

REQUEST FOR QUALIFICATIONS

Mid and Upper Sacramento River Region Regional Flood Management Planning Initiative

You are invited to submit a Statement of Qualifications and other materials, in accordance with the outline below, to be considered for selection to provide the Mid and Upper Sacramento River Regional Working Group with flood management planning services.

A. Categories of Services

The Mid and Upper Sacramento River Regional Working Group (MUSR RWG) is seeking to hire a consultant firm or team of firms to assist them in executing the Mid and Upper Sacramento Regional Flood Management Plan. It is anticipated that a single consultant team will be selected encompassing all the required disciplines. A registered civil engineer with flood management experience must be part of the consultant team. The disciplines/capabilities that shall be included in the team are as follows:

1. Project Management
2. Grant Administration
3. Communication, engagement and facilitation
4. Flood management plan development, including cost estimating
5. Emergency response planning
6. Financial planning
7. Grant application development
8. Regional governance study development
9. Multi-benefit project development and performance tracking
10. Regional conservation investment strategy development/implementation
11. Regional climate resilience studies
12. Understanding of USACE PL 84-99 program
13. National Flood Insurance Program coordination and support, including flood hazard map development
14. Policy advisor
15. GIS

B. Background

The California Department of Water Resources (DWR) is continuing a process to assist and work with public agencies in six regions within the Central Valley to update and implement Regional

Flood Management Plans (RFMPs). The goal of the regional planning process is to ensure that the RFMP accurately reflects the local vision for “a flood safe region” and describes strategies to achieve the region’s flood risk reduction priorities over the next 25 years.

The Mid & Upper Sacramento River Regional Flood Management Plan (MUSR RFMP) is a locally-driven assessment of regional flood management issues within the Mid Sacramento River Region and the Upper Sacramento River Region for facilities within the State Plan of Flood Control. The Mid and Upper Sacramento River regions comprises portions of Butte, Colusa, Glenn, Lake, Sutter, Tehama, and Yolo counties, and contain a diverse set of stakeholder groups in urban cities, small communities, and rural areas. This solicitation and subsequent contract follow the 2014 Mid & Upper Sacramento River Regional Flood Management Plan and will be used to inform the 2022 update of the CVFPP and beyond. The MUSR RFMP outlines the long-term vision for flood management conditions, opportunities for improving flood management within the Planning Area, needed projects based upon priority, and an updated financing plan.

The Regional Working Group will include representatives of flood management implementing, operating, and maintaining agencies; local land use agencies (cities and counties); flood emergency responders; permitting agencies; and agricultural, tribal, and environmental interests that are knowledgeable about the flood risks and potential solutions within their flood region. Reclamation District 108 (RD 108) serves as the grant recipient with the State and the liaison with the various stakeholder groups.

C. Funding

DWR is providing financial assistance to the Regional Working Groups to fund the preparation and coordination of the RFMPs. DWR has drafted a scope of work (Exhibit A) which includes ten tasks.

- Task 1 – Project Administration, Management, and Reporting
- Task 2 – Communication and Engagement
- Task 3 – RFMP Activity Updates and Participation in the 2022 CVFPP Update
- Task 4 – Financial Planning and Funding Support
- Task 5 – Regional Governance
- Task 6 – Multi-Benefit Opportunities and Performance Tracking
- Task 7 – Regional Climate Resilience
- Task 8 – Institutional Barriers and Process Improvements
- Task 9 – NFIP-Related Activities
- Task 10 – Region-Specific Activities

MUSR RWG is seeking to hire a consultant team to assist them in executing the scope of work for Tasks 1 - 9. Task 10 is being handled by a separate contract.

D. Selection Committee

MUSR RWG will establish a Selection Committee to review the Statement of Qualification (SOQ) submittals received and may develop a shortlist of two to five consultant teams to be invited to an interview. The Selection Committee will make a recommendation of award to the RD 108 Board of Trustees.

