	1.28 GPF	Yes	600	\$235.00	\$228.77	\$463.77
Pressure Assist	Toilet	American Standard H2Option - Dual Flush Elongated	2887518.020	0.92/ 1.28 GPF	Yes	600	\$375.00	\$228.77	\$603.77
Commercial Toilets and Flushometers/Flush Valves	Toilet	Proflo Gilpin Series 17 in. - Floor Mount with Sloan 111 1.28 gpf Manual Flushometer	PF1603PAWH and 3780018	1.28 GPF	Yes	1,000	\$410.00	\$274.53	\$684.53
	Toilet	Sloan Royal - Floor Mount ADA (Elongated) with Sloan 111 1.28 gpf Manual Flushometer	2172029 and 3780018	1.28 GPF	Yes	1,000	\$420.00	\$ 274.53	\$694.53
	Toilet	Sloan Optima Plus - Wall Mount ADA (Elongated) with Sloan 111 1.28 gpf Manual Flushometer	2102459 and 3780018	1.28 GPF	Yes	1,000	\$360.00	\$274.53	\$634.53

SACRAMENTO REGIONAL INDOOR DIRECT INSTALL PROJECT

Fixtures							Per Unit Cost		
	Type	Make	Model	Flow Rate	Water Sense Labeled	MaP Score	Product	Installation	Total
	Toilet	Kohler Kingston Ultra - Wall Mount ADA (Elongated) and KOHLER Primme 1.28 gpf Manual Flushvalve	84325-0 and 76321-CP	1.28 GPF	Yes	1,000	\$350.00	\$274.53	\$624.53
Urinals and Flushometers/FI	Urinal and Flushometer	Sloan Washdown Urinal With Sloan Royal Manual Flushometer	10001001 and 186 0.13	0.125 GPF	Yes		\$455.00	\$366.04	\$821.04
	Urinal	American Standard Pintbrook Washout Urinal with American Standard Manual FloWise Flushvalve	6045013.002 and 6002001.020	0.125 GPF	Yes		\$365.00	\$366.04	\$731.04
Showerheads	Showerhead - handheld	Niagara Energy Saver	N2945-CH	1.5 GPM	Yes		\$13.00	\$45.75	\$60.28
	Showerhead - non-handheld	Evolve WaterSense	EV3020-CP150-BP	1.5 GPM	Yes		\$7.00	\$27.45	\$41.98
Aerators	Bathroom Faucet Aerator	Niagara Dual Threaded Aerator	N3210B-PC	1.0 GPM	Yes		\$2.00	\$11.71	\$13.71
	Bathroom Faucet Aerator	Neoperl Duel Threaded Aerator	1062003	1.5 GPM	Yes		\$2.00	\$11.71	\$13.71
	Kitchen Faucet Aerator	Niagara Conservation Swivel Dual Spray Kitchen	N3115P	1.5GPM	Yes		\$4.50	\$11.71	\$16.21
	Kitchen Faucet Aerator	Niagara Dual Spray Swivel Faucet Aerator With Pause Valve	N3126-C	1.5 GPM	Yes		\$7.00	\$11.71	\$18.71



SACRAMENTO REGIONAL INDOOR DIRECT INSTALL PROJECT

Fixtures							Per Unit Cost		
	Type	Make	Model	Flow Rate	Water Sense Labeled	MaP Score	Product	Installation	Total
Repairs	Repair	Flange Repair					\$23.68	\$36.60	\$60.28
	Repair	Angle Stop Replacement					\$23.68	\$18.30	\$41.98
	Survey	Interior Survey							\$45.75



