



REQUEST FOR PROPOSALS

CITY OF SANTA MONICA

Bay Saver Water-Efficiency Program

March 5, 2010

Proposals will be received until **5:00 p.m., April 15, 2010**

at the City of Santa Monica

Office of Sustainability and the Environment

200 Santa Monica Pier, Suite C

Santa Monica, CA 90401

Kim O'Cain

kimberly.ocain@smgov.net

(310) 458-8459

www.sustainablesm.org/water

REQUEST FOR PROPOSALS

The City of Santa Monica (City) is seeking an established water and/or energy conservation implementation Consultant (Consultant) to implement, manage, track and report on the Bay Saver Water-efficiency Program (Program) that will provide services to assist City of Santa Monica water customers save water. This proposal is for a three-year period, July 1, 2010 through June 30, 2013.

About City of Santa Monica

The City of Santa Monica is an 8.3 square mile coastal city in Los Angeles County. The City provides water and wastewater services to approximately 17,000 customers.

Background

In the 1990's the Santa Monica City Council adopted programs to encourage residents and businesses to reduce water use through the installation of more efficient water fixtures, such as toilets, faucets and showerheads. In September 1994, the Council adopted the Santa Monica Sustainable City Plan (SCP). This plan was developed to create the basis for a more sustainable way of life -- helping the City meet its current needs without compromising the ability of future generations to do the same. Specifically, goals of the SCP include reducing resource consumption, reducing waste generation and pollution, and safeguarding the local environment and public health.

The City's Bay Saver Water-efficiency Program strongly supports the SCP through the reduction of water consumption and the safeguarding of the local environment and public health. The SCP water savings goal is a 20% reduction in city-wide water use by the end of 2010. The Bay Saver Program is a set of best management practices to assist in reaching this goal.

Respondents are encouraged to review the City of Santa Monica Office of Sustainability and the Environment's website for details about the SCP, specifically water efficiency:

www.sustainablesm.org.

Proposed Time Schedule

March 15, 2010	Release of RFP solicitation
April 5, 2010	Questions from Consultants Due by 4:30 p.m. PDST
April 12, 2010	RFP Submittal Closing Date and Time, 4:30 p.m. PDST
April 16, 2010	Interview, 9:00 a.m. to 12:00 p.m. PDST
May 25, 2010	Contract awarded
July 1, 2010	Program implementation begins

Program Services

The Program includes:

- Customer Service
- Database Tracking
- Enforcement of Water-efficiency Ordinances
- Rebate/Grant Processing
- Retrofit Upon Sale Compliance Certification
- Bay Saver Fee Inspections

The Consultant shall provide the following services:

- Customer Service
- Outreach
- Technical Assistance
- Recordkeeping
- Data Entry
- Enforcement
- Rebate/Grant Processing
- Certificate Of Compliance Processing
- Installation Verification
- Reporting Services To The City

Scope of Services

The following tasks are to be completed by the Program Consultant:

Customer Service

Consultant shall be responsible for providing customer services for the Program. The customer service to be provided by the Consultant includes, but is not limited to:

- Developing, staffing and operating a Program customer service center to respond to customer telephone inquiries, mail and/or emails, including inquiries related to Program eligibility, rebate/grant amounts and status, financing assistance, devices and equipment covered under the Program, technical assistance (installation, operation, etc.), installation verification, and other Program elements.
- Maintaining the Bay Saver toll-free hotline phone number, including monthly utility charges. The incoming call center shall be staffed with qualified personnel who shall assist and answer questions during regular business hours. Consultant shall have capability to accept recorded messages from callers. Personnel should return calls within 24 hours during the business week.
- Maintaining appropriate records on customer calls and inquiries and forwarding those records to the City on an as-requested basis.
- Responding to information requests from the City.

