



# REQUEST FOR PROPOSALS

## **Water Efficiency Budget Assistance**

SANTA ANA WATERSHED PROJECT AUTHORITY

NOVEMBER 10, 2020



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**REQUEST FOR PROPOSAL (RFP)**  
**for**  
**CONSULTING SERVICES**  
**for**  
**WATER EFFICIENCY BUDGET ASSISTANCE**

**INTRODUCTION**

The Santa Ana Watershed Project Authority (SAWPA) is working with its five member agencies to implement the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP) funded by the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84, Chapter 2) and local match from the member agencies. Through SARCCUP, SAWPA is managing the Water Efficiency Budget Assistance Project (Project) which will create efficiency budgets for dedicated landscape meter customers in five to ten retail water agencies in the SAWPA-service area (the Santa Ana River Watershed).<sup>1</sup> The Municipal Water District of Orange County (MWDOC), a wholesale water agency in Orange County, is also utilizing this RFP to seek qualified firms to perform the same type of work for their retail water agency partners. MWDOC will select up to twenty-eight retail water agencies through their own process.

SAWPA and MWDOC are interested in creating water efficiency budgets for dedicated landscape meter customers because of state legislation signed by the Governor in 2018 – Assembly Bill (AB) 1668 and Senate Bill (SB) 606. Some agencies in the MWDOC service area, will be specifically interested in irrigated area measurements as opposed to fully calculated water efficiency budgets. These laws are collectively known as “Making Water Conservation a California Way of Life”. One of the major components of these laws starts by November 1, 2023, when retail water agencies<sup>2</sup> must first report how their actual annual water use compares to an “Urban Water Use Objective.” This objective is a target that can be thought of as a service area-wide water budget, composed of the following four “buckets”:

- A. Efficient indoor residential use,
- B. Efficient outdoor residential use,
- C. Efficient outdoor irrigation of landscapes with dedicated irrigation meters (e.g., parks, HOA common area, etc.), and
- D. Efficient water losses.

**ABOUT SAWPA**

SAWPA was formed in 1968 as a joint power authority under California law, and is composed of five member agencies: Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District. SAWPA’s office is located at 11615 Sterling Avenue, Riverside, CA 92503 and its website is [www.sawpa.org](http://www.sawpa.org).

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<sup>1</sup> The Santa Ana River Watershed includes portions of the MWDOC service area in northern Orange County. The SAWPA scope of five to ten agencies may include some retail water agencies in northern Orange County who are MWDOC member agencies.

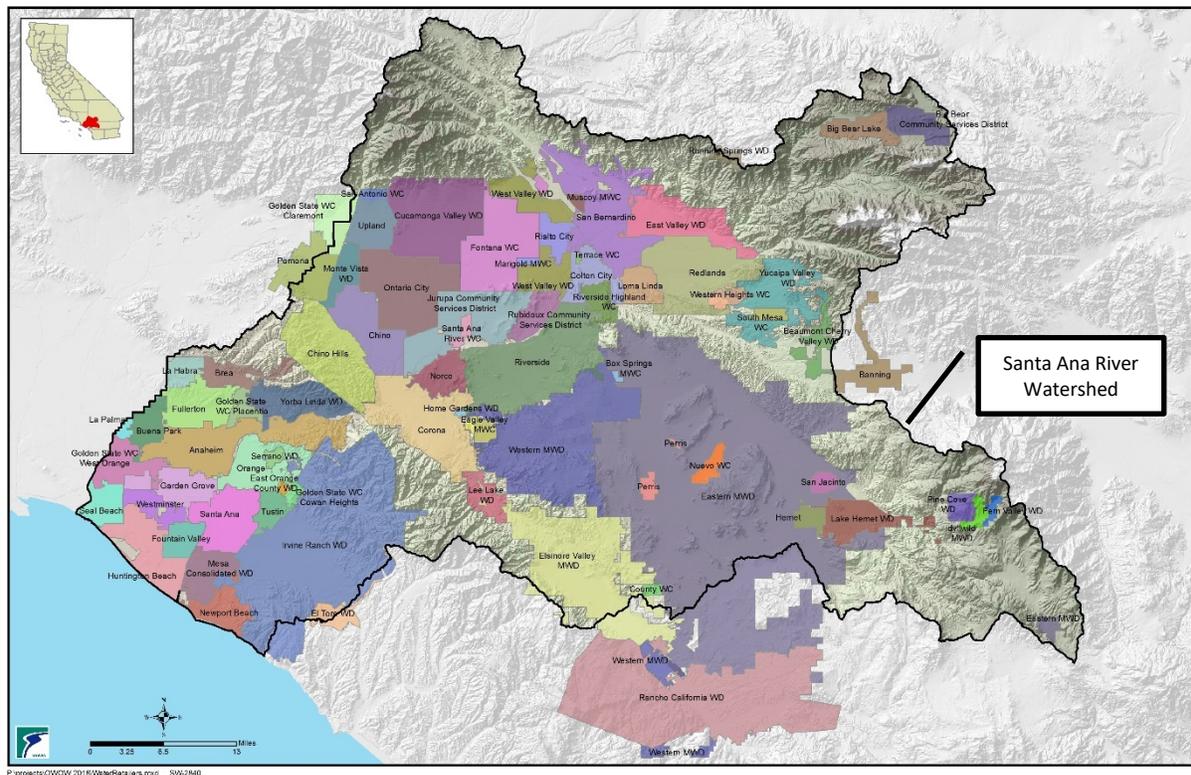
<sup>2</sup> The retail water agencies that will be held to these water use objective requirements are those retailers that either provide over 3,000 acre-feet of water annually or serves more than 3,000 urban connections.

SAWPA focuses on a broad range of water resource issues in its service area – the Santa Ana River Watershed. These include water supply reliability, water quality improvement, recycled water, wastewater treatment, groundwater management, brine disposal, and integrated regional planning.

SAWPA’s stated mission is to develop and maintain regional plans, programs, and projects that will protect the Santa Ana River Watershed water resources to maximize beneficial uses within the watershed in an economically and environmentally responsible manner.

There are 76 retail water agencies in the Santa Ana River Watershed, about 50 of them submit urban water management plans (UWMPs) to the Department of Water Resources (DWR). Per California Water Code, §10610-10656 and §10608, UWMPs are required for those retailers that either provide over 3,000 acre-feet (AF) of water annually or serves more than 3,000 urban connections.

