



C o u n t y o f S a n L u i s O b i s p o

General Services Agency

Janette D. Pell, General Services Agency Director

Helen McCann, Department Administrator

REQUEST FOR QUALIFICATIONS PS- #1006 MASTER WATER PLAN

October 27, 2008

The San Luis Obispo County Flood Control and Water Conservation District (District) is currently soliciting statements of qualifications (SOQ) for professional services to complete a Master Water Plan for San Luis Obispo County.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the SOQ. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The District reserves the right to reject all SOQs and to waive any informalities.

If your firm is interested and qualified, please submit five (5) copies of your SOQ by 5:00 pm on November 18, 2008 to:

County of San Luis Obispo
Debbie Belt, Central Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the SOQ process, please contact me. For technical questions and information contact the District Project Manager, Courtney Howard, at (805) 781-1016 or via email at choward@co.slo.ca.us.

DEBBIE BELT
Buyer – General Services Agency
dbelt@co.slo.ca.us

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TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The San Luis Obispo County Flood Control and Water Conservation District (District) has established a local vendor preference. All informal and formal Requests for Qualifications for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public Works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFQs (Request for Qualifications) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in District proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

SOQ SUBMITTAL AND SELECTION

1. All SOQs, consisting of five (5) copies, must be received by mail, recognized carrier, or hand delivered no later than 5:00 pm on November 18, 2008. Late SOQs will not be considered.
2. All correspondence should be directed to:

San Luis Obispo County
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Debbie Belt
Telephone: (805)781-5903
3. Costs of preparation of SOQs will be borne by the proposer.
4. It is preferred that all SOQs be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved District procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The District reserves the option to reject any or all SOQs, wholly or in part, received by reason of this request.
8. The District reserves the option to retain all SOQs, whether selected or rejected.
9. All SOQs shall remain firm for ninety (90) days following closing date for receipt of SOQ.
10. The District reserves the right to award the contract to the firm who presents the SOQ which in the judgment of the District is most qualified to accomplish the desired results.
11. Selection will be made on the basis of the SOQs as submitted. The Selection Committee may deem it necessary to interview applicants. The District retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

SOQ FORMAT

A qualifying SOQ must address all of the following points:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications (60%)
 - a. Type of organization, size, professional registration and affiliations.
 - b. (20%) Names and qualifications of personnel to be assigned to this project, such as water resource engineers, hydrogeologists, and GIS specialists.
 - c. (20%) Outline of recent projects completed that are directly related to this project, including references. Consultant is required to demonstrate specific planning, design and project expertise related to integrated, land use-based water resources planning (i.e. Urban Water Management Plans, Integrated Regional Water Management Plans, Water Elements of General Plans, etc.), assessment of water management strategies (i.e. conservation, desalination, recycled water, etc.), implementation of regional water infrastructure projects, programs and agreements, and the requirements of the Scope of Work.
 - d. (20%) Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references (minimum of three (3)) from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project (40%)
 - a. (30%) Understanding of the District's goals in and approach to completing the Master Water Plan and a discussion of any recommended improvements to the goals, approach and scope of work.
 - b. (5%) Description of the organization and staffing to be used for the project.
 - c. (5%) Understanding of information provided by the District or other County Departments, research required and participation/role of District and other County staff in the development of the Master Water Plan.
 - d. Estimation of the time frame necessary to complete the Master Water Plan once a Notice to Proceed is issued.
5. Selection Process

The SOQs received will be evaluated based on the criteria above in order to develop a short list of at least three consultants who will be invited to submit a proposal to complete the Master Water Plan. Upon selection to complete the Master Water Plan, the consultant must negotiate with the District to execute an Agreement for Engineering Consulting Services. The District's standard agreement form is attached as Attachment A.

SOQ Format
Page Two

6. Fees and Insurance

- a. Fees for services based upon a fixed amount for a fixed scope of work will be part of the subsequent Request for Proposals process described above.
- b. The selected Consultant will be required to provide insurance coverage, as shown in Sections 7 and 10 of the attached consultant agreement. This amount of insurance coverage shall be reflected in your estimated professional fee.
- c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the District and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the District.
- d. The selected Consultant will need to indemnify the District as included in Section 8 and 10 of the attached consultant agreement.

7. Background

The San Luis Obispo County Flood Control and Water Conservation District (District) is currently soliciting SOQs for professional services to complete a Master Water Plan (MWP) for San Luis Obispo (SLO) County.