Database Tracking

The Consultant will be responsible for database tracking of all Bay Saver Program activity. The database tracking to be provided by the Consultant includes, but is not limited to:

- City will provide and be responsible for its proprietary web-based database. Consultant will be trained, at City expense, on the use of the database including entry and reporting.
- The database is the property of the City. All information contained within database shall be confidential and shall not be used for any other purpose, disclosed to persons or organizations not involved in this Program, nor accessed without a specific Program purpose or permission from the City.
- Consultant shall ensure that adequate hardware and software are provided for use in the Program. The City will be responsible for its own computer hardware and dedicated telephone line. The phone line and web address are the property of the City.
- Consultant shall work with the City to ensure that the Program databases are compatible at the beginning of this program, during the transition period, as well as the end of this Program, transitioning to a new vendor at the end of the three-year term. The Consultant shall provide hard copy back-up documentation.
- Consultant will work with City and Database Engineers to provide suggestions for enhancing the web-based database system to meet future programming needs.
- In the event that the web-based database does not include the necessary tools to enter data for a new program, the Consultant will be responsible for developing and maintaining a database that is compatible with City software, either in Excel or Access, until the web-based system offers that functionality.
- Consultant shall enter data in GIS format to record and track all elements of the Program, including but not limited to:
 - application and number for tracking purposes
 - type of application (rebate, retrofit upon sale, bay saver fee, grant, etc.)
 - date of application
 - type of participating customer (single-family, multi-family, commercial, etc.)
 - end-user (customer) name, billing address including zip code, and contact name and phone number
 - water account number
 - social security number as required
 - installation location address including separate fields for address, city, and zip code.
 - device/equipment specification (types, brands, models, etc.)
 - number of devices/equipment installed at installation location
 - acre-feet of water savings
 - cost of intervention (exclusive of rebate amount)
 - rebate amounts for each device/equipment and payee name, address, and telephone number; source of rebate funds

- date of device/equipment installation
- status of verification effort by vendor (verification date and results)
- place of purchase
- company name and Consultant name of inspection and installations
- inspection results
- compliance certificate number
- realtor and escrow agent contact information
- any other fields that may be required by the City

Rebate Processing and Payment –

See www.sustainable-sm.org/rebate for current rebate programs.

The rebate programs include but are not limited to weather-based irrigation controllers, rotary nozzles, downspout redirects, rain barrels, cisterns, landscape grants.

Target per year: 100 downspout redirect (\$4,000 per year)

100 rain barrels (\$10,000 per year)

50 cisterns (\$25,000 per year)

50 landscape grants

The Consultant shall establish and operate a rebate processing system, including, but not limited to:

- distributing rebate application forms upon request
- application review and approval process
- database-tracking
- inspection verification (100% verification for landscape related equipment)
- tracking customer satisfaction
- weekly, quarterly and annual reporting to City or as requested

Note: City processes and mails check to customer

Retrofit Upon Sale Compliance

See www.sustainable-sm.org/rus for current program.

City ordinance requires any property sold in Santa Monica to be retrofitted with ultra-low flow toilets, showerheads and faucets. The City certifies plumbing Consultants to perform the inspection of these devices. Plumbers may charge customers for this inspection service.

Target per year: 1500 single-family, 100 commercial

The Consultant shall establish and operate a retrofit upon sale processing system, including, but not limited to:

- maintaining a list of City-certified plumbing Consultants (initial list provided by City)
- reproducing and distributing retrofit upon sale application forms upon request
- reproducing and distributing applications to realtors and escrow companies within Santa Monica and Los Angeles once a year or as program requirements change

- system to receive application fee payment to cover Consultant cost of processing certificate
- application review and approval process
- plumber inspection form review and approval process
- issuing compliance certificate via fax and mail to escrow company and/or seller, buyer
- database-tracking
- weekly, quarterly and annual reporting to City or as requested

Bay Saver Fee

See www.sustainablesm.org/water for efficiency rules and regulations

City ordinance requires residential water customers to pay a surcharge, otherwise known as the Bay Saver Fee, for property that has not been completely retrofitted with ultra-low flow toilets, showers and faucets. Once the property has been retrofitted, a free on-site verification inspection is done. Upon verification, the Bay Saver Fee is removed.

Target per year: 100 residential inspections

The Consultant shall establish and operate a Bay Saver Fee processing system, including, but not limited to:

- inspection verification upon request from customer or City staff
- database-tracking
- weekly, quarterly and annual reporting to City or as requested

Enforcement

See www.sustainablesm.org/water for efficiency rules and regulations

Enforcement of the City's water-efficiency related ordinances. The Consultant shall establish an enforcement process, including, but not limited to:

- answering questions about the ordinances
- one patrol per week for violations of water-efficiency ordinances
- data entry and violation processing
- on-site compliance inspection as requested by customer or City staff
- weekly, quarterly and annual reporting to City or as requested

Outreach

Efforts may include but are not limited to public outreach, fixture rebates, fixture giveaways, inspections of water fixtures.

