

Staff Report

for Regular Meeting of the Board of Directors, May 22, 2019

TO: Board of Director Members

FROM: Greg Jones, M.B.A., Assistant General Manager ^{GJ}

DATE: 5/15/2019

SUBJECT: Request for Proposals (RFP) for the Public Outreach Process Design Services for the Raw Water Master Plan Update (FATR # 1041)

ADMINISTRATION

RECOMMENDED ACTION:

Approve the Request for Proposals (RFP) for the Public Outreach Process Design Services for the Raw Water Master Plan Update as developed in the WHO Committee and recommended for Board approval, and authorize the General Manager to execute the necessary documents.

BACKGROUND:

NID is currently in the process of updating the Raw Water Master Plan (RWMP Update).

On April 25, 2018, the Board approved a robust and all-inclusive public outreach-based RWMP Update process and staff began to develop a process and project team. On September 6, 2018, the Board approved the awards of consulting contracts to both the Kolbe Team for facilitation and community outreach services and to HDR for technical support for the RWMP Update. On January 23, 2019, the Board rejected the original public outreach process, and cancelled the Kolbe Team contract. At the WHO Committee on February 5, 2019, members discussed opportunities and challenges in creating a stakeholder group tasked with developing a community public outreach process for the RWMP Update, and requested to hear from experts in public outreach.

On March 12, 2019, two public outreach experts, Melissa Elliot from Raftellis and Patsy Tennison from Katz and Associates presented and discussed with the Committee public outreach options, experiences, and issues. The WHO Committee decided to move forward with hiring a public outreach professional to design the public outreach process for the RWMP Update. Staff was directed

to develop a draft Request for Proposals (RFP) for the public outreach process design. The WHO Committee provided the initial scope assumptions of ten facilitated public meetings, inclusion of a third-party blue ribbon panel for technical review, and eight months for the public meetings. This assumed effort is estimated to cost \$300,000, based on input from the two public outreach experts to deliver well-planned, executed, and productive meetings. However, each process design proposer will present their own recommendations for number of meetings, schedule, and budget.

At the April and May WHO Committee meetings, a process and approach was developed to hire a consultant to design the modified public outreach process for the RWMP Update. This is a two-part process. Once the process is designed and approved by the Board by the first consultant, a request for proposals for public outreach implementation services will be developed and released to hire a consultant under a second contract to conduct the public outreach process as designed for the RWMP Update.

A draft public outreach process design RFP including project background, expected outcomes and deliverables, qualification requirements, and proposal details was developed and discussed at the WHO Committee meetings. Comments from the public were provided verbally at the meetings and in writing. The WHO Committee discussed the comments and many of the comments were incorporated into the final recommended RFP as attached. Also attached are the written comments provided by the Foothills Water Network, in cooperation with the South Yuba River Citizens League.

This item supports Goal #3 of the District's Strategic Plan to develop and manage the District's resources in a self-determining manner to protect and provide for local control of our community's most valuable assets – a fairly priced and available water supply.

BUDGETARY IMPACT:

Account 10151-52603 had encumbrances of \$714,274 for the original RWMP public outreach process in 2019. These funds have been returned to this account and are available under FATR #1041. Staff anticipates this work to be approximately \$20,000. However, we will not know until the bids are submitted.

ATTACHEMENT:

- Recommended Public Outreach Process Design RFP



**REQUEST FOR PROPOSALS FOR
PUBLIC OUTREACH PROCESS DESIGN
SERVICES FOR THE RAW WATER MASTER
PLAN UPDATE (FATR #1041)**

May 22, 2019

**NEVADA IRRIGATION DISTRICT
1036 WEST MAIN STREET
GRASS VALLEY, CA 95045
WWW.NIDWATER.COM**

REQUEST FOR PROPOSALS

for the

Public Outreach Process Design Services for the Raw Water Master Plan Update

This is a Request for Proposals to design a public outreach process for the Nevada Irrigation District (NID) Raw Water Master Plan Update.

NID envisions the public outreach process designed in this contract to include stakeholder outreach and consultation, as well as an independent third-party review of the technical analysis.