With the recurrence of drought, degradation of groundwater basins and limited availability of surface water supplies, it is vitally important for all entities in SLO County to effectively manage water resources to protect public health and safety, maintain ecosystems, avoid seawater intrusion and support agriculture into the future. In order to effectively manage water resources, it is important to understand the complete picture of water resources management in the County and how the practices (i.e. water use, policy adoption, planning, and project implementation) of all entities within the County influence each other with respect to water resources.

The District proposes approaching the MWP by separating the County into three (3) sub-regions – North Coast, South Coast and Inland – and then into areas within each sub-region (see Attachment B). This sub-regionalization facilitates water resources analysis by encompassing complete jurisdictions which overlie groundwater basins and interconnected watersheds in order to assess their relationship. These 3 sub-regions are then connected by the District's/County's jurisdiction and regional water projects such as the Nacimiento Water Project, Salinas Reservoir system, Whale Rock Reservoir system, Lopez Water System and State Water Coastal Branch, which can be evaluated for their potential to be optimized to better meet the County's water needs.

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The MWP will be related to, and coordinated with the development of, several other County documents, including the County's Integrated Regional Water Management Plan, Conservation and Open Space Element, Agricultural Element, Land Use Element and Resource Management System. The goals, objectives and policies in the first three documents will guide the analysis of water management strategies, and the data contained within and collected by the last two documents will be valuable in conducting the analysis. For example, the County Planning Department's Resource Management System annually collects water use and management information from communities to assess the County's water resources, but it focuses on land-use policy to address water supply deficiencies. The MWP will be a comprehensive plan that evaluates multiple water management strategies, including optimization of existing water management strategies, to meet water resources needs County-wide.

It is intended that the MWP be updated on a regular basis in coordination with these documents, and as such, careful documentation of the methods, process and resources used in developing the MWP will be critical for successful future updates.

8. Purpose of the Master Water Plan

The main purpose of the MWP is to provide a comprehensive description and analysis of County-wide water resources now and at General Plan build-out, and to identify and evaluate water management strategies for addressing any projected deficiencies, similar to Urban Water Management Plans and General Plan Water Elements. Since many different entities have developed water resource analysis and land use planning documents for individual communities and areas in the County, the MWP seeks to combine those efforts with an analysis of the areas not covered by local plans to complete an integrated, County-wide Master Water Plan. This effort will identify, consolidate, integrate, and, if possible, fill in any analysis gaps in order to understand how water resources are influenced by all of the entities utilizing them and to identify additional opportunities for water resource management. The MWP will also provide a comprehensive description of how water resources are currently managed throughout the County and how the results of the MWP will be utilized in other water resources documents and programs.

9. Scope of Work

The District has developed an outline of the MWP (Attachment C) which demonstrates how most of the following scope of work relates to the overall effort. There are also stakeholder involvement/outreach and project management/administration components not necessarily reflected in the outline.

A. Refine Scope, Goals and Objectives

Review the scope, goals and objectives presented in the outline of the MWP (Introduction). Work with District staff to refine and document the scope, goals and objectives in an introduction section of the MWP.

SOQ Format
Page Four

B. Describe Water Resources Management in the County

Review and provide input on the section describing water resources management in the County to be developed and drafted by District staff (Part I in the outline). Assist in any research necessary.

C. Water Resource Analysis

This section (Part II in the outline) is anticipated to require the greatest level of consultant assistance. The description of the scope of work for this section represents the District's ideas on how best to achieve the goals and objectives of the MWP. However, the District anticipates that the Consultant's proposal may reflect a modification to this approach based on experience in similar efforts while still reflective of the goals and objectives in A above.

1) Develop objectives of water resource analysis section

Review water resource analysis objectives presented in the outline of the MWP (Part II, #1). Work with the District to refine and document the objectives for the water resource analysis.

2) Description of available data

Review and provide input on the description of available data to be developed by the District (Part II, #2). Assist in any research necessary.

3) Water Supply Inventory and Assessment

Inventory and assess the various water supplies available, and potentially available, to San Luis Obispo County including, but not limited to, the supplies listed in the outline (Part II, #3). Identify and evaluate their current condition, whether they have been studied, extent of current use, potential for future use, benefits and limitations. Conduct this task consistent with applicable goals and objectives in A above.

4) Water Demand Analysis

Quantify and qualify urban, rural, agricultural, and environmental water demands and project water demands for those categories into the future (Part II, #4). Conduct analysis consistent with applicable goals and objectives in A above. Be sure to account for both urban and rural golf courses, commercial developments, industrial operations, parks, and institutions. Work with and guide County Planning Department GIS staff in conducting the land use-based analysis.