- updating phone message on Bay Saver hotline to reflect current water shortage status
- distributing outreach materials, such as flyers, brochures and applications to city offices, local retailers, etc on a weekly basis and/or upon request
- assist with outreach workshops

INSTRUCTION FOR BIDDER

Contract Requirements

Carefully review the attached sample contract and scope of work prior to submittal. The winning bidder must meet all contract requirements.

Term of Contract

The proposed term is July 1, 2010 through June 30, 2013.

Request for Costs

Costs not to exceed \$90,000 per year.

The Consultant should include a proposed cost for the administration of the Bay Saver Program tasks listed above and detailed in the attached scope of work of the sample contract. The estimate can be based upon a per transaction basis or a flat monthly fee or a combination of both. Please provide a detailed budget breakdown to support your proposed costs.

Consultants must pay their employees and/or sub Consultants that work on the Program a minimum of \$12.97 per hour as per the City's Living Wage Ordinance. Check out the website at <http://www01.smgov.net/finance/purchasing/> for updates and information.

Submittal Format and Deadline

Please submit your proposal according to the following format:

1. **Describe Consultant or Consultant team.** Include office location(s), a general description of the Consultant(s) history, past work and areas of expertise. Identify specific individuals proposed to work on this project and their specific responsibilities.
2. **Describe qualifications of the Consultant or Consultant team.** Describe previous projects that have incorporated administration of programs with rebates and direct installation type tasks, especially for water conservation.
3. **Describe the manner in which all project tasks will be undertaken in an efficient and cost-effective manner.**
4. **Provide three references from previous clients for whom similar work has been performed.**
5. **Include email address**
6. **Use recycled or tree free paper**
7. **Double sided copies only**
8. **No binders, report covers or unnecessary attachments**
9. **Submit three (3) copies**

Please submit **three copies** of the proposal to:

By Mail Or In Person/Courier

Kim O'Cain

City of Santa Monica
Office of Sustainability and the Environment
200 Santa Monica Pier, Suite C
Santa Monica, CA 90401
RFP - Bay Saver Program

The proposal must be accepted at the above noted address **no later than 5:00 p.m. Thursday, April 15, 2010**. Postmarks will not be accepted.

Selection Process

- A selection panel made up of City staff from the Office of Sustainability and the Environment (OSE) will review the proposals and develop a short list of finalists for further consideration. The selection panel will interview the finalists and choose the Consultant to be awarded the contract.
- The successful bidder will be expected to attend two meetings with OSE staff during the months of June and July 2010 to review the existing program and discuss potential changes for improvement.

Award of Contract

After a Consultant is selected, the award of a Contract (Agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by Santa Monica City Council.

Insurance

If awarded the bid, the Consultant must comply with proper and complete insurance requirements and must obtain a City of Santa Monica Business License prior to commencement of job.

Awardee will be required to provide and maintain proof of insurance in the following minimum limits:

- 1) **Commercial General Liability Insurance**
Consultant shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) **Business Auto Liability Insurance**
Consultant shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident.
- 3) **Professional Liability (Errors and Omissions) Insurance**
Consultant shall maintain professional liability insurance appropriate to the consultant's profession with a limit not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate. Architects' and engineers' coverage is to be endorsed to include contractual liability.

4) **Workers' Compensation and Employer's Liability Insurance**

Consultant shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

Consultant shall include all sub consultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultant shall be subject to all of the requirements stated herein.

Important notes

- **General Liability** – the City of Santa Monica must be endorsed as “additional insured” on the policy.
- **Workers' Compensation** – the waiver of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers must be endorsed on the policy.
- **Acceptability of Insurers** – insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.
- **Business/Delivery License** – please call 310-458-8745 or visit our website for further information at <http://www01.smgov.net/finance/licenses/>

If you have any questions, please contact Kim O'Cain at (310) 458-8459 or kimberly.ocain@smgov.net.

Sincerely,



Kim O'Cain
Water Resources Specialist

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, entered into this ____ day of _____, _____ (the "Execution Date"), by and between the CITY OF SANTA MONICA, a municipal corporation ("City"), and _____ ("Consultant"), is made with reference to the following:

RECITALS:

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The Consultant is qualified to do business, and is doing business, in the State of California. Consultant represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Agreement.

C. The City and Consultant desire to enter into an agreement for the Consultant to provide professional services to the City as set forth herein, upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

AGREEMENT

SECTION 1. TERM.