**Figure 1: Retail Water Agencies in Santa Ana River Watershed**

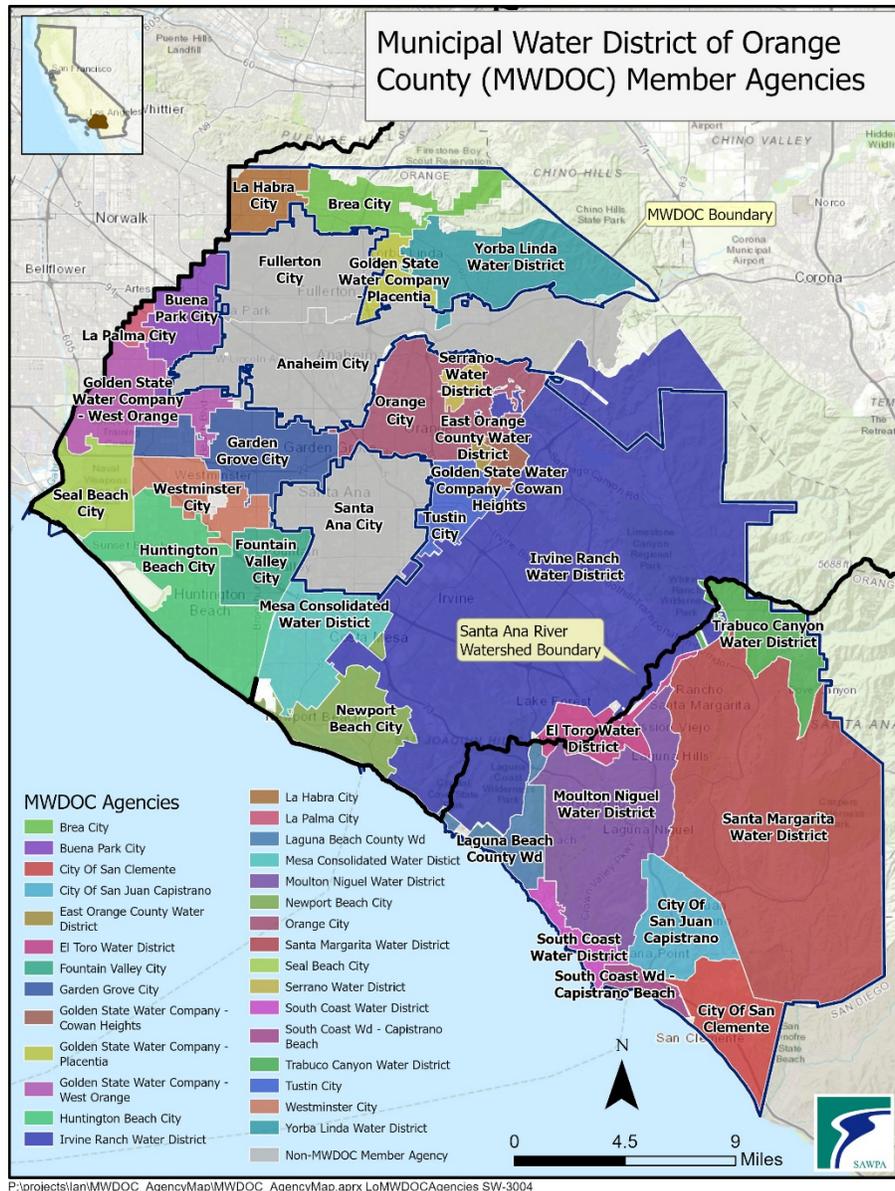


## ABOUT MWDOC

MWDOC is a wholesale water agency that meets the water demands of more than 3.2 million people living in 28 retail water agency service areas in Orange County through a mixture of water resources planning, legislative advocacy, water use efficiency, public information, school education and emergency preparedness programs. MWDOC’s service area covers all of Orange County except for the cities of Anaheim, Fullerton and Santa Ana however, MWDOC works very closely with these agencies on an ongoing basis. MWDOC’s office is located at 18700 Ward Street, Fountain Valley, CA 92708.

MWDOC has worked with their retail water agency partners to develop a unique “shared services” approach to implement regional water conservation programs. Through this approach, the 28 retail water agencies can select a menu of water conservation program options to partner with MWDOC on. This Project will be one of those shared services options, and will likely be funded by the retail agencies themselves through a funding agreement with MWDOC. More information about MWDOC can be found at [www.mwdoc.com](http://www.mwdoc.com).

**Figure 2: Retail Water Agencies in MWDOC Service Area**



## SCOPE OF WORK SUMMARY

This RFP is requesting proposals to complete the following overall scope of work:

### GIS/Database Work:



- Data mining retail water agency billing software queries to determine dedicated irrigation customers, their physical location in the service area if available, and their water usage,
- Develop a list of these customers,
- Using information from the Customer-Interface Work (below), create georeferenced digitized area measurements through Geographic Information (GIS) software based on the information gathered via the Customer-Interface Work (below), and
- Upload data from the Project into a web-based application that retail agencies, SAWPA/MWDOC and other select agencies such as the SAWPA member agencies can access.\*

### Customer-Interface Work:



- Interact with retail water agencies staff and their dedicated irrigation customers using the customer list from the GIS/Database Work (above), and
- Calculate landscape measurements by working with water agency staff, customers, and/or property site managers.

\*Note that the web-based application may not be necessary to the scope, and SAWPA/MWDOC may choose to remove it during the eventual signing of a contract with the selected consultant.

### SAWPA/MWDOC Provided Data/Information to Consultant

Note that SAWPA and MWDOC will provide the following material to help the consultant to complete the various tasks described in the detailed scope of work:

#### A. Retail Agency Selection:

Although the consultant will help with the onboarding of interested retail agencies (per Task 1 described in the Detailed Scope of Work of this RFP), SAWPA/MWDOC will provide the list of retail water agencies that will ultimately receive the benefits under this Project. SAWPA will enter into an agreement with each of the retail water agencies separately from the contract with the consultant. SAWPA/MWDOC will provide the contact information for the lead retail water agency staff to the consultant. The lead staff person will likely be in the finance, information/technology system, public works, or water resources department of the retail water agency. Note that some retail water agencies use third-party consultants to manage their billing system databases and run queries of the system's data.

#### B. Existing (Modified) Parcel Boundary Data to Help Create Meter Service Areas:

SAWPA/MWDOC will provide modified parcel boundary polygons in a shapefile format known as "Meter Service Areas" because they were modified to estimate the area served by individual customer meters. These modified parcel boundaries were initially created parcel data from the

four county<sup>3</sup> assessors. The parcel boundary lines were largely modified by moving the street facing parcel line from the existing boundary to the street-center line, thus capturing any potential parkways that the customer likely irrigates. The existing Meter Service Areas can be used as a starting point for the consultant as they will likely need further modification due to the complexity of dedicated landscape meters which often serve more than one parcel.

### C. Existing Meter Service Area Points:

SAWPA has worked with 21 agencies (shown in **Appendix 2**) in the Santa Ana River Watershed to geolocate their Meter Service Areas through a single latitude and longitude point. This point is referred to as a **Meter Service Area Point** and is shown graphically in **Figure 4**. The purpose of a Meter Service Area Point is so customer billing data from the retailer can be linked to the three major data categories created through this Project:

- 1) Meter Service Areas,
- 2) Irrigable Areas, and
- 3) Irrigated Areas.

The Meter Service Area Point is not necessarily the coordinate for the physical meter.

Since the three new data fields above are all geolocation based, they can be created as GIS shapefiles, specifically as georeferenced polygons. In addition to being georeferenced polygons, these file types include attribute data that can be viewed/edited through GIS programs into tabular formats. Although the polygons cannot be rendered in a table format, the area measurement for each of the three new data fields can be.

Note that the last two categories of Irrigable and Irrigated Areas can be used to create a water budget to comply with the AB 1668 and SB 606. This outdoor water budget will likely be calculated using the following formula in **Figure 3** for each dedicated landscape meter customer included in the Project:

**Figure 3: Water Budget Calculation**

$$\text{Irrigable (or Irrigated) Area} \times \text{Reference* Evapotranspiration (ET) in Inches} \times \text{ET Adjustment Factor} \times \text{Conversion Factor from Inches to Gallons}$$

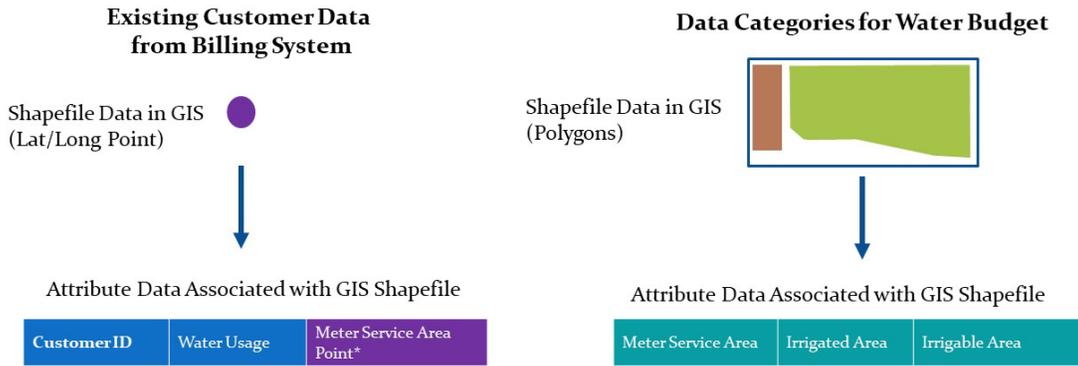
\*Reference ET refers to ET for cool season turf grass that is consistently irrigated. The Department of Water Resources manages a database of weather stations across the State that collect ET data for cool season turf grass known as the California Irrigation Management Information System (CIMIS).

The linking between the customer data from the billing software, and these three new data categories is done through a GIS “spatial join.” Shown below in **Figure 4** is a graphical representation of the relationship between the georeferenced data and its associated attribute data. Note that the figure below assumes the Meter Service Point already exists and is already tied to the customer account data (i.e. information like the customer ID and water usage).

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<sup>3</sup> Orange, Riverside and San Bernardino counties are within the Santa Ana River Watershed, as well as a small area of Los Angeles County.

**Figure 4: GIS and Attribute Data**



\*The retailer may also have a “Meter Location” point instead of a Meter Service Area Point, which is described below.