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5) Identify Analysis Criteria (Part II, #5)

Identify and document the criteria or triggers for asserting a water resource shortfall. Identify and document the criteria for evaluating whether and/or to what extent potential water resource management solutions/projects/programs/policies can be implemented to address water resource shortfalls. Conduct this task consistent with applicable goals and objectives in A above.

6) Sub-Regional Analysis, Conclusions and Recommendations

Conduct and present a water supply and demand analysis, and water resource management strategy evaluation with conclusions and recommendations on how to address existing and projected water resource shortfalls on a sub-regional/area basis (Part II, #6). Work with District and County staff to refine sub-regional/area designations if needed (Attachment B). Prioritize recommendations; identify who would best implement the recommendations, how they can be implemented, and an implementation schedule. Consider how sub-regional/area water resource management mechanisms (i.e. adjudication, cooperative agreements, jurisdiction) relate to/affect the recommendations. Conduct this task consistent with applicable goals and objectives in A above.

D. Document Relationship of MWP to other Related Documents

Review and provide input on the section describing the relationship between the MWP and other related documents to be developed and drafted by District staff (Part III in the outline).

E. Administrative Draft, Public Draft, Board of Supervisors Draft and Final Reports

Compile all of the sections into a draft report for administrative review by the District and County Planning Department. Include an executive summary and appropriate appendices. Process and incorporate comments into a Public Draft Report for stakeholder presentations and review. Process and incorporate comments into a Board of Supervisors Draft for the Board approval process. Process and incorporate comments into a Final Report for County adoption.

F. Stakeholder Review/Meetings

1) Progress Reports/Updates: Provide monthly updates to the Water Resources Advisory Committee (WRAC) on the progress of the MWP. Lead a discussion on a technical topic (such as desalination, re-use/greywater systems, etc.) with the WRAC quarterly. Review methodology for calculating/addressing Agricultural and Environmental water demands with the appropriate stakeholders in accordance with the goals and objectives in A above.

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- 2) Present the Public Draft of the MWP to the WRAC and at three (3) sub-regional meetings. Obtain and address public comment.
- 3) Present the Board of Supervisors Draft of the MWP to the Board.
- 4) Obtain and address comments/recommendations from the affected committees and commissions

G. Provide Framework for Maintaining and Updating the MWP

Develop a framework for maintaining and updating the MWP, consistent with applicable goals and objectives in A above, that includes a data collection protocol, recommended schedule for regularly updating the MWP, a summary scope of work required to update the MWP, and an estimated budget to update the MWP on the recommended frequency basis. Include framework as an appendix in the MWP.

H. CEQA Compliance

Assist District with CEQA by providing input on CEQA requirements for the project and, if applicable, review CEQA documents developed and drafted by District staff.

10. Accomplishment Schedule

SOQs shall have a discussion of the timeframe necessary to complete the MWP.

11. District Furnished Resources and Information

- Water purveyor water use data, reports and contact information
- GIS-based land use information and analysis
- County water and land-use planning documents/General Plan elements referenced above
- Draft of MWP sections described in 9.B and D above

The District will have a Project Manager, Assistant Project Engineer and two interns assisting with this project part-time. The Planning Department GIS staff will be the lead in using the County's GIS system to provide land use information under the guidance of the Consultant. The Planning Department and Agricultural Commissioner's office will also have staff that can provided assistance on a limited basis with this project.

ATTACHMENTS

Attachment A: Template Agreement for Engineering Consulting Services
Attachment B: Proposed San Luis Obispo County Sub-regions and Areas
Attachment C: Draft Master Water Plan Outline

**AGREEMENT FOR
ENGINEERING CONSULTING SERVICES
(NON-FEDERAL FUNDING)**

THIS AGREEMENT, entered into this ___ day of _____, 20___, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, herein called "COUNTY," and _____, a corporation whose address is _____, herein called 'ENGINEER.'

The COUNTY department responsible for administering this AGREEMENT is the Department of Public Works, and all written communications hereunder with the COUNTY shall be addressed to the Director of Public Works.

WHEREAS, the COUNTY has need for special services and advice with respect to the work described herein; and

WHEREAS, ENGINEER warrants that it is specially trained, experienced, expert and competent to perform such special services;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. **Scope of Work.** ENGINEER shall, at its own cost and expense, provide all the services, equipment and materials necessary to complete the work described in Exhibit A, which is attached hereto and incorporated herein by this reference. All work shall be performed to the highest professional standard.

