

**Castaic Lake Water Agency
Social Marketing and Branding Evaluation Consultant**

**Request for Proposal
February 2012**



Proposals will be received until 3:00 p.m., February 29, 2012

Castaic Lake Water Agency – Administration Building

27234 Bouquet Canyon Road, Santa Clarita, CA 91350

DESCRIPTION OF CLWA AND PROJECT:

ABOUT CLWA

The Castaic Lake Water Agency (CLWA) is a public water agency that serves an area of 195 square miles in Los Angeles and Ventura Counties. CLWA is a water wholesaler that provides over half of the water used by Santa Clarita Valley (SCV) households and businesses. The mission of CLWA is to provide reliable, quality water at a reasonable price to the SCV. CLWA operates three treatment plants, three pump stations, three storage facilities and over 45 miles of transmission pipelines. CLWA supplements local groundwater supplies managed by local water retailers with State Water Project water from northern California and other imported sources. CLWA also manages groundwater banking programs in Kern County. This water is treated and delivered prior to delivery to the local water retailers. The four retail purveyors served by CLWA are Los Angeles County Waterworks District #36, Newhall County Water District, Valencia Water Company and a division of CLWA, the Santa Clarita Water Division. More information can be found on the website www.clwa.org.

ABOUT THE PROJECT

CLWA seeks a consultant to evaluate the effectiveness of a social marketing and branding campaign in the summer of 2012. CLWA has a contract with a social marketing and branding company that has instituted a local social marketing and branding campaign that focuses on water use efficiency (water conservation) and understanding the value of water. The campaign, "What's Your H2O Solution?" solicits water conservation ideas and rewards water savers. This RFP is for the evaluation of that social marketing and branding campaign.

CLWA reserves the right to:

- i. Reject any or all Proposals
- ii. Select the Proposal most advantageous to CLWA
- iii. Verify all information submitted in the Proposal
- iv. Withdraw this solicitation at any time without prior notice and furthermore, makes no representations that any contract will be awarded to any Respondent responding to this solicitation
- v. Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as CLWA may deem to be in its best interests
- vi. Negotiate the final contract with any Respondent(s) as necessary to serve the best interests of CLWA
- vii. Amend this solicitation
- viii. Amend the scope of work during the contract term
- ix. Amend the final contract to incorporate necessary attachments and exhibits or to reflect negotiations between CLWA and the successful Respondent
- x. Terminate the project at any time, if it is determined that such termination is in the best interest of CLWA

ANTICIPATED PROPOSAL SCHEDULE

This solicitation is subject to the following schedule:

RFP Released	Monday, February 13, 2012
Questions due to CLWA	Monday, February 20, 2012
Questions returned to respondents	Friday, February 24, 2012
RFP Due	Wednesday, February 29, 2012 (3:00 p.m.)

ABOUT PROPOSALS

The information to be covered in the response to the RFP is described in detail in this section.

PROPOSAL FORMAT

Proposals (response to the RFP) must be clear, accurate and comprehensive.

Proposers must submit one original proposal.

PROPOSAL SECTIONS

Below are descriptions of what should be included in each of the sections of the proposal:

1. Executive Summary

This should include a brief description of the proposer's program approach and an introduction of the program team.

2. Scope of Work

This section shall include the technical information about the proposer's program approach and scope of work. CLWA is open to a variety of approaches to assess the impact of the social marketing and branding campaign. In the past a phone survey at the conclusion of the campaign has been used, but CLWA is interested in assessing the impact of the campaign with assessment of the baseline (before the campaign) as well as after the campaign concludes.

Items to be covered in the scope include:

- ◆ Strategy
- ◆ Sample size
- ◆ Accuracy rate
- ◆ Cost

Some sample questions based on a previous survey conducted in 2010 for assessment of a previous campaign are included as Attachment B. For this campaign evaluation, questions may be modified with consultant input.

3. Project Team

This section shall include a description of the proposer's company and key staff. Clearly state the organizational structure of the team, and include resumes for all key personnel assigned to the project. Any subcontractors should be clearly identified. List the qualifications of the Program Manager, who will be the primary point of contact with CLWA during the life of the contract. Substitution by the successful proposer of key staff, including the Program Manager, shall not be allowed without prior written approval by CLWA.

4. Cost Proposal

Each proposer shall clearly state the total cost as well as appropriate subtotals. The existing budget for this project is \$30,000; however, CLWA reserves the right to award a contract for a more limited evaluation effort at a reduced amount.