E. Contracting Method & Work to be Completed

Via RD 108, MUSR RWG plans to execute a Master Agreement with the selected Consultant with specific services to be completed under multiple individual Task Orders. The anticipated scope of work and approach needed to achieve the goals and objectives of the RFMP process, and a description of the expected deliverables are described in the DWR scope of work discussed in Section C above.

F. Consultant Selection Schedule

The following timing and schedule are estimated and are subject to change.

1.	Issue Request for Qualifications	May 22, 2020
2.	SOQ Submittal Deadline	June 12, 2020
3.	Develop short list of Consultant Teams	June 26, 2020
4.	Interview short-listed consultants	July 8-10, 2020
5.	Select consultants	July 10, 2020
6.	Finalize/Approve contract	July 16, 2020

G. Statement of Qualifications

Teams who are interested in providing the consultant services described above are to submit a State of Qualifications (SOQ) **not exceeding 16 pages in length** (excluding cover letter, cover page, table of contents and section dividers) that includes the following:

1. A cover letter shall include, at a minimum, the name and address of the prime contractor submitting the proposal, together with the name, email, address and telephone number of the contact person who will be authorized to make representations for the organization, the Firm's federal tax ID number, identification of subconsultants. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.
2. Identification of prime and subconsultants: Include **one page** resumes for key personnel (those who will provide the majority of the labor hours) and lead persons to be assigned to the project. Please be very specific about education and professional background of the key staff.
3. A written description of three projects the consultant team has completed that involved multi-jurisdictional regional flood management planning or directly

- relevant activities including work in rural areas. Provide contact data for references. Please cross reference key team members to the listed projects.
4. Demonstration of knowledge and experience working with DWR on DWR grant funded projects.
 5. Project understanding and conceptual approach **(This is a key element)**.
 6. References for prime and key sub-consultants.

Questions may be directed to Meegan Nagy, Deputy Manager RD 108, via email at mnagy@rd108.org.

H. Selection Criteria

Applicants shall submit 1 unbound copy, 1 bound copy and one electronic pdf copy of their SOQ. The Selection Committee will evaluate all submitted SOQs in accordance with the criteria stated below. The Selection Committee will decide which applicants will be short listed and may be invited to attend an interview. The Selection Committee may also elect to select a consultant team based upon the SOQ submittals. Evaluation and selection criteria include the following:

No.	Criteria	Weight
1.	Consultant Team's qualifications and experience on similar projects.	20%
2.	Qualifications and experience of the project manager and key personnel.	25%
3.	Consultant Team's project understanding and conceptual approach.	35%
4.	Proposal Format	5%
5.	References for prime and key subconsultants.	15%
	Total	100%

This is a qualifications-based solicitation for professional services. Please do not provide cost or compensation rate tables with the SOQs. Costs will be discussed and negotiated with the highest ranked firm or team of firms. If negotiations do not yield resolution with respect to cost and understood expected level of effort, then negotiations may commence with the next highest ranked firm or team of firms until either successful negotiations prevail, or this solicitation is collapsed and resolicited.

I. General

1. Any questions related to this RFQ are to be directed in writing to Meegan Nagy at mnagy@rd108.org.
2. All questions and responses related to the RFQ will be posted on the Reclamation District No. 108's Contracts information webpage (<https://www.rd108.org/contract-opportunities/>) to ensure that all respondents receive the same information. No questions will be accepted or answered after

