



**REQUEST FOR PROPOSALS
FOR A
WATER CONSERVATION/RECYCLING IMPLEMENTATION PLAN**

**PRE- PROPOSAL MEETING:
10 AM - AUGUST 1, 2008**

**SUBMITTALS DUE:
AUGUST 15, 2008**

RETURN TO:
Bay Area Water Supply & Conservation Agency
Attention: Nicole M. Sandkulla, Senior Water Resources Engineer
155 Bovet Road, Suite 302
San Mateo, CA 94402
(650) 349-3000

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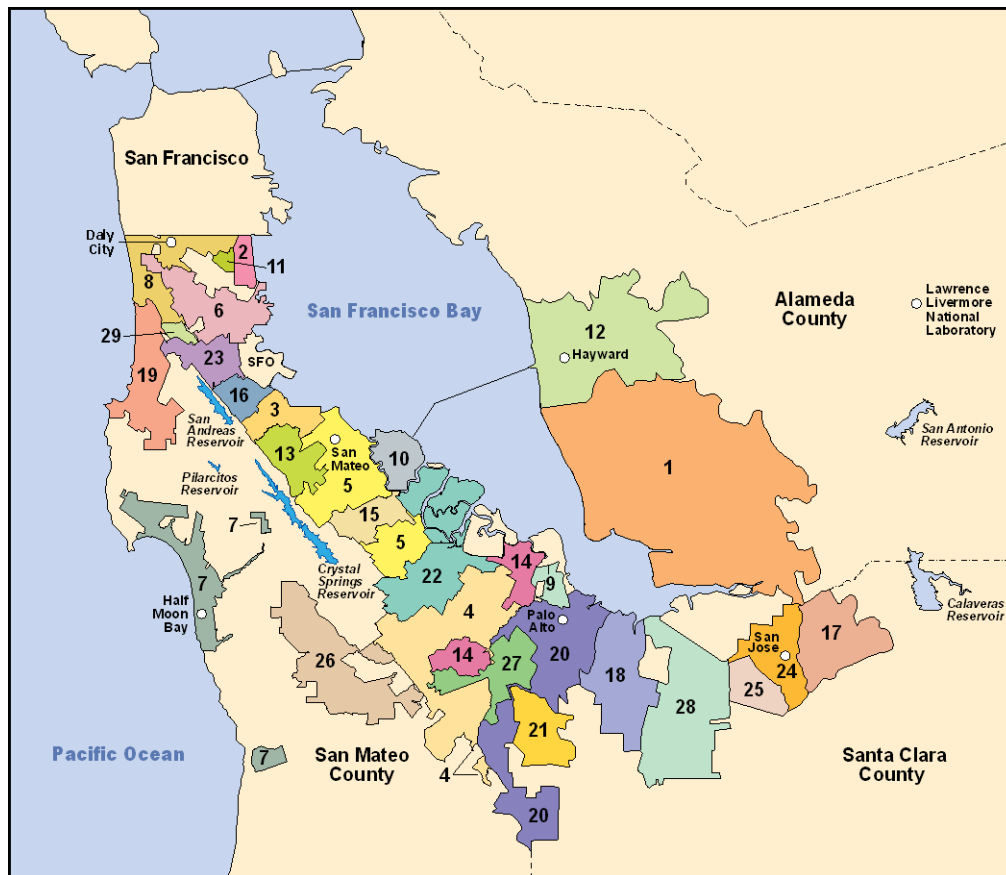
NOTE: IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE
THIS "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY

PRIOR TO SUBMITTING A PROPOSAL

1. INTRODUCTION

The Bay Area Water Supply & Conservation Agency (hereinafter referred to as “BAWSCA”) is soliciting firms to submit proposals for a Water Conservation/Recycling Implementation Plan. The Plan is to be completed by **end of June 2009**.

BAWSCA represents the interests of 25 cities and water districts, and two private utilities, in Alameda, Santa Clara and San Mateo counties that purchase water on a wholesale basis from the San Francisco Regional Water System.



- | | | |
|-----------------------------------|--------------------------------------|------------------------------------|
| 1 Alameda County Water District | 11 Guadalupe Valley MID | 21 Purissima Hills Water District |
| 2 City of Brisbane | 12 City of Hayward | 22 City of Redwood City |
| 3 City of Burlingame | 13 Town of Hillsborough | 23 City of San Bruno |
| 4 CWS – Bear Gulch | 14 City of Menlo Park | 24 San Jose Municipal Water System |
| 5 CWS – Mid-Peninsula | 15 Mid-Peninsula Water District | 25 City of Santa Clara |
| 6 CWS – South San Francisco | 16 City of Millbrae | 26 Skyline County Water District |
| 7 Coastside County Water District | 17 City of Milpitas | 27 Stanford University |
| 8 City of Daly City | 18 City of Mountain View | 28 City of Sunnyvale |
| 9 City of East Palo Alto | 19 North Coast County Water District | 29 Westborough Water District |
| 10 Estero MID | 20 City of Palo Alto | |

The intent of this Request for Proposals (RFP) is to solicit proposals from firms for a BAWSCA **Water Conservation/Recycling Implementation Plan** (herein referred to as “the Plan”). BAWSCA reserves the right to withdraw this RFP or to not award a contract at any time. All proposals will become the property of BAWSCA.

