

REQUEST FOR PROPOSALS

To Provide

LOW WATER USE LANDSCAPE ASSISTANCE PROGRAM SERVICES

SUBMIT PROPOSALS TO:

SOLANO COUNTY WATER

Attention: Drew Gantner, Supervising Water Resource Specialist
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

SUBMISSIONS DUE: April 22, 2024, by 12:00 pm

ISSUED: February 22, 2023

For additional information, contact Drew Gantner at 707-455-4450 or dgantner@scwa2.com

I. Request for Proposals

The Solano County Water Agency (Agency) has issued a Request for Proposals (RFP) and invites contractors and individuals (Respondent) with qualifications for landscaping services to submit proposals to serve as the contractor for the Solano County Water Agency's Low Water Use Landscape Assistance Program .

The selected Respondent will enter into a contract with the Agency establishing the terms and compensation for the subject services and will report directly to the Supervising Water Resource Specialist.

The RFP does not obligate the Agency to award an Agreement.

II. Introduction

The Agency is a local government agency that was formed in 1951 by an Act of the State Legislature. The Agency is a wholesale water supply agency providing untreated water to cities and agricultural agencies in Solano County from the Federal Solano Project and the North Bay Aqueduct of the State Water Project. Moreover, the Agency performs management actions in flood, stream, groundwater, water conservation, and habitat conservation county-wide.

The Agency's Board of Directors is comprised of 15 members; the seven Mayors and five County Supervisors of Solano County, and three Board members from irrigation/reclamation s that receive water from the Agency.

The Agency requires professional and technical support services to implement a Low Water Use Landscape Assistance Program (Program) for qualifying low-income seniors or residents with disabilities in Solano County. The selected entity must be qualified and have the experience to implement all aspects of the Program as described. Demonstrated experience must include on-site supervision of personnel, knowledge and experience in low water use landscaping practices including but not limited to sheet mulching, drip-irrigation conversion and repairs, planting and basic low water use landscape design methods, while consistently providing the highest standard of personal customer care to the Solano County residents who participate in this Program.

The selected contractor must possess and maintain a valid State of California C 27 Landscape Contractor license or be a registered 501c (3) nonprofit organization.

The contractor must also be responsible for complying with all applicable federal, state, and local laws, rules and regulations affecting such work, specifically including, but not limited to, environmental, labor, prevailing wage laws, procurement and safety laws, and any ordinances for installing landscapes. The program will be implemented throughout SCWA's service area, which includes the following cities: Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo as well as the surrounding unincorporated areas.

The goal of the program is to provide assistance in landscape design, installation, long-term care, and education for Solano County residents who are low-income seniors or residents who have a disability.

The intent of this Request for Proposals (RFP) is to solicit proposals to provide the services of assisting qualified Solano County residents with converting their landscape into a low water use landscape to achieve outdoor water savings at little to no cost to them. Contractors responding to this RFP are asked to

submit proposals to meet the program requirements in the attached Scope of Services, using the Required Proposal Format.

Additional information about the Agency's activities can be found at:

<https://www.scwa2.com/about-us>

III. Nature of Services Required

The qualified Respondent is required to perform and complete the work and provide the services as set forth in Exhibit A of this RFP.

IV. General Proposal Information

1. Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of their proposals.
2. All proposals submitted will become the property of the Agency.
3. Respondent may modify or amend its proposal only if the Agency received the amendment prior to the deadline stated herein for receiving Proposals.
4. A Proposal may be considered non-responsive if conditional, incomplete, or it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.
5. Proposal Validity-Proposals must be valid for a period of at least 120 days from the closing date and time of this solicitation.
6. Pre-Contractual Expenses-The Agency shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Proposal in response to this solicitation; submitting the Proposal to the Agency; negotiating with the Agency on any matter related to the Proposal; and any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.
7. Right to Audit-Following execution of an Agreement and for a period of three (3) years following the completion of services, the Agency will have the right to audit the successful Respondent's (Awardee) invoices and all supporting documentation generated in performance of services under the agreement.
8. Confidentiality-Confidentiality of Proposals is subject to the following:
 - The Agency is subject the Public Records Act, California Government Code Section 6250 et. Seq. As such, all required submittal information is subject to disclosure to the general public.

- Respondent may provide supplemental information exempt from public disclosure under Government Code Section 6254, including “trade secrets” under Evidence Code Section 1060. Such supplemental information shall not be material to the required submittal inform and the Agency shall under no obligation to consider such supplemental information in its evaluation.