1. Background

The Nevada Irrigation District is updating its Raw Water Master Plan (RWMP or Update). The RWMP projects demands and available water supplies in multiple hydrologic scenarios and develops alternative water resource strategies to meet the needs of the District's service area and customers for the next fifty years. The Update includes the following main efforts:

1. Establish a public outreach process.
2. Project future water demands and water supply.
3. Develop alternative integrated water resource strategies to balance supplies and demands.
4. Select integrated water resource strategies to provide general policy guidance.
5. Finalize the RWMP Update to reflect alternative water resource strategy development and recommendations.

Note: Individual projects that support the selected water resource strategies will be implemented separately through the CEQA process.

NID seeks to implement a public outreach process to support the Update. This is the second effort to design a public outreach process for this project. The first effort contracted with a facilitator to provide process design, facilitation, and public outreach efforts. The Board of Directors canceled the contract citing costs and schedule issues. You are encouraged to review the process and materials to date from the previous effort on Planforwater.org.

NID currently envisions a less intensive and time-consuming effort for the public outreach process than the initial process, but requires the inclusion of

stakeholder outreach and consultation, as well as an independent third-party review of the technical analysis.

2. Scope of Work

This procurement effort will result in a contract with a consultant to design the public outreach process for the RWMP Update. The consultant is expected to work with NID Board of Directors, the NID Water and Hydroelectric (WHO) Committee, the community (including but not limited to customers, local and regional government, and interest groups in Placer and Nevada Counties), and NID staff to develop and recommend a public outreach process design for the RWMP Update.

NID envisions a process design effort comprised of the following four main tasks as identified below. The proposer should review these tasks and consider revisions and/or modifications based on their expertise and experience. Proposal content instructions are provided in Section 4 Proposal Contents and Agreement Type.

Task 1: Project Management

Provide standard project management and other supporting efforts throughout the process design effort. The consultant is expected to conduct and participate in project team meetings, general update reports, and other efforts as necessary to meet the public outreach process design objectives.

Task 2: Process Design Criteria

Conduct a workshop with the Board of Directors and get direction from the Board of Directors on the following parameters used to design the public outreach process:

1. Extent of issues to be considered in the public outreach process.
2. Decision making process and responsibilities.
3. NID Board core values for the process.

Task 3: Community Research

Conduct effective outreach and discussions as necessary with NID, local government representatives, the community, and stakeholders to learn about the community, NID, and other efforts to support the recommended design.

Task 4: Recommended Process Design

Develop a recommended public outreach process based on the design criteria, available budget, schedule, and informed by community and stakeholder interests. The Board is budgeting \$300,000 and up to eight months of public meetings for the public outreach process portion of the RWMP Update. The budget includes facilitation, third-party technical data review, and all other expenses for the public outreach process. Consultant to present recommended public outreach design process at the WHO and

Board level as necessary to achieve Board approval.

3. Project Schedule

The public outreach process design is anticipated to take no more than four months to complete. The consultant shall provide a schedule and timing of activities as part of this submittal.

4. Proposal Contents and Agreement Type

The proposal should consist of five sections as listed below plus a cover letter that introduces the proposed firm and team members and summarizes project understanding and recommendations.

1. **Process Approach.** Review the proposed conceptual process tasks. Identify proposed modifications, changes, or other lessons learned from your experience that would improve the process and approach. Present a proposed scope of work for the project. Provide clear assumptions for each task to develop the proposed cost of professional services.
2. **Project Experience.** Provide descriptions of at least four recent or current public outreach process design projects by the lead consultant, including a client reference with phone number and email contact information. Processes that have involved water resource management and watersheds are desirable. Provide at least two relevant project descriptions and client references for other team members.
3. **Project Team Resumes.** Provide resumes for all proposed project team members, emphasizing watershed and community experience. Provide a statement of availability for the next six months.
4. **Cost of Professional Services.** Provide a proposed cost for the project by tasks and by team members based on the scope of work developed in Proposal Section 2. Provide billing rate schedule for 2019. Submit proposed cost in a separate envelope as described below in Section 6 General Information.

The standard professional services agreement is also included with these documents for information purposes. The consultant must submit requested revisions to the agreement with this proposal. Please return the entire proposal form and agreement with the other information requested.

5. Evaluation Criteria

ITEM	CRITERIA	TOTAL PERCENT
1	Process Approach	40%
2	Project Experience	25%
3	Project Team Resumes	25%
4	Cost of Professional Services	10%
	Total	100%

Each proposal will be evaluated based on the requested contents listed above in Section 3 Proposal Content and Agreement Type. The following table lists the score weighting for each section.