5. Qualifications and References

Describe the experience and abilities in completing similar work, including at least three (3) different client references from a minimum of three different projects within the past five years. Each reference should include the client name, phone number, address, description of the project, date the project was completed, term of the project, the original project budget and the final project cost. Emphasis should be placed on work performed for agencies with similar responsibilities as CLWA.

EVALUATION OF RESPONSES TO THE RFP

The evaluation will commence following the RFP closing date. The evaluation process is expected to be completed within approximately two weeks. Proposers will be notified via U.S. mail or e-mail regarding status of the proposal evaluation process.

A proposer may be selected for further negotiations regarding the agreement's terms and conditions. If satisfactory agreement provisions cannot be reached, then negotiations may be terminated. CLWA may then select another firm for agreement negotiation. This sequence may continue until an agreement is reached.

PROPOSAL AMENDMENTS AND CLARIFICATIONS

Proposers are encouraged to carefully review the RFP in its entirety prior to submitting a proposal. CLWA may amend the Request for Proposals (RFP), and would do so by issuing a Notice of Amendment to all proposers. Proposers may only modify proposals if the modifications are received before the deadline for submission of proposals.

Proposers requesting clarification pertaining to this RFP must submit all requests by **3:00 p.m. on February 20, 2012** to Stephanie Anagnoson at sanagnoson@clwa.org or (661) 513-1231. CLWA reserves the right to choose whether or not to answer any questions related to this RFP. If CLWA responds to any questions, the information will be transmitted primarily by e-mail in the form of an amendment to the RFP and posted on-line. The information would be presented to all firms that received a copy of the RFP or submitted questions.

PUBLIC RECORD

All proposals become the property of CLWA, which is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Contractor/proposer proprietary information is contained in documents submitted to CLWA, and Contractor/proposer claims that such information falls within one or more CPRA exemptions, Contractor/proposer must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific page(s) and lines containing the information. Despite what is labeled as confidential, proprietary or trade secret shall be determined by law. Any Contractor or proposer that includes a blanket statement of limitation, which would prohibit or limit public inspection, may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information.

Generally, each proposal and all documentation, including financial information, submitted by a Contractor/proposer to CLWA is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA. *California Government Code, Sections 6250 – 6270.*

STANDARD CONTRACT AND INSURANCE PROVISIONS

The successful bidder will be required to enter into a contract with CLWA and provide proof of insurance as shown in the CLWA Standard Contract and Insurance Requirements in Attachment A.

RESPONSE DEADLINE

PROPOSAL SUBMISSION

Proposals may be considered non-responsive if they are not complete, do not include all required materials or do not follow the required format. CLWA is not responsible for proposals that are lost, damaged, mislabeled or otherwise are not received at CLWA headquarters by the deadline.

All documents submitted in response to this RFP will become the property of CLWA. Only written proposals will be considered and must be delivered no later than **3:00 p.m. on February 29, 2012** (PST) to the following address:

Castaic Lake Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350-2173
Attn: Stephanie Anagnoson

All applications submitted will be marked with the time and date. Timely submission of proposals is the sole responsibility of the proposer. All proposals delivered after **3:00 p.m. on February 29, 2012** will be returned to the proposers. CLWA reserves the right to determine the timeliness of all applications submitted. CLWA reserves the right to reject all proposals.

Attachments:

- ◆ Attachment A – Standard Contract and Insurance Provisions

- ◆ Attachment B – Sample Questions and Narration for Assessment of the Campaign

CLWA STANDARD CONTRACT
SMALL PROFESSIONAL SERVICES AGREEMENT (less than \$50,000)

Project Manager to fill in for and/or delete blue text

**Professional Services Agreement
Castaic Lake Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350
Telephone (661) 297-1600 FAX (661) 297-1611**

AND

Firm Name:	
Address Line 1:	
Address Line 2:	
Telephone Number:	
Federal Tax ID Number:	

This Agreement (Agreement) between Castaic Lake Water Agency, (CLWA), and **FIRM NAME** (Contractor) to **DESCRIPTION OF TASK/SERVICE/WORK PRODUCT** is effective as of the last date signed below.

1. SCOPE OF WORK AND COST

The undersigned Consultant shall provide services as follows:

DESCRIPTION OF SCOPE OF WORK, IF NECESSARY ATTACHED AS EXHIBIT A AND BY THIS REFERENCE INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

Contract Price \$: _____

Completion Date: _____

1.1. **Billing** – All invoices submitted for payment must indicate the contract agreement number and are to be mailed to Castaic Lake Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA. 91350, attention: Accounts Payable. Payment terms shall be Net 30 days from the receipt of the invoice.

