



Date: July 25, 2025

To: Interested Consultants

From: Thomas Francis, Water Resources Manager

Subject: Consultant Support for a BAWSCA and Valley Water Workshop Series on New Water Use Efficiency Legislation – Request for Statements of Qualifications

The Bay Area Water Supply and Conservation Agency (BAWSCA) is seeking Statements of Qualifications (SOQs) from qualified consulting firms to provide support for a series of workshops focused on new water use efficiency regulations. These workshops will serve BAWSCA member agencies and the Santa Clara Valley Water District's (Valley Water's) retail water agencies. BAWSCA asks that those interested in providing services provide an SOQ by **5:00 PM PDT on Friday August 22, 2025**.

The purpose of this solicitation is to identify a firm with the necessary expertise and experience to deliver the services outlined herein.

A. Summary of the BAWSCA Water Reliability Roundtable Series

BAWSCA and Valley Water will jointly convene a series of workshops between October 2025 and June 2026. These workshops will focus on critical new water use efficiency regulations, including:

- Urban Water Use Objectives (UWUO)
- Commercial, Industrial, and Institutional (CII) performance measures
- Statewide and local bans on irrigating non-functional turf with potable water
- Annual reporting requirements

The primary objectives of these workshops are to provide participating agencies with:

- Comprehensive information about the new regulations.
- Presentations and valuable lessons learned from agencies that have already begun implementing these regulations.
- Direct access to subject matter experts for questions and clarifications.
- A collaborative forum for agencies to share experiences and learn from their peers.

Workshops will be conducted in both virtual and in-person formats, held at least once every other month. During the months of October through December 2025, virtual workshops may be held more frequently (e.g., bi-weekly, or as needed) to support agencies as they prepare their annual reports, which are due by January 1st annually. These focused virtual sessions will provide agencies with opportunities to ask expert questions about completing the reporting form(s) and to engage with peers on approaches to new requirements. This peer-to-peer learning is crucial, as agencies navigate these new regulations and seek reassurance in their implementation strategies. BAWSCA and Valley Water expect to convene at least one in-person workshops and 11 virtual workshops.

Should the initial workshop series prove successful and meet the ongoing needs of BAWSCA member agencies and Valley Water retail agencies, BAWSCA and Valley Water may elect to exercise a one-year option period to extend the contract with the selected firm to continue providing workshops through Fiscal Year 2026-27.

B. Consultant Scope of Work

The selected firm will be responsible for the following tasks:

- **Develop Schedule and Topics for the Workshop Series:** The consultant will be responsible for proposing a comprehensive schedule and identifying specific topics for each workshop. Each workshop may cover one or more topics, with topic selection ideally aligned with upcoming regulatory deadlines. The consultant may consider workshops held on similar topics by other organizations (e.g., CalWEP and the San Diego County Water Authority). The consultant will develop the workshop agenda and identify suitable subject matter experts or agencies with relevant implementation experience to present at the workshops. At least one workshop must be held in person.
- **Preparation of Workshop Notes and Follow-up:** The consultant will be responsible for diligently taking notes during all workshops. For any questions posed by attendees that cannot be immediately answered by the consultant or subject matter experts, the consultant will be responsible for researching and providing the answers. The consultant will summarize all workshop discussions and follow-up on unanswered questions in the final notes for each workshop.
- **Meeting Logistics:** For in-person workshops, the consultant will be responsible for identifying and reserving appropriate meeting locations. Meeting materials (e.g., agendas, printed items, poster boards for meeting notes, etc.) will be prepared and provided by the consultant. If refreshments are to be provided, the consultant will manage the ordering and coordination of delivery. The consultant may bill for time spent coordinating these logistics, but the consultant may not charge a markup on direct costs for printed materials, refreshments, venue rental, or other meeting materials.
- **Final Report:** Upon the conclusion of the workshop series, the consultant will prepare a brief final report summarizing the outcomes and key insights from the entire workshop series.

The above tasks are tentatively scheduled to begin in late October 2025.