Fee Schedule

Webers Water Conservation

		Fixtures				Costs			
		Make	Model	Flow Rate	WaterSense Labeled	MaP Score	Product	Installation	Total
*Toilets	Gravity Flush	Niagara Shadow (Round/ADA)	C33.200.01	0.8gpf	YES	1,000g	\$249.22	\$229.00	\$478.22
		Niagara Shadow (Elongated/ADA)	C33.300.01	0.8gpf	YES	1,000g	\$258.62	\$229.00	\$487.62
		Niagara Sabre (Round)	C22.000.01	1.1gpf	YES	1,000g	\$249.63	\$229.00	\$478.63
		Niagara Sabre (Elongated)	C22.100.01	1.1gpf	YES	1,000g	\$252.99	\$229.00	\$481.99
		Niagara Sabre (Elongated/ADA)	C22.300.01	1.1gpf	YES	1,000g	\$274.05	\$229.00	\$503.05
		Niagara Liberty (Round)	C11.000.01	1.28gpf	YES	800g	\$189.47	\$229.00	\$418.47
		Niagara Liberty (Elongated)	C11.100.01	1.28gpf	YES	800g	\$199.24	\$229.00	\$428.24
		Niagara Liberty (Elongated/ADA)	C11.300.01	1.28gpf	YES	800g	\$218.29	\$229.00	\$447.29
		Niagara Stealth (Round Front)	N7716	0.8 gpf	YES	800 g	\$264.00	\$229.00	\$493.00
		Niagara Stealth (Elongated / ADA)	N7717	0.8 gpf	YES	800 g	\$277.20	\$229.00	\$506.20
		SSI No Clog II (Elongated/ADA)	Bowl: 301402 Tank: 301400	0.8gpf	YES	1,000g	\$247.00	\$29.00	\$276.00
	Pressure Assist	Gerber UltraFlush (Elongated)	GUL20312	1.0gpf	YES	1,000 g	\$370.18	\$272.00	\$642.18
		Gerber UltraFlush (Elongated/ADA)	GUL20318	1.0gpf	YES	1,000 g	\$382.18	\$272.00	\$654.18
	** Commercial	Sloan Floor Mount (Elongated)	ST-2009	1.28gpf	YES	1,000g	\$315.11	\$484.00	\$799.11
		Sloan Floor Mount ADA (Elongated)	ST-2029	1.28gpf	YES	1,000g	\$327.18	\$484.00	\$811.18
Sloan Wall-Hung (Elongated)		ST-2459	1.28gpf	YES	1,000g	\$361.31	\$484.00	\$845.31	
Sloan Floor Mount Junior (Primary)		ST-2309	1.28gpf	YES	1,000g	\$375.24	\$484.00	\$859.24	
Sloan Manual (Toilet Flushvalve)		Regal 111-1.28	1.28gpf	YES	1,000g	Included with each Sloan bowl.		\$0.00	
Urinals	Sloan (Retrofit Urinal)	SU-1209	.125gpf	YES	n/a	\$435.32	\$528.00	\$963.32	
	Sloan (Large Urinal)	SU-1009	.125gpf	YES	n/a	\$417.86	\$528.00	\$945.86	
	Sloan (Small Urinal)	SU-7009	.125gpf	YES	n/a	\$389.61	\$528.00	\$917.61	
	Sloan Manual (Urinal Flushvalve)	Regal 186-0.125	.125gpf	YES	n/a	Included with each Sloan urinal.		\$0.00	

Fee Schedule

	Fixtures					Costs		
	Make	Model	Flow Rate	WaterSense Labeled	MaP Score	Product	Installation	Total
Showerheads	Niagara Earth Wall-Mounted	N2915CH	1.5gpm	YES	n/a	\$7.92	\$17.00	\$24.92
	Niagara Earth Handheld	N2945CH	1.5gpm	YES	n/a	\$26.40	\$22.00	\$48.40
Aerators	Niagara (Bathroom Aerator)	N3210B-PC	1.0gpm	YES	n/a	\$2.96	\$11.00	\$13.96
	Niagara (Bathroom Aerator)	N3205N	0.5gpm	YES	n/a	\$2.96	\$11.00	\$13.96
	Niagara (Kitchen Aerator)	N3126P-C	1.5gpm	YES	n/a	\$9.24	\$15.00	\$24.24
	***Neoperl (Special Purpose Aerator)	TBD	0.5gpm	YES	n/a	\$11.88	\$20.00	\$31.88
Repairs	Flange Repair							\$115.00
	Angle Stop Replacement							\$85.00
Interior Survey		Included with each fixture installation.						\$0.00

*Most toilet models are available in a 10" rough-in configuration. In circumstances that require a 10" rough-in toilet, with RWA's approval, we can provide the 10" rough-in model at a rate equal to \$45.00 more than the rate quoted for a particular toilet model.