2. PROJECT DESCRIPTION

A detailed description of the Scope of Work for the Plan is attached as Appendix 1.

The objective of the Plan is:

Develop an implementation plan for BAWSCA and its member agencies to attain the water efficiency goals to which these agencies have committed.

BAWSCA and its member agencies have committed to the implementation of 58 million gallons per day (MGD) of conservation savings and reclamation by 2030.

This 58 MGD includes:

- 25 MGD conservation savings that would naturally result from implementation of the existing plumbing codes;
- 23 MGD of conservation and recycled water that BAWSCA member agencies have committed to as part of the planning process with SFPUC and which each individual agency is planning to implement;

Of the 23 MGD,

- 10.43 MGD is recycled water, which includes both existing and planned projects.
 - 12.77 MGD is conservation that has been committed to by individual agencies and that is in various stages of planning and implementation.
- An additional 10 MGD of conservation savings. This 10 MGD of conservation savings was committed to by BAWSCA as part of its comments on the San Francisco Public Utilities Commission (SFPUC) Draft Program Environmental Impact Report (PEIR) for their Water System Improvement Program (WSIP). To date, no plan has been developed to achieve the 10 MGD of conservation savings.

Key components of the Plan include:

- The update and further examination of the 23 MGD of savings already committed to by BAWSCA member agencies in order to identify the best method of achieving those savings as well as the timing of achieving those savings.

- A plan for achievement of the additional 10 MGD savings that were recently committed to by BAWSCA.
- The consideration of any collective water supply limitations that may exist within the time horizon for this plan (2018 and 2030).

3. ANTICIPATED SCHEDULE

The anticipated schedule for consultant selection is:

July 18, 2008	RFP Package Mailed
Aug. 1, 2008	Pre-Proposal Meeting (voluntary)
Aug. 15, 2008	Proposals due by 5pm
Aug. 25 & 26, 2008	Potential Interviews
September 18, 2008	Staff Recommendation to BAWSCA Board of Directors
September 26, 2008	Issue Notice to Proceed
September 30, 2008	First Meeting with BAWSCA and Member Agency Staff

A project scheduled is included in the attached Scope of Work (Appendix 1).

4. SELECTION PROCEDURE

BAWSCA will review proposals and evaluate them based on their relative ranking in each area of the proposal, according to the criteria below.

BAWSCA reserves the right to conduct interviews, but also may award the contract without conducting interviews. BAWSCA may request additional information from any contractor who submits a proposal.

Final selection will be based on the highest relative ranking of each proposal.

Responses from interested contractors must be prepared and submitted in accordance with the directions specified in Section 5 below. BAWSCA reserves the right to determine the highest qualified contractor to provide the requested services. The following criteria will be used in evaluating proposals:

Qualifications:

Proposals will be evaluated based on the qualifications of the firm and its key personnel. Weight will be given to the qualifications of the key personnel that will specifically be assigned to performing the work on this project. Relevant experience will also be considered.

Project Description:

Proposals will be evaluated based on the contractor's ability to meet the Scope of Work as described in Appendix 1 and on the overall clarity of the proposal, written in the format described in Section 5 below. Proposals will be evaluated on the approach

stated to accomplishing each task and the approach stated to meet the project timeline.

Ability to Meet Project Timeline:

Proposals will be evaluated based on the firm's ability to complete all tasks listed in the Scope of Work according to the timeline provided.

5. REQUIRED PROPOSAL FORMAT

The response to this RFP may be in a letter format, addressing the Scope of Work and, at a minimum, include the following sections:

Qualifications:

Proposals shall include descriptions of similar projects completed and/or experiences and/or qualifications related to this project completed or undergoing within the last five years. Proposals shall also include legal name of firm, location and phone number of main office, date firm was established, current size of firm, and number of employees to be involved in the project. Please identify key team members that will be committed to this Program (project manager, etc.) and their relevant experience. **Additionally, please provide at least (2) references for key personnel and the project team from past projects completed that were a similar size and scope to this program.**

Program Design:

Proposals shall describe the project in as much detail as necessary. Proposals shall describe how each of the required tasks in the Scope of Work for this project will be addressed. Please include the hourly labor rate for all key personnel that will be involved with the project and their anticipated hours per task. Also list any anticipated reimbursable expenses other than labor.

Project Timeline:

Proposals will specify the approach to taken to meet the overall project timeline and successfully complete each task on time.