C. Submission of a Statement of Qualifications (SOQ)

BAWSCA requests that all interested consulting firms submit their Statement of Qualifications (SOQ) to BAWSCA by **5:00 PM PDT on Friday, August 22, 2025**.

Please email an electronic version to: tfrancis@bawasca.org

The SOQ must contain sufficient detail to enable BAWSCA to thoroughly evaluate the firm's capability to provide the required services. The SOQ should include, at a minimum, the following information:

- A comprehensive summary of the firm's qualifications, including specific examples of relevant project work demonstrating experience in water demand, conservation, regulatory compliance, and stakeholder engagement/workshop facilitation.

- A proposed tentative schedule and specific topics for both in-person and virtual workshops, aligning with the workshop series summary.
- A proposed hourly rate for services for the initial workshop series and option period and confirmation of the firm's availability to meet BAWSCA's anticipated schedule for the performance of these services.
- An estimated total cost to provide all the above-listed services for the initial workshop series (October 2025 - June 2026).

D. SOQ Evaluation Criteria

Statements of Qualifications will be evaluated based on the following criteria:

- **Firm's Experience and Qualifications (25%):** Demonstrated experience and expertise in California water use efficiency regulations and facilitating workshops for public agencies on technical and complex topics.
- **Key Personnel Qualifications (25%):** Qualifications, relevant experience, and roles of the proposed project team members, including subject matter experts and facilitators.
- **Proposed Approach and Understanding of Scope (35%):** Clarity and feasibility of the proposed workshop schedule, topics, and overall approach to meeting the project objectives, demonstrating a thorough understanding of the RFQ requirements.
- **Cost-Effectiveness (15%):** Competitiveness and reasonableness of the proposed hourly rates and estimated total project cost.

BAWSCA intends to utilize the SOQ process to select a service provider. Agreement negotiation will be part of that process. A copy of BAWSCA's standard agreement for consulting services is attached as a reference (Exhibit A). Respondents are responsible for reviewing and considering the standard agreement requirements when preparing their SOQ. By submitting a response without requesting exceptions, respondents are deemed to have accepted all terms and conditions in the standard agreement.

E. Pre-Proposal Conference

BAWSCA is planning a pre-proposal conference via Zoom, during which firms may obtain a better understanding of the work required. Attendance at this meeting is not mandatory but is highly recommended. Firms are encouraged to submit questions in writing prior to the conference. Questions will be considered at any time prior to or during the conference. After the conference, an abstract of the questions and answers, and a list of attendees, will be disseminated.

The pre-proposal conference will be held:

Date: August 5, 2025

Time: 2:00 PM PDT

Location: Via Zoom

Join Zoom Meeting:

<https://us02web.zoom.us/j/88906932615>

Meeting ID: 889 0693 2615

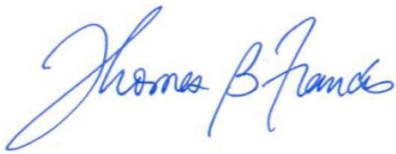
One tap mobile
+16699009128,,88906932615# US (San Jose)

BAWSCA reserves the right to conduct interviews and hold discussions with any individual or qualified firm but also may award the contract without conducting interviews. If BAWSCA conducts interviews, it will do so only with those firms found to be within the "competitive range." **BAWSCA requests that firms reserve September 5, 2025, for potential interviews.**

Submitting a response is voluntary and the cost for developing a response is the sole responsibility of the respondent. BAWSCA is not obligated in any manner to any respondent to this SOQ and may cancel or amend the SOQ at any time. Responses to the SOQ are not offers and cannot be accepted by BAWSCA to form a binding contract. BAWSCA has the right to elect not to procure these services and its right to procure services from a vendor that has not responded to this SOQ.

If you have any questions regarding this letter of interest, please contact me at tfrancis@bawscsca.org.

Very best regards,

A handwritten signature in blue ink that reads "Thomas Francis". The signature is fluid and cursive, with the first name "Thomas" and last name "Francis" clearly legible.