1.2. **Independent Contractor; Agency** - The Consultant is acting hereunder as an independent contractor and not as an agent or employee of CLWA. The Consultant is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Except as expressly provided herein, the Consultant is not eligible to receive overtime, vacation or sick pay.

The 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 CLWA.

- 1.3. **Extra Services** - Before performing any services outside the scope of this Agreement ("Extra Services"), Consultant shall submit a written request for approval of such Extra Services and receive written approval from CLWA. CLWA shall have no responsibility to compensate Consultant for any Extra Services provided by Consultant without such prior written approval.

2. RISK TRANSFER PROVISIONS

- 2.1. **Workers' Compensation Insurance** - By Consultant's authorized signature on the Professional Services Agreement ("Agreement") to which these Risk Transfer Provisions are attached, Consultant certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing the performance of the work of this Agreement.
- 2.2. **Indemnification** - Consultant shall indemnify and hold harmless and defend Castaic Lake Water Agency, its directors, officers, employees, or authorized volunteers and each of them from and against:
 - 2.2.1. When the law establishes a professional standard of care for Consultant's services, liabilities and losses arising out of the performance non-performance of the services under this Agreement, but only to the extent caused by the Consultant's intentional or negligent acts, errors or omissions committed. 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 negligent performance or non-performance of the services hereunder, and shall not tender such claims to Castaic Lake Water Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
 - 2.2.2. Other than in the performance of professional services, all claims and demands arising out of the negligent performance or non-performance by the Consultant or Consultant's employees for damages to persons or property of the Castaic Lake Water Agency, its directors, officers, employees, or authorized volunteers.
 - 2.2.3. 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 intentional or negligent violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.
 - 2.2.4. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, including but not only costs of counsel acceptable to the Castaic Lake Water Agency, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to perform its operations and that result in bodily injury or property damage. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings that may be brought or instituted against Castaic Lake Water Agency or its directors, officers, employees, or authorized volunteers.

Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Castaic Lake Water Agency or its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings if arising as provided in the previous subsections of this Section.

Consultant shall reimburse Castaic Lake Water Agency or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Castaic Lake Water Agency or its directors, officers, employees, or authorized volunteers.

Notwithstanding the foregoing, Consultant shall not at any time be responsible for any claims, liabilities, or demands arising from CLWA's misconduct or negligence.

3. GENERAL CONDITIONS

- 3.1. **Laws, Regulations and Permits** - The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs arising therefrom.
- 3.2. **Safety** - The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

4. REQUIRED INSURANCE

4.1. **Liability Insurance** - The Consultant shall provide and maintain at all times during the performance of the work under this Agreement, the following commercial general liability, professional liability and automobile liability insurance:

4.2. **Coverage** - Coverage shall be at least as broad as the following:

4.2.1. Coverage for Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement.

4.2.2. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

4.2.3. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (non-owned, and hired automobiles)

4.3. **Limits** - The Consultant shall maintain limits no less than the following:

4.3.1. Professional Liability – Two million dollars (\$2,000,000) per claim and annual aggregate.

4.3.2. General Liability – Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Castaic Lake Water Agency) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

4.3.3. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

4.4. **Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

4.4.1. The Castaic Lake Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Castaic Lake Water Agency, its directors, officers, employees, or authorized volunteers.

4.4.2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the Castaic Lake Water Agency, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Castaic Lake Water Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it.

4.4.3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the Castaic Lake Water Agency, its directors, officers, employees, or authorized volunteers.

4.4.4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Such liability insurance shall indemnify the Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Castaic Lake Water Agency.

All of the insurance shall be provided on policy forms and through companies satisfactory to the Castaic Lake Water Agency.

- 4.5. **Workers' Compensation and Employer's Liability Insurance** - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- 4.6. **Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the Castaic Lake Water Agency. At the option of the Castaic Lake Water Agency, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- 4.7. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the Castaic Lake Water Agency.
- 4.8. **Evidences of Insurance** - Prior to execution of the Agreement, the Consultant shall file with the Castaic Lake Water Agency a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that

coverage includes or has been modified to include Required Provisions 4.4.1 through 4.4.4.

The Consultant shall, upon demand of the Castaic Lake Water Agency, deliver to the Castaic Lake Water Agency such policy or policies of insurance and the receipts for payment of premiums thereon.

4.9. **Continuation of Coverage** - If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Castaic Lake Water Agency at least ten (10) days prior to the expiration date.