2. **Time for Completion of Work.** No work shall be commenced prior to ENGINEER'S receipt of the COUNTY'S Notice to Proceed. All work shall be completed no later than _____, _____, 20____, provided, however, that extensions of time may be granted in writing by the Director of Public Works of San Luis Obispo County, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the Director of Public Works of San Luis Obispo County to be good and sufficient cause for such extensions.

3. Payment for Services:

a. **Compensation.** COUNTY shall pay to ENGINEER as compensation in full for all work required by this Agreement a sum not to exceed the total Agreement amount of \$_____ ENGINEER'S compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the ENGINEER'S Cost Proposal attached hereto as Exhibit B, and incorporated herein by this reference. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement.

b. **Reports and Billing Invoices:** ENGINEER shall submit to the COUNTY, on a monthly basis, a detailed statement of services performed and work accomplished during that preceding period, including the number of hours of work performed and the personnel involved. Billing invoices shall be based upon the ENGINEER'S cost proposal attached hereto as Exhibit B. For the purpose of timely processing of invoices, the ENGINEER'S invoices are not regarded as received until the monthly report is submitted. Any anticipated problems in performing any future work shall be noted in the monthly reports. The ENGINEER shall also promptly notify the COUNTY of any perceived need for a change in the scope of work or services.

4. Accounting Records:

a. ENGINEER shall maintain accounting records in accordance with generally accepted accounting principles. ENGINEER shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. ENGINEER shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

b. ENGINEER shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the COUNTY. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the ENGINEER'S cost accounting records.

Attachment A

c. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. ENGINEER shall safeguard the accounting records and supporting documentation.

d. ENGINEER shall make accounting records and supporting documentation available on demand to the COUNTY and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the COUNTY. The COUNTY may require having the ENGINEER'S accounting records audited, at ENGINEER'S expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

5. **Contingency Fund for Changes in Scope of Service.** No change in the character or extent of the work to be performed by ENGINEER shall be made except through a signed written amendment to this Agreement. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by COUNTY to ENGINEER, if any. A contingency fund of \$_____ is hereby created to address such changes to the scope of services and/or completion date. The COUNTY'S Board of Supervisors hereby delegates to the Director of Public Works and Transportation the authority to sign amendments to this Agreement that make reasonable modifications to the time of performance or the scope of services, provided that all such amendments do not cumulatively exceed the contingency fund. Any other amendments must be approved by the Board. These additional funds are intended to provide the COUNTY with flexibility to respond to unanticipated events or conditions, and the ENGINEER has no right to make any claim against these funds except as so expressly provided in a written amendment to this Agreement.

6. **Non-Assignment of Agreement.** Inasmuch as this Agreement is intended to secure the specialized services of the ENGINEER, ENGINEER may not assign, transfer, delegate or sublet any interest herein without the prior written consent of COUNTY and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void. This includes revisions to the project team as described in the organization chart (See Exhibit C).

7. **Insurance.** ENGINEER, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the

related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of ENGINEER's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

A. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to ENGINEER's work under this Agreement.

2. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. ENGINEER shall not provide a Comprehensive Automobile Liability policy

which specifically lists scheduled vehicles without the express written consent of County.

3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

4. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**

This policy shall cover damages, liabilities, and costs incurred as a result of ENGINEER's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). ENGINEER shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

B. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by ENGINEER and approved by the County before work is begun pursuant to this Agreement. At the option of the County, ENGINEER shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County

guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

C. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of ENGINEER's performance of work under this Agreement (CGL & BAL);
3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL)
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC /EL & PL);
6. ENGINEER and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

D. **ABSENCE OF INSURANCE COVERAGE**

County may direct ENGINEER to immediately cease all activities with respect to this Agreement if it determines that ENGINEER fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance

shall be considered ENGINEER's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to ENGINEER.

E. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, ENGINEER, or each of ENGINEER's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. All of the insurance companies providing insurance for ENGINEER shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

[Insert Project Mgr.], Public Works Department
Room 207, County Government Center
San Luis Obispo CA 93408

8. **Indemnification:**

a. ENGINEER shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses (hereafter, collectively "claims") that may be asserted by any person or entity, and that arise out of , pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. The parties acknowledge that, in addition to whatever other acts or omissions may constitute negligence under applicable law, any act or omission of ENGINEER which constitutes a breach of any duty or obligation under, or pursuant to, this Agreement shall at a minimum constitute negligence, and may constitute recklessness or willful conduct if so warranted by the facts.

b. The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this

section 8 of the AGREEMENT, 'ENGINEER' shall include the ENGINEER, and/or its agents, employees, sub-contractors, or other independent contractors hired, by, or directly responsible to, ENGINEER.

c. It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect. Nothing contained in the foregoing indemnity provisions shall be construed to require ENGINEER to indemnify COUNTY against any responsibility or liability in contravention of Civil Code 2782 or 2782.8.

9. ENGINEER's Responsibility For Its Work.

a. ENGINEER has been hired by the COUNTY because of ENGINEER's specialized expertise in performing the work described in the attached Exhibit A. ENGINEER shall be solely responsible for such work. The COUNTY's review, approval and/or adoption of any designs, plans, specifications or any other work of the ENGINEER shall be in reliance on ENGINEER's specialized expertise and shall not relieve the ENGINEER of its sole responsibility for its work. The COUNTY is under no duty or obligation to review or verify the appropriateness, quality or accuracy of any designs, plans, specifications or any other work of the ENGINEER, including but not limited to, any methods, procedures, tests, calculations, drawings or other information used or created by ENGINEER in performing any work under this Agreement.

b. All information which ENGINEER receives from COUNTY should be independently verified by ENGINEER. ENGINEER should not rely upon such information unless it has independently verified its accuracy. The only exception to the foregoing arises when the COUNTY has expressly stated in writing that certain information may be relied upon by the ENGINEER without the ENGINEER's independent verification. In such event, the ENGINEER is still obliged to promptly notify the COUNTY whenever the ENGINEER becomes aware of any information that is inconsistent with any information which the COUNTY has stated may be relied upon by the ENGINEER.

10. **Insurance and Indemnification as Material Provisions.** The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to ENGINEER by the indemnification and insurance clauses.

11. **ENGINEER'S Endorsement on Reports, etc.** ENGINEER shall endorse all reports, maps, plans, documents, materials and other data in accordance with applicable provisions of the laws of the State of California.

12. **Documents, Information and Materials Ownership.** All documents, information and materials of any and every type prepared by the ENGINEER pursuant to this Agreement shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing work under this Agreement, whether completed or in process. The ENGINEER shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.

13. **Termination of Agreement Without Cause.** COUNTY may terminate this Agreement at any time by giving the ENGINEER 20 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, ENGINEER shall be entitled to no further compensation or payment of any type from the COUNTY.

14. **Termination of Agreement for Cause.** If ENGINEER fails to perform ENGINEER'S duties to the satisfaction of the COUNTY, or if ENGINEER fails to fulfill in a timely and professional manner ENGINEER'S obligations under this Agreement or if ENGINEER shall violate any of the terms or provisions of this Agreement or if ENGINEER, ENGINEER'S agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then COUNTY shall have the right to terminate this Agreement effective immediately upon the COUNTY giving written notice thereof to the ENGINEER. Termination shall have no effect

upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. ENGINEER shall be paid for all work satisfactorily completed prior to the effective date of such termination. If COUNTY'S termination of the Agreement for cause is defective for any reason, including but not limited to COUNTY'S reliance on erroneous facts concerning ENGINEER'S performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause on the twentieth day following the COUNTY'S written notice of termination for cause to the ENGINEER, and the COUNTY'S maximum liability shall not exceed the amount payable to ENGINEER under paragraph 13 above.

15. Compliance with Laws: ENGINEER shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Agreement.

16. Covenant Against Contingent Fees: ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working for ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. Nondiscrimination: ENGINEER shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

18. Disputes & Claims:

a. **Notice of Potential Claim.** The ENGINEER shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless ENGINEER has provided the COUNTY with timely written Notice of Potential Claim as hereinafter specified.

The written Notice of Potential Claim shall set forth the reasons for which the ENGINEER believes additional compensation will or may be due, the nature of the cost involved, and,

insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the ENGINEER shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the COUNTY, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The ENGINEER hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the COUNTY Director of Public Works.

b. Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the COUNTY on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Agreement. The ENGINEER shall not be entitled to any additional compensation unless ENGINEER has (1) provided the COUNTY with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

c. Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the ENGINEER from full and timely performance in accordance with the terms of this Agreement.