- June 5, 2020. Any questions and responses will be compiled and posted no later than June 9, 2020.
3. Any and all costs including travel, if required, associated with the development and delivery of the RFQ is the full responsibility of the Firm(s) with no reimbursement due.
 4. The selected Respondent shall remain an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of RD 108.
 5. All work performed under this contract, including all documents associated with the projects, shall become the exclusive property of the respective authorities.
 6. All information and materials submitted in response to this RFQ may be reproduced for the purpose of providing copies to authorized personnel involved in the evaluation of the Proposals but shall be exempt from public inspection under the California Public Records Act until such time as Contracts are awarded. Contract awards are a matter of public record. Once a Contract is executed, Proposals submitted in response to this RFQ are subject to public disclosure as required by law. Your submission of a Proposal is considered your consent to the disclosure of the Proposal. RD 108 and the MUSR RWG shall not be liable for disclosure of information or records related to this Solicitation.
 7. The Firm(s) agrees to file tax returns and pay all applicable taxes including possessory use taxes that may be levied as a result of use as managed by the selected Firm(s).
 8. The Firm(s) shall indemnify and hold harmless RD 108 and MUSR RWG volunteers and employees from liability of any nature or kind due to the use of any copyrighted or uncopyrighted composition, trade secret, patented or unpatented invention, article, service or appliance furnished or used as a result of this solicitation and any potential subsequent purchase order or contract.
 9. The selected consultant(s) will need to provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability.
 10. The opening of proposals in response to this RFQ is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.
 11. The successful Firm(s) must be prepared to begin work promptly following execution of the contract.
 12. Firm(s) are reminded that it is their responsibility to:
 - a. Read carefully all of the contents of this entire RFQ.
 - b. Ask for clarification in writing before submission due dates.
 - c. Address all requirements and follow all procedures of this RFQ.
 - d. Immediately inform the RFQ Contact Person of any problems with this RFQ solicitation.
 - e. Submit all responses by the required dates and times.

J. Submittal Deadline

Applicants who are interested in providing the services for this project are required to submit a Statement of Qualifications in electronic and paper copy no later than 2:00 pm on June 12, 2020. All SOQs and materials submitted in response to this RFQ will become the property of MUSR RWG and will not be returned.

Please submit the unbound and bound copy of the SOQ to:

Mail

Reclamation District No. 108
"Mid & Upper Sacramento Statement of Qualifications"
Attn: Meegan Nagy, Deputy Manager
Reclamation District No. 108
P.O. Box 50
Grimes, CA 95950

Or hand delivery at

Reclamation District No. 108
"Mid & Upper Sacramento Statement of Qualifications"
Attn: Meegan Nagy, Deputy Manager
Reclamation District No. 108
975 Wilson Bend Road
Grimes, CA 95950

Please submit the electronic pdf copy of the SOQ to:

mnagy@rd108.org and rd108@rd108.org

Receipt in the above office and email must be by the deadline stated regardless of postmark.

K. Evaluation Process

Each submittal will be reviewed for completeness of documentation. The submittals will be evaluated and scored by the Selection Committee based on the selection criteria.

L. Proposal Withdrawal, Errors and Protests

The withdrawal of any Proposal must be made in writing prior to the required submission date and time and must be signed by an authorized representative of the Firm. An error in the Proposal Submission may cause the rejection of that Proposal. However, the Firm may submit a new or modified Proposal prior to the Proposal submission date and time. Firms that submitted a Proposal but were unsuccessful in the attempt to obtain a contract may request, in writing, a debriefing from the RD 108 contact listed above. Firms that have received a debriefing but continue to feel

aggrieved in connection with the solicitation or award of a contract may submit a protest to Meegan Nagy, Deputy Manager, PO Box 50, Grimes CA 95950. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal and must contain a statement of the reason(s) for the protest citing the law, rule, regulation or procedure on which the protest is based. Potential Firm capabilities, proposal characteristics and / or pricing features that were not included in the Firm's Proposal shall not be introduced during the protest process. To be considered, the protest must be submitted within seven (7) working days following the debriefing.

M. Reserved Rights

1. Issuance of this RFQ in no way constitutes a commitment by RD 108 to award a contract. If the MUSR RWG and RD 108 determine it is in the best interest to do so, no Firm(s) may be selected, and no contract may be executed.
2. Upon acceptable pricing negotiations and contract award, the Firm(s) shall be required to execute a contract with RD 108. The standard master agreement is provided in Exhibit B. RD 108 may modify the contractual requirements of the contract prior to execution of a contract for services.
3. RD 108 reserves the right to request additional information from Firms that have submitted proposals in response to this RFQ and to enter into negotiations with more than one Firm.
4. RD 108 reserves the right to reject any or all Proposals received if the MUSR RGW and RD 108 determine that it is in the MUSR RGW's best interest to do so. Further, RD 108 may cancel or amend this RFQ at any time and may submit similar solicitations in the future.
5. RD 108 may reject any Proposal that does not meet all of the mandatory requirements of this RFQ, is conditional or is incomplete.
6. RD 108 may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.
7. The MUSR RWG may enter into negotiations with one or more firms.
8. RD 108 may award more than one contract if it is in the best interest of the MUSR RWG.