6. PROPOSAL DUE DATE

Proposals shall be submitted to the BAWSCA office via mail or in person by 4:00 pm, August 15, 2008. *Late proposals will be returned unopened. Postmarks will not be accepted. No faxed or e-mailed proposals will be accepted.*

Submission of a proposal constitutes a firm offer to BAWSCA for ninety (90) days from the deadline for submitting proposals. A proposer may withdraw its proposal before the date proposals are due by submitting a written request to BAWSCA. BAWSCA reserves the right to reject any and all proposals, the right to accept the proposal it considers most favorable to BAWSCA's interests, and the right to waive irregularities in the proposal or proposal process.

Please send proposals to:

Bay Area Water Supply & Conservation Agency
Attention: Nicole M. Sandkulla, Senior Water Resources Engineer
155 Bovet Road, Suite 302
San Mateo, CA 94402

7. INDEPENDENT CONTRACTOR AND PROFESSIONAL RESPONSIBILITY OF CONTRACTOR

Contractor will agree to maintain in confidence and not disclose to any person, firm, or corporation, without BAWSCA's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of business. Contractor will further agree to maintain in confidence and not disclose to any person, firm, or corporation any data, information, technology, or material developed or obtained by contractor during the term of the Agreement for whatever cause.

Contractor is an independent contractor and not an employee of BAWSCA. Contractor expressly warrants that it will not represent that it is an employee or servant of BAWSCA.

Contractor represents that it has all necessary licenses to perform the work and shall maintain them during the term of this Agreement. Acceptance by BAWSCA of the work performed under this Agreement does not operate as a release of contractor from its professional responsibility for the work performed.

8. FORM OF AGREEMENT

The contractor selected by BAWSCA to perform the services as set forth in this RFP will be required to execute an Agreement with BAWSCA. A sample of BAWSCA's standard Agreement is attached as Appendix 2 so that potential proposers have an opportunity to review the terms and conditions of the Agreement. If a proposer desires any modifications to the form of Agreement, those requested modifications must be submitted for consideration with the proposal. Otherwise, the proposer will be deemed to have accepted all the terms and conditions included in the form of Agreement.

APPENDIX 1

WATER CONSERVATION/RECYCLING PLAN SCOPE OF WORK

INTRODUCTION & BACKGROUND

Conservation and Recycling Savings Goals

The Bay Area Water Supply and Conservation Agency (BAWSCA) and its member agencies have committed to the implementation of 58 million gallons per day (MGD) of conservation savings and reclamation by 2030.

This 58 MGD includes:

- 25 MGD conservation savings that would naturally result from implementation of the existing plumbing codes;
- 23 MGD of conservation and recycled water that BAWSCA member agencies have committed to as part of the planning process with SFPUC and which each individual agency is planning to implement;

Of the 23 MGD,

- 10.43 MGD is recycled water, which includes both existing and planned projects.
 - 12.77 MGD is conservation that has been committed to by individual agencies and that is in various stages of planning and implementation.
- An additional 10 MGD of conservation savings. This 10 MGD of conservation savings was committed to by BAWSCA as part of its comments on the San Francisco Public Utilities Commission (SFPUC) Draft Program Environmental Impact Report (PEIR) for their Water System Improvement Program (WSIP). To date, no plan has been developed to achieve the 10 MGD of conservation savings.

Structure and Basis of Existing Conservation Program

Currently, most BAWSCA programs are offered to the member agencies on a subscription basis. However, some programs, such as the BAWSCA landscape education classes, are assumed to benefit all the members and are paid for from the BAWSCA budget. Those agencies that choose to participate in conservation programs through BAWSCA pay 100% of the cost of the programs they select. In addition, individual agencies budget and implement conservation programs directly through their own agencies. For those eight BAWSCA agencies located in Santa Clara County, the Santa Clara Valley Water District (SCVWD) provides water conservation programs for the entire county. However, BAWSCA member agencies located in Santa Clara County also have their own local conservation programs and also pay for the programs provided by SCVWD regardless of whether those programs are

utilized.

Conservation programs are paid for by those agencies that benefit from their implementation. BAWSCA programs reduce the administration costs for the participating agency compared to the agency implementing the program on its own. BAWSCA conservation programs are designed to be complimentary to and not in competition with the existing agency programs.

OBJECTIVE OF PLAN

The objective of this plan is to:

Develop an implementation plan for BAWSCA and its member agencies to attain the water efficiency goals to which these agencies have committed.

Key components of the plan include:

- The update and further examination of the 23 MGD of savings already committed to by BAWSCA member agencies in order to identify the best method of achieving those savings as well as the timing of achieving those savings. The 23 MGD already committed to can be broken out as follows:
 - 10.43 MGD is recycled water, which includes both existing and planned projects.
 - 12.77 MGD is conservation that has been committed to by individual agencies but that is in various stages of planning and implementation.
- A plan for achievement of the additional 10 MGD savings that were recently committed to by BAWSCA.
- The consideration of any collective water supply limitations that may exist within the time horizon for this plan (2018 and 2030).