9. The Agency reserves the right to:

- Reject any and or all Proposals;
- Select the Proposal most advantageous to the Agency;
- Verify all information submitted in the Proposal;
- Withdraw this solicitation at any time without prior notice and furthermore, makes no representation that any Agreement will be awarded to any Respondent responding to this solicitation;
- Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the Agency may deem to be in its best interests;
- Negotiate the final Agreement with any Respondent(s) as necessary to serve the best interests of the Agency;
- Amend this solicitation;
- Amend the first Agreement to incorporate necessary attachments and exhibits or to reflect negotiations between the Agency and the successful Respondent.

V. Anticipated Schedule

The Agency has made every effort to include sufficient information within this RFP for a Respondent to prepare a responsive and comprehensive proposal. The timing of the proposal process is subject to change, depending on the needs of the Agency, but is anticipated as follows:

	Activity	Date
a)	RFP Issued	February 22, 2024
b)	Last day for Respondent comments/questions	March 25, 2024, 12:00-PM
c)	Proposal Submittal Deadline	April 22, 2024, 12:00-PM
d)	Interviews Scheduled	May 6-8, 2024
e)	Selection of Top Contractor	May 10, 2024
f)	Final Scope & Budget	May 24, 2024
g)	Contract Presented to Board of Directors	June 13, 2024
h)	Kick-off Meeting	TBD

VI. Respondent Questions

Questions regarding any aspects of this solicitation should be submitted via email to dgantner@scwa2.com. If any Respondent has any questions, requests for clarification, or wishes to take any exceptions regarding any part of this solicitation or attachments, the Respondent must notify the Agency no later than **March 25, 2023, by 5:00 pm**, as noted above.

The Agency's responses will be delivered in the form of an addendum to this solicitation and be emailed to those who communicate with the Agency in writing with interest in responding to this RFP.

So that all Respondents will continue to have a fair and equal opportunity in this solicitation, an exception(s) will only be considered to correct errors or if all the Proposals submitted take exactly the same exception(s). The Agency's consideration of any exception shall not, in any way, be construed as the Agency's intent to grant said exception. Exceptions will be evaluated on a case-by-case basis and will be granted only to correct errors in the documentation or when it is deemed to be in the best interest of the Agency.

VII. Proposal Instructions

The proposal should be divided into sections as outlined below:

A. Submittal

1. Respondents shall submit Proposals either by email to: dgantner@scwa2.com, by U.S. mail or by hand delivery to:

Solano County Water
Attention: Drew Ganter, Supervising Water Resource Specialist
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

2. Proposals are due **NO LATER THAN 12:00 PM Pacific Standard Time on April 22, 2024.**

B. Response Requirements

1. The information requested below will be used to evaluate the Respondent's Proposal. Respondents may be deemed non-responsive if they do not respond to all Sections.
2. Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.
3. Respondent's Proposal shall be clear, concise, accurate, and comprehensive. There is a 15-page limit for the Proposal response and any appendix materials will not go towards the page limit. **Excessive or irrelevant materials will not be favorably received.**
4. The Proposals shall be organized in separate sections in the order presented below:
 - a. Executive Summary Letter
 - b. Qualifications, Capabilities, and Experience
 - c. Key Personnel
 - d. Landscape Assistance Program approach
 - e. Proposed Budget and Fee Schedule

a) Executive Summary Letter

This letter shall be a brief formal letter from the Respondent that provides information regarding the Respondents ability to fulfil the requirements of this solicitation. This letter must include the following information: complete legal name (as it would appear in an Agreement), address, contact person, telephone number, and email address. This letter shall identify all materials and enclosures being forwarded in response to the solicitation.

b) Qualifications, Capabilities, and Experience

Respondent shall provide a brief discussion of its qualifications and capabilities to perform work similar in nature to the services requested herein.