General Information

- A. The Nevada Irrigation District invites firms to submit six (6) original proposals, which will be received by the NID at the Assistant General Manager’s Office, Nevada Irrigation District, 1036 W. Main Street, Grass Valley, CA 95945-5424 by 5:00 p.m. on Friday, June 22, 2019. The envelope containing the proposals must be sealed and must show the firm’s name and address along with the title of the project: Facilitator Services for the Raw Water Master Plan Update. (# 1041).
- B. There will be a 2-hour non-mandatory meeting for the potential proposers to ask questions concerning the proposal on June 5, 2019 at 10:00 AM in the District’s Board Room, 1036 W. Main Street, Grass Valley, CA 95945.
- C. NID may consider non-responsive any proposals not prepared and submitted in accordance with the provision hereof and may waive any formalities or reject any/or all proposals. Any proposal received after the date and time specified above shall not be considered. There will not be a formal public opening of the proposals.
- D. Proposals must be submitted in a sealed envelope as described above. The proposal must clearly describe the scope and deliverables.

Proposer's shall comply with all instructions and provide all information requested. Failure to do so may disqualify the proposal.

- E. The proposer's cost of services and 2019 rate sheet must be submitted in a separate sealed envelope, included with the proposal package and with the firm's name and address along with the following title: *Project Costs: Raw Water Master Plan Update- Public Process Design Services (FATR#)*. A breakdown of where the costs are directed must be included with the project cost.
- F. The proposal should not exceed 10 pages, excluding the resumes and transmittal letter.
- G. Proposals must be divided to correspond with the evaluation criteria outlined in this RFP.
- H. An authorized officer of the proposing firm authorized to contract work for the firm must sign proposals. Proposals may be withdrawn by written notice at any time prior to bid due date.
- I. No interpretations of the meaning of the Request for Proposal or other proposal documents will be made orally. Each request for such interpretations should be made in writing and addressed to Greg Jones, Assistant General Manager, 1036 W. Main Street, Grass Valley, CA 95945.
- J. To be considered, any requests for additional information must be received at least five (5) working days prior to the date fixed for the receipt for the proposals.
- K. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Request for Proposals, which if issued shall become part of the Request for Proposals.
- L. During proposal evaluation, proposal questions and scope discussions may occur with firms who submit proposals determined to be reasonably susceptible of being selected for award. However, proposals may be accepted without discussion.
- M. After receipt of the proposals, the proposals will be reviewed and evaluated in accordance with the rating criteria listed in this proposal form.
- N. If awarded, the contract will be awarded to the proposal that, in the District's sole judgment, best meets the basis of selection.
- O. The preparation of a proposal is voluntary at the sole election of the respondent. No compensation shall be due or payable for the cost of preparing a proposal, whether selected by the District or not.
- P. Following completion of acceptable price negotiations, the successful consultant shall execute and submit the agreement to the NID. Upon receipt of the agreement, a memo of recommendation including the rating summary will be forwarded for consideration. Award and approval of the Agreement is subject to final approval by NID per District policy.

7. NID Consulting Agreement



NEVADA IRRIGATION DISTRICT

(Est. 1921)

CONSULTING SERVICES AGREEMENT

Project Name (FATR #)

This AGREEMENT, made and entered into this ____ day of _____, by and between NEVADA IRRIGATION DISTRICT, hereinafter referred to as the "DISTRICT", whose address is 1036 W. Main Street, Grass Valley CA 95945, and **CONSULTANT'S NAME**, hereinafter referred to as the "CONSULTANT", whose address is **CONSULTANT'S address**. DISTRICT and CONSULTANT may also be referred to each as a "Party" or collectively as "Parties."