TASKS

Under each task, the consultant is requested to provide detailed subtasks as needed to meet the task objective.

TASK 1: Kick Off Meeting

Meet with BAWSCA staff and agency representatives to discuss the project. The goal of the meeting is to identify the data needs from the BAWSCA agencies and to provide the agency staff the project timelines. Additionally, consultant will need to work with BAWSCA and member agency staff to agree upon communication protocols for the project.

TASK 2: Update Existing DSS Models

In 2004, the San Francisco Public Utilities Commission (SFPUC), in conjunction with BAWSCA, completed three planning studies:

- *SFPUC Wholesale Customer Water Demand Projections Technical Report,*

- *SFPUC Wholesale Customer Water Conservation Potential Technical Memorandum,*
- *Wholesale Customer Recycled Water Potential Technical Memorandum.*

These studies utilized an end-use model developed by Maddaus Water Management to estimate future water demand and conservation potential for each agency. As part of these studies and in preparation for the SFPUC WSIP PEIR, each agency selected a preferred set of conservation measures and made a commitment of conservation savings that aligned with their 2030 water purchase estimates from the SFPUC. A follow-up conservation study was completed in 2006 that documented the results of incorporating the selected conservation activities of the individual agencies (*Projected Water Usage for BAWSCA Agencies, Brown and Caldwell 2006*).

Task 2.1: Update the Individual BAWSCA Agency Least-Cost Planning Decision Support System (DSS) Models

For this effort, each individual BAWSCA agency DSS model needs to be updated. The update will include the following components:

- Work with individual BAWSCA member agencies on updating the DSS models
- Update population and employment projections to 2035
- Forecast new demand projections to 2035 – including before and after plumbing code savings

Task 2.1 Objective: To provide clear, up-to-date, and accurate demand projections that will be the basis for subsequent tasks.

Task 2.2: Review and Update Baseline Conservation Implementation by BAWSCA Agencies

This task refers to the existing conservation measures (baseline measures) that each BAWSCA agency has already committed to implementing. This plan will need to ensure that the existing commitments are accurate and do not omit any measures that the agencies are currently implementing or plan to implement. This task does not refer to looking for new conservation technology or water transfer opportunities. As part of this task, it is expected that the following activities may need to occur:

- Meet with individual BAWSCA agencies to 1) determine the status of current conservation plans including the preparation of a summary table documenting current plans by agency, and 2) identify where updates to plans have occurred since completion of the 2004 studies.
- Forecast water baseline savings by agency in 2018 and 2030 based on updated DSS model and planned conservation commitments.
- Summarize all measures and associated costs

Task 2.2 Objective: To determine whether each agency's potential for conserving water has changed significantly from when the DSS models were last updated and whether changes, if any, need to be made to an agency's identified implementation plan to meet its current 2030 conservation commitment.

Task 2.3: Prepare Technical Memorandum Documenting Results

- Prepare a draft TM with associated charts documenting results of analysis
- Prepare final TM following review and input from BAWSCA and member agencies
- The final TM will include demand projections by agency with and without conservation, and will include each agency's updated DSS model as an attachment.

TASK 3: Identify and Evaluate New Water Use Efficiency Measures

Task 3 Objective: *To ensure that all the potential of current water conservation and recycling capabilities are identified.*

Task 3.1: Identify new/improved conservation measures to be considered for future implementation

- Review all the conservation measures used in the previous conservation study (*SFPUC Wholesale Customer Water Conservation Potential Technical Memorandum*) and determine what further implementation can occur.
- Identify new conservation measures to be evaluated that would help achieve the water savings goals committed to by BAWSCA and its member agencies.
- Evaluate best conservation measures in DSS model; present benefit/cost information as well as water savings; include energy savings, waste water savings, greenhouse gas emissions reductions, or other environmental or agency benefits resulting from each measure if applicable. Also evaluate measures from a customer/community perspective.
- Summarize all measures, their associated costs, and recommended methods for monitoring results/water savings.

Task 3.1 Objective: *Review and modify conservation measures evaluated as part of prior study. Identify and evaluate comprehensive list of conservation measures for potential implementation.*

Task 3.2: Review and update water recycling implementation by BAWSCA agencies

- Update existing water recycling programs to include work that has taken place since 2004.
- Update projected water recycling programs that will be implemented by 2030.
- Update potential water recycling opportunities in service area: briefly survey local water and wastewater agencies to identify what, if any, additional information is available on water recycling opportunities including projects that may be regionally cost-effective but not locally cost-effective. It is expected that those entities contacted as part of the 2005 study will be contacted again.