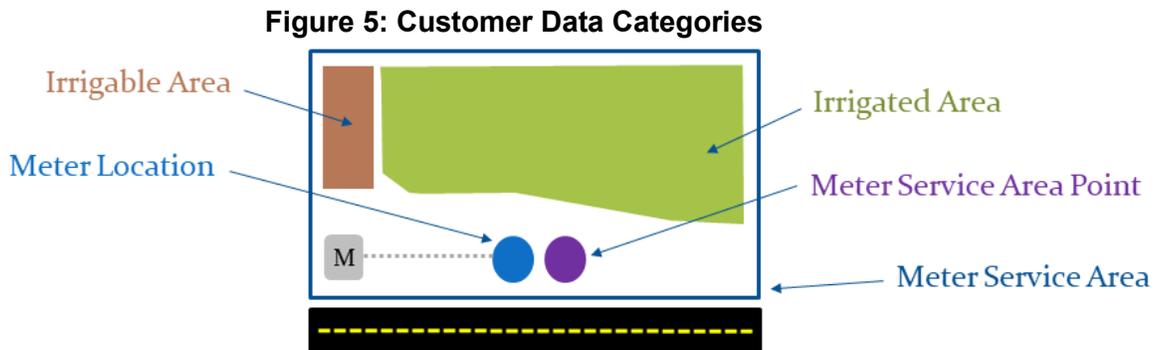
More information on spatial join is provided through the following link:  
<https://pro.arcgis.com/en/pro-app/tool-reference/analysis/spatial-join.htm>

Without the Meter Service Point associated with a customer, the spatial join is not possible and the billing data cannot be easily merged with the new data from this Project into a useful tabular product (i.e. the attribute data) where each customer include in the Project has an associated area measurement for their Meter Service Area, Irrigable Area and Irrigated Area.

Note that some agencies selected for this Project may have meter location data outside of any work involving SAWPA. This **Meter Location** point, shown graphically in **Figure 5** will likely be one of two things:

1. A coordinate a water meter technician has identified in the field for the physical meter location<sup>4</sup>, or
2. A coordinate created by a “smart” meter where the coordinates are transmitted to a database.

For other retailers, their billing systems may not necessarily have a Meter Location point or even an address of the parcel their meters are located within or nearby. Some will just have contact information (like a mailing address) for the meter/account which is used to distribute the



<sup>4</sup> Some retail water agencies just have qualitative descriptions of where their physical meters are on a customer’s property, and not necessarily coordinates.

customer bill. When there is no Meter Location or Meter Service Area Point in the Meter Service Area, the consultant will need to create one as described in the Detailed Scope of Work below.

**D. Imagery Options to Identify Irrigable and Irrigated Areas:**

When there is a lack of customer or retailer knowledge of their meter(s) location and irrigation systems, it may be necessary for the consultant to physically measure **Irrigable** and **Irrigated** areas in the field. But this method should be a last resort to control the Project’s costs.

There are several existing datasets the consultant can use to remotely map the Irrigable and Irrigated areas. These options for the consultant are shown below in **Table 1**.

**Table 1: Imagery Options for Consultant**

Area Captured	Source	Resolution	Dates Capture	Raw Imagery Available	Imagery Analysis Complete
<b>Orange County (OC)</b>	SCAG*/SAWPA	3 inch; 4 band	Summer/Fall 2020	Winter 2020/21	Summer 2021
<b>SAR Watershed not including OC</b>	SAWPA	3 inch; 4 band	Summer 2021	Winter 2022/23	Summer 2022
<b>Certain<sup>5</sup> Retail Water Agencies with SAR Watershed and OC</b>	Department of Water Resources	12 inch, 4 band	2018	January 2021 on a rolling basis	January 2021 on a rolling basis
<b>SAR Watershed</b>	ESRI Inc.	Various	Various in 2019 and 2020	Through ArcGIS**	None
<b>SAR Watershed</b>	Google	Various	Various in 2019 and 2020	Through Google Earth Pro	None
<b>SAR Watershed, no South OC<sup>6</sup></b>	SAWPA	3 inch; 4 band	Summer 2015	Readily Available	Complete

\*SCAG is the Southern California Association of Governments.

\*\*Consultant would need to access this data through their own ESRI account.

For the SAWPA Summer 2015 imagery, there are several attributes associated with the imagery analysis:

- a) Area measurements of the modified parcels (Meter Service Areas described above) as well as boundary lines,
- b) Physical address (created largely using the “address matching”<sup>7</sup> approach),
- c) Tree/shrub area measurement within the Meter Service Areas,
- d) Turf area measurements within the Meter Service Areas, and
- e) Dead-vegetation measurements within the Meter Service Areas.

<sup>5</sup> Those retailers that use over 3,000 AF of water annually or serve more than 3,000 urban connections.

<sup>6</sup> South OC is defined as the area outside of the Santa Ana River Watershed as shown in **Figure 2**.

<sup>7</sup> For a general definition of “address matching”: <https://www.caliper.com/glossary/what-is-address-matching.htm>

## DETAILED SCOPE OF WORK

The consultant will perform the following scope of work. These tasks and the descriptions will be included in the agreement (along with the Scope of Work Summary above) with the consultant and SAWPA and/or MWDOC.

### Task 1 – Project Management

Prepare brief monthly progress reports and a final project completion report detailing the work completed to support retail water agencies. Consultant will provide a template to SAWPA/MWDOC outlining the monthly and final progress report, and consultant's invoicing prior to the first submitted report/invoice. Consultant will obtain approval from SAWPA/MWDOC on the monthly invoice, progress report design and contents.

Monthly progress reports will be the basis for monthly invoicing to SAWPA/MWDOC and will include a list of retail water agencies involved in the project. The report will include the following for each agency:

- A. When they initiated their partnership with SAWPA/MWDOC on the Project,
- B. Planned or actual date of execution of non-disclosure agreement,
- C. Status of data deliveries (such as from billing records) from agency to consultant,
- D. Number of customers and dedicated irrigation meters targeted for inclusion in Project,
- E. Customer type (such as park, municipal property, HOA, etc.)
- F. Number of customer budgets created to date and number of meters per customer, and
- G. Cost per customer (using the fee proposal from **Appendix 3** in this RFP) and total cost per retail water agency.

The final project completion report will include:

- A. Number of customers and dedicated irrigation meters with new budgets from the Project, including the table associated with Task 4 (shown in **Table 2** of this RFP).
- B. Any problems that occurred during the overall Project and how those problems were resolved.

The consultant will provide a mid-project update roughly into one year of Project implementation, and then a final project update (that includes the items in the final project report) once the Project is complete. These two consultant presentations will be provided to SAWPA's governing body.

### Task 2 – Water Agency Onboarding

Assist with the onboarding of each retail water agency to partner with SAWPA (and/or MWDOC) through the following methods:

- A. Answer technical questions throughout the term of the agreement from retail water agencies, SAWPA, MWDOC and the SAWPA member agencies regarding the Project,
- B. Present the consultant's services regarding this Project at approximately three to five workshops to retail water agencies, SAWPA, MWDOC, SAWPA member agencies (approximately 2 hours each; SAWPA/MWDOC will assist with meeting coordination), and

- C. Execute non-disclosure agreements with the retail water agencies<sup>8</sup> in order to ensure customer information such as unique billing identifiers, phone numbers, and water usage, is kept private (SAWPA/MWDOC to review these agreements prior to submitting to retail water agencies).

### **Task 3 – Database Analysis**

Analyze retail water agency billing system queries, to be performed by water agency staff or their own consultants, to identify dedicated irrigation meter customers, customer type (such as parks or homeowner associations), their water usage and their likely location in the agency's service area. Document which dedicated irrigation meter customers have meter location data (latitude and longitude coordinates). Work with the retail water agency to narrow the list of dedicated irrigation meter customers<sup>9</sup> who will be the focus of this Project. Receive approval of that list by SAWPA (and/or MWDOC) before finalizing the list with the retail water agency. Create a customer contact list with specific locations for potential in-field visits (if necessary) at the water meter locations.

### **Task 4 –Measurement Analysis**

Using the contact list described in Task 3, work with the retail water agency and the selected dedicated irrigation meter customers to schedule outreach to customers, including phone-based meetings, virtual conference calls, or as a fallback option, in-field meetings.

By working with the customers and their retail staff, calculate the area measurements and geolocated boundaries (which will become georeferenced polygons in GIS software) for the three following categories:

1. Meter Service Area<sup>10</sup>,
  - a. Meter Service Area Point (if needed)
  - b. Meter Location (if preferred)
2. Irrigated Area, and
3. Irrigable Area.

#### **Sub-Task 4a Meter Service Area and Meter Service Area Points**

By working with the customers and their retail staff, the consultant will calculate the area measurements and geolocated boundaries for the Meter Service Area for the customers included in the Project. These Meter Service Areas will largely be modified parcel boundaries, as the dedicated irrigation meter customers that need assistance through this Project will often have multiple meters serving multiple parcels as shown in **Figure 6** below.