WITNESSETH

WHEREAS the DISTRICT requires consulting services for **[insert the type of work such as design, engineering, surveying, environmental studies]** relating to the **[Project name (FATR#)]** (the "Project"); and

WHEREAS CONSULTANT has the necessary experience to assist DISTRICT by providing **[insert type of work such as civil engineering, planning, scientific and/or environmental services]** as outlined in the scope of work for the Project; and

WHEREAS the CONSULTANT, on **Date**, submitted to DISTRICT a proposal to provide such consulting services (the "Proposal") **[remove if not needed]**; and

WHEREAS CONSULTANT's proposal provides detailed information on the general approach to be followed by the CONSULTANT, including the scope of work, personnel to be assigned to the work, sub-consultants, a budget, and a schedule **[remove if not needed]**; and

WHEREAS the CONSULTANT will insure that the personnel assigned to the Project will **[be duly licensed as _____ (if licensing is required) and will]** possess the necessary expertise, experience and qualifications to qualify as experts in the field as a **[insert profession, such as registered Professional Engineers in the State of California, Professional Land Surveyor, environmental scientist, planning services, security services, or financial advisor]**.

WHEREAS, DISTRICT wishes to engage the services of CONSULTANT in accordance with the Proposal.

NOW, THEREFORE, the DISTRICT and the CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE I - CONSULTANT'S SERVICES: The CONSULTANT shall perform services requested by the DISTRICT as directed by a written TASK ORDER from the DISTRICT, an example of which is attached hereto as EXHIBIT A and incorporated herein by this reference. Each TASK ORDER shall outline the scope of services to be performed, state the time within which the work is to be completed, delineate any special conditions, state the fee or the method of determining the fee, state the time of payment of the fee, delineate any special conditions, state the fee or the method of determining the fee and authorize the CONSULTANT to proceed, and be executed by an authorized representative of CONSULTANT. Subsequent TASK ORDERS may be executed after the date of this agreement as amendments. Once approved, executed, and upon written acceptance

by CONSULTANT of TASK ORDERS from the DISTRICT said TASK ORDER shall constitute an authorization to CONSULTANT to proceed in accordance with its terms.

ARTICLE II - CONSULTANT'S FEE: For services performed under a TASK ORDER, the CONSULTANT shall be compensated on a time-and-material basis with a not-to-exceed limit, or on a fixed-fee basis, as delineated in the TASK ORDER.

All work performed on a time-and-material cost basis will be reimbursed in accordance with the compensation schedule set forth in EXHIBIT B attached hereto and incorporated herein by this reference. CONSULTANT will provide accurate time sheets and submit those time sheets with each pay request to the DISTRICT.

Compensation shown on EXHIBIT B will remain in effect until at least **Date**. After that date, if a change in hourly charges occurs, the CONSULTANT will file with the DISTRICT the updated charges for DISTRICT approval. CONSULTANT shall provide not less than thirty (30) days advance notice of the effective date of such changes. Any changes to be applied to outstanding time and material TASK ORDERS shall not be effective unless approved by DISTRICT. The DISTRICT shall not unreasonably withhold or delay approval of reasonable changes. Changes in hourly charges shall not apply to fixed fee TASK ORDERS. Nothing in this Paragraph shall limit DISTRICT's rights to terminate this AGREEMENT without cause under ARTICLE V. Notwithstanding the foregoing, changes in the compensation schedule shown in EXHIBIT B will not be made more frequently than annually.

If the TASK ORDER carries a not-to-exceed limit, that limit shall not be exceeded without prior approval of the DISTRICT. The CONSULTANT shall not undertake assignments, either directly or indirectly, from DISTRICT if CONSULTANT believes such assignment represents work outside the scope of work contained in the approved TASK ORDER without first notifying DISTRICT in writing of such beliefs, and without receiving written authorization to proceed with such out-of-scope work. CONSULTANT shall, if requested by DISTRICT, provide personnel to appear before DISTRICT's governing body and/or a committee thereof regarding any claims of additional compensation, or a claimed exceedance of the not-to-exceed amount. Such appearance(s) and preparation therefore shall not be claimed as additional work or work outside the scope of assigned tasks.

ARTICLE III - PAYMENT FOR SERVICES: For services performed under a time-and-material, or a fixed-fee basis, the CONSULTANT will invoice the DISTRICT on a monthly basis. Invoices for payments covered by time-and-material not-to-exceed TASK ORDERS shall include, along with the current billing amount, the total amount billed previously, and the amount remaining on the not-to-exceed amount. Payments covering fixed fee TASK ORDERS will be based on percent complete of the TASK ORDERS.