Task 3.2 Objective: *Update the 2004 estimate of recycled water potential for the BAWSCA agencies. In 2004, the SFPUC completed a study of recycled water potential in the BAWSCA service area. The purpose of the study was to document on-going recycled water*

activities by BAWSCA agencies and plans to expand recycled water use in the future, and to provide estimates of recycled water potential.

Task 3.3: Prepare Technical Memorandum Documenting Results

- Prepare a draft TM with associated charts documenting results of analysis
- Prepare final TM following review and input from BAWSCA and member agencies

TASK 4: Develop Alternative Implementation Scenarios

Task 4.1: Develop alternative implementation scenarios for meeting conservation goals

Based on the results of the previous tasks, develop alternative implementation schedules for meeting conservation goals of BAWSCA and its member agencies under the alternatives listed in Table 1 below. Each alternative presented should include packages of conservation measures to achieve the stated goal, identify associated costs, and provide an implementation schedule.

Table 1 - Implementation Scenarios

Scenario	Conservation Goal	Timeline for Achieving Savings	Notes
1. Achieve agencies' and BAWSCA's conservation commitments	22.77 MGD	2030	Consistent with water demand projections used in the DRAFT PEIR
2. Sensitivity Analysis	_?_MGD	2030	Examine all cost effective measures and describe the costs to achieve successive increments (increment value to be determined upon study initiation) of conserved water
3. Maintain growth within supply limitation	_?_MGD	2018	Ensure collective use in 2018 is less than any limitation on water Supplies

Task 4.2: Prepare Technical Memorandum Documenting Results

- Prepare a draft TM with associated charts documenting results of analysis
- Prepare final TM following review and input from BAWSCA and member agencies

TASK 5: Develop Implementation Strategies

Develop an implementation plan that will result in the greatest efficiency of program implementation, the lowest cost of implementation, and the greater water savings.

Task 5 Objective: *To identify a range of possible arrangements for implementing conservation on a regional basis:*

- *Who implements?*
- *What is implemented?*
- *How is it implemented?*
- *By when are savings achieved?*
- *How is progress monitored?*

Task 5.1: Meet with BAWSCA and Agency Representatives

- Review existing implementation methods including pros/cons of current efforts
- Identify and agree upon the key principles with which implementation methods should comply

Task 5.2: Identify Methods for Implementing Water Conservation on a Regional Basis

- Identify possible implementation strategies
- Identify possible alternative roles for BAWSCA and its member agencies to implement water conservation and recycling in the BAWSCA area
- Identify possible incentives for achieving conservation goals including alternative pricing structures to encourage conservation, and modifications to building/housing codes to encourage conservation
- Devise and present several alternative strategies for implementation of water conservation programs. Strategies can include new or different institutional arrangements and/or financing mechanisms.

Task 5.3: Prepare Technical Memorandum Documenting Results

- Prepare a draft TM documenting results of investigation
- Prepare final TM following review and input from BAWSCA and member agency staff

TASK 6: Identify Financing Strategies

Task 6 Objective: *To identify possible arrangements for financing conservation including existing methods and new methods that may not have been considered previously. In considering alternative financing strategies, it will be important that any strategy follow the same key principles upon which the current BAWSCA programs are based:*

- *Conservation programs are paid for by those agencies that benefit from their implementation.*

- *BAWSCA programs reduce the administration costs for the participating agency compared to the agency implementing the program on its own.*
- *BAWSCA conservation programs are designed to be complimentary to and not in competition with the existing agency programs.*

Other financing strategies that don't comply with these principles may be considered if they have merit.

Task 6.1: Meet with BAWSCA and Agency Representatives

- Review existing implementation methods including pros/cons of current efforts
- Review and discuss how alternative financing strategies may or may not comply with the key principles listed above.

Task 6.2: Investigate Methods for Financing Water Conservation

- Devise and present several strategies for financing water conservation programs, adhering to the principles listed above..
- Evaluate the strategies strengths and weaknesses in relation to their complexity, ease of implementation, cost to administer, timing of expenditures (cash flow) necessary for implementation, and ability for agencies to opt in and out of participation.
- Identify and evaluate roles of BAWSCA and its member agencies in financing water conservation in the BAWSCA area

Task 6.3: Prepare Technical Memorandum Documenting Results

- Prepare a draft TM documenting results of investigation
- Prepare final TM following review and input from BAWSCA and member agency staff

TASK 7: Facilitate Involvement by Public Partners

Task 7 Objective: To work with and gather input from Public Partners on specific topics related to this plan.

- Hold three meetings with the representatives of the BAWSCA selected Public Partner groups. These groups may include various NGOs, environmental groups, etc.
- Compile the recommendations from the Public Partner groups into concise bullet items that will be shared with BAWSCA and its agency representatives.