This Agreement shall commence on the Execution Date, and shall terminate upon the completion of the services required by this Agreement, or the ____ day of _____, whichever is earlier, unless terminated earlier as set forth herein.

SECTION 2. SERVICES TO BE PERFORMED BY CONSULTANT.

Consultant shall perform all of the services ("Services") that are more fully set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The Services shall be completed in accordance with Exhibit B, Budget, attached hereto and incorporated herein.

SECTION 3. SERVICES TO BE PERFORMED BY CITY.

City shall perform the following services:

A. Make available to Consultant any currently existing documents, data or

information pertinent to the Services.

B. Designate a representative authorized to act on behalf of City.

C. Promptly examine and render findings on all documents submitted for staff review by Consultant.

SECTION 4. COMPENSATION.

Consultant shall be compensated for Services performed pursuant to this Agreement in an amount not to exceed _____ Dollars (\$_____), as set forth in Exhibit B, Budget.

SECTION 5. NOTICES.

All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

A. All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

[Department/Division Name]
City of Santa Monica
1685 Main Street
Santa Monica, California 90401
Attention: _____ [add name]

with a copy to:

[Insert if any, otherwise delete]

B. All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attention: _____

SECTION 6. INDEPENDENT PARTIES.

Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City nor its officers or employees shall have any control over the conduct of Consultant or any of Consultant's agents, employees, or subconsultants, except as otherwise provided herein.

SECTION 7. INTEGRATED CONTACT.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this Agreement will be effective only by written execution signed by both City and Consultant, and approved as to form by the City Attorney.

SECTION 8. INSURANCE.

Prior to commencing work, Consultant shall procure, maintain and pay for insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or services hereunder by Consultant and Consultant's agents, representatives, employees or subconsultants for the duration of this Agreement. The requirements of insurance are set forth in Exhibit C, Insurance Requirements and Verifications, which is attached hereto and incorporated herein.

SECTION 9. COST OF LITIGATION.

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all reasonable costs, disbursements and expenses, and such amount as the court may adjudge to be reasonable attorney's fees.

SECTION 10. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.

Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively hereafter the "City") against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, arising from the negligent or willful acts, errors or omissions of Consultant or Consultant's officers, agents, employees or subconsultants, in the performance of services, activities or work conducted pursuant to this Agreement.

Consultant shall indemnify, defend and hold harmless City, from and against any and all claims and losses whatsoever, including reasonable attorney's fees occurring to or resulting from any and all persons, firms, or corporations employed or contracted by the Consultant or Consultant's subconsultants in connection with Consultant's services under this Agreement.

SECTION 11. PROHIBITION AGAINST TRANSFERS.

Consultant shall not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, sublease, hypothecation or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant or of any general partner or joint venturer or syndicate member of Consultant, if a partnership or joint venture or syndicate exists, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

SECTION 12. PERMITS AND LICENSES.

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all required business and professional permits, licenses and certificates.

SECTION 13. WAIVER.

A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

SECTION 14. TERMINATION.

In the event Consultant fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five (5) days after receipt by Consultant of City's written notice of default specifying the nature of the default and the steps necessary to cure the default, City may immediately terminate this Agreement by written notice. City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving ten (10) days written notice to Consultant. Upon termination of this Agreement, City shall pay to Consultant compensation earned and unpaid up to the effective date of termination.

SECTION 15. COMPLIANCE WITH LAW.

Consultant shall comply with all laws of the State of California and the United States, and all ordinances, rules and regulations enacted or issued by City. If such ordinances, rules or regulations enacted or issued by the City after the effective date of this Agreement significantly impact Consultant's performance of its obligations under this Agreement, equitable adjustment may be made to the time of performance, the compensation, or both, as appropriate.

SECTION 16. SANTA MONICA LIVING WAGE ORDINANCE.

This Agreement (☐ is ☐ is not) subject to the City of Santa Monica's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 ("Living Wage Ordinance") which requires the payment of Minimum Wage for work done on any contract to any worker who does not actually work as a manager, supervisor or confidential employee, and who is not required to possess an occupational license. The Living Wage Ordinance sets the Minimum Wage at \$13.05 per hour and provides for an annual adjustment each July 1st, by an amount corresponding to the previous calendar year's change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles, Riverside and Orange Counties. If this Agreement is subject to such Living Wage Ordinance, then the Consultant shall comply with all of its provisions. Failure to comply with the provisions of the Living Wage Ordinance shall be grounds for termination of this Agreement. Questions concerning the Living Wage Ordinance may be directed to the City Finance Department at (310) 458-8281.