Thomas Francis
Water Resources Manager

Exhibit A: BAWSCA Standard Agreement

THIS AGREEMENT is made as of this ____ day of ____, by and between the **Bay Area Water Supply & Conservation Agency** ("Agency") and ____ ("Consultant").

WHEREAS, Agency desires to obtain professional services to develop resources and support Agency and Santa Clara Valley Water District (Valley Water) agencies with reporting and compliance related to requirements under Senate Bill (SB) 606 and Assembly Bill (AB) 1668 and has issued a Request for Proposals, dated ____, a copy of which is attached and incorporated as Exhibit A, and

WHEREAS, Consultant desires to perform such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated ____, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

Consultant will provide Agency the services set forth in Exhibit A, as supplemented by Exhibit B, in accordance with the terms and conditions of this Agreement. Agency may also engage Consultant for additional work as set forth in Section 3 below. In the event of any inconsistency between Exhibit A and Exhibit B, Exhibit A shall control.

2. SCHEDULE AND TERM

Consultant will commence work upon Agency's issuance of a Notice to Proceed and, unless the Agreement is terminated sooner pursuant to Section 19, will complete all services in accordance with the Schedule included in Section 5, Project Schedule, Table A of Exhibit A, which dates are subject to change at the sole discretion of BAWSCA. In no event will the Project be completed any later than _____.

3. COMPENSATION

The Consultant agrees to perform all of the services included in Section 1 for the total all-inclusive not-to-exceed amount of \$_____ in accordance with Exhibits A and B. The total all-inclusive sum includes all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Consultant.

The not-to-exceed amount is not guaranteed; compensation will be based on services actually rendered and expenses actually incurred. Agency will pay Consultant at the rates set forth in Exhibit B and will reimburse Consultant for out-of-pocket expenses reasonably and necessarily incurred in performing the work.

The Agency's CEO/General Manager may from time to time request Consultant to perform additional tasks outside the scope of work described in Section 1, and not subject to the not-to-exceed amount described above. At Agency's request, Consultant will provide a proposal for such additional task(s). If engaged, such task(s) will be on a work directive basis and will include a separate not-to-exceed budget for each specific task.

4. MANNER OF PAYMENT

Consultant will submit detailed monthly invoices at the end of each month describing the work performed in the previous month, the personnel performing the work, and their applicable hourly rates of

compensation, which shall be consistent with Exhibit B. Invoices will also include total expenditures to date and the remaining balance on the budgeted or not-to-exceed amount. Invoices will be prepared in a format acceptable to Agency.

Agency will pay for work satisfactorily performed within thirty (30) days after receipt of an invoice meeting the requirements of this section. Should Agency dispute the accuracy of any invoice, or deem Consultant's work unsatisfactory, Agency will notify Consultant within 30 days of receipt of such an invoice. Agency will only pay the undisputed portion of any invoice. Resolution of a dispute over an invoice will be pursuant to Section 20.

5. CHANGES

Agency may from time to time make changes to the scope of work by written notice to Consultant. If such changes increase, or decrease, the Consultant's cost of performing the work, or the time required for its completion, an equitable adjustment as mutually agreed will be made to the limit on compensation contained in Section 3, or the Schedule referred to in Section 2, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant will notify the Agency immediately of such condition or contingency. The Consultant will explain the circumstances giving rise to the unforeseen condition or contingency and will suggest the proposed adjustment in schedule or compensation. Consultant will notify the Agency prior to the time that the Consultant performs work or services related to any proposed adjustment. Any agreed-upon changes will be memorialized in a written amendment to the Agreement.

6. CONSULTANT'S STATUS

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

7. ASSIGNMENT

Consultant may not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of Agency.

8. SUBCONTRACTORS

Consultant may not subcontract any work to be performed under this Agreement without the prior written consent of Agency, except for minor administrative services.

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

[TBD]

Consultant will be solely responsible for reimbursing any subcontractors and Agency will have no obligations to them.