TASK 8: Workshop with BAWSCA and Agency Representatives

Task 8 Objective: To narrow list of possible alternatives including implementation, financing, and schedules down to four complete scenarios for further consideration and evaluation as part of Task 9.

- Hold two workshops with BAWSCA and the agency representatives once previous tasks are complete and draft TMs are completed.
- The workshops will include the following:
 - Review and present results to date on conservation alternatives, implementation alternatives, and financing alternatives
 - Receive feedback from attendees on best alternatives for further consideration and investigation if necessary
 - All materials for the workshops, such as agendas, must be provided to participants at least one week in advance of workshop date. BAWSCA will assist in the development and distribution of workshop materials as necessary.

TASK 9: Develop Alternative Approaches for Further Consideration

Task 9.1: Prepare Four Complete Scenarios for Meeting the Conservation Savings Goal of BAWSCA and its Member Agencies.

Combine the results of all prior tasks to prepare four complete scenarios for meeting the conservation goal of BAWSCA and its member agencies. Included in each scenario should be the following:

- Specific water use efficiency programs to implement (include cost and benefits, implementation approach including cost to implement, staffing and other resource needs, and timeline)
- Financing plan, including proposed timeline and necessary actions to implement financing plan

Task 9.2: Prepare Technical Memorandum Document Results

- Prepare a draft TM documenting results
- Prepare final TM following review and input from BAWSCA and member agency staff

TASK 10: Presentation to BAWSCA Board and Technical Representatives

It is expected that the consultant will need to support two presentations to the Board of Directors as well as up to four briefings with the General Manager's Technical Advisory Committee.

TASK 11: Prepare Final Report

The Final Report will comprise an Executive Summary and the completed Technical Memorandums for Tasks 2-9

MASTER SCHEDULE

Task	Schedule
▪ 1 st Meeting with BAWSCA and member agency staff	By September 30, 2008
▪ 1st Meeting with Public Partner groups	Early October 2008
▪ DSS models updated	By October 31, 2008
▪ Complete Task 2	By October 31, 2008
▪ Complete Task 3	By November 14, 2008
▪ Complete Tasks 4 through 6	By December 19, 2008
▪ 1st Workshop with BAWSCA and member agency staff	January 9, 2009
▪ First Presentation to BAWSCA Board of Directors	January 15, 2009
▪ 2nd Meeting with Public Partner Groups	Mid January 2009
▪ 2nd Workshop with BAWSCA and member agency staff	Late January 2009
▪ 3rd Meeting with Public Partner Groups	February 2009
▪ Complete Recommendations	February 2009
▪ Second Presentation to BAWSCA Board of Directors	March 19, 2009
▪ Complete Draft Report	April 2009
▪ Complete Final Report	June 2009

BUDGET

A budget of \$120,000 has been approved for this Plan.

APPENDIX 2

SAMPLE SERVICES AGREEMENT

AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, _____, by and between the **Bay Area Water Supply & Conservation Agency** (“Agency”) and _____ (“Contractor”).

WHEREAS, Agency requires specialized services to [_____], and

WHEREAS, Contractor has represented that it is experienced and qualified to perform such services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor will provide Agency the services set forth in **Appendix 1**.

2. SCHEDULE

Contractor will commence work upon Agency’s issuance of a Notice to Proceed and will complete the work in accordance with the Schedule included in **Appendix 1**.

3. COMPENSATION

Agency will pay Contractor at the rates set forth in **Appendix 1** and will reimburse Contractor for out-of-pocket expenses reasonably and necessarily incurred in performing the work. The maximum amount payable under this Agreement is _____, which all-inclusive sum includes labor, materials, taxes, overhead, insurance, subcontractor costs, all other expenses, and profit. The maximum amount is not guaranteed; compensation will be based on services actually rendered and expenses actually incurred.

The General Manager/Chief Executive Officer may from time to time establish task-specific budgets for individual project which Contractor is requested to perform; such task-specific budgets, once established, will not be exceeded without notice to and prior approval of Agency.

4. METHOD OF PAYMENT

Contractor will submit detailed monthly invoices describing the work performed, the personnel performing the work, and their applicable hourly rates of compensation, which shall be consistent with **Appendix 1**. Invoices shall be prepared in a format acceptable to Agency.

Agency will pay for work satisfactorily performed within thirty (30) days after receipt of an invoice meeting the requirements of this section.

5. CHANGES

Agency may from time to time make changes to the Scope of Work by written notice to Contractor. If such changes increase, or decrease, the Contractor's cost of performing the work, or the time required for its completion, an equitable adjustment as mutually agreed shall be made to the limit on compensation contained in Section 3, or the Schedule referred to in Section 2, or both. The agreed-upon changes will be memorialized in a written amendment to the Agreement.

6. CONTRACTOR'S STATUS

Contractor is an independent contractor and not a partner or agent of, nor a joint venturer with, Agency, neither Contractor nor any of Contractor's officers or employees are employees of Agency for any purpose. Contractor shall determine the means and methods by which the work is performed; Agency may, however, monitor Contractor's performance.