The Respondent shall provide a minimum of three (3) references from different clients for engagements performed in the last five (5) years where the services provided were the same or similar nature to the services requested herein. Respondent's Reference Information should include:

- Client's name, contact person, contact person's responsibility and relationship to the project, address and telephone number.
- A description of the type and extent of the services provided by Respondent to the client.
- Names of key personnel on Respondent's team that participated in named projects and their specific responsibilities.

c) Key Personnel

List key personnel who will be responsible for landscape assistance, years of experience, and availability to perform the requested work.

d) Landscape Assistance Program Approach

Describe the plan for providing landscape assistance to individuals who are disabled or qualify as low-income. This would include an overall proposed organizational structure for the effort. Summarize the approach to overall project management, in addition to any partnerships and community involvement.

e) Fee Schedule

1. Last fiscal year, the Agency budgeted approximately \$400,000 for the landscape assistance program.
2. Proposed Fee Structure and Cost: Proposals may include fixed fee, hourly, and hybrid fee structure proposals. More than one structure may be proposed.

3. Landscape Assistance Program Costs: Describe how the firm tracks and manages costs so that the Agency's expenses are efficiently applied.
4. Other Charges: Please list and provide current rates for charges other than those based on time billed for landscaping activities (e.g., facsimiles, copying, research, design, etc.).

The Agency may accept and incorporate the submitted fee schedule as part of the award/agreement process without further negotiation or, alternatively, may use it as the basis for negotiations. Consequently, Respondents are encouraged to provide their best pricing terms.

VIII. Selection Process

Designated staff will review the proposals and consider the following factors to select the most qualified Respondent:

- Respondent Qualifications, Capabilities, and Experience
- Professional Qualifications of Key Personnel
- Respondents Approach to Nursery Management
- Proposed Budget and Fee Schedule

Based on review of the proposals, a short list of Respondents may be selected to participate in an interview / presentation. Short-listed Respondents must be prepared to give their presentation from September 6-7, 2023. The interview / presentation will afford the Respondent an opportunity to present the key personnel assigned to the engagement and discuss their qualifications. The selection panel may ask questions about the Respondent's written Proposal and other issues regarding their proposed Scope of Services. Presentations will be evaluated, and a successful Respondent will be selected for recommendation of contract award. Contract award is subject to the approval of the Agency's Board of Directors.

By submitting responses to this solicitation, respondents understand and agree that the Agency may award a contract to a contractor whose approach exceeds or varies from the requirements listed. The Agency will be the sole judge of which proposal best satisfies the needs of the Agency.

Negotiations regarding agreement terms, conditions, scope of services, and pricing may or may not be conducted with the selected Respondent. Therefore, Proposals submitted should represent the Respondent's most favorable terms and offering, since the selection and award may be made without discussion with any Respondent. If the Agency engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. The Agency may elect to contact another contractor submitting a Proposal. This sequence may continue until an agreement is reached.

EXHIBITS:

- Exhibit A-Scope of Services/Minimum Qualifications
- Exhibit B-Sample Agreement

EXHIBIT A

EXHIBIT A – SCOPE OF SERVICES / MINIMUM REQUIREMENTS

The Board of Directors of the Solano County Water Agency (hereinafter referred to as Agency) shall engage a firm by contract to serve as primary agent responsible for contractor services for the Low Water Use Landscape Assistance Program.

GENERAL EXPECTATIONS

The scope of work should include the following:

1. Pre-Inspection Site Visit:

- Contractor will verify customer eligibility for Program participation: SCWA may accompany Contractor in a pre-inspection site visit to determine feasibility and normal site condition eligibility including:
 - The customer must agree to and sign the Program agreement with SCWA.
 - The customer must meet eligibility requirements of the Program by identifying as having a disability or being a senior citizen (65+ years of age) currently on the PG&E Care billing program for low-income residents.
 - Installation sites will be limited to single-family residences.
 - Program participants must reside in Solano County, SCWA service area.

2. Landscape Requirements:

- Contractor is responsible for all final landscape installations including materials and irrigation to comply with the SCWA Water Efficient Landscape Rebate Program current Terms and Conditions.
- Existing Project Area: All lawn or sod within one contiguous area must be converted, no patches may be left unconverted as turf or may be converted to unqualified materials as mentioned above. Only one landscape site per household is eligible for this Program's assistance (front yard, side yard, and back yards are all considered separate landscape sites).
- Remove all sod/grass areas by hand, sod cutter, or any other mechanical means necessary and properly dispose all debris. Alternatively, Contractor can apply sheet mulching in lieu of removing sod/grass.
- Install Weather Based Irrigation Controller (Smart Controller) with rain or soil moisture sensor.
- Install 5/8 inch drip system with filter, pressure regulator, valve, and 1 GPH Emitters.
- Recommend and install drought-tolerant, non-invasive, climate appropriate plants in accordance with the current Terms and Conditions of the Solano Water Efficient Landscape Rebate Program. Planting will be as follows: Install at minimum one tree and include a sufficient number of plants to ensure at least 50% of the square footage is covered with vegetation at maturity.
- Install biodegradable weed barrier or sheet mulching.
- Install three (3) inches mulch or other acceptable permeable organic material.