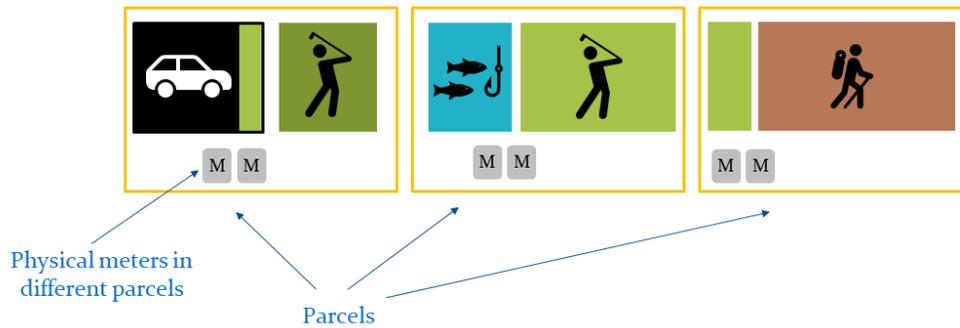
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<sup>8</sup> Five to ten retail water agencies in the SAWPA service area. MWDOC will select up to twenty-eight agencies through their own process.

<sup>9</sup> SAWPA will likely be interested in prioritizing parks and other municipally maintained properties. This would be communicated to the retail water agencies during the onboarding process.

<sup>10</sup> Note that the Meter Service Area is not simply the sum of Irrigate and Irrigable Areas. It is further described in Sub-Task 4a.

**Figure 6: Dedicated Landscape Meter Before Project**

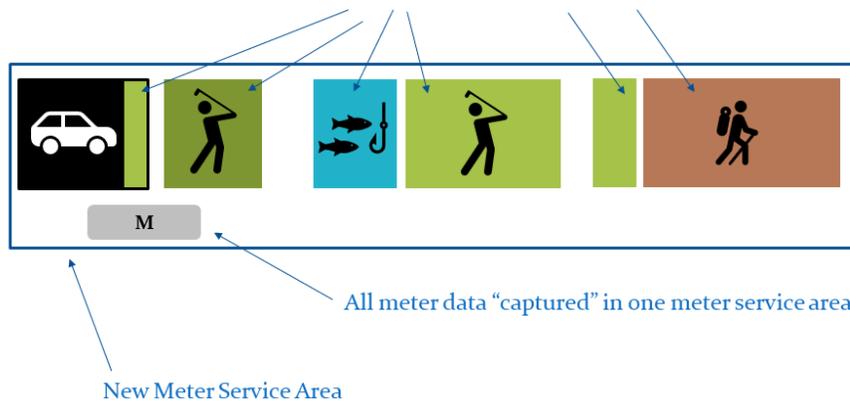


Note: For the customer represented in **Figure 6** (and **Figure 7**), they have a “looped” system (meaning they have multiple meters connected to various locations on the retailer’s distribution system). This makes it difficult to assign their meter usage to just one irrigated/irrigable area as their meters have the potential to serve all parcels, depending on timing of usage and pressure.

Through this sub-task, the consultant will work with the retail agency and customer to identify the contiguous or closely located parcels served by the customer’s meters included in their billing account. Once located, they will merge the customer’s parcels that encompass the entire areas that the customer potentially irrigates. The consultant will also make other boundary modifications to capture the customer’s entire potentially irrigated area, for instance by extending the parcel boundary over any parkways or land strips not captured within the parcel. As shown in **Figure 6**, creation of the Meter Service Area is important when there are multiple meters that cover one or more parcels for the customer. In some cases, the physical meter can be outside the parcel that it irrigates.

**Figure 7: Dedicated Landscape Meter After Project**

Consultant will calculate area measurements for these irrigable and irrigated areas through Sub-task 4b



Along with the Meter Service Area, the consultant will either complete the following:

- A. Create through GIS software a Meter Service Area Point that is within the new Meter Service Area,
- B. Create a Meter Location Point either through GIS software or in the field, or
- C. Create neither if the retail water agency’s Meter Location (or existing Meter Service Area Point) is within the Project’s Meter Service Area and is available to the consultant.

The Meter Service Area Point and Meter Location Point are described in further detail in the “Scope of Work Summary” Section above and shown in **Figure 5**.

A Meter Service Point may be preferred by the retailer and customer due to the dual usage of using it to read their meters as well as completing a “spatial join” described in the “Scope of Work Summary.”

**Sub-Task 4b Irrigated and Irrigable Areas**

Through this sub-task, the consultant will work with the retail agency and customer to digitize the Irrigated and Irrigable areas within the Meter Service Areas included in the Project. As discussed in the “Scope of Work Summary” Section above, SAWPA and other have existing aerial imagery datasets to remotely measure these areas through GIS software. It is preferred that the consultant “heads-up-digitize” the latest data by drawing georeferenced polygons that denote the estimated Irrigated and Irrigated areas for the customer. A first draft of the “heads-up-digitizing” effort will be provided to the customer before they are asked to confirm the Irrigated and Irrigable areas within their Meter Service Area.

If it is necessary due to the lack of customer or retail agency knowledge of their meter usage and likely watering areas, a field visit will be conducted where the consultant measures the Irrigated and Irrigable Areas. The consultant will measure the customer’s landscapes using the attached area measurement techniques when appropriate in **Appendix 1**. Note that these measurement techniques are ideal for smaller areas, and not necessarily larger landscapes that many customers such as parks and HOAs have.

Note that the consultant should also account for the slope of customer’s landscapes when they approximately average  $\geq 2$  vertical : 1 horizontal for the customer landscape. Slope should be factored into the area measurement calculations for the customers the consultant is measuring remotely or in the field.

**Specific Deliverables for Task 4**

The consultant shall provide georeferenced polygons and coordinates (i.e. shapefiles) for the five categories listed below. In shapefile format, the consultant shall also provide attribute tables associated with the five categories listed below.

1. Meter Service Area,
  - a. Meter Service Area Point (if needed)
  - b. Meter Location (if preferred)
2. Irrigated Area, and
3. Irrigable Area.

The attribute tables for the retail agencies will be organized as shown in **Table 2**. The attribute tables are important because some retail agencies will not have in-house GIS software to view the shapefile data as polygons.

**Table 2: Retail Agency Deliverable**

Customer ID from Billing System	Other Data Associated with Customer such as Meter(s) Size	Customer Type (such as park)	Associated APN(s)	Meter Location or Meter Service Area Points (Lat/Long)	Meter Service Area (Area measurement)	Irrigated Area (Area Measurement)	Irrigable Area (Area Measurement)
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And the SAWPA (and/or MWDOC) attribute tables will be organized as shown in **Table 3**. SAWPA and/or MWDOC will also be provided the polygon and coordinate data generated through this Project.

**Table 3: SAWPA/MWDOC Deliverable**

Unique Identifier <sup>11</sup>	Other Data Associated with Customer Such As Meter(s) Size <sup>12</sup>	Customer Type (such as park)	Associated APN(s)	Meter Location or Meter Service Area Points (Lat/Long)	Meter Service Area (Area measurement)	Irrigated Area (Area Measurement)	Irrigable Area (Area Measurement)
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### Task 5 – Quality Control

The consultant will provide a random sample of approximately five customer’s landscape measurements (per retail agency) to SAWPA/MWDOC for quality control. These measurements will be provided digitally so that SAWPA/MWDOC can use remote sensing imagery to compare the measurements to imagery. SAWPA/MWDOC will review these samples and provide the consultant feedback, which may lead to changes in the final measurement calculations.

For purposes of verifying in-field landscape measurements, consultant will provide SAWPA/MWDOC and retail water agencies a schedule of when consultant will be working with customers. SAWPA/MWDOC or the retail water agency staff may elect to ‘ride a long’ to witness the field work performed by consultant.

### Task 6 – Database for Calculating Water Budgets (Optional Task)

The consultant will serve the imagery used and new polygons generated through this Project on a web-based application. The application will allow the user to see the attribute data collected for each polygon in the format shown in **Table 3**. The application shall have access control so only selected users can use it. It will allow the user to view the Meter Service Areas, Irrigable and Irrigated areas generated through this Project, as well as the Meter Service Area Points and any Meter Location points. The application shall overlay this new Project data onto a “basemap” of the color imagery. The color imagery used as the basemap will be specific to the retailer, as some may use the different ones listed in **Table 1**.