SECTION 17. DISCRIMINATION.

Consultant shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, and shall comply with the requirements of City, state and federal law.

SECTION 18. NUISANCE.

Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

SECTION 19. RECORDS.

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the City for any services provided where compensation is on the basis of hourly rates, subconsultant costs, and/or other direct costs.

Consultant shall maintain records of service provided in sufficient detail to permit an evaluation of services. All records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Representatives of City or its designees shall be allowed free access to Consultant's books and records, and shall have the right to examine, audit and make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If City's audit discloses an error of five percent (5%) or more in information reported by Consultant and City's audit is correct, Consultant shall pay the cost of City's audit computed on the basis of four (4) times the direct payroll of the audit staff completing the audit and audit report.

SECTION 20. REPORTS.

Each and every final report, work product, map, record and other document reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement and delivered to the City shall be the exclusive property of City, including the originals of all notes, memoranda, sketches, letters and documents developed and received by Consultant.

Consultant shall furnish reports concerning the status of services required under this Agreement at City's request. No report, work product, map, record or other document given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior written approval by City. City shall not reuse or make any modifications to the designs, plans and specifications prepared by Consultant without the prior authorization of Consultant. The provisions of this Section shall apply to all materials developed by subconsultants pursuant to this Agreement unless otherwise authorized in writing by City prior to execution of any agreement with said subconsultants.

SECTION 21. STANDARD OF CARE.

Consultant agrees that all services performed hereunder, including services performed by any subconsultant, shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions.

SECTION 22. SUBCONSULTANTS.

Requests for subconsultants shall be submitted in writing, describing the scope of work to be contracted, the name of the proposed subconsultant, and the total price or hourly rates used in preparing an estimated cost for the subconsultant's services. The City may issue approval of the subconsultant in the form of a Work Order.

Consultant shall be responsible for the quality of all subconsultant work performed pursuant to this Agreement. Consultant may terminate and replace the services of any subconsultant, subject to the prior written approval by the City which shall not be unreasonably withheld or delayed. Every subcontract or agreement of any kind entered into between Consultant and subconsultant (or between any subconsultant and others) shall contain the following provision:

This agreement is consistent with the specified terms and conditions of the Agreement entered into between the City of Santa Monica and _____ on _____ (hereinafter referred to as the "Agreement") including, but not limited to: Section 2, Services to be Performed by Consultant; Section 4, Compensation; and Section 8, Insurance.

SECTION 23. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

MARIA STEWART
City Clerk

By: _____
ROD GOULD
City Manager

APPROVED AS TO FORM:

MARSHA JONES MOUTRIE
City Attorney

Consultant:
[ADD CONSULTANT'S NAME]

By: _____

Title: _____

ADMINISTRATION TASK

1. City will provide parking passes, safety vest, and camera.
2. City will provide access to ConserveTrack, a web-based application hosted by the City, for data entry and processing of Bay Saver related programs.
3. City will provide training for specific programs.
4. CONSULTANT will provide all necessary office space, materials, equipment, computer equipment, computer software, phone, fax, transportation for inspections and any other items/materials required to implement the Bay Saver Program.
5. CONSULTANT provides customer to City of Santa Monica water customers and staffs/checks messages for toll free Bay Saver line during normal business hours.
6. CONSULTANT will check emails from a City-provided email account that will automatically be forwarded to the consultant.
7. CONSULTANT will house all hard copy files and will provide a scan copy or fax copy as requested. At the end of the contract, the CONSULTANT will deliver all required hard copies, city-provided equipment, electronic files related to the Bay Saver Programs to the City.
8. CONSULTANT directs all customer complaints to City of Santa Monica immediately.

RESIDENTIAL BAY SAVER FEE PROGRAM

Target: 100 residential units/houses per year

Estimated Time: Inspection = 20 minutes per unit/house; Processing = 10 minutes per unit/house

1. CONSULTANT may be requested to perform inspections of residential properties to verify that toilets, showerheads, faucets and/or other water efficiency devices meet ordinance requirements for the removal of the Bay Saver Fee.
2. CONSULTANT will perform inspections of toilets, showerheads, and faucets for compliance and fill out the inspection form. Free products may be provided to the customer if supplies are available. Inspections will be performed according to the attached inspection protocol.
3. CONSULTANT will enter inspection data into the database.
4. CONSULTANT will email weekly a list of customer accounts for Bay Saver Fee removal.