4.10. **Sub-Consultants** - In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

5. TERM OF THE AGREEMENT

5.1. **Period of Services** - This Agreement between CLWA and Consultant is for a term of **NUMBER OF MONTHS**, beginning **DATE** and ending **DATE**, subject to the termination provisions herein.

5.2. **Termination** - CLWA may terminate this Agreement for any reason by giving Consultant at least thirty (30) days prior written notice of such termination. Such termination shall not relieve CLWA from responsibility for payment for Services rendered by Consultant prior to the date of termination but shall relieve CLWA of its obligations for the full payment of compensation due under the Agreement for the Services of Consultant after the notice of termination. **[NOTE – 30 DAYS MAY BE TOO LONG, DEPENDING ON NATURE OF SERVICES.]**

5.3. **Termination for Cause** - CLWA may terminate the Agreement for cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

5.3.1. Material breach of the Agreement by Consultant

5.3.2. Cessation of Consultant to be licensed, as required by law

5.3.3. Failure of Consultant to substantially comply with any applicable federal, state or local laws or regulations

5.3.4. The voluntary or involuntary filing of any petition under any law for the relief of debtors with respect to Consultant

5.3.5. Conviction of Consultant of any crime other than minor traffic offenses

5.4. **Compensation Upon Termination** - If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated as provided herein for all Services and approved Extra Services performed prior to the date of such termination.

5.5. **Completed Work and Work Product** - In the event of termination or completion of the Services under the Agreement, Consultant shall, at CLWA's request, promptly surrender to CLWA all completed work and work in progress and all materials, records

and notes developed, procured, or produced pursuant to the Agreement. Consultant may retain copies of such work product as a part of its record of professional activity.

6. OWNERSHIP OF DOCUMENTS AND DISPLAYS

All original written or recorded data, documents, graphic displays, reports or other materials which contain information relating to the Consultant's performance hereunder and which are originated and prepared for CLWA pursuant to the Agreement shall be "work for hire" and shall be the property of CLWA. The Consultant hereby assigns all of its right, title and interest therein to CLWA, including but not limited to any copyright interest. In addition, CLWA 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 CLWA pursuant to this Agreement and to authorize others to do so.

To the extent that the 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 CLWA shall acquire no right or interest in such property.

7. ASSIGNMENT PROHIBITED

The Consultant shall not assign, transfer, convey, or otherwise dispose of its rights, title or interest in or to this Agreement or any part thereof without the previous written consent of CLWA.

8. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

8.1. **Designated Representatives** - The CLWA representative designated below shall be the principal representative of CLWA for purposes of the Services that are the subject of this Agreement. Consultant shall designate, in writing, Consultant's project engineer and/or project manager for the performance of the Services under this Agreement, which designation shall be subject to CLWA's reasonable approval.

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

CLWA Representative:

NAME AND ADDRESS

Consultant:

NAME AND ADDRESS

8.2. **Notices** - 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 fax or by registered or certified mail, postage prepaid, return receipt requested to the address set out below and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communications shall be

given changes, written notice of such change shall be given, in accordance with this section within five (5) working days.

9. MISCELLANEOUS PROVISIONS

- 9.1. Integration – This Agreement represents the complete agreement of the parties and supersedes any other agreements between the parties, whether written or oral.
- 9.2. No Waiver – No waiver by either parties of any term or condition of this Agreement shall be a continuing waiver thereof.
- 9.3. Modification – This Agreement only may be amended in writing, signed by all parties.
- 9.4. Attorneys’ Fees – In any proceeding to enforce this Agreement, the prevailing party shall be entitled to attorneys’ fees and costs in any amount determined by the court.
- 9.5. Choice of Laws/Venue – This Agreement shall in all respects be governed by the laws of the State of California applicable to Agreement executed and to be wholly performed with the State. Any action regarding this Agreement shall be brought in Los Angeles Superior Court, Central/Downtown Division.
- 9.6. Counterparts – This Agreement may be executed in separate counterparts that, together, shall constitute and be one and the same instrument.
- 9.7. No Presumption Regarding Drafter – The parties to this Agreement acknowledge that its terms and provisions have been negotiated and discussed among them and that it reflects their mutual agreement regarding its subject matter. Therefore, neither party shall be deemed to be the drafter of this Agreement and there shall be no presumption for or against the drafter in its interpretation or enforcement.

Instructions: Upon compliance with the insurance requirements set forth in the attached Risk Transfer Provisions, sign and return original Agreement and insurance certificates. Upon execution by the Castaic Lake Water Agency, a copy of the fully signed Agreement will be returned to you.