Exhibit A

Draft Scope of Work

EXHIBIT A SCOPE OF WORK

Regional Flood Management
Reclamation District 108
For
Flood Management Planning for Upper & Mid-Sacramento River Region

DESCRIPTION OF TASKS

This contract provides funding for the following tasks:

- Task 1 – Project Administration, Management, and Reporting
- Task 2 – Communication and Engagement
- Task 3 – RFMP Activity Updates and Participation in the 2022 CVFPP Update
- Task 4 – Financial Planning and Funding Support
- Task 5 – Regional Governance
- Task 6 – Multi-Benefit Opportunities and Performance Tracking
- Task 7 – Regional Climate Resilience
- Task 8 – Institutional Barriers and Process Improvements
- Task 9 – NFIP-Related Activities
- Task 10 – Region-Specific Activities

TASK 1 - PROJECT ADMINISTRATION, MANAGEMENT, AND REPORTING

Efforts under this task will include the following types of activities related to grant administration and contract management, as well as internal team coordination:

- Tracking and managing budget and expenditures
- Tracking and managing schedule and tasks
- Scheduling and facilitating recurring internal project team meetings and/or conference calls
- Preparing quarterly invoices
- Developing and submitting quarterly progress reports for DWR within 60 days of completion of the quarter

Task 1 Deliverables:

- *Quarterly Invoices and Progress Reports within 60 days of completion of the quarter*
- *Meeting summaries*

TASK 2 - COMMUNICATION AND ENGAGEMENT

Efforts under this task will be focused on continued stakeholder engagement and outreach. Stakeholders include all internal regional stakeholders; the Working Groups of adjacent Regions with interest in implementing the CVFPP to include environmental interests, tribes and any interested parties; and State and federal agencies with ongoing studies, projects and regulatory responsibilities that affect the Region. Activities under this task include:

- Coordinating and conducting regular regional meetings for the purpose of sharing information and updates on relevant flood management topics and the progress of the CVFPP implementation
- Attending Coordinating Committee meetings, CVFPB Workgroup meetings, CVFPB Workshops, CVFPB Levee Inspection Compliance Program, CVFPB Advisory Committee, OMRR&R Meetings, and other RFMP Regional meetings
- Managing the Mid and Upper Sacramento River Region/RFMP Website including updating information regarding the Region, RFMP process, and the CVFPP
- Meetings and presentations to regional stakeholders
- Developing and distributing outreach materials
- Participating in small group meetings with targeted stakeholders
- Participating in coordination meetings with DWR, other resource agencies, and other government entities
- Coordinating with LMAs on issues such as OMRR&R of SPFC facilities, maintaining active PL84-99 status, and inspection protocols
- Continuing engagement with local stakeholders, including landowners and the public in regional flood management activities
- Emailing notifications and list serve management
- Tracking emerging relevant news and funding opportunities
- Relaying information to regional stakeholders via email, the RFMP website, or other means

Task 2 Deliverables:

- *Draft and Final Stakeholder Engagement Plan*
- *Meeting materials, agendas, and notes*
- *Periodic stakeholder outreach emails*
- *Website content*

TASK 3 - RFMP ACTIVITY UPDATES AND PARTICIPATION IN 2022 CVFPP UPDATE

Efforts under this task will be focused on providing a status update on the region's 2014 RFMP as well as providing input on the 2022 CVFPP update. A review of the region's 2014 RFMP will be conducted and status updates will be gathered from the LMAs on actions and accomplishments since the last RFMP. Regional priorities will be updated if necessary. Additionally, as DWR is preparing the 2022 CVFPP and its associated documents, the region will engage with DWR and CVFPB throughout the process to provide input from the region's perspective. Activities under this task will include:

