

# REGIONAL PUBLIC OUTREACH AND COMMUNICATIONS PROGRAM

## REQUEST FOR PROPOSALS

Regional Water Authority  
2295 Gateway Oaks Drive Suite 100  
Sacramento, California 95833

**Proposals Due By 3:00 PM PT, May 22, 2025**



## Regional Public Outreach and Communications Program Request for Proposal (RFP)

<p><b>General RFP Information</b></p>	<p>The Regional Water Authority (RWA) is seeking Consultant support for the implementation of a Regional Public Outreach and Communications Program (Program). The Program has two distinct components: 1) Regional public outreach implementation and 2) Communications/Public Relations support. Component 1 includes the research, design and implementation of a regional water efficiency public outreach campaign and school education initiative, development of support tools and materials, ongoing coordination/meetings with participating water suppliers, and ongoing strategic support for relevant RWA staff. Component 2 includes the research, design and implementation of public relations initiatives and related events/meetings, development of tools and materials to support initiatives, and strategic support and advice for relevant RWA staff. Selected Consultant should also ensure coordination between Component 1 and Component 2.</p>
<p><b>Disclaimer</b></p>	<p>The RWA reserves the right to modify the anticipated timeline set forth below. There will be no public opening of proposals. The RWA reserves the right to reject any and all proposals, cancel all or part of this RFP, waive any minor irregularities and to request additional information from proposing Consultants. <u>This request for proposals (RFP) does not obligate the RWA to award a contract. There is no expressed or implied obligation for the RWA to reimburse responding Consultants for any expenses incurred in preparing proposals in response to this request.</u></p> <p><b>To be considered, one electronic version of the submittal (send via email) must be received by the principal contact listed below by 3:00 p.m. PT on May 22, 2025.</b> The RWA reserves the right to reject any or all submittals after the deadline.</p>
<p><b>RWA Profile</b></p>	<p>The RWA was formed in 2001 as a joint powers authority to serve and represent the interests of over 22 water suppliers and associated agencies in the greater Sacramento, Placer, El Dorado, Sutter, Nevada and Yolo County Region. RWA’s mission is to serve, represent and align the interests of regional water suppliers and stakeholders for the purposes of improving water supply reliability, availability, quality and affordability. RWA is governed by a board comprised of two representatives from each of the member agencies. The representatives are appointed by the member agencies. For more information about RWA, visit <a href="http://www.rwah2o.org">www.rwah2o.org</a>. For more information about RWA’s current regional water efficiency public outreach campaign, visit <a href="http://www.bewatersmart.info">www.bewatersmart.info</a>.</p>
<p><b>Principal Contact</b></p>	<p>The principal contact is:  Amy Talbot, Principal Project Manager  2295 Gateway Oaks Drive, Suite 100  Sacramento, California 95833  <a href="mailto:atalbot@rwah2o.org">atalbot@rwah2o.org</a></p>

<b>RFP Timeline</b>	April 8, 2025 - Distribution of RFP
	May 22, 2025 – RFP response deadline-must be received by 3:00 p.m. PT
	June 2 -23, 2025 - RWA review of RFP responses received
	July 7-11, 2025 - RWA notifies Selected Consultant
	August/September 2025 - RWA Executive Committee and/or Board Approval of Selected Consultant
	September 2025 - Selected Consultant begins work, pending approval