RETROFIT UPON SALE PROGRAM

Certificate target goal: 1500 per year for single family; 100 CII per year
Estimated Time: Processing = 20 minutes per certificate.

1. CONSULTANT updates RUS Compliance Application and makes copies, as needed.
2. CONSULTANT mails, emails or faxes customer RUS Compliance Application upon request. Application can be found on the City's website at www.sustainablesm.org/rus.
3. CONSULTANT receives via fax or mail the completed RUS application, including the processing fee. Original signed copy required for processing.
4. If not complete, CONSULTANT assists in obtaining missing information either by contacting the applicant or searching the City databases.
5. CONSULTANT verifies via the database that the property is in the City of Santa Monica and the customer is a City of Santa Monica water customer.
6. CONSULTANT searches database to see if a prior certificate has been issued.
 - a. If a prior certificate has been issued, a new certificate can be issued without a verification inspection.
 - b. If the building was built in 1994 or later, no verification inspection is required and certificate can be issued.
 - c. If the property meets certain exemptions, an exemption letter can be issued. No verification inspection is required.
 - d. If the property is under construction or will be demolished, a waiver letter can be issued. Check with City staff for construction/demolition status.
 - e. If NO prior certificate has been issued, CONSULTANT will provide applicant with a list of certified plumbers that can perform the inspection. The customer will pay the plumber for the inspection.
7. If property fails inspection performed by certified plumber and necessary repairs/retrofits are performed by an individual not certified by Bay Saver, CONSULTANT will then perform a free-to-the-customer "post-inspection" at the property.
8. CONSULTANT receives inspection sheet via fax from plumber and a hard copy original within 48 hours of the inspection. If the property fails, the fixtures must be brought up to code. The plumbing contractor can provide that service but they are not required to the installations. If one of the certified plumbers does the installation, they must submit a new inspection form that shows the location, unit and information about the installation and mark that it passes. Consultant will enter this data into the database.
9. CONSULTANT enters data into database and saves a copy of the application and all related correspondence until the certificate has been processed. Only a copy of the certificate needs to be kept permanently.
10. CONSULTANT produces certificate and faxes/mails copy to escrow when within 5 business days of approval. Additional copies may be produced upon request.

LANDSCAPE GRANT PROGRAM

Target: 75 completed projects

- 1) Finish Processing ~20-25 projects from July 1, 2010-December 1, 2010
Estimated Time for Processing: 20 minutes per project
- 2) Process ~50 new projects not to exceed \$250,000 pending State releasing funds.
There is no guarantee that the State will release this funding.
Estimated Time for Processing: 45 minutes per project
1. CONSULTANT will answer questions about the program.
2. CONSULTANT will mail/email/fax applications upon request. Applications can be found at www.sustainablesm.org/rebate.
3. CONSULTANT will refer callers to Russell Ackerman at ext 8405 for specific landscape and irrigation questions or to schedule a meeting.
4. CONSULTANT will receive grant application, review application /plans for completion, enter applicant information into database, forward application and plans to Russell Ackerman for review.
5. If approved, CONSULTANT will enter data into database.
6. CITY will perform two inspections.
7. Upon final approval, CONSULTANT will generate an approval letter and email and mail to grantee with an attached invoice to be filled out by the grantee.
8. Upon receipt of the invoice and receipts, CONSULTANT will review for completeness and enter data into database and generate a payment memo to be emailed to City staff. CONSULTANT will follow-up to ensure that payment was made to grantee.
9. CONSULTANT will assist City staff in printing and mailing applicant and grantee correspondence as needed.
10. CONSULTANT will track budget and email City staff the balance of funds remaining once a month.

RAIN HARVEST REBATE PROGRAM

Downspout Redirect program: Target = 100 downspout redirects per year

Up to \$40 per downspout includes labor and materials. Applies ONLY to existing downspouts that drain directly to the street or alley, NOT to the landscape.

Rain Barrel program: Target = 100 rain barrels per year

Up to \$100 per barrel (up to 199 gallons per barrel), includes labor and materials; limited to 2 barrels for downspout; maximum 8 barrels per property.