- Meetings and communications with LMAs and stakeholders
- Gathering status updates on the 2014 RFMP project list
- Developing an updated Project List table including updated costs, schedule, project type for 2014 projects, change in status of 2014 projects, new projects, and prioritizations
- Reevaluating regional priorities
- Meetings and coordination with DWR's 2022 CVFPP team
- Reviewing CVFPP technical deliverables
- Reviewing other CVFPP interim deliverables to provide regional perspectives

Task 3 Deliverables:

- *Updated Project List*

- *Summary of changes from 2014 project list to new project list*
- *Summary of progress made in advancing projects since 2014*
- *Updated priorities White Paper*

TASK 4 - FINANCIAL PLANNING AND FUNDING SUPPORT

Efforts under this task are intended to advance the information developed in the original RFMP by utilizing data developed as part of flood risk reduction projects, feasibility studies, and any Proposition 218 election analyses that have been performed since the original data was gathered. Additionally, this task aims to study a more comprehensive, long-term strategy for local funding mechanisms that can be used to finance flood protection initiatives and potentially consolidate local funding programs. Activities under this task will include:

- Analysis to identify the current funding status for flood management activities within the region
- Financial analysis and support to identify and pursue potential State or Federal funding mechanisms
- Financial and technical planning and activities to pursue and secure additional local funding shares including obtaining grant funding for technical studies, project development, and/or implementation (as needed/requested) that will help advance regional implementation projects

Task 4 Deliverables:

- *Updated Regional Financial Plan*
- *Grant applications (if needed/requested)*

TASK 5 - REGIONAL GOVERNANCE

Efforts under this task will be focused on evaluating opportunities for improved governance and developing organizational structure so the Region can effectively engage in flood risk management from a Regional perspective. Activities under this task include:

- Evaluate opportunities for improved governance and explore the viability of establishing new governance framework(s) to improve how local stakeholders can effectively engage in regional flood risk management planning and action implementation.
- Facilitate stakeholder-driven discussion and coordination on maintenance activities, funding, and project development, as well as the exploration of options for greater regional flood management cooperation and governance.

Task 5 Deliverables:

- *Stakeholder meeting summaries*
- *Regional Governance White Paper (summarizing stakeholder engagement and providing recommendations)*

TASK 6 - MULTI-BENEFIT OPPORTUNITIES AND PERFORMANCE TRACKING

Efforts under this task will be focused on facilitating the development and enhancement of multi-benefit projects in the region. To promote multi-benefit opportunities and ecosystem functions, and

to identify multi-benefit features that can be woven into the regions flood protection projects. Activities under this task include:

- Studying multi-benefit opportunities at both a project and a regional scale
- Conceptual planning and recommendations for the identified multi-benefit opportunities

Task 6 Deliverables:

- *Draft and final technical memorandum or report summarizing conceptual planning and recommendations for the identified multi-benefit opportunities.*

TASK 7 - REGIONAL CLIMATE RESILIENCE

Efforts under this task will be focused on conducting or attending workshops with regional stakeholders to gather their stories about climate change, and compile and synthesize stories to identify common themes. The central goal of these workshops will be to engage in discussions around current on-the-ground climate change impacts and perspectives, and how these relate to what the modeling and forecasts tell us about future conditions. Activities under this task include:

- Identifying information needs related to stakeholder understanding of climate change impacts and projections
- Identifying management and restoration actions that can build climate resilience
- Developing a common vision for what climate resilience means

Task 7 Deliverables:

- *Workshop agendas, notes, and materials – posted on website*
- *Draft and final technical memorandum: Climate Resilience Perspectives in the Mid and Upper Sacramento River Region*

TASK 8 - INSTITUTIONAL BARRIERS AND PROCESS IMPROVEMENTS

Efforts under this task will be focused on identifying, assessing, and addressing institutional barriers which hinder both ongoing flood risk management efforts, and future implementation of flood risk reduction actions. Activities under this task include:

- Developing stable institutional structures, coordination protocols, and financial frameworks that enable effective and adaptive integrated flood management
- Developing and advancing long term remediation plans with the goal of restoring and maintaining PL84-99 eligibility for the levee systems within the regions
- Providing non-structural flood risk reduction support, such as improved flood emergency preparedness will be an integral component of the overall regional suite of flood risk reduction measures.