**For CI installations, when requested or required by a customer, and with approval from RWA, WWC may install "OR EQUAL TO" fixture models. I.e. instead of installing the quoted Sloan models, it may be necessary to install an equivalent Kohler, American Standard, or Zurn model. Cost, performance, quality and flush volumes will be the same as the quoted Sloan prices.

***If standard thread aerators will not accommodate a faucet, WWC, with RWA's approval, will to the best of its ability install aerators that will fit and provide the appropriate flow rate for the purpose of the faucet. I.e. vandal proof, Chicago thread, cachet style, laboratory faucets, etc.

Bottom Line Utility Solutions (BLUS)

Fixtures						Costs			NO COST/LESS COST
Type	Make	Model	Flow Rate	Water Sense	MaP Score	Product	Installation	Total	(for DAC multi-family sites enrolled in PGE MFES Program)
Toilet	Proflo - Elongated	PF1401TWH/PF5112 HEWH	1.28	YES	800	\$172.00	\$408.00	\$580.00	
Toilet	Proflo - Round	PF1400TWH/PF5112 HEWH	1.28	YES	800	\$171.00	\$408.00	\$579.00	
Toilet	Premier - Elongated	1034392	1.28	YES	1000	\$213.00	\$408.00	\$621.00	
Toilet	Premier - Round	1034391	1.28	YES	1000	\$195.00	\$408.00	\$603.00	
Toilet	Proflo-Elongated	PF9803/PF9812	0.8	YES	800	\$238.00	\$408.00	\$646.00	
Toilet	Proflo-Round	PF9800/PF9812	0.8	YES	800	\$231.00	\$408.00	\$639.00	
Toilet	Niagara - Elongated	7747EB/7747T	0.8	YES	800	\$275.00	\$408.00	\$683.00	
Toilet	Niagara - Round	77001RWHAI1	0.8	YES	600	\$271.00	\$408.00	\$679.00	
Toilet	Proflo-Elongated Pressure Assist	PF1601PAWH/FP161 2PAWHA	1	YES	1000	\$429.00	\$408.00	\$837.00	
Toilet	Proflo-Round Pressure Assist	PF1600PAWH/FP161 2PAWHA	1	YES	1000	\$413.00	\$408.00	\$821.00	
Toilet	AFLUSH-Elongated	A2001EL	0.9	YES	1000	\$210.00	\$408.00	\$618.00	
Toilet	AFLUSH-Round	A2001RL	0.9	YES	1000	\$204.00	\$408.00	\$612.00	
Toilet	Zurn-Wall Mount	Z5615/Z6000AV-ONE	1.1	YES	1000	\$753.00	\$493.00	\$1246.00	
Toilet	Zurn- Floor Mount	Z5655/Z6000 AV-ONE	1.1	YES	1000	\$449.00	\$606.00	\$1055.00	
Urinal	Zurn-Sm Urinal	Z5738.207	0.125	YES		\$471.00	\$687.00	\$1158.00	
Urinal	Zurn-Lrg Urinal	Z5758.207	0.125	YES		\$615.00	\$574.00	\$1189.00	
Urinal	Sloan-Sm Urinal	WEUS-7000.1001	0.125	YES		\$449.00	\$687.00	\$1136.00	
Urinal	Sloan-Lrg Urinal	Z5758.207	0.125	YES		\$623.00	\$574.00	\$1197.00	
Showerhead	Niagara Earth Handheld	N2945CH	1.5	YES		\$40.00	\$47.00	\$87.00	\$42.00
Showerhead	Niagara Earth Fixed	N2915CH	1.5	YES		\$13.00	\$47.00	\$60.00	\$0.00
Showerhead	Niagara Earth Fixed	N2912CH	1.25	YES		\$14.00	\$47.00	\$61.00	\$0.00
Showerhead	Niagara Luxe	N3915BN	1.5	YES		\$26.00	\$52.00	\$78.00	\$0.00
Showerhead	Niagara Luxe	N3912BN	1.25	YES		\$26.00	\$52.00	\$78.00	\$0.00
Bathroom Aerator	Niagara Pressure Compensating	N3104-PC	1.5	YES		\$ 4.50	\$ 31.00	\$35.50	\$0.00
Bathroom Aerator	Niagara Pressure Compensating	N3210B-PC	1	YES		\$4.00	\$31.00	\$35.00	\$0.00
Kitchen Aerator	Niagara Pressure Compensating	N3104-PC	1.5	YES		\$4.30	\$31.00	\$35.30	\$0.00
Kitchen Aerator	Niagara Pressure Compensating	N3210B-PC	1	YES		\$4.00	\$31.00	\$35.00	\$0.00
Toilet Leak Prevention System	Aquamizer		1.1	Plumbing Valve Certification		\$97.00	\$228.00	\$325.00	
Toilet	Aquamizer Toilet		0.8	Watersense Approval by Sept. 2023	1000	\$273.00	\$408.00	\$681.00	
Repair	Flange Repair					\$85.00	\$65.00	\$150.00	
Repair	Angle Stop Replacement					\$35.00	\$65.00	\$100.00	
Survey	Pre installation interior survey							Included	