The application will also provide water efficiency budget calculations for the customers included in this Project. The water budget calculation will be done by using the formula in **Figure 3** and updated periodically with data from local CIMIS stations.

## PROPOSAL REQUIREMENTS

Responses to this RFP must be made according to the requirements set forth in this section for content and sequence. Failure to adhere to these requirements or to include conditions,

<sup>11</sup> Unique identifier does not need to be the retail water agency’s own customer identifier from their billing database. It can be unique to the Project.

<sup>12</sup> SAWPA does not necessarily need water usage data if the retail water agency does not want to provide it.

limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal. Responses to this RFP shall be prepared as concise as possible. The proposal should be no more than 20 pages long (on pages sized 8.5" by 11"), not including resumes, cover pages or the Fee Proposal tables. Each page should be numbered. Submittal of boilerplate marketing materials is discouraged.

All proposals must include the following information. When responding to this RFP, number your responses using the same numbering used below:

1. Name, telephone number, address of the proposer and signature of individual qualified to submit a proposal on behalf of the business/organization and enter into an agreement with SAWPA and MWDOC. Suggested to be one page.
2. Background information about the proposer, including technical qualifications, size of their organization and licenses. Description of the proposer's business/organization; i.e., individual, partnership, joint venture, resource conservation district, etc., and background information of any subcontractors to be used. Suggested length is approximately three pages.
3. Description of the proposer's experience in relation to this Project and any subcontractors to be used. Include a list of similar services and project descriptions undertaken by the proposer (including experience of personnel dedicated to the project), with beginning and ending dates, name, address, phone number, and e-mail address of a contact person to act as a reference for the projects. Suggested length is approximately two pages
4. Organizational chart showing proposed management and project team, including any subcontractors to be used. Also include the names and qualifications of the individuals who make up the management and project team. Suggested length one to two pages.
5. Describe in detail methods the consultant will use to calculate slope measurements both 1) remotely, and 2) in the field. Suggested length one to two pages.
6. Although measurement techniques are shared in **Appendix 1**, describe in detail methods consultants will use to map and measure the Irrigable and Irrigated areas if required to go in the field for the customer. If the responder has a digital application to measure landscapes in the field, please describe.
7. Provide a detailed project schedule and general approach that explains how the proposer (and any sub-contractors) will complete each of the tasks in the Detailed Scope of Work. Assume that 5 to 10 SAWPA retail water agencies will complete the onboarding process by July 1, 2021. Assume 5 to 10 sperate MWDOC retail water agencies will also be onboarded by October 1, 2021. Note the dates the SAWPA and MWDOC agreements will be executed per the Proposed Schedule section below. Suggested length of this question response is approximately five pages. As part of this question, provide specifics related to:

- A. Identify how many days it will take to complete the measurements for Irrigated Area, Irrigable Area, and Meter Service Areas and identify Meter Service Area Points (or Meter Location points) for various types of dedicated landscape meter customers.
  - B. Provide specific consultant (and sub-contractor) schedules for those customers where remote imagery analysis is accepted in comparison to the schedule for customers where in-field measurement is necessary. Also provide specific schedules if slope measurements are required remotely or in the field.
  - C. If development of a new application by the proposer is needed for Task 6 (as opposed to utilizing or making minor modifications to an existing application like a web-based imagery viewer), provide a schedule for the milestones needed to create such application.
8. Complete the Fee Proposal utilizing **Appendix 3**. Also include a narrative to explain the proposer's fee proposal. Suggested length of narrative is one to two pages.
  9. Proposers shall thoroughly review the contents of this RFP's Scope of Work Summary and Detailed Scope of Work sections and shall submit any proposed exceptions.
  10. Proposers shall thoroughly review SAWPA's and MWDOC's standard contract documents (**Appendix 4 and 5**) and shall submit any proposed exceptions to the documents.

## **SUBMITTAL LOGISTICS AND QUESTIONS**

Submit a complete electronic copy of the proposal and related information to Ian Achimore, SAWPA Senior Watershed Manager at [iachimore@sawpa.org](mailto:iachimore@sawpa.org). Hard copies will not be reviewed.

All proposals must be received by **12:00 p.m. PST on Monday, December 7, 2020**. Proposals received after the stated time will not be considered.

Thereafter, a review panel, composed of members of the SAWPA member agencies, MWDOC, SAWPA staff and possibly representative(s) from retail water agencies, will conduct question and answer interviews.

If additional information is needed, contact Ian Achimore at (951) 354-4233, or [iachimore@sawpa.org](mailto:iachimore@sawpa.org). If your questions relate to MWDOC, Mr. Achimore will coordinate with MWDOC on questions that are specific to their agency.

## **GENERAL CONTRACT TERMS**

Each of the SAWPA and MWDOC individual contract periods will be for a minimum of two years, beginning in January 2021 for SAWPA and March 2021 for MWDOC. For MWDOC, their individual agreement may be extended an additional three years for a total of five years total.

The individual tasks and the descriptions from the Detailed Scope of Work will be included in the contract with the selected consultant and SAWPA and/or MWDOC. The Scope of Work Summary will also be included in the contracts.

The SAWPA contract includes the agency's standard general services agreement (GSA) it utilizes for its consultant contracts. The scope of work will be incorporated in a task order document with the consultant. The GSA and task order (shown in **Appendix 4**) as well as any potential change orders comprise the overall SAWPA contract with the consultant.

Note that SAWPA is utilizing funding for this contract, in part, from a grant from the California Department of Water Resources' Proposition 84 Integrated Regional Water Management Program. Since this is a grant funded Project, there may be a delay in reimbursement from the time of invoicing by the consultant, to the eventual payment of the consultant.

## **PROPOSED SCHEDULE**

RFP Published	November 10, 2020
Responses Due	December 7, 2020
Consultant Interviews	Mid-December 2020
Recommendation to SAWPA's Governing Board	January 12, 2021
Recommendation to MWDOC's Governing Board	March 1, 2021
Execute Contract with SAWPA	By January 22, 2021
Execute Contact with MWDOC	March 17, 2021

## **EVALUATION CRITERIA**

Evaluation of qualifications will be conducted on the following:

- A. Responsiveness to the RFP,
- B. Experience and qualifications of the assigned team of individuals,
- C. Project approach and understanding of needs,
- D. Appropriateness of proposed fees, and
- E. Anticipated value and quality of services received.

SAWPA (and/or MWDOC) reserves the sole right to evaluate and select the successful proposal. The selection process is anticipated to include an evaluation of the proposal and an interview.

## **GENERAL REQUIREMENTS**

1. All proposers are hereby advised that this RFP is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. SAWPA/MWDOC reserves the right to negotiate with any qualified source. SAWPA/MWDOC reserves the right to reject any or all proposals for any reason or for no reason at all.

2. SAWPA/MWDOC reserves the right to request further information from the proposer either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer.
3. SAWPA/MWDOC reserves the sole right to judge the proposers' representations, either written or oral.
4. Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP.
5. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be SAWPA and MWDOC's responsibility and its decision shall be final.
6. SAWPA/MWDOC reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of any resultant contract. Such addenda will be made available to each person or organization that has received an RFP. Should such addenda require additional information not previously requested, a proposer's failure to address the requirements of such addenda might result in the proposal not being considered.
7. All proposals submitted in response to this RFP will become the exclusive property of SAWPA/MWDOC. At such time as SAWPA and MWDOC's recommendation to the SAWPA/MWDOC governing boards relative to proposal selection appears on the SAWPA/MWDOC governing board agendas, all such proposals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary." SAWPA/MWDOC shall not in any way be liable or responsible for the disclosure of any such proposals or any part thereof if disclosure of any such proposals or any part thereof if disclosure is required under the Public Records Act.
8. SAWPA/MWDOC shall not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.

## Appendix 1: Area Measurement Techniques

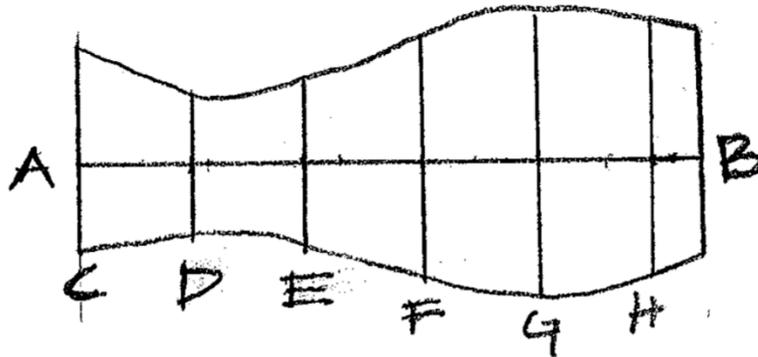
### In-Field Measurement Technique

When measuring sites in the field, tape measurers remain the most accurate method of measurement. Measuring wheels are nearly as accurate when rolling on a flat surface such as concrete or asphalt. Measuring wheels on turf or shrub areas run the risk of being inaccurate. Tape measurers are recommended whenever uneven surfaces are encountered. For large sites, a map should be provided indicating all the irrigated and irrigable areas should be measured and noted with square footage. Note that most customer sites included in this Project will be larger, so tape measure and wheels may not be used as often, but slopes should be taken into account.