**Scope of Services**

<p><b>Nature of Services</b></p>	<p><b><u>Component 1: Regional Public Outreach Implementation</u></b></p> <p>The Regional Water Authority has implemented an award-winning regional water efficiency public outreach and school education program for nearly two decades. The program is managed by an RWA staff member with the assistance of a Consultant. The program is financially supported through RWA water supplier member fees, which are collected on an annual basis. The fees fund the development of the regional program and for support materials for participating water suppliers to implement the program at the local level. The scope of work for Component 1 includes research, design and implementation of a regional public outreach campaign and school education initiative, development of support tools and materials, ongoing coordination/meetings with participating water suppliers, and ongoing strategic support for relevant RWA staff. Both the public outreach campaign and school initiative are guided by an advisory committee participating RWA water supplier member water efficiency staff that help drive the content and implementation strategies of the program.</p> <p>The public outreach campaign utilizes a variety of outreach and marketing tactics to leverage RWA resources and those of other organizations to increase public participation in water efficiency activities (indoors and outdoors) with a strong emphasis on the research-based calls to action. The campaign includes engaging with paid and earned radio, television, billboard, social media, and online advertisement options and an outreach plan that outlines how the campaign’s key messages will be marketed to specific audiences. RWA is seeking responses from Consultants that can demonstrate a high level of experience with assisting public agencies to increase awareness and influence behavior change in residential and commercial/institutional/industrial customers through public outreach campaigns and program implementation. Current public outreach campaign materials and customer facing website: <a href="http://www.bewatersmart.info">www.bewatersmart.info</a>.</p> <p>The school education initiative, Drip Drop Hip Hop, is a water efficiency themed play presented to elementary school classrooms and public spaces throughout the region in partnership with <a href="http://www.norcalarts.org">NorCal School of the Arts</a>. RWA is seeking responses from Consultants that will coordinate the outreach to potential schools and teachers, scheduling of classroom visits, and delivery of showertimers and other materials to participating classrooms. The number of classroom visits per year and location of participating schools is dependent on available funding, which could include RWA program funding and grant funding. Current School Education Information: <a href="https://bewatersmart.info/dripdrophiphop/">https://bewatersmart.info/dripdrophiphop/</a>. School education activities may be updated throughout the year depending on available funding.</p> <p><u>RWA is soliciting qualified Consultants to assist RWA staff with the following tasks associated with Component 1:</u></p>
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- Research, assess and evaluate RWA’s previous public outreach efforts to identify additional outreach opportunities.
- Develop and recommend an outreach campaign plan with specific approaches to reach target audiences.
- Research, develop and implement a public outreach campaign and media plan to communicate water efficiency messages by identifying key messages and images for print collateral, media opportunities, PSAs, internet tools, fact sheets, promotional materials, outdoor signage, and community events.
- Develop toolkit of support materials for water suppliers’ use to implement the regional public outreach campaign at local level. Materials include editorial calendars, weekly social media posts, image gallery, press releases, water savings estimates, key messages, water saving tips sheet, “how to” videos, newsletter template text, and more.
- Develop and host an annual campaign briefing for all water supplier staff to promote the water supplier toolkit.
- Develop timelines, budget estimates, and tracking plan to manage all activities outlined in Component 1.
- Develop a detailed annual program report summarizing the results of the public outreach efforts and school education initiatives to assist suppliers with state and local reporting requirements.
- Prepare a professionally designed Year in Review report for external audiences that includes both public outreach and school education achievements for the previous year.
- Manage outreach to local media to support the implementation of the campaign including developing and issuing press releases.
- Manage and staff 2-3 community events throughout the year.
- Provide RWA staff with strategic advice and attend monthly meetings with RWA and water supplier staff (public outreach committee meetings).
- Provide RWA with website support to bewatersmart.info and social media management (primarily Facebook).
- Work with existing outreach partners like the Sacramento Republic and Sacramento Tree Foundation.
- Coordinate collateral buys (give-a-way items) to support the campaign for RWA and RWA member water suppliers.

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

The Regional Water Authority is seeking support for ongoing communications and public relations efforts. These efforts are managed by RWA’s Executive Director and are financially supported through RWA member water supplier fees, which are collected on an annual basis. The scope of Component 2 includes developing and implementing a RWA member outreach strategy and associated communication tools and materials for suppliers, a legislative and climate resiliency outreach strategy, a general external partnership

	<p>expansion plan and a media (including social media) strategy to promote RWA’s key messages and successes. All activities should be researched based. These activities may also include planning and hosting related events and symposiums. The goal of these efforts is to raise the profile of RWA both locally and statewide among water suppliers, influencers, stakeholders, legislators, and state agencies and to present RWA as one unified voice when engaging with external partners.</p> <p><u>RWA is soliciting a qualified Consultant to assist RWA staff with the following tasks associated with Component 2:</u></p> <ul style="list-style-type: none"> <li>• RWA member outreach strategy and associated tools and materials, which includes conducting member surveys and analyzing results, developing consistent messaging/branding for RWA, template text for RWA member suppliers to communicate consistent messaging, and supportive materials like a regular RWA newsletter, legislative annual summary, Board presentations, fact sheets and promotional new member outreach.</li> <li>• Legislative and climate resiliency strategy, which includes branding existing RWA activities like the <a href="#">Sacramento Regional Water Bank</a>, developing associated webpage text, developing promotional text on successes, and developing fact sheets on priority topics.</li> <li>• General external partnership expansion plan, which includes targeted engagement with third party influencers (ex: environmental NGOs, academics and business interests), local elected officials and state legislators to discuss and gain support for RWA’s priority initiatives, development of key messages, and the potential creation of a RWA ambassador program.</li> <li>• Media strategy to promote RWA’s messages and successes, which includes brainstorming and conveying timely outreach opportunities and milestones via RWA’s media options including social media (Facebook, X, etc.), media statements and letters to the editor, an editorial calendar and submitting RWA’s success stories to industry publications like AWWA SOURCE magazine, Maven’s Notebook, and ACWA News.</li> <li>• Plan and host related events and symposiums.</li> <li>• Attend regular meetings to plan and support Component 2 activities.</li> <li>• Provide strategic advice to and attend team meetings with RWA staff.</li> </ul>
<b>Program Timeline</b>	RWA is anticipating a 1-year timeline for this work (September 2025-September 2026), with the option to renew with selected Consultant on an annual basis for up to an additional 4 years.
<b>Invoicing</b>	RWA will process submitted and approved (by RWA Project Manager and/or RWA Executive Director) invoices at or within 30 days.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>A. Map of RWA Member Water Suppliers</li> <li>B. General Information about RWA Member Water Suppliers</li> <li>C. Fee Schedule (REQUIRED for RFP submittal)</li> <li>D. RWA Services Agreement</li> </ul>