19. ENGINEER is an Independent Contractor. It is expressly understood that in the performance of the services herein provided, ENGINEER shall be, and is, an independent contractor, and is not an agent or employee of COUNTY. ENGINEER has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting ENGINEER in the performance of the services rendered hereunder. ENGINEER shall be solely responsible for all matters

relating to the payment of his employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

20. Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. ENGINEER shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Any changes increasing ENGINEER'S compensation and/or benefits must be approved by the COUNTY'S Board of Supervisors; any other changes may be signed by the County Director of Public Works on behalf of the COUNTY. ENGINEER specifically acknowledges that in entering into and executing this Agreement, ENGINEER relies solely upon the provisions contained in this Agreement and no others.

21. Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

22. Warranty of ENGINEER. ENGINEER warrants that ENGINEER and each of the personnel employed or otherwise retained by ENGINEER for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

23. Subcontractors

a. Other than work designated in Exhibits A and B to be performed by other persons, the ENGINEER shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY.

b. Any subcontract entered into by ENGINEER relating to this Agreement shall contain all the provisions contained in this Agreement.

c. Any substitution of subcontractors must be approved in writing by the COUNTY in advance of assigning work to a substitute subcontractor.

24. Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in

Attachment A

San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

25. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Mr. Paavo Ogren, Director
San Luis Obispo County
Department of Public Works
County Government Center, Room 207
San Luis Obispo, CA 93408

and to the ENGINEER:

26. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, the ENGINEER shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

27. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by ENGINEER under this Contract which COUNTY requests in writing to be kept confidential, shall be made available to any individual or organization by ENGINEER without the prior written approval of COUNTY.

28. Restrictive Covenant. ENGINEER agrees that he will not, during the continuance of this Agreement, perform or otherwise exercise the services described in Exhibit A for anyone except for the COUNTY, unless and until said COUNTY waives this restriction.

29. Quality Control and Quality Assurance. ENGINEER shall provide a description of its Quality Control procedure. The process shall be implemented for all

Attachment A

facets of work and a QC-QA statement and signature shall be placed on all submittals to the COUNTY.

IN WITNESS THEREOF, COUNTY and ENGINEER have executed this Agreement on the day and year first hereinabove set forth.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, and this Agreement shall become effective on the date shown signed by the County of San Luis Obispo.

COUNTY OF SAN LUIS OBISPO

Date: _____, 20__

By: _____
Chairperson of the Board
County of San Luis Obispo
State of California

ATTEST:

County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California

Date: _____, 20__

ENGINEER

Date: _____, 20__

By: _____

Title: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
County Counsel

By: _____
Deputy County Counsel

Date: _____

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Attachment B

Proposed County Water Resources Sub Regions (DRAFT)



Attachment B

Draft Designation of County Sub-Regions and Sub-Regional Areas

Sub-Region	Area	Water Users/Generators/Sources
North Coast	San Simeon	San Simeon CSD
		Overlying Users
	Cambria	Cambria CSD
		Overlying Users
	Cayucos	Morro Rock Mutual
		Paso Robles Beach
		CSA 10A
		Overlying Users
	Morro Bay	City of Morro Bay
		Cayucos Sanitation District
	Chorro Valley	CMC
		County (Ops, Golf Course, Schools)
		Cuesta College
		Camp SLO Overlying Users
	Los Osos Valley	Overlying Users
	Los Osos	Golden State Water
		S&T Mutual
		Los Osos CSD
		Overlying Users

Attachment B

Draft Designation of County Sub-Regions and Sub-Regional Areas

Sub-Region	Area	Water Users/Generators/Sources
South Coast North	San Luis Obispo	City of San Luis Obispo
		County Airport
		Cal Poly
	Edna Valley	Golden State Water Company
		CSA 18
		Overlying Users
	Avila Valley	Overlying Users
		San Miguelito MWC
		CSA 12
		Avila Valley MWC
		Port San Luis
		Avila Beach CSD
South Coast South	Northern Cities Management Area	City of Pismo Beach
		City of Arroyo Grande
		Oceano CSD
		City of Grover Beach
		Halcyon
		Overlying Users
		South SLO County Sanitation District
	Pismo Valley	Overlying Users
	Lopez	PXP
	Arroyo Grande Valley	Zone 3
		Overlying Users
	Unincorporated South Coast South	Varian Ranch
		Overlying Users
	Nipomo Mesa Management Area (12,600 AFY total in 2020; Pap. '04)	Golden State Water Company
		Rural Water Company
		Woodlands
		Conoco Phillips
Nipomo CSD		
Overlying Users		
South Coast Inland	Cuyama	Cuyama CSD
		Overlying Users
	Huasna	Overlying Users