3. Installation Services:

- Installation Scheduling: Contractor shall accommodate customer's preference and needs in regards to scheduling and conducting installation work, including pre-installation site visits Monday – Friday, between 8:00 a.m. and 5:00 p.m. Initial site visits are to be scheduled within thirty (30) days and installation services are to be within forty-five (45) days from the customer's application approval for program participation, assuming no extenuating circumstances by the customer. Contractor is to work

with the property owner to work in a safe, courteous, and professional manner; and to clean up, removing all debris and materials from each site at the end of the work day.

4. Normal Site Conditions:

- Prior to performing any work, Contractor shall pre-inspect each site to ensure Normal Site Installation Conditions exist at the site including:
 - Residential home within Solano County service area.
 - Measured total square footage of the project area is between **three hundred (300)** and **two thousand (2000)** square feet.
 - Outdoor irrigation is in moderate to good working order and can be converted to drip irrigation without major repair to main line or new installation of outdoor irrigation system.
 - The existing landscape to be replaced is identifiable as being lawn or sod within the past five (5) years.

5. Abnormal Site Conditions:

- Sites not meeting the “Normal Site Conditions” may not be eligible for the program. Contractor shall inform SCWA of the condition(s) that do not meet Normal Site Conditions within 7 days of inspection.
- Any repairs necessary to make the site meet the Normal Site Condition criteria are NOT part of this project scope of work and are, therefore, NOT reimbursable by SCWA.

6. Warranty:

- Contractor to warranty all labor and plants used in the landscape installation and guarantee the life of all planting installations for one month, and all drip system installations are leak free and functioning correctly for a one-year period from the installation date.

7. Professional Attire:

- Contractor staff will display identification badges at all times while working on SCWA approved projects. Identification badges must be worn on the outermost garment and be prominently displayed. In addition to identification badges, Contractor staff may also wear shirts with Contractor logo.

8. Safety:

- Contractor staff to wear CAL/OSHA compliant safety clothing and necessary personal protective equipment while providing all installation services.

9. Recycling/ Disposal:

- Contractor shall provide recycling/disposal services for all removed material and accessories including collection, dismantling, hauling, and recycling or disposal.

10. Post-Installation Follow Up:

- Contractor will schedule appropriate follow up appointments for each installation which will consists of the following:
 - 2-4 week follow up appointment or phone call.

- 3-4 month follow up appointment or phone call regarding seasonal maintenance and watering schedule.

11. Installation inspections:

- SCWA reserves the right to conduct its own inspections of the project sites. Any irregularities noticed during the installation review, or inaccurate or partially completed information on the application or report, will result in the processing of Contractor's invoices to be held in abeyance until the irregularity is remedied by Contractor to SCWA's satisfaction.

MINIMUM QUALIFICATIONS

1. All Respondents must possess and maintain a valid State of California C 27 Landscape Contractor license or be a registered 501c (3) nonprofit organization.
2. All Respondents must have experience installing low-water landscaping.
3. All Respondents must have the necessary staff to fulfill the requirements of this RFP.

EXHIBIT B

Name of Project:

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES (*Professional Services/Contractor*)

THIS AGREEMENT, **effective July 14, 2023**, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and Ryan Byrnes, hereinafter referred to as "Contractor."

The Agency requires services for **Sackett Ranch Caretaker**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for _____, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B _____ for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into a spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **July 13, 2026**, as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** (*Note: include only if permits are required*)

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.

8. **INSURANCE**

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - 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 with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not

waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations, and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. (*Note: list any subcontractors here*)

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

CONTRACTOR

Chris Lee, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency
a Public Agency

By: _____

By: _____

Chris Lee,
General Manager

FOR SCWA USE ONLY

Contract Period: _____ to _____

File Number: _____

Account Manager: _____

G/L Account #: _____

Job Cost #: _____

Contract Type: _____

EXHIBIT A

SCOPE OF SERVICES

The Solano County Water Agency requires general caretaker duties at its Sackett Ranch property in Winters, California.

Scope of Work

Deliverables

EXHIBIT B

RATE OF COMPENSATION