9. KEY PERSONNEL

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

[TBD]

The Consultant agrees that these personnel will devote their personal attention to the work, as further described in Exhibits A and B. Consultant may substitute Key Personnel only with written approval of the Agency, which approval will not be unreasonably withheld. A request for substitution must demonstrate the replacement person's similar qualifications and experience for a position.

10. STANDARD OF CARE

Consultant will exercise the same degree of care, skill and diligence in the performance of the work as would be exercised by a reasonable professional performing similar work in the San Francisco Bay Area under similar circumstances. Consultant will re-perform, at no cost to Agency, services which fail to meet this standard. In the performance of its work, the Consultant represents that it (1) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (2) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

11. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by Consultant, will be and are the property of the Agency. The Agency will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subcontractor upon completion or termination of the work will be immediately delivered to the Agency. If any materials are lost, damaged, or destroyed before final delivery to the Agency, the Consultant will replace them at its own expense and the Consultant assumes all risks of loss, damage, or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the Agency. The Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

12. CONFIDENTIALITY

Consultant will hold in confidence any Agency materials to which the Consultant has access, or materials prepared by the Consultant during the course of this Agreement ("Confidential Information"). Consultant will exercise all reasonable precautions to prevent the disclosure of Confidential Information to anyone except the officers, employees, and agents of the Consultant as necessary to perform services under this Agreement. Consultant, its employees, subcontractors, and agents, may not release any Confidential Information, and any reports or other materials prepared by it under this Agreement, whether deemed confidential or not, without the prior written approval of Agency.

13. INDEMNIFICATION

Consultant will defend, indemnify and hold harmless the Agency, its directors, officers, employees and agents from and against any and all suits, claims or actions arising out of (i) any injury to persons or damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant and caused by the willful misconduct, negligent act or omission by Consultant, its employees, subcontractors or agents, or (ii) any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Consultant further agrees to defend any and all such suits, claims or actions, and pay all reasonable charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the Agency or any of the other individuals enumerated above in any such action, the Consultant will, at its expense, satisfy and discharge the same. This indemnification will survive the expiration or earlier termination of this Agreement.

14. INSURANCE

A. Types of Insurance

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

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

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

The policy will contain a waiver of subrogation in favor of Agency and its directors, officers, employees and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

(2) Commercial General Liability Insurance. Consultant will procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence or claim and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance will include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement. Said Policy will protect the Consultant and the Agency in the same manner as though a separate policy had been issued to each, but nothing in said policy will operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

(3) Comprehensive Automobile Liability Insurance. Consultant will procure and maintain Automobile Liability insurance on vehicles used in connection with its business in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence or claim. This insurance will provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

B. Other Requirements

(1) Insurers. All insurance policies must be issued by a California admitted carrier. Insurance policies issued by surplus lines carriers are not acceptable absent the express written approval of Agency and the carrier is listed on the California DOI LASLI list. Policies must be issued by insurers must have a Best Financial Strength Rating of A- or better, and be in the Best Financial Size Category of VII or larger.

(2) Endorsements

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

(b) The Commercial General Liability and Automobile Liability policies (but not the Professional Liability policy) will include Agency, its directors, officers and employees as additional insureds.

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

(d) The inclusion of more than one insured on the Commercial General Liability and Automobile Liability policies will not affect the rights of such insureds as against one another; such policies will protect Consultant and Agency as though a separate policy had been issued to each, but inclusion of more than one insured will not increase the limits of the insurer's liability.

(3) Evidence of Insurance. Before commencing work, Consultant will provide Agency with a certificate or certificates of insurance evidencing the existence of the required insurance policies. Agency may request a duplicate original of such policies and endorsements. The Consultant may not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times will satisfy the requirements of the insurer for the purpose of maintaining the required insurance in effect.

(4) Notice to Agency. If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant will promptly report the fact in writing to the Agency, giving full details of the claim.

(5) Self-Insurance, Deductibles, and Retentions. Upon evidence of financial capacity satisfactory to the Agency, and Consultant's agreement to waive subrogation against the Agency respecting any and all claims that may arise, Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from the Agency. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable. In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that the Agency seeks coverage under such policy as an additional insured, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant or subcontractor is not a named defendant in the lawsuit.