**Submittal Process and Evaluation**

<p><b>Proper Completion and Submission of RFP Response</b></p>	<p>To be considered, one electronic version of the RFP response submittal (send via email) must be received by the principal contact listed in this RFP by <b>3:00 p.m. PT on May 22, 2025</b>. The RWA reserves the right to reject any or all submittals after the deadline.</p>
<p><b>Rights to Submitted Materials</b></p>	<p>The RWA reserves the right to retain all submittals. Submission of an RFP response indicates acceptance by the Consultant of the conditions contained in this request, unless clearly and specifically noted in the submittal and in the contract between the RWA and the selected Consultant.</p>
<p><b>Changes to RFP</b></p>	<p>The RWA will send any changes to this RFP to each Consultant to whom an RFP notification has been sent. Such changes may become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP. Changes will also be posted online here: <a href="https://rwah2o.org/news-info/public-notices/">https://rwah2o.org/news-info/public-notices/</a></p>
<p><b>Inquiries to RFP</b></p>	<p>Submit any inquiries or clarification concerning the RFP via email to RWA’s principal contact. Answers to inquiries will be returned via email. Answers to any inquiries that are of a general nature will also be distributed to other Consultants that were sent this RFP. Inquiries will also be posted online here: <a href="https://rwah2o.org/news-info/public-notices/">https://rwah2o.org/news-info/public-notices/</a>. <b>The deadline for submitting inquiries is 3:00 pm PT on May 19, 2025.</b></p>
<p><b>Evaluation of RFP</b></p>	<p>Submittals will be considered by a selection committee consisting of RWA staff and representatives of participating RWA water suppliers. Submittals will be evaluated on a combination of factors that will be assigned point values up to the total amounts indicated for the following criteria: the Consultant profile (10 points), staff qualifications (20 points), past experience and references (40 points), strategic approach (20 points), and fee schedule (10 points). There is a maximum possible score of 100 points. The criteria are further described in the “Submittal Requirements” section below.</p> <p>During the evaluation process, the selection committee, RWA management and/or RWA Board of Directors reserve the right, where it may serve the RWA's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.</p>

**Additional Information**

<p><b>Award of Contract</b></p>	<p>Following notification of the selected Consultant, it is expected that a contract will be executed between RWA and the selected Consultant by September 2025, pending RWA Executive Committee and/or Board approval.</p>																		
<p><b>Term of Engagement</b></p>	<p>The contract term is September 2025 until September 2026, with option to review on an annual basis for up to 4 additional years. The contract term may be modified based on the final scope of work.</p>																		
<p><b>Subcontracting</b></p>	<p>If a Consultant intends to subcontract any of the work in its proposal, that fact, the name of the proposed subcontracting Consultant(s), and the work to be performed by each subcontractor must be clearly identified in the proposal. Subcontractors must have prior experience with similarly scoped projects.</p>																		
<p><b>Insurance</b></p>	<p>The selected Consultant will maintain in full force and effect throughout the term of the services contract the following insurance coverage:</p> <table border="1" data-bbox="509 783 1539 1356"> <thead> <tr> <th><i>Type</i></th> <th><i>Limits</i></th> <th><i>Scope</i></th> </tr> </thead> <tbody> <tr> <td>Commercial general liability</td> <td>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</td> <td>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>Automobile liability</td> <td>\$1,000,000 per accident</td> <td>at least as broad as ISO Business Auto Coverage (Form CA 00 01)</td> </tr> <tr> <td>Workers' compensation</td> <td>Statutory limits</td> <td></td> </tr> <tr> <td>Employers' liability</td> <td>\$1,000,000 per accident</td> <td></td> </tr> <tr> <td>Professional liability*</td> <td>\$1,000,000 per claim</td> <td></td> </tr> </tbody> </table> <p>*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.</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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<p><b>Other Agreement Terms</b></p>	<p>Consultants must review the attached RWA Services Agreement (ATTACHMENT D) for additional requirements of RWA contractors. Any objections to the terms and conditions in the RWA Services Agreement must be identified in the RFP response. Only objections identified in the RFP response will be considered by RWA for modification. All other terms and conditions not identified in the RFP response will remain unchanged. The RWA Services Agreement must be executed (signed by both RWA and Consultant) before program work can begin.</p>																		