Odd shapes are often hard to measure accurately. A series of methods of measuring odd shapes have been reviewed and below are a listing of acceptable measurement techniques of odd shapes. Alternative measuring techniques must be submitted to SAWPA/MWDOC for review and approval prior to implementation and must be at least as accurate as the techniques listed here.

### Non-Uniform Rectangle

First measure the length of the longest axis of the area (line AB). This is called the length line. Next, divide the length line into equal sections, for example 13 ft. At each of these points, measure the distance across the area in a line perpendicular to the length line at each point (lines C through H). These lines are called offset lines. Finally, average the lengths of all offset lines and multiply the result times line AB (65 ft. in this example). This is most notably different from the Non-Uniform Ellipse method in that exactly one of the left or right edges is measured, in this case line "C."



### Example: Non-Uniform Rectangular

Length line (AB) = 65 ft

Distance between offset lines is 13 ft apart

Length of each offset line:

C = 20 ft      F = 20 ft

D = 10 ft      G = 25 ft

E = 15 ft      H = 20 ft

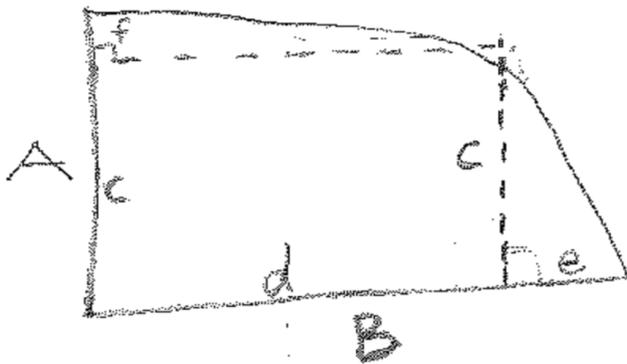
Average length of offset lines =  $\frac{(C + D + E + F + G + H)}{(\text{Number of offset lines})}$

$$= \frac{(20 + 10 + 15 + 20 + 25 + 20)}{6}$$
$$= 18.3 \text{ ft}$$

Total Area = (Length line)  
x (Average length of offset lines)  
= 65 ft x 18.3 ft  
= 1189.5 ft<sup>2</sup>

### Irregular Rhombus or Widening Rectangular

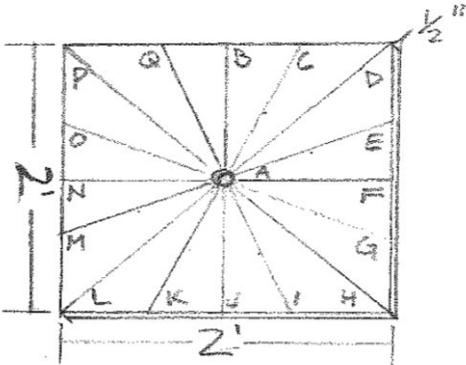
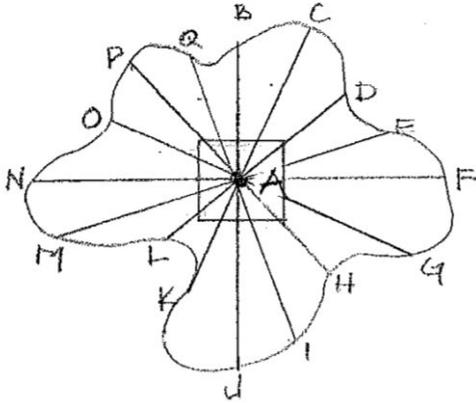
A fast way to measure irregular rhombi is shown in the example below. Stake one end of the measuring tape at point (A, B); measure line d and then line B. Without removing the stake measure line c and then line A. Using those four measurements you will be able to find line f and line e. The areas of triangle (fd), triangle (ce), and rectangle (cd) can now be calculated.



Example: Irregular Rhombus or Widening Rectangular	
Length of each line:	
A = 20 ft	c = 18 ft
B = 25 ft	d = 21 ft
Line (f) = A - c	
= 20 ft - 18 ft	Line (e) = B - d
= 2 ft	= 25 ft - 21 ft
	= 4 ft
Area (cd) = c x d	
= 18 ft x 21 ft	
= 378 ft <sup>2</sup>	
Area (ce) = (c x e) / 2	
= (18 ft x 4 ft) / 2	
= 36 ft <sup>2</sup>	
Area (fd) = (f x d) / 2	
= (2 ft x 21 ft) / 2 = 21 ft <sup>2</sup>	
Total Area = Area (cd) + Area (ce) + Area (fd)	
= 378 ft <sup>2</sup> + 36 ft <sup>2</sup> + 21 ft <sup>2</sup>	
= 435 ft <sup>2</sup>	

**Non-Uniform Round**

First measure 16 evenly spaced radii from the same center point (point A). This is called the center point. Next take the average of all the radii (B + C + D + E + F + G + H + I + J + K + L + M + N + O + P + Q) / 16. Use the average radii to calculate the area of a circle. (12.25 ft. in this example).

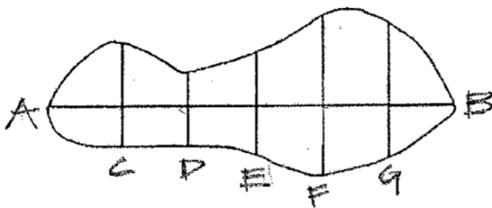


Board used for measuring

Example: Non-Uniform Round	
Length of each offset line:	
B = 10 ft	E = 12 ft H = 10 ft K = 9 ft N = 16 ft Q = 9 ft C = 15 ft F = 15 ft
I = 15 ft	L = 8 ft O = 10 ft D = 10 ft G = 13 ft J = 17 ft M = 15 ft P = 12 ft
Number of radii = 16	
Average length of offset lines	
= (B + C + D + E + F + G + H + I + J + K + L + M + N + O + P + Q)	
/ (Number of radii)	
= (10 + 15 + 10 + 12 + 15 + 13 + 10 + 15 + 17 + 9 + 8 + 15 + 16 + 10 + 12 + 9)	
/ 16	
= 12.25 ft	
Total Area = $\pi \times 12.25^2$ ft	
= 3.14 x 12.25 ft x 12.25 ft	
= 471 ft <sup>2</sup>	

### Non-Uniform Ellipses

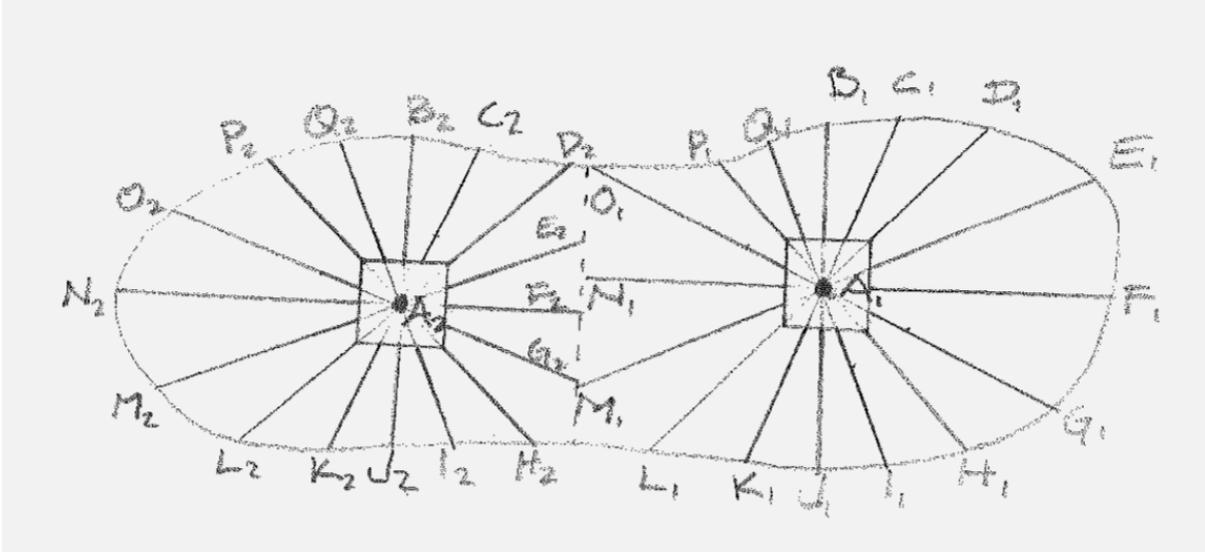
The method used for irregular shaped areas is called the "offset method". First measure the length of the longest axis of the area (line AB). This is called the length line. Next, divide the length line into equal sections, for example 10 ft. At each of these points, measure the distance across the area in a line perpendicular to the length line at each point (lines C through G). These lines are called offset lines. Finally, add the lengths of all offset lines and multiply the result times the distance that separates these lines (10 ft. in this example). This is most notably different from Non-Uniform Rectangular in that neither the left or right edges of the shape are measured in the ellipse.