Consultant hereby affirms that its signatory below has full authority to bind Consultant to this Agreement.

Accepted:
Castaic Lake Water Agency

Contractor:

By: _____
Name: Dan Masnada
Title: General Manager

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Agreement Number:	
Resolution Number:	
Work Authorization Number:	
Purchase Order Number:	
Budget Number:	
Account Number:	
Project Number:	

Attachment B

**CASTAIC LAKE WATER AGENCY WATER CONSERVATION
SAMPLE BASELINE RESIDENTIAL SURVEY
MARCH 2012**

PROTOCOL

INTERVIEWERS ONLY READ TEXT IN **lower case**.
INSTRUCTIONS TO INTERVIEWERS ARE IN **UPPER CASE**

INTERVIEWER:
DATE:
START TIME:

INTRODUCTION

Hi, I'm ___ calling from xxx on behalf of the water wholesaler for the Santa Clarita Valley. We are conducting a survey of Santa Clarita Valley residents about water usage in the valley. Your opinions are very important to us and will help us to plan for future outreach programs in your neighborhood and valley-wide over the next few years.

YES, CONTINUE
CALL BACK ANOTHER TIME
NOT A SCV HOUSEHOLD
BUSY
NO ANSWER
VOICEMAIL/ANSWERING MACHINE
FAX LINE
BUSINESS LINE
HANG-UP/INITIAL REFUSAL
HARD REFUSAL (DON'T CALL BACK)

A. Are you at least 18 years old? **IF NO** - Is there someone else available in your household I can talk to who is at least 18 years old?

GENERAL CONCERNS

First, I want to ask you about general concerns in the valley. I'm going to read to you a list of major issues facing valley residents. Please tell me how important you think (**READ ISSUE – ROTATE LIST**) is. Would you say it is very important, somewhat important, not very important or not at all important?

	Very Imp	SW Imp	Not very Imp	Not at all Imp	DK	REFUSE
A. Public education	1	2	3	4	98	99
B. Traffic	1	2	3	4	98	99
C. Water supply	1	2	3	4	98	99
D. Development and land use	1	2	3	4	98	99
E. Perchlorate pollution	1	2	3	4	98	99

F. Chloride discharges into the Santa Clara River	1	2	3	4	98	99
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RESIDENTIAL STATUS

Now, I have a few questions about your household utility service.

Who do you pay your water bill to? **(DO NOT READ LIST)**

- 1 L.A. County Waterworks District
- 2 Newhall County Water District
- 3 Santa Clarita Water Division
- 4 Valencia Water Company
- 5 the County
- 6 OTHER (specify) _____
- 98 DON'T KNOW

Do you know the wholesaler for the Valley's drinking water? **(DO NOT READ LIST)**

- 1 CASTAIC LAKE WATER AGENCY (CLWA)
- 2 DEPARTMENT OF PUBLIC WORKS (DPW)
- 3 PG&E
- 4 WATER DEPARTMENT
- 5 OTHER (SPECIFY) _____
- 98 DON'T KNOW
- 99 REFUSE

IF ANSWER IS CLWA:

That's right.

IF ANSWER IS NOT CLWA: Actually, Castaic Lake Water Agency is the wholesale supplier of drinking water to several water retailers in the Santa Clarita Valley.

In your household, conserving water is:

- 1 High priority
- 2 Somewhat of a priority
- 3 Not very high priority
- 4 Not a priority at all
- 98 DON'T KNOW
- 99 REFUSE

Now, I'll read you a list of possible water conservation activities. For each, please tell me how likely you would be to take action for each in your home or if you have already adopted the conservation behavior.

How important is....**READ ITEM THEN READ RESPONSE OPTIONS**

	Already Adopted	Very Likely	SW Likely	Not very Likely	Not at all Likely	No Opinion	DK	Refuse
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Decrease Turf								
Maintain irrigation system								
Adjust irrigation controller or timer	1	2	3	4	5	6	98	99
Take shorter showers	1	2	3	4	5	6	98	99
Purchase water efficient toilets	1	2	3	4	5	6	98	99
Purchase water efficient clothes washer	1	2	3	4	5	6	98	99
Fix leaks	1	2	3	4	5	6	98	99
Plant Santa Clarita Valley-friendly plants	1	2	3	4	5	6	98	99
Install high-efficiency sprinkler nozzles	1	2	3	4	5	6	98	99
Turn water off when brushing teeth	1	2	3	4	5	6	98	99
Wash full loads of dishes or laundry								

For those you replied “not likely” (**LIST FOR THEM IF NECESSARY**) please tell me the reason.