Cistern program: Target = 50 cisterns per year

Up to \$250 per cistern (200-499 gallons per barrel), includes labor and materials; limited to 4 small cisterns per property.

Up to \$500 per cistern (over 500 gallons), includes labor and materials; limited to 2 large cisterns per property.

Estimated Time: Inspection = 20 minutes property; Processing= 20 minutes per application

1. CONSULTANT, INC will email/mail the rebate application. It will also be available on the City's website at www.sustainablesm.org/runoff and www.sustainablesm.org/rebates.
2. CONSULTANT will continue to be made aware of ongoing marketing.
3. CONSULTANT provides information to customers on the rebate program via phone etc.
4. CONSULTANT will receive and process completed applications.
5. CONSULTANT will determine if the application meets the criteria. If so, an approval letter will be mailed/emailed.
6. CONSULTANT will enter all data into database.
7. Customer will submit invoices to City for reimbursement and schedule and inspection.
8. CONSULTANT will perform final inspection and take photos of the installed product(s); ensure all requirements are met and request additional information as requested by City staff.
9. Upon passing final inspection, CONSULTANT will enter information into the database.
10. CONSULTANT will review submitted invoices, enter data into database, generate a payment memo to be given to City staff.
11. CONSULTANT will follow-up to ensure that payment was made to grantee.
12. City will issue rebate check to customer for qualified expenses. Checks will be issued within four (4) weeks.
13. CONSULTANT will assist City staff in printing and mailing applicant correspondence as needed.
14. CONSULTANT will track budget and email City staff the balance of funds remaining once a month.

WATER CONSERVATION ORDINANCE ENFORCEMENT

Estimated Time for Patrol = 2-4 hours (~20-40 violations) per week

Estimated Time for Processing/Follow-up = 15 minutes per violation

1. CONSULTANT will perform scheduled patrols for enforcement of the City's water conservation ordinances and follow city, state, and federal laws related to enforcement of these ordinances. CONSULTANT will also respond to calls from the public/city staff regarding potential violations.
2. CONSULTANT will take photos of violation if possible using city provided camera.
3. CONSULTANT will enter data about violation in city provided database and save the photo in the database.
4. CONSULTANT will generate a warning letter to the responsible party using the City's database within 3 business days of the violation. Letters related to leaks will be sent immediately and property owner called.
5. CONSULTANT will mail the letter within one business day after data entry.
6. CONSULTANT will follow-up with customers to assist with compliance.
 - a. This may include a customer calling or emailing to let the City know that they fixed the problem and are in compliance. CONSULTANT will enter this into the database.
 - b. This may include an on-site visit to clarify recommendations that were provided in the warning letter or to verify compliance if requested by the customer.
 - c. This may include sending more information to the customer or his/her agent or gardener.
7. CONSULTANT will inform City staff if there are multiple violations at the property so that staff can determine if a citation needs to be made. City staff will issue citations.

EXHIBIT B

BUDGET

SAMPLE

EXHIBIT C

INSURANCE REQUIREMENTS AND VERIFICATION

Professional Services Insurance Requirements (for Non Public Works Contracts)

Consultant's Insurance

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant and its agents, representatives, employees, or subconsultants. The cost of such insurance shall be included in Consultant's bid.

Without in any way affecting the indemnity provided, the Consultant shall secure before commencement of the work and throughout the Agreement the following types and amounts of insurance:

Minimum Limits of Insurance

Consultant shall obtain insurance of the types and in the amounts described below:

- 1) **Commercial General Liability Insurance**
Consultant shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) **Business Auto Liability Insurance**
Consultant shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident.
- 3) **Professional Liability (Errors and Omissions) Insurance**
Consultant shall maintain professional liability insurance appropriate to the consultant's profession with a limit not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate. Architects' and engineers' coverage is to be endorsed to include contractual liability.
- 4) **Workers' Compensation and Employer's Liability Insurance**
Consultant shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

Minimum Scope of Insurance

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.
- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- 3) If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after final completion. The "Retro Date" must be shown, and must be before the date of the contract or beginning of contract work.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- 1) The City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant; and 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. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 26 or a

substitute providing equivalent coverage. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

- 2) For any claims related to this project, the Consultant's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- 3) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

General Liability, Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Consultant in the performance of services under the contract.

All Coverages

- 1) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.
- 2) If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Consultant, City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

Verification of Coverage

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subconsultants

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultant shall be subject to all of the requirements stated herein.