Task 8 Deliverables:

- *Draft and final technical memorandums to address specific process or technical issues*
- *Meeting summaries*

TASK 9 - NFIP-RELATED ACTIVITIES

Efforts under this task will be focused on coordination and support activities associated with FEMA NFIP reform and FEMA re-mapping efforts. Activities under this task include:

- Coordinating and supporting activities associated with FEMA NFIP reform and re-mapping efforts, including supporting Congressional legislations to establish a FEMA flood zone for agriculturally-based communities
- Developing flood hazard maps, including all necessary studies and surveys

Task 9 Deliverables:

- *White Paper summarizing findings and providing recommendations for NFIP related activities*

TASK 10 - REGION-SPECIFIC ACTIVITIES

Efforts under this task will be focused on supporting regional activities to improve water resources objectives related to flood risk reduction, habitat enhancement, sustaining agricultural viability, improving water quality and reliability, or/and increasing recreational opportunities.

Task 10 Deliverables:

- *White paper relevant to Region specific activities*

Task 10.1 Tisdale and Sutter Bypasses Multi-Benefit Projects

Efforts under this sub-task will be focused on providing contractor support for the Tisdale Weir and Bypass Program (Program), addressing emerging flood and ecosystem technical and policy issues in the Tisdale and Sutter Bypasses, and potentially including the upstream Butte Basin. This includes coordination between DWR's ongoing weir rehabilitation and fish passage project at Tisdale Weir and other flood operations and maintenance (O&M), flood system improvements, and habitat enhancement activities being planned and studied by DWR and others for the Tisdale and Sutter Bypasses. It is intended to support DWR by providing engineering and environmental technical assistance and Program-level support activities, including developing and executing strategies to advance DWR's goals in the region.

Task 10.1 Deliverables:

- *Meeting notes*
- *Communication records*
- *Technical work products relevant to Tisdale and Sutter Bypasses Project*

**EXHIBIT B
BUDGET AND COSTS BY TASK**

Regional Flood Management
Reclamation District 108
For
Flood Management Planning for Upper & Mid-Sacramento River Region

Task #	Task Name	Funding Budget
1	Project Administration, Management, and Reporting	\$50,000
2	Communication and Engagement	\$120,000
3	RFMP Activity Updates and Participation in the 2022 CVFPP Update	\$100,000
4	Financial planning and Funding Support	\$70,000
5	Regional Governance	\$41,000
6	Multi-Benefit Opportunities and Performance Tracking	\$120,000
7	Regional Climate Resilience	\$75,000
8	Institutional Barriers and Process Improvements	\$200,000
9	NFIP-Related Activities	\$35,000
10	Region-Specific Activities	\$1,170,000
	TOTAL	\$1,981,000

DRAFT

Exhibit B

Standard Master Service Agreement

AGREEMENT FOR SERVICES

THIS MASTER AGREEMENT FOR SERVICES (“Agreement”) is made and entered into this _____ day of _____ 2020, by and between Reclamation District 108 ("RD 108"), and _____, (“Contractor”) (each a “party” and collectively “the parties”).

RECITALS:

A. RD 108 has determined that it is desirable to retain a contractor for services in support of its regional flood management function; and

B. RD 108 issued a Request for Qualifications to solicit proposals from qualified contractors to provide support services to RD 108.

C. RD 108 evaluated the proposals received and determined the Contractor to be the most qualified to provide support services to RD 108 for regional flood management activities.

D. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

E. RD 108 desires to retain Contractor to perform the proposed services.

AGREEMENT:

RD 108 and Contractor agree as follows:

1. Scope of Services.

A. Contractor shall provide the services as generally described in Exhibit ‘A’ and individual Task Orders, during the term described in Section 2, and for the compensation described in Section 3.

B. Services under this Agreement will be performed on a Task Order basis. Task Orders will be issued by RD 108 as needed. Task Orders will include a detailed scope of services, schedule, budget based on the Contractor’s Rate Schedule provided in Exhibit ‘B’, and any special provisions associated with each specific Task Order.

C. A request for a Task Order does not commit RD 108 to execute a Task Order.

D. Upon execution by both parties, Task Orders shall be considered amendments to this Agreement in accordance with Section 21 below. Except as to scope, schedule, and budget, where the terms of a task order and the terms of this Agreement are in conflict, the terms of this Agreement shall apply.

2. Term of Agreement. Contractor shall begin performance of its services as of the date of execution of this Agreement and shall continue until the project is completed as

agreed or the Agreement is terminated pursuant to the provisions of Section 17, below.

3. Compensation.

A. Contractor shall be paid in accordance with the fee negotiated for each specific Task Order based upon the Contractor's Rate Schedule provided in Exhibit 'B'. Contractor may submit a new Rate Schedule on an annual basis for approval by RD 108.

B. RD 108 shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with Section 21 of this Agreement.

4. Invoice, Payments, Notices. Contractor shall submit monthly invoices for services rendered during the preceding month and expenses incurred. RD 108 shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

All invoices, notices, or other documents concerning this Agreement shall be served as follows:

If to RD 108:

Reclamation District 108
PO Box 50
Grimes, CA 95950

and

rd108@rd108.org

If to Contractor:

Contractor address

5. Independent Contractor.

A. Contractor (including Contractor's employees) is an independent contractor and no relationship of employer-employee exists between the parties. RD 108 is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and as an independent contractor, Contractor indemnifies and holds RD 108 harmless from any and all claims that may be made against RD 108 based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

B. Contractor, in the performance of its obligation hereunder, is subject to the control

or direction of RD 108 as to the designation of tasks to be performed and the results to be accomplished but not as to the means and methods used by Contractor for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.
 - D. As an independent contractor and not an employee of RD 108, Contractor shall have no right to act on behalf of RD 108 as its agent or have the authority to bind RD 108 to any obligation.
6. Authority of Contractor. It is understood that Contractor is to provide services to RD 108. Contractor shall possess no authority with respect to any RD 108 decision. RD 108 is responsible for and shall make all governmental decisions related to work of Contractor and/or RD 108.
7. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this agreement without the prior written consent of RD 108.
8. Indemnification. Subject to California civil code section 2782.8, contractor shall indemnify, defend, and hold harmless RD 108, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by RD 108), injury, or damage caused by the recklessness, negligent acts or omissions, or intentional misconduct of Contractor, its employees, officers, or agents, or any of its firms or subcontractors used in performance of this Agreement.
9. Insurance. Without limiting Contractor's indemnification of RD 108, Contractor shall provide and maintain at its own expense during the term of this Agreement the following insurance coverages and provisions:
- A. Prior to commencement of this Agreement, Contractor shall provide certificates of insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall be attached to the Certificate or certified as issued on the Certificate. All Certificates of Insurance shall be sent to the address noted above. Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to RD 108. All Certificates of Insurance shall provide that RD 108 shall receive thirty (30) days advance written notice of cancellation or major modification before the expiration date.
 - B. Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, Contractor shall require each of its subcontractors

to provide the insurance required herein, or Contractor may name the subcontractors as additional insureds under its own policies.

C. Insurance Required:

- (i) Comprehensive General Liability Insurance or Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than one million dollars (\$1,000,000) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate it must be no less than two million dollars (\$2,000,000). Each type of insurance shall include coverage for premises/operations, products/completed operations, contractual liability, broad form property damage, and personal injury.