(6) Subcontractors. Any person, firm, or corporation that the Consultant authorizes to work pursuant to this Agreement, including any subcontractor, is deemed to be the Consultant's agent and is subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work, the Consultant agrees to require its subcontractors to procure and maintain, at the Consultant's (or its subcontractor's) sole cost and expense (and to prove to the Agency's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described above. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its subcontractors)..

15. RECORDS

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

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

16. NONDISCRIMINATION

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

17. COMPLIANCE WITH LAW

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

18. MODIFICATION

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

19. TERMINATION

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

If the Agreement is terminated for any reason other than a breach or default by Consultant, Agency will pay Consultant, in accordance with the provisions of Sections 3 and 4, all sums actually due and owing from Agency for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by Consultant to effect such termination. If the Agreement is terminated for breach or default, Agency will pay Consultant for only those services performed and expenses incurred in full accordance with the terms of this Agreement, up to the effective date of termination. Whether terminated for breach or for convenience, the Agency will not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

20. DISPUTE RESOLUTION

In the event of any dispute, the parties will promptly meet and confer, first at a staff level and then elevated to a meeting of executives, in a good faith attempt to resolve the dispute. If a dispute cannot be resolved by the parties independently, they may agree to submit such dispute to non-binding mediation by a mutually agreed-upon neutral third party with offices in the San Francisco Bay Area. The cost of mediation will be shared equally. Unless otherwise directed by Agency, Consultant will continue performance under this Agreement while matters in dispute are being resolved.

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

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

21. NOTICE

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

If to Agency: Bay Area Water Supply & Conservation Agency
155 Bovet Road, Suite 650
San Mateo, CA 94402
Attention: Chief Executive Officer and General Manager

If to Consultant: _____

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

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

22. CONFLICT OF INTEREST

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Consultant may be required to publicly disclose financial interests under the Agency's Conflict of Interest Code. The Consultant agrees to promptly submit a Statement of Economic Interest on the form provided by Agency upon receipt.

No person previously in the position of director, officer, employee or agent of the Agency may act as an agent or attorney for, or otherwise represent, the Consultant by making any formal or informal appearance, or any oral or written communication, before the Agency, or any officer or employee of the Agency, for a period of twelve (12) months after leaving office or employment with the Agency if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

23. PUBLICITY

The Consultant, its employees, subcontractors, and agents will not refer to the Agency, or use any logos, images, or photographs of the Agency for any commercial purpose, including, but not limited to, advertising, promotion, or public relations without the Agency's prior written consent. Such written consent will not be required for the inclusion of the Agency's name on a customer list.

24. WAIVER

A waiver of any requirement of this Agreement must be in writing by an authorized representative of the party waiving the requirement. The waiver by either party of a breach of any requirement of this Agreement will not be deemed a waiver of any such breach in the future or of a breach of any other requirement.

25. INTERPRETATION

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

26. ENTIRE AGREEMENT

This Agreement including any exhibits or attachments, constitutes the complete agreement between the parties and supersedes any prior agreements, promises, and understandings whether written or oral. This Agreement may be modified or amended only by written instrument signed by both the Consultant and the Agency. In the event of a conflict between the terms and conditions of this Agreement and any Exhibit, the terms of this Agreement will control.

27. NO THIRD PARTY RIGHTS

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

28. SEVERABILITY

If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable for any reason, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event such provision will be severable and will not affect the validity or enforceability of any other provision.

29. BINDING ON SUCCESSORS

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

30. AGENCY WARRANTIES

The Agency makes no warranties, representations, express or implied, beyond such as are explicitly stated in this Agreement.

31. APPLICABLE LAW

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

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

BAY AREA WATER SUPPLY & CONSERVATION AGENCY

By: _____ Date: _____

Title: _____

CONSULTANT

By: _____ Date: _____

Title: _____

Taxpayer ID Number: _____