Payment to the CONSULTANT is due and payable upon submission of each invoice. If payment is not made within 21 calendar days after the date of the invoice is received and accepted by the DISTRICT, interest on the unpaid balance thereof will accrue, from the last day of the month in which payment was due, at the rate of 6 percent per annum and become due and payable at the time said delayed payments are made by the DISTRICT. If the DISTRICT fails to pay the CONSULTANT in full within 60 days from receipt of an invoice, the CONSULTANT may suspend its performance of the services until all outstanding invoices have been paid in full by the DISTRICT.

ARTICLE IV - COMPLETION OF SERVICES: The CONSULTANT agrees that CONSULTANT will do all work within the time required of CONSULTANT as set forth in each TASK ORDER, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control. Delays caused

by actions or inactions of CONSULTANT's employees, or sub-consultants or suppliers to CONSULTANT shall not, in and of themselves, be considered factors outside the control of CONSULTANT.

ARTICLE V - TERMINATION OF AGREEMENT: The DISTRICT may terminate this AGREEMENT without cause by giving 15-days' written notice to CONSULTANT provided, however; the CONSULTANT shall be compensated for all work done to the date of the termination, computed on a time-and-material cost basis beginning from the last paid invoice. Nothing herein shall deprive DISTRICT of its right to set off its damages against amounts claimed by CONSULTANT in the event of termination for cause.

All work accomplished prior to termination shall be the property of, and be given to, the DISTRICT. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of the applicable requirements of this AGREEMENT, including provision of all deliverables, whether draft or final, in electronic and paper form, required under the Agreement. Final payment can be withheld until all deliverables are provided.

ARTICLE VI - CONSULTANT'S RESPONSIBILITY AND STANDARD OF CARE: The CONSULTANT agrees that CONSULTANT's services shall be performed to the standard of an expert in the field for which CONSULTANT was retained. Notwithstanding the foregoing, the parties agree that estimated construction costs furnished by the CONSULTANT are estimates only, and the CONSULTANT is not retained to provide a guaranteed cost of construction and is not responsible for fluctuations in cost factors.

CONSULTANT shall at all times employ qualified, experienced, employees and sub-consultants in the performance of this AGREEMENT. CONSULTANT will be responsible for compliance with all applicable laws, rules and regulations governing the employment of personnel engaged by CONSULTANT, including personnel employed by any of CONSULTANT's sub-consultants, including without limitation the payment of prevailing wages on public works projects, if applicable. Nothing herein shall restrict CONSULTANT from contesting the determination of the State of California regarding the applicability of such laws.

ARTICLE VII - EXPERT TESTIMONY: It is agreed that, in the event of any legal or other controversy where the DISTRICT requests the services of the CONSULTANT in providing expert testimony in connection with this project, except to the extent such suits or claims by third parties against the DISTRICT arise out of errors or omissions of the CONSULTANT, the DISTRICT shall pay the CONSULTANT for expert witness services and testimony rendered in regard to such legal or other controversy, including costs of preparation for the controversy, on a time-and-material basis in addition to other sums of money payable under this AGREEMENT.

ARTICLE VIII - CONFIDENTIALITY: All deliverables, whether in electronic or other form, and other written and electronic work or related material provided by CONSULTANT that is required by the DISTRICT to interpret and fully use such deliverables shall be considered the unrestricted property of the DISTRICT. No deliverables or other material provided by CONSULTANT shall be considered confidential absent the prior approval of the General Manager. If either party discloses information that has been agreed to be kept confidential, and such information is clearly identified in writing as proprietary or confidential, the party receiving such information shall keep it in confidence and shall not furnish or otherwise disclose it to any third party during or after completion of the services. No information shall be designated as confidential, and neither party shall be obligated to maintain the confidentiality of such information, if:

- i. The information is independently developed by the receiving party without the utilization of the confidential or proprietary information;
- ii. The information is or becomes public knowledge without the fault of the receiving party;
- iii. The information is or becomes available to the receiving party from another source without any legal obligation to protect such information; or
- iv. The information is considered a public record under the California Public Records Act or is otherwise disclosed pursuant to a governmental or legal requirement.

ARTICLE IX – INDEPENDENT CONTRACTOR: CONSULTANT enters into this AGREEMENT as an independent contractor and not as a DISTRICT employee. Nothing in this AGREEMENT shall be inconsistent with this relationship or status.