- 1 Inconvenient
- 2 Purchases are too expensive
- 3 Problem is growth/development, not my conserving
- 4 Not important
- 5 Other

Have you seen or heard anything in the past year in the valley about conservation tips?

- 1 Yes
- 2 No
- 3 Maybe
- 98 DON'T KNOW
- 99 REFUSE

IF YES: Please identify what information you remember from the tip and where you saw the tip.

- a. Events
- b. TV
 - a. Cable
 - b. Local Santa Clarita channel
- c. Radio
- d. Newspaper ads
- e. Billboards
- f. Bus shelters/ bus stops
- g. Door hanger
- h. Online Google search
- i. KHTS website
- j. Other website

If YES Did that information make you re-think your current water use?

- 1 Yes
- 2 No
- 3 Maybe
- 98 DON'T KNOW
- 99 REFUSE

IF YES: In what ways did you reduce water use?

a. _____

b. _____

Did you know that CLWA offers rebates for....

- 1 weather-based irrigation controllers
- 2 high-efficiency toilets
- 3 high-efficiency clothes washers?

IF YES: Please identify where you learned about the rebate?

- k. Events
- l. TV
 - a. Cable
 - b. Local Santa Clarita channel
- m. Radio

- n. Newspaper ads
- o. Billboards
- p. Bus shelters/ bus stops
- q. Door hanger
- r. Online Google search
- s. KHTS website
- t. Other website

If YES Did that information make you re-think your current water use?

- 1 Yes
- 2 No
- 3 Maybe
- 98 DON'T KNOW
- 99 REFUSE

IF YES: In what ways did you reduce water use?

- c. _____
- d. _____

INFORMATION/NEWS SOURCES

Which of the following are the best ways for information on conservation issues to reach you?
(CIRCLE ALL THAT APPLY)

- 1 Utility bill inserts
- 2 Newspaper
- 3 Postcard
- 4 TV news or commercial
- 5 Radio news
- 6 Email
- 7 Online
- 98 DON'T KNOW
- 99 REFUSE

DEMOGRAPHICS

How many adults live in your household?

- NUMBER: _____
- 98 DON'T KNOW
- 99 REFUSE

How many children under age 18 live in your household?

- NUMBER: _____
- 98 DON'T KNOW

-99 REFUSE

I'm going to read you a list of several income categories. When I get to the one that describes your households' total annual income before taxes for 2011, please stop me.

- 1 Less than \$10,000
- 2 \$10,000 to \$24,999
- 3 \$25,000 to \$49,999
- 4 \$50,000 to \$74,999
- 5 \$75,000 to \$99,999
- 6 \$100,000 to \$149,999
- 7 \$150,000 to \$199,999
- 8 \$200,000 to \$249,999
- 9 250,000+
- 98 DON'T KNOW
- 99 REFUSE

What is the highest level of education you've completed?

- 1 Less than high school
- 2 High school diploma/GED
- 3 Some college/Vocational or certificate program
- 4 Bachelor degree
- 5 Graduate or professional degree
- 99 REFUSE

What is your age?

- | | | | |
|----|-------|-----|------------|
| -1 | 18-24 | -8 | 55-59 |
| -2 | 25-29 | -9 | 60-64 |
| -3 | 30-34 | -10 | 65-69 |
| -4 | 35-39 | -11 | 70 or over |
| -5 | 40-44 | -12 | REFUSE |
| -6 | 45-49 | | |
| -7 | 50-54 | | |

Which of the following best describes your race or ethnic background?

- 1 White, Anglo or Caucasian
- 2 Hispanic or Latino
- 3 African American or black
- 4 Pacific Islander
- 5 Asian
- 6 Native American
- 7 Mixed race
- 8 Other (SPECIFY) _____
- 99 REFUSE

Are you employed?

- 1 Yes
- 2 No
- 99 REFUSE

What is your zip code? _____
- IF REFUSE RECORD FROM SAMPLE

What street do you live on?

- IF REFUSE RECORD FROM SAMPLE

What is the nearest cross street to where you live?

GENDER – BY OBSERVATION

- 1 Female
- 2 Male

CLOSING

Thank you very much for your time. Your thoughtful responses will help the development of the Castaic Lake Water Agency's Conservation Outreach activities.

If you have any questions, you can call CLWA at (661) 297-1600 or log into the website:
www.CLWA.org