Example: Non-Uniform Ellipse	
Length line (AB) = 60 ft	
Distance between offset lines is 10 ft apart	
Length of each offset line	
C = 15 ft	F = 25 ft
D = 10 ft	G = 20 ft
E = 15 ft	
Total length	
of offset lines = C + D + E + F + G	
= 15 + 10 + 15 + 25 + 20	
= 85 ft	
Total Area = (Distance between offset lines)	
x (sum of the length of offset lines)	
= 10 ft x 85 ft	
= 850 ft <sup>2</sup>	

**Non-Uniform Ellipses Alternate**

An alternate method of measuring non-uniform ellipses is by dividing the ellipses in uniform parts and utilizing the non-uniform round method as described above. An example is shown below.



## Appendix 2: Agencies with Known Geolocation Data

SAWPA knows of 21 retail water agencies (listed below) who have geolocated Meter Service Area Points for some or all of their water meters. These Meter Service Area Points are within the “Existing Modified Parcel Boundaries” described in the Scope of Work Summary section of this RFP. When SAWPA recruits agencies to participate in the Project, it will not prioritize just these agencies. This table is included as background on the historical effort involving creation of Meter Service Area Points by SAWPA in the Santa Ana River Watershed.

Anaheim City	Jurupa Community Services District
Chino City	Mesa WD
Chino Hills City	Monte Vista WD
City of Hemet	Norco City
City of Riverside	Ontario City
Corona City	San Bernardino City
Cucamonga Valley Water District (WD)	Upland City WD
East Valley WD	West Valley WD
Eastern Municipal WD	Western MWD
Fontana Water Company	Yorba Linda WD
Irvine Ranch WD	

## **Appendix 3: Fee Proposal Table**

See Separate Fillable Excel Spreadsheet

## **Appendix 4: SAWPA General Services Agreement and Task Order**



**SANTA ANA WATERSHED PROJECT AUTHORITY**  
**GENERAL SERVICES AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and \_\_\_\_\_ ("Consultant") whose address is \_\_\_\_\_.

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

**AGREEMENT**

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

**ARTICLE I**

**TERM OF AGREEMENT**

**1.01** This agreement shall become effective on the date first above written and shall continue until **December 31, 20\_\_**, unless extended or sooner terminated as provided for herein.

**ARTICLE II**

**SERVICES TO BE PERFORMED**

**2.01** Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

**2.02** Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

**ARTICLE III**

**COMPENSATION**

**3.01** In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

**3.02** Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

**3.03** Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

**3.04** Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

#### **ARTICLE IV**

#### **CONSULTANT OBLIGATIONS**

**4.01** Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.

**4.02** Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.

**4.03** Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA.

**4.04** Insurance Coverage: Consultant shall procure and maintain for the duration of this Agreement 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 Consultant, its agents, representatives, employees or sub-contractors.

**4.04(a) 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 SAWPA) 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 Consultant 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.
- 4. Professional Liability** - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 5. Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions)** – If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress,

invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

**4.04(b) If Claims Made Policies:**

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 "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

**4.04(c) Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against SAWPA, 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 SAWPA has received a waiver of subrogation from the insurer.

**4.04(d) Other Required Provisions -** The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** SAWPA, 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 Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to SAWPA, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**4.04(e) Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SAWPA.

**4.04(f) Self-Insured Retentions -** Self-insured retentions must be declared to and approved by SAWPA. SAWPA may require the Consultant 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 SAWPA.

**4.04(g) 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 SAWPA.

**4.04(h) Verification of Coverage –** Consultant shall furnish SAWPA 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 SAWPA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. SAWPA reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**4.04(i) Subcontractors** - Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that SAWPA, its directors, officers, employees and authorized volunteers are additional insureds on Commercial General Liability Coverage.

**4.05** Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify SAWPA, 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 Consultant or its officers, agents, or employees in rendering services under this Agreement and any Task Order issued hereunder; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts.

**4.06** In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

**4.07** In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

**4.08** Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages, if required by law.

## **ARTICLE V**

### **SAWPA OBLIGATIONS**

**5.01** SAWPA shall:

**5.01a** Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;

**5.01b** Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

## **ARTICLE VI**

### **ADDITIONAL SERVICES, CHANGES AND DELETIONS**

**6.01** During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.

**6.02** In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.

**6.03** Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.

**6.04** In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

## **ARTICLE VII**

### **CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS**

**7.01** In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

## **ARTICLE VIII**

### **TERMINATION OF AGREEMENT**

**8.01** In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.

**8.02** Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.

**8.03** In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

## **ARTICLE IX**

### **CONSULTANT STATUS**

**9.01** Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.

**9.02** Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

## **ARTICLE X**

### **AUDIT AND OWNERSHIP OF DOCUMENTS**

**10.01** All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA's sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.

**10.02** Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA's agents for examination of all such records and will permit SAWPA's agents to audit, examine and reproduce such records.

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

**11.01** This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

**11.02** Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**11.03** In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.

**11.04** Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.

**11.05** SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

**11.06** Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

**11.07** During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the





SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. \_\_\_\_\_

CONSULTANT: [Name]
[Address]

VENDOR NO.:XXX

COST: \$xxxx

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: [Manager], [Title] [Date]

FINANCE: Karen Williams, Deputy GM/CFO Date

FINANCING SOURCE: Acct. Coding xx
Acct. Description xx

COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES ( ) NO ( )
Authorization: [Date]; CM#2020.xx

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and \_\_\_\_\_ (Consultant) pursuant to the Agreement for Services between SAWPA and Consultant, entered into on [date], expiring [date].

I. PROJECT NAME OR DESCRIPTION

Water Efficiency Budget Assistance

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the services to provide

Please also refer to Appendix X for acceptable formats

III. PERFORMANCE TIME FRAME

Consultant shall begin work [date] and shall complete performance of such services by [date].

IV. SAWPA LIAISON

Ian Achimore shall serve as liaison between SAWPA and Consultant

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a not-to-exceed sum of \$. Funding for the services, provided by the State through a reimbursable grant with SAWPA, will be provided to the Consultant when SAWPA is provided payment by the State after the calendar year's quarter. Each invoice from the Consultant shall be provided to SAWPA within 15 days after the end of the calendar year's quarter in which the services were performed. The Consultant's invoice will bill for dedicated landscape meter customers per the Fee Table attached [Appendix 3 in RFP] when the dedicated landscape meter customer's work is complete. Note that a retention withholding of 10% will be withheld on each quarterly invoice.



## **Appendix 5: MWDOC Standard Agreement for Consultant Services**

## STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated \_\_\_\_\_, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, \_\_\_\_\_ hereinafter referred to as "**CONSULTANT**" for \_\_\_\_\_ hereinafter referred to as "**SERVICES**."<sup>1</sup> **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

### **I**     **PURPOSE AND SCOPE OF WORK**

#### **A.     Consulting Work**

**DISTRICT** hereby contracts with **CONSULTANT** to provide general or special **SERVICES** as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein. Tasks other than those specifically described therein shall not be performed without prior written approval of **DISTRICT's** General Manager.

#### **B.     Independent Contractor**

**CONSULTANT** is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **DISTRICT**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **DISTRICT** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from **DISTRICT** before using any sub-consultants for **SERVICES** under this **AGREEMENT**.

**CONSULTANT** represents and warrants that in the process of hiring **CONSULTANT's** employees who participate in the performance of **SERVICES**, **CONSULTANT** conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide **SERVICES** of the type contemplated by this Agreement.

#### **C.     Changes in Scope of Work**

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no

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<sup>1</sup> Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference.

responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

## **II TERM**

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"** or, if no time is specified, until terminated on thirty (30) days notice as provided herein.