ARTICLE X – INDEMNIFICATION AND DEFENSE: CONSULTANT shall indemnify and hold District harmless against claims, liability, or loss for injury or death to person, destruction or damage to or loss of use or diminution in value of property, injury to the environment, economic loss, or fines or penalties, and for associated legal costs, fees, and expenses including attorney and consultant fees, arising out of or relating to CONSULTANT's services (Claims). This duty to indemnify shall not extend to Claims to the extent caused by the willful misconduct or active negligence of District. In such case, the obligation to indemnify shall be reduced proportionately by the percentage to which District's willful misconduct or active negligence caused, or contributed to the cause of, the Claim. This duty to indemnify shall extend to Claims by any employee of CONSULTANT or its subcontractors or suppliers.

In addition to and separate from its duty to indemnify, CONSULTANT shall defend District against suits, actions, or proceedings founded upon Claims. This duty to defend arises upon the commencement of the suit, action, or proceeding founded upon Claims and exists irrespective of any obligation of CONSULTANT to indemnify.

CONSULTANT's duties to indemnify and defend are not limited in scope or amount to insurance required by this Agreement.

CONSULTANT's duties to indemnify and defend shall survive the completion of the CONSULTANT's work.

ARTICLE XI – INSURANCE: CONSULTANT shall procure and maintain the insurance coverage as set forth in EXHIBIT C, attached herewith, and CONSULTANT shall provide a Certificate of Insurance to DISTRICT within 14 days of execution of this Agreement, naming DISTRICT as Additional Insured, for the term of this Agreement.

ARTICLE XII - ADDITIONAL PROVISIONS: Any and all alterations, modifications, changes, or additions to the terms and provisions of this AGREEMENT that may affect the liability, duties, or responsibilities of either Party hereto is not valid and shall not be effective without first receiving written consent to such change, alteration, modification, or addition from the other Party.

ARTICLE XIII – PROPRIETARY DATA: All information, data, or systems ("work") will be provided such that they will stand alone, such that the work does not require purchase of other information, programs, or systems necessary for the unrestricted use of the work to meet the needs of the DISTRICT. CONSULTANT shall advise DISTRICT in advance of undertaking any work if any proprietary system is to be used by CONSULTANT. If such notice is not given, the system, programs,

or method used by the CONSULTANT shall not be deemed proprietary. If a propriety system is used, a minimum of one copy of the information or program will be provided with the contract unless DISTRICT already has the system or more than one copy is provide with the contract.

ARTICLE XIV – MARK UP AND REIMBURSEMENTS: If a markup is to be applied to reimbursements and overhead as part of CONSULTANT’s proposal, CONSULTANT will be compensated for such reimbursement and overhead markup applied to direct or indirect expenses as shown below:

(a) DISTRICT will pay a maximum of 5-percent markup, including markup applied to any contract for sub-contractors, or unless a lower markup is specified in the proposal. This 5- percent is not cumulative in that the DISTRICT will not pay markup on mark up. Bids/proposals shall provide these costs in the bid/proposal provided to the DISTRICT. If such costs are not included at that time, they shall not be charged during the course of the work.

(b) DISTRICT will not pay CONSULTANT for out of pocket expenses such as local travel, mileage, car rental, meals, phone calls, data management, and other overhead incidentals unless specifically accepted as part of the proposal costs]. DISTRICT will pay for reproducing of documents, copying costs, postage, and courier delivery (requested by DISTRICT) at the rate and quantity described in the Proposal, or reimbursed for the actual out-of-pocket expenses, without mark-up, if not included in the Proposal.

(c) The DISTRICT will not pay for any equipment or equipment rental needed to complete the work such as GPS units, survey equipment, and computers.

(d) Products purchased or provided by the CONSULTANT at the DISTRICT’s request such as software, hardware and supplies will be billed at cost plus applicable shipping, handling, and taxes, without markup.

ARTICLE XV – NOTICES: Any notice required to be given by one Party to the other Party shall be sufficient if given in writing, mailed via registered or certified mail, postage prepaid, addressed as respectively indicated, or at such other place as the applicable party may from time to time designate by written notice. Notice shall be deemed given upon deposit in the US Mail.