Install cost includes marketing and admin

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 Webers Water Conservation, Inc., a California based direct installation contractor (“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:

___ 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.

X The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$2,100,000. 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.

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: individuals 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

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: 1000816827

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: 1000816827

d. 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:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 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: James Peifer
Regional Water Authority, 2295 Gateway Oaks Drive Suite 100, Sacramento, CA 95833
E-mail: jpeifer@rwah2o.org

Contractor:
Webers Water Conservation, Inc.

Attn: Renee Lyn Piper
Webers Water Conservation, Inc., 243 Mangano Circle, Encinitas, CA 92024
E-mail: renee@weberswater.com

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: _____

James Peifer
Executive Director

Webers Water Conservation, Inc.:

Dated: _____

By: _____

Renee Lyn Piper
President

Exhibit A

Webers Water Conservation, Inc. will perform the following tasks as presented in the below proposal to complete the RWA Sacramento Regional Indoor Direct Install Project Phase 2. The RWA issued Request for Proposals is also attached for reference. The Project timeframe is November 2023 – April 2026 with a not to exceed budget of \$2,100,000. Changes to the Project schedule and scope require written consent of both RWA and Webers Water Conservation, Inc. It is acknowledged that the Project's \$2,100,000 budget is fully funded by California's Urban Community Drought Relief Grant Program and has certain associated additional requirements outlined below. Additional funding may be provided by RWA and/or RWA Water Efficiency Program's local water suppliers to expand the Project scope with the written consent of both RWA and Webers Water Conservation, Inc.

The following are mutually approved (by RWA and Webers Water Conservation) changes/explanations to the RFP process documents (Webers Water Conservation RFP response to RWA and the RWA RFP document) that will govern the implementation and tracking of this project:

- High efficiency showerheads include 1.75 gallons per minute flow or less.
- Nonfunctional 1.6 gallons per flush toilets are defined as a toilet manufactured with a 1.6 gallon per flush rating but currently require regular double flushing to clear waste and/or have a consistent flush volume above 1.6 gallons per flush as documented with a professional instrument.
- Webers Water Conservation will outline and distribute (at minimum via email) customer post-installation benefits and services including information about manufacturer warranties, contractor/installation warranties, availability of fixture replacement parts for larger properties and optional fixture maintenance training to property owners/maintenance staff. Webers Water Conservation will provide an email template of these post-installation benefits and services intended for participating customers to RWA for their records.
- All invoices will be dated and submitted to RWA only with activities/expenses contained within 1 calendar month. For example, an invoice dated 4/30 may only contain work performed 4/1-4/30.
- RWA will permit a one-time administrative fee, not to exceed \$5,000, for project start up program costs.

Urban Community Drought Relief Grant Program Requirements

This Project is 100% grant funded and therefore Contractor must adhere to the additional requirements listed below.

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 including those necessary to perform design, construction or operation and maintenance of the Project. 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 RWA and DWR as needed.

Labor Code Compliance and Workers' Compensation.

The Grantee and its Contractor agree 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>. 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 and Contractor affirm 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.

Drug-Free Workplace Certification. Certification of Compliance: By signing this 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 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- 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 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 Budget Act of 2021 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 project including the summary report and related public presentations.

Indemnification. Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

Books and Records Request.

Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.