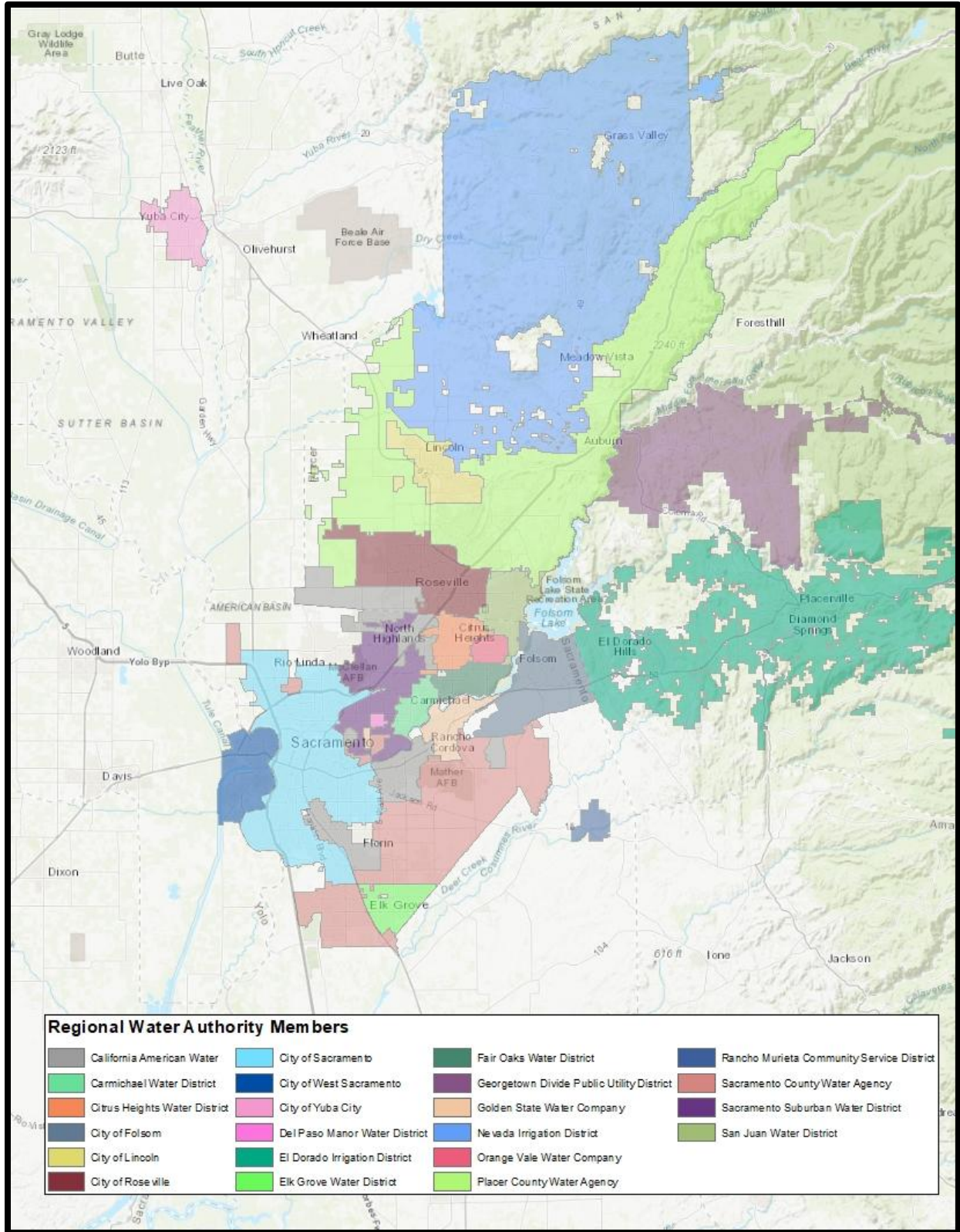


**Submittal Requirements**

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

<b>Title Page</b>	State the RFP subject (Regional Public Outreach and Communications Program), name of the Consultant, local address, email, and telephone number of the proposer’s primary contact person and the date of the proposal.
<b>Table of Contents</b>	The table of contents of the submittal should include a clear and complete identification of the materials submitted by section and page number as ordered in this table.
<b>Consultant Profile</b>	Include staffing size of the business and the business’s client base (i.e. local, regional, statewide, etc.) and the location of the office from which the work will be performed as well as the staffing capacity for that office. Include a statement on the business’s capability to support the proposed work throughout the initial term of engagement – September 2025-2026.
<b>Staff Qualifications</b>	Identify staff, including a primary point-of-contact, managers, supervisors and specialists, who would be assigned to the Program. Clearly identify the project manager and their availability to manage the Program between September 2025 and September 2026. Specifically discuss program administration, technical skills, communication style, and other skills necessary to implement this Program. Staff resumes must also be included in the RFP response submittal.
<b>Similar Past Experience and References</b>	List a minimum of two and a maximum of five similar recent engagements performed. Indicate the scope of work, date, engagement partner(s), total hours, sample products/deliverables and the name, email, and phone number of the principal client contact. Include total hours worked by all staff and total budget for each past engagement example. Maximum of two pages per engagement including text and images.
<b>Strategic Approach</b>	Describe how the business will strategically approach the tasks included in Component 1 and Component 2 of this RFP in a successful cost-efficient manner.
<b>Fee Schedule</b>	Payments will be made on completed tasks and direct expenses incurred while implementing Components 1 and 2 of this RFP. For comparison purposes, provide a complete schedule of fees (\$/hour) for all staff (or positions) to be assigned to the Program. The rates provided should reflect billing rates for the duration of the program through September 2026. Please note that per diem expenses and travel costs will not be allowable expenses for this program. Attachment C: Fee Schedule is a required document and must be included in the proposal.