7. ASSIGNMENT

Contractor may not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of Agency. The inability of a proposed assignee to provide personnel equal in experience, expertise and numbers to those provided by Contractor or to perform any of the services remaining to be performed on the same schedule required of Contractor shall be reasonable grounds for Agency to refuse its consent to a proposed assignment.

8. SUBCONTRACTORS

Contractor may not subcontract any work to be performed under this Agreement without the prior written consent of Agency, except to service firms engaged in reproduction, typing and printing.

[The following subcontractor(s) is (are) approved by Agency for the following task(s):

Contractor shall be solely responsible for reimbursing any subcontractors and Agency shall have no obligations to them.

9. KEY PERSONNEL

A material consideration in Agency's selection of Contractor is the experience and qualifications of the following persons.

The Contractor agrees that these personnel will devote their personal attention to the work, as further described in **Appendix 1**.

10. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill and diligence in the performance of the work as would be exercised by a reasonable professional performing similar work in the San Francisco Bay Area under similar circumstances. Contractor shall re-perform, at no cost to Agency, services which fail to meet this standard.

11. OWNERSHP OF WORK

All reports, plans and any other materials prepared by Contractor under this Agreement are the property of Agency. Agency shall be entitled to access to and copies of these materials during the progress of the work. Upon completion of the work, or earlier termination of this Agreement, all such materials in the possession of Contractor or any subcontractor shall be delivered to Agency. Contractor may retain a copy of all materials produced under this Agreement, subject to the provisions of Section 12.

Any copyrightable work created by Contractor under this Agreement shall be deemed a “work made for hire” for purposes of copyright law. Contractor agrees to execute any additional documents which may be necessary to evidence the assignment of all rights of copyright to Agency.

12. CONFIDENTIALITY

Contractor shall treat information and materials provided to it by Agency with trust and confidence, revealing such information and/or materials to third parties only with the prior written approval of Agency.

Contractor shall not release any reports or other materials prepared by it under this Agreement, whether deemed confidential or not, without the prior written approval of Agency.

13. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the Agency, its directors, officers, employees and agents from and against any and all suits, claims or actions arising out of any injury to persons or damage to property due to or alleged to be due to the willful misconduct, negligent act or omission, or breach of contract by Contractor, its employees, subcontractors or agents. This indemnification shall survive the expiration or earlier termination of this Agreement.

14. **INSURANCE**

A. **Types of Insurance**

(1) **Workers' Compensation Insurance.** If Contractor employs any person to perform work under this Agreement, Contractor shall procure and maintain:

(a) Workers' Compensation Insurance meeting the requirements of the State of California, and

(b) Employer's Liability Insurance with a policy limit of at least One Million Dollars (\$1,000,000) per accident or illness.

The policy shall contain a waiver of subrogation in favor of Agency and its directors, officers, employees and agents.

(2) **Commercial General Liability Insurance.** Contractor shall procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence or claim.

(3) **Comprehensive Automobile Liability Insurance.** Contractor shall procure and maintain Automobile Liability insurance on vehicles used in connection with its business in an amount not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence or claim.

(4) **Professional Liability Insurance.** Contractor shall maintain Professional Liability insurance covering Contractor's performance of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence or claim.

B. **Other Requirements**

(1) **Insurers.** All policies will be issued by companies admitted to do business in California and subject to the jurisdiction of the California Insurance Commissioner and with a minimum Best's rating of A or better and VII or larger.

(2) **Endorsements**

(a) The company(ies) issuing all such policies shall agree to give Agency thirty (30) days advance written notice of non-renewal or cancellation.

(b) The Commercial General Liability and Automobile Liability policies shall name Agency, its directors, officer and employees as additional insureds.

(c) The Commercial General Liability and Automobile Liability policies shall be primary to and not contributing with any insurance maintained by Agency.

(d) The naming of more than one insured shall not affect the rights of such insureds as against one another; such policies shall protect Contractor and Agency as

though a separate policy had been issued to each, but inclusion of more than one insured shall not increase the limits of the insurer's liability.

(3) Evidence of Insurance. Before commencing work, Contractor shall provide Agency with a certificate or certificates of insurance evidencing the existence of the required insurance policies. Agency may request a duplicate original of such policies and endorsements.

15. RECORDS

Agency and its authorized representatives may inspect and make copies of Contractor's books, records and data relating to the Agreement at any reasonable time and may audit and verify invoices submitted by Contractor. Contractor shall provide such assistance as may be reasonably required in the course of such inspection and audit.

Contractor shall maintain its records relating to this Agreement, and make them available for inspection, for a period of three (3) years after Agency makes final its payment to Contractor.

16. NONDISCRIMINATION

In connection with the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, national origin, religion, color, sex, age or disability.