A. To the CONSULTANT addressed to:

B. To the DISTRICT addressed to:

Consultant Contact
Consultant Company Name (if any)
Consultant’s Address

Remleh Scherzinger, P.E., General Manager
Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945-5424

ARTICLE XVI - SUCCESSORS AND ASSIGNS: CONSULTANT agrees and understands that DISTRICT is retaining the services of CONSULTANT based on the unique experience and expertise of CONSULTANT and the professional experience and expertise of the personnel, including sub-consultants, who CONSULTANT has advised DISTRICT will be assigned to the Project. CONSULTANT has studied the project as part of its proposal and commits that it has the staff and resources to complete the Project. Therefore, CONSULTANT shall not assign its interest in this AGREEMENT, nor voluntarily change, reassign, or redeploy those key personnel and sub-consultants assigned to the Project, without the express, prior approval of DISTRICT, which approval shall be within the DISTRICT’s sole and unlimited discretion. Subject to such rights of the DISTRICT and the limitations on assignment by CONSULTANT, this AGREEMENT shall be binding

upon the heirs, successors, executors, administrators, and assigns of DISTRICT and CONSULTANT. No assignment by CONSULTANT shall relieve CONSULTANT of its obligations hereunder without the express, written release, of DISTRICT.

ARTICLE XVII – MERGER: This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement representation, warranty, or agreement of the other party except for those expressly contained in this Agreement.

ARTICLE XVIII – AMENDMENT: The Parties may not amend this Agreement, except by written agreement of the parties.

ARTICLE XIX - QUALITY ASSURANCE: All materials, including documents, drawings, and maps prepared by CONSULTANT shall be of the highest professional quality and standard. CONSULTANT shall proofread all documents to be delivered to DISTRICT, and shall ensure, without limitation, that such materials are free of spelling, grammar, punctuation, and syntax errors. If CONSULTANT fails to deliver error-free materials, DISTRICT reserves the right to identify revisions and require the CONSULTANT to revise and resubmit the document to the DISTRICT for further review. None of the costs for corrections or resubmittal, such as labor and printing, shall be charged to the DISTRICT.

ARTICLE XX – HANDLING OF PROJECT RELATED INFORMATION: CONSULTANT and its subcontractors or employees shall not promote, distribute, or present materials or information concerning this project without the expressed permission of the General Manager or his assigns. Requests for information on this project shall be approved by the DISTRICT prior to release.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT, on the respective dates indicated below.

CONSULTANT:

DISTRICT:

By _____
Representative, Title

By _____
Manager, Title
Nevada Irrigation District

Date _____

Date _____

*CONSULTANT shall attach a Resolution authorizing an individual to execute agreements on behalf of a corporation. CONSULTANT shall also attach a current IRS Form W-9 providing an Employer Identification Number (EIN) and/or Social Security Number (SSN) if sole proprietor.

EXHIBIT A

CONSULTING SERVICES

Project Name (FATR #)

TASK ORDER NO. _____

The DISTRICT hereby requests and authorizes the CONSULTANT to perform the following services:

SCOPE OF SERVICES:

TIME FOR COMPLETION:

SPECIAL CONDITIONS:

DELIVERABLES:

FEE FOR SERVICE AND METHOD FOR DETERMINING FEE:

Time and materials per attached Schedule of Billing Rates (EXHIBIT B) not to exceed amounts set forth in CONSULTANT's proposal described under scope of services, in the amount of \$ _____.

Services covered by this task order shall be performed, and payment for such services shall be made, all in accordance with that AGREEMENT between DISTRICT and CONSULTANT dated _____.

CONSULTANT:

DISTRICT:

By _____
Representative, Title

By _____
Manager, Title
Nevada Irrigation District

Date _____

Date _____

EXHIBIT B

CONSULTING SERVICES

Project Name (FATR #)

COMPENSATION SCHEDULE

[Insert information provided by Consultant.]

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability Insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1.	General Liability: <i>Including operations, products and completed operations.</i>	\$1,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2.	Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage.
3.	Employer's Liability	\$1,000,000	Per accident for bodily injury or disease.
4.	Errors & Omissions Liability:	\$1,000,000	Per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers, or (b) the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

EXHIBIT C

1. The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return-receipt requested, has been given to the District.

If Errors and Omissions coverage is written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the District for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Verification of Coverage

Consultant shall furnish the District with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer may acquire by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the District for all work performed by the Consultant, its agents, employees, independent contractors and subcontractors.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other(see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.