# ATTACHMENT A



## ATTACHMENT B

	Water Supplier	Population	Total Connections	Area (Sq. Miles)
1	California American Water	203,851	59,946	54
2	Carmichael Water District	41,193	11,695	9
3	Citrus Heights Water District	69,964	19,513	13
4	City of Folsom	75,728	19,040	36
5	City of Lincoln	51,480	18,609	20
6	City of Roseville	147,969	39,452	43
7	City of Sacramento	520,407	144,089	99
8	City of West Sacramento	53,335	15,504	23
9	City of Yuba City	70,256	18,732	16
10	Del Paso Manor Water District	5,000	1,797	1
11	El Dorado Irrigation District	130,687	41,411	232
12	Elk Grove Water District	43,813	12,349	13
13	Fair Oaks Water District	36,226	13,864	10
14	Georgetown Divide Public Utility District	9,422	3,729	119
15	Golden State Water Company	52,714	17,276	13
16	Nevada Irrigation District	44,761	19,992	427
17	Orange Vale Water Company	16,861	5,531	5
18	Placer County Water Agency	123,686	43,772	260
19	Rancho Murieta Community Services District	5,488	2,654	6
20	Sacramento County Water Agency	203,248	62,117	109
21	Sacramento Suburban Water District	194,444	46,821	36
22	San Juan Water District	29,120	10,657	17
	<b>Regional Total</b>	<b>2,129,653</b>	<b>628,550</b>	<b>1,561</b>

### ATTACHMENT C

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

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

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

# ATTACHMENT D

## REGIONAL WATER AUTHORITY SERVICES AGREEMENT

### 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**

5.1 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.

5.2 Contractor's duties and services under this Agreement shall not include preparing or assisting RWA with any portion of RWA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with RWA. RWA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work contemplated herein. Contractor's participation in the planning, discussions, or

drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with RWA to ensure that all bidders for a subsequent contract on any subsequent phase, if any, of work contemplated herein have access to the same information, including all conceptual, preliminary, or initial plans or specifications, if any, prepared by Contractor pursuant to this Agreement.

## **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 Entitlement to Broader Coverage. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the RWA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the RWA. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 11.

11.2 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.

11.3 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]*