Attachment B

Draft Designation of County Sub-Regions and Sub-Regional Areas

Sub-Region	Area	Water Users/Generators/Sources	
Inland West	Pozo Groundwater Basin	Overlying Users	
	Atascadero Sub-basin / Santa Margarita Valley	Santa Margarita Ranch	
		CSA 23	
		Garden Farms	
		Atascadero Mutual Water Company	
		Overlying Users	
		City of San Luis Obispo	
		Templeton CSD	
	Estrella Sub-area	Overlying Users	
		City of Paso Robles	
	Bradley Sub-area	San Miguel CSD	
		Overlying Users	
		Bradley	
	Nacitone	Oak Shores	
		Overlying Users	
		Heritage Ranch CSD	
Monterey County			
Inland Central	North Gabilan	Overlying Users	
	South Gabilan	Overlying Users	
	Creston	Overlying Users	
	Shandon	CSA 16	
		Overlying Users	
	San Juan	Overlying Users	
Inland East	California Valley/Carrizo Plains	Overlying Users	
	Cholame	Overlying Users	

Attachment C

Master Water Plan
San Luis Obispo County

Draft Outline

Executive Summary (New Plan results) (Consultant Assisted)

Introduction (Internal Work Effort; Consultant Assistance and Review)

1. Scope:
 - a. Documentation of water resource jurisdictions and their current and future activities/water planning efforts;
 - b. Analysis, and documentation of analysis, of current and future supply and demand County-wide;
 - c. Identification of potential measures to address supply/demand discrepancies;
 - d. Analysis of potential measures to address supply/demand discrepancies;
 - e. Documentation of the role of the Master Water Plan in supporting other water resource planning efforts.
2. Goals and Objectives:
 - a. Ensure stakeholder input/participation
 - i. Review with WRAC at significant milestones
 - ii. Review with sub-regional stakeholder groups at significant milestones
 - b. Create a framework for maintaining the Master Water Plan
 - i. Survey stakeholders to inventory current data sharing mechanisms and schedules
 - ii. Improve the data sharing protocol for consistency and overlap/redundancy reduction
 - iii. Specify how information from other water resources planning documents are used in the Master Water Plan and how information developed in the Master Water Plan can be utilized in other water resources planning documents
 - iv. Establish schedule for updating the Master Water Plan that is consistent with other water resources planning requirements
 - v. Specify the scope of work involved with updating the Master Water Plan
 - vi. Estimate a budget for updating the Master Water Plan
 - c. Accurately present current supply and demand and future water supply and demand county-wide, including unincorporated areas of the County/areas not currently analyzed
 - i. Utilize land-use and demographic information to the fullest extent possible
 - ii. Utilize existing data to the fullest extent possible
 - iii. Use sub-regional parameters for calculations
 - iv. Account for potential climate change, reliability issues (including seawater intrusion), future land use and/or conservation policies in the future water supply and demand analysis
 - d. Ensure support for Agricultural demand analysis

Attachment C

- i. Review methods and results with regional and sub-regional agricultural stakeholders
 - ii. Collect letters of concurrence
 - e. Ensure support for Environmental water demand characterization
 - i. Review methods and results with regional and sub-regional environmental stakeholders
 - ii. Collect letters of concurrence
 - f. Respect autonomy of individual jurisdictions while recognizing analysis differences and potential conflicts
 - i. Document most recent water resources planning efforts by agencies and cooperative groups in the County, including planned and proposed measures to address projected supply/demand discrepancies, adjudication mandates, etc.
 - ii. Identify differences in analysis
 - iii. Identify impacts of any differences
 - iv. Identify challenges associated with implementing measures to address projected supply/demand discrepancies
 - v. Review documentation and use of individual agency and cooperative group water resources planning results with those entities
 - vi. Collect letters of concurrence
 - g. Present analysis of options and conclusions/recommendations for addressing projected water supply/demand discrepancies
 - i. Analyze utilization of unsubscribed State Water allocation
 - ii. Analyze utilization of unsubscribed Nacimiento allocation
 - iii. Identify opportunities for imported water
 - iv. Identify opportunities for surface water
 - v. Identify opportunities for increasing the efficiency of existing infrastructure
 - vi. Identify opportunities for water re-use
 - vii. Identify opportunities for emergency/drought protection measures such as inter-ties and groundwater banking
 - viii. Identify opportunities for utilization of conservation measures
 - ix. Identify challenges associated with implementing measures to address projected supply/demand discrepancies
 - h. Ensure compatibility with other water resources planning documents
 - i. Address climate change/reliability (IRWMP) when assessing future supply and demand scenarios
 - ii. Address environmental justice/disadvantaged communities (IRWMP) when assessing measures to address projected supply/demand discrepancies
 - iii. Consider integrated goals and objectives when assessing measures to address projected supply/demand discrepancies (IRWMP)
 - iv. Work with Planning Department to organize findings discussions into appropriate sub-region designations (Land Use Element)
 - v. Work with Planning to designate consistent criteria under which measures to address projected supply/demand discrepancies need to be implemented (RMS)