## **III BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS**

### **A. Budgeted Amount for Services**

**CONSULTANT** is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon expending and invoicing the **DISTRICT 80%** of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

### **B. Fees**

Fees shall be billed per the terms and conditions and at the rates set forth on **Exhibit "B"** for the term of the **AGREEMENT**. Should the term of the **AGREEMENT** extend beyond the period for which the rates are effective, the rates specified in **Exhibit "B"** shall continue to apply unless and until modified by consent of the **PARTIES**.

### **C. Notification Clause**

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five(5) working days.

#### **Notices shall be made as follows:**

Municipal Water District of Orange County  
Robert J. Hunter  
General Manager  
18700 Ward Street, P.O.Box 20895  
Fountain Valley, CA 92708

Consulting Firm  
Consultant  
Title  
Address  
Telephone

#### D. **Billing and Payment**

**CONSULTANT's** fees shall be billed by the 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15<sup>th</sup> of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**.

**DISTRICT** shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice, **DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

#### E. **Billing Records**

**CONSULTANT** shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

### IV **DOCUMENTS**

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

### V **TERMINATION**

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

### VI **INSURANCE REQUIREMENTS**

**CONSULTANT** shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

#### A. **Workers' Compensation Insurance**

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

**CONSULTANT** and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT** in accordance with applicable

law. An ACORD certificate of insurance or other certificate of insurance satisfactory to **DISTRICT**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by sub-consultant's upon request by **DISTRICT**.

#### B. Professional Liability Insurance

**CONSULTANT** shall file with **DISTRICT**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **DISTRICT**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to **DISTRICT**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

#### C. Other Insurance

**CONSULTANT** will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non payment of premium) notice of cancellation to **DISTRICT**. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the **AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

#### D. Expiration of Coverage

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to **DISTRICT** at least ten (10) days prior to the expiration date.

## **VII INDEMNIFICATION**

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors and employees and authorized volunteers, and each of them from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the **SERVICES** hereunder, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the **DISTRICT's** choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the **DISTRICT's** choice, incurred by the indemnified parties in any lawsuit to which they are a party.

**CONSULTANT** shall immediately defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to **DISTRICT**, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers.

**CONSULTANT** shall immediately pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT** or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

**CONSULTANT** shall immediately reimburse **DISTRICT** or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

**CONSULTANT's** obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by **DISTRICT**, or its directors, officers, employees, or authorized volunteers.

## **VIII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST**

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethic's Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

## **IX PERMITS AND LICENSES**

**CONSULTANT** shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

## **X LABOR AND MATERIALS**

**CONSULTANT** shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be pursuant to **Exhibit "B"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid. **CONSULTANT** agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, **unless agreed upon and listed in Exhibit "B"**.

## **XI CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

### **A. Confidential Nature of Materials**

**CONSULTANT** understands that all documents, records, reports, data, or other materials (collectively "**MATERIALS**") provided by **DISTRICT** to **CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

### **B. No Disclosure of Confidential Materials**

**CONSULTANT** shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT**. Disclosure of confidential **MATERIALS** shall not be made to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

### **C. Protections to Ensure Control Over Materials**

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

### **XII OWNERSHIP OF DOCUMENTS AND DISPLAYS**

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for **DISTRICT** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT**, including but not limited to any copyright interest. In addition, **DISTRICT** reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** shall acquire no right or interest in such property.

**CONSULTANT** hereby assigns to **DISTRICT** or **DISTRICT's** designee, for no additional consideration, all **CONSULTANT's** intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the **CONSULTANT** under this agreement. **CONSULTANT** shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that **DISTRICT** or **DISTRICT's** designee reasonably requests to establish and perfect the rights assigned to **DISTRICT** or its designee under this provision.

### **XIII EQUAL OPPORTUNITY**

**DISTRICT** is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **DISTRICT** maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **DISTRICT**. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

### **XIV INTEGRATION OF ALL OTHER AGREEMENTS**

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

**XV ATTORNEYS' FEES**

In any action at law or in equity to enforce any of the provisions or rights under this **AGREEMENT**, the prevailing **PARTY** shall be entitled to recover from the unsuccessful **PARTY** all costs, expenses and reasonable attorney's fees incurred therein by the prevailing **PARTY** (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

**XVI JURISDICTION AND VENUE SELECTION**

In all matters concerning the validity, interpretation, performance, or effect of this **AGREEMENT**, the laws of the State of California shall govern and be applicable. The **PARTIES** hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

**IN WITNESS WHEREOF**, the **PARTIES** have hereunto affixed their names as of the day and year thereafter, which shall be and is the effective date of this **AGREEMENT**.

**APPROVED BY:**

**CONSULTANT ACCEPTANCE:**

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Robert Hunter, General Manager  
Municipal Water District of Orange County  
18700 Ward Street, P.O.Box 20895  
Fountain Valley, CA 92708  
(714) 963-3058

Name:  
Address:  
Phone:  
Tax I.D. #

**Internal Use Only:**

Program No. \_\_\_\_\_

**Line Item:** \_\_\_\_\_

**Funding Year:** \_\_\_\_\_

**Contract Amt.:** \_\_\_\_\_

**Purchase Order #** \_\_\_\_\_

## EXHIBIT "A"

ETHICS POLICY	§7100-§7110
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### **§7100 PURPOSE**

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

### **§7101 RESPONSIBILITIES OF BOARD MEMBERS**

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

### **§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES**

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading or false information is prohibited.

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Motion - 1/17/96;

### **§7103 CONFLICT OF INTEREST**

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

### **§7104 GIFTS**

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.\*
2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.\*
3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.\*
4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.
5. Acceptance of incidental transportation from a private organization, provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

\* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.

In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action, and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

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Motion - 1/17/96;

### **§7105 PERSONS OR COMPANIES REPORTING GIFTS**

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

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Motion - 7/21/93; Motion - 8/18/93;

### **§7106 USE OF CONFIDENTIAL INFORMATION**

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

### **§7107 POLITICAL ACTIVITIES**

During the course and scope of their employment employees are prohibited from engaging in campaign activities associated with MWDOC Director elections, MWDOC Director appointments, the appointment of MET Directors, or from attempting to influence changes to MWDOC Division boundaries, except where such activities are expressly required in the course of official duties. Employees are otherwise free to personally, endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities or during the course and scope of their duties for MWDOC. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC. These provisions are intended to protect employees against political assessments, coerced political activities, and to prevent political activities on the part of employees from interfering with MWDOC operations. Nothing in this section shall be interpreted or applied in a manner to unlawfully curtail the constitutional right to political activity of MWDOC employees.

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Motion – 6/17/15

## **§7108 IMPROPER ACTIVITIES**

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

## **§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS**

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or (4) any member of the management staff, for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination.

If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action. The Executive Committee may make a determination and present the issue to the full Board.

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Motion - 1/17/96; 6/17/15

## **§7110 VIOLATION OF POLICY -- DIRECTORS**

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

## **§7111 PERIODIC REVIEW OF ETHICS, CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES**

Pursuant to the terms of Government Code Sections 53234 through 53235.2, each Director shall receive at least two hours of training in general ethics principles every two years. Pursuant to Government Code Section 53235(c), the curricula for ethics training must be approved by the Fair Political Practices Commission (FPPC) and the Attorney General. It is the general desire of the MWDOC Board to meet and review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct during the first quarter of the year immediately following an election (every two years).

Each Director shall retain the certificate of completion from any ethics course in which he/she participates and shall provide a copy of such report to MWDOC. Such records shall be retained for five years from the date they are received.

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M-12/21/05

***Please note*** If using Consultant's proposal as Exhibit "B" please attach the proposal or or complete the standard Exhibit "B" Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

**EXHIBIT "B"**

**SCOPE OF WORK, TERMS OF AGREEMENT  
AND TERMS AND CONDITIONS FOR BILLING**

<b>Company:</b> <b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Tax I.D. #</b>
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1. Term – Commencement (Insert Date) \_\_\_\_\_ Termination (Insert Date) \_\_\_\_\_
2. Fees/Rates to be billed - \$\_\_\_\_\_
3. Budgeted Amount – Compensation is to be on a “time and material” basis, not to exceed \$\_\_\_\_\_. **CONSULTANT's** fees shall be billed by the 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15<sup>th</sup> of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**  
  
Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a “cost to complete” estimate for the remaining work.
4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list “refer to Exhibit “ )  
\_\_\_\_\_
5. Consultant Representative: \_\_\_\_\_