For either type of general liability insurance, coverage shall include the following endorsements:

- a. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to RD 108, and members of the Board of Commissioners of RD 108, the officers, agents and employees of RD 108, individually and collectively, as additional insureds. The State, its officers, agents, and employees shall be named as additional insureds.
 - b. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by RD 108, its officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.
 - c. Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be cancelled or changed so as to no longer meet the specified RD 108 insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to RD 108 at the address as specified above.
 - d. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit brought, except with respect to the policy's limits of liability.
- (ii) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.
 - (iii) Workers' Compensation and Employer's Liability Insurance with

statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement. Coverage shall include an endorsement whereby the insurer agrees to waive all rights of subrogation against RD 108, Board of Directors, and officers, officials, employees and volunteers of RD 108 for losses arising from work performed by the Contractor under this Agreement.

- (iv) Professional Errors and Omissions Liability Insurance in the amount not less than one million dollars (\$1,000,000) and written on an occurrence basis. If coverage is written on a claims made basis, such policy shall provide that:
 - a. The policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).
 - b. If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.
 - c. If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years therefrom. If that policy is terminated for any reason during the two-year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

10. Professional Services: The work shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

11. Responsibility of Contractor.

- A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its Contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by RD 108 shall not be deemed to constitute acceptance or waiver by RD 108 of any error or omission

as to such work.

- B. Contractor shall coordinate the activities of all sub-Contractors and is responsible to ensure that all work products are consistent with one another to produce a unified, workable, and acceptable whole functional product.
- C. RD 108 shall promptly notify Contractor of any defect in Contractor's performance.
- D. Contractor understands and agrees that this is a public works contract subject to the requirements of prevailing wage. Contractor agrees to comply with all legal requirements, including certified payroll reporting.

12. Audit. The following audit requirements apply from the effective date of this Agreement until three years after RD 108's final payment:

- A. Contractor shall allow RD 108's authorized representatives' reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to RD 108 or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-Contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.
- B. RD 108 and Contractor shall be subject to the examination and audit of the State Auditor, at the request of RD 108 or as part of any audit of RD 108. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.
- C. The provisions of Section 13 shall survive the expiration or termination of this Agreement.

13. Publication of Documents and Data. Contractor shall not publish or disclose to any third-party documents or data without the prior written consent of RD 108. However, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either RD 108 or Contractor.

14. Interest of Contractor. Contractor covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with the performance of services required to be performed pursuant to this Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

15. Employment Practices. Contractor, by execution of this Agreement, certifies that it

does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

16. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to RD 108 or Contractor at the address indicated in Section 4. In the event of termination:
 - A. Contractor shall immediately cease rendering services pursuant to this Agreement.
 - B. Upon the request of RD 108, Contractor shall deliver to RD 108 copies of all writings, if any, prepared pursuant to this Agreement. The term “writings” shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, photostating, photographing, electronic messages or other documents and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof. All materials provided to RD 108 upon termination become the property of RD 108.
 - C. Contractor shall be paid for any required services satisfactorily completed prior to the date of termination less compensation, if any, to RD 108 for damages suffered as a result of Contractor's failure to comply with the terms of this agreement.
17. Jurisdiction. This agreement shall be administered and interpreted under the laws of the State of California.
18. Conflict with Laws or Regulations/Severability. This agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.
19. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
20. Amendments. Any amendment to this Agreement must be in writing and executed by both parties.
21. Entire Agreement. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in accordance with the terms hereof constitute the entire Agreement and understanding between RD 108 and Contractor as to the subject matter hereof and supersedes all

prior oral and written agreements.

22. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. Any assignment shall be pursuant to written mutual agreement.

23. Construction. This agreement reflects the contributions of both parties and accordingly the provisions of California Civil Code section 1654 shall not apply in interpreting this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

RECLAMATION DISTRICT 108

CONTRACTOR

By: _____

By: _____

Deputy General Manager

Principal

DATED: _____

DATED: _____