17. COMPLIANCE WITH LAW

In connection with the performance of this Agreement, Contractor shall comply with all applicable federal and state laws, including regulations of federal and state agencies, and with applicable local ordinances.

18. MODIFICATION

This Agreement may be modified or amended only by a written document signed by both parties.

19. TERMINATION

Agency may terminate this Agreement at any time and for any reason by written notice. Upon receiving notice of termination, Contractor shall promptly deliver to Agency all materials prepared or obtained in performance of this Agreement and shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by Contractor, Agency shall pay Contractor, in accordance with the provisions of Sections 3 and 4, all sums actually due and owing from Agency for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by Contractor to effect such termination. If the Agreement is terminated for default,

Agency shall pay Contractor for only those services performed and expenses incurred in full accordance with the terms of this Agreement, up to the effective date of termination.

20. DISPUTE RESOLUTION

In the event of any dispute, the parties will promptly meet and confer in an attempt to resolve the matter between themselves. If a dispute cannot be resolved by the parties independently, they agree to submit such dispute to non-binding mediation by a mutually agreed-upon neutral third party with offices in the San Francisco Bay Area. The cost of mediation will be shared equally.

The party proposing mediation shall provide the other party with the names of three mediators (provided by the American Arbitration Association, JAMS, or other such organization), each of which is acceptable to that party. The other (second) party shall select one of the three mediators and notify the first party of its selection within fifteen (15) days after receiving the names of the three mediators. If the second party fails to make a selection within this fifteen (15) day period, the first party may either select the mediator from among the three it proposed or may pursue its legal and equitable remedies through litigation.

The parties shall meet with the mediator within thirty (30) days of his/her selection and will discuss the dispute with the mediator in a good faith effort to reach an agreement. However, nothing in this section requires either party to make a concession or accept an offer. If the mediation does not resolve the matter to the satisfaction of both parties within sixty (60) days after the mediator is selected, either party may pursue its legal and equitable remedies through litigation. Any lawsuit between the parties shall be filed and prosecuted in the Superior Court of the State of California. This section does not limit Agency's right to terminate the Agreement.

21. NOTICE

All notices shall be given in writing by personal delivery, or first class mail, to the parties at the following addresses:

If too Agency: Bay Area Water Supply & Conservation Agency
155 Bovet Road, Suite 302
San Mateo, CA 94402
Attention: Art Jensen, CEO/General Manager

If to Contractor: _____

Attention: _____

Notice given by mail will be deemed received two days after it is deposited in the United States mail postage prepaid, addressed as provided above.

Day-to-day communications will be between _____ for Agency at (650) 349-3000, and _____ for Contractor at (_____) _____.

22. STATEMENTS OF ECONOMIC INTEREST

Contractor acknowledges that Agency has adopted a Conflict of Interest Code pursuant to the California Government Code, which may require consultants such as Contractor to file Statements of Economic Interest, depending on the scope of their duties. Contractor agrees to comply with such filing obligations if notified by Agency that it is required to do so.

23. NO WAIVER

The waiver by either party of a breach of any requirement of this Agreement shall not be deemed a waiver of any such breach in the future or of a breach of any other requirement.

24. INTERPRETATION

Section headings are solely for convenience and are not intended to affect the interpretation of the Agreement. The Agreement shall be interpreted reasonably, not in favor of or against either party.

25. ENTIRE AGREEMENT

This Agreement including the Attachments, which are incorporated into it by this reference, constitutes the complete agreement between the parties and supersedes any prior agreements, promises, and understandings whether written or oral.

26. NO THIRD PARTY RIGHTS

The parties do not intend this Agreement to create rights in any third parties and nothing in this Agreement should be construed to do so.

27. SEVERABILITY

If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable for any reason, such provision shall be severable and shall not affect the validity or enforceability of any other provision.

28. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives.

29. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

BAY AREA WATER SUPPLY & CONSERVATION AGENCY

By: _____
Arthur R. Jensen
General Manager/Chief Executive Officer

Date

(CONTRACTOR)

Date

By: _____
Title: _____

Taxpayer I.D. Number: _____

APPENDIX 3
USEFUL REFERENCES

The BAWSCA website is www.BAWSCA.org

The BAWSCA Annual Survey can be found here at http://www.BAWSCA.org/docs/07_Survey_final3.pdf

The specific studies referred to in the Scope of Work (and listed below), can be found at <http://www.bawsca.org/docs.html>:

- *SFPUC Wholesale Customer Water Demand Projections Technical Report (URS 2004)*
- *SFPUC Wholesale Customer Water Conservation Potential Technical Report (URS/Maddaus 2004)*
- *Wholesale Customer Recycled Water Potential Technical Memorandum (RMC 2004)*
- *Projected Water Usage for BAWSCA Agencies (Brown and Caldwell 2006)*