Attachment C

- vi. Assess impact of Agricultural Policies on the ability to implement certain projects to address projected supply/demand discrepancies (Ag Element)
- vii. Utilize Conservation Element policies in the analysis of measures to address projected supply/demand discrepancies (Conservation Element)
- viii. Include the same components as required for an Urban Water Management Plan (UWMPs/CA Water Plan)

Part I: Background on Water Resource Management Efforts (Internal work effort; Consultant assistance and review)

1. Water Planning Areas and Watersheds

This section will describe County-level efforts in water resources management, including previous master planning efforts, outstanding recommendations and whether they are still important to look at, the IRWM plan, RMS and the County General Plan elements.

2. Water Service Organizations

This section will describe community-level efforts in water resources management, including Urban Water Management Plans, Water System Master Plans, and individual studies and projects to support water resource needs.

3. Resource Agencies

This section will describe efforts in water resource management conducted on a sub-regional and project specific basis by Resource Conservation Districts, including water conservation projects with sub-regions and private landowners.

4. Cooperative Agreements and other Coordination Efforts

This section will describe cooperative agreements and other coordination efforts between the County, cities, landowners, et al., such as monitoring, exchange and emergency agreements, management plans and adjudications.

Part II: Water Resource Analysis (Consultant-assisted)

1. Objectives (Consultant assisted work effort)

This section will describe the objectives of the water resource analysis portion of the Plan, including:

- Documenting existing data collection programs and the data available
- Providing a snapshot of current water supplies and demands
- Projecting water demands and water supplies available in the future under current land use policies and designations
- Establishing the criteria under which there is a shortfall when looking at supplies versus demands (i.e. triggers for taking action)
- Establishing the criteria for analyzing potential water resource management solutions/projects/programs/policies (i.e. ideal conditions for implementing certain strategies, constraints to implementation, etc.)
- Identifying potential water resource management improvements/solutions/projects/programs/policies

2. Data (Internal work effort; Consultant review)

Attachment C

This section will describe the existing data collection programs and the data available, and reference the County's Data Enhancement Plan.

- a. Groundwater
- b. Stream Flow
- c. Precipitation
- d. Reservoirs
- e. Water Quality
- f. Unimpaired Run off
- g. Land Use
- h. Population
- i. Water System Production & Consumption

3. Supplies – Current and Projected (Consultant assisted work effort)

This section will identify and evaluate water supply sources/categories as an option to support demand in terms of quantity, quality, availability, usability, etc., now and into the future.

- a. Groundwater
- b. Surface
- c. Imported
- d. Desalinization
- e. Conservation
- f. Emergency
- g. Re-Use (include wastewater and oil wastewater)

4. Demand – Current and Projected (Consultant assisted work effort)

This section will quantify and qualify water demands in four typical categories, and project water demands for those categories into the future based on land use plans, historical trends, anticipated future trends, policies, ordinances, etc. It will utilize existing analysis by independent water purveyors/agencies and note calculation methods.

- a. Urban (includes industrial, parks, institutions, golf courses)
- b. Rural (calculated by land use; includes commercial, industrial, parks, institutions, golf courses)
- c. Agriculture
- d. Environmental

5. Analysis Criteria (Consultant assisted work effort)

This section will identify the criteria for asserting a water resource shortfall and for evaluating potential water resource management solutions/projects/programs/policies.

6. Summary Analysis (Water Budgets) per Sub-Region/Area (Consultant assisted work effort)

This section will include the water budgets broken down by sub-region and area, identification of shortfalls and priorities, and recommendations on solutions, policies, projects, future cooperative efforts, etc., and their relationship to water resources management in the area (i.e. adjudication, cooperative efforts, management plans, jurisdictional powers, etc.)

Attachment C

Part III: Water Resource Planning (Internal work effort; Consultant Review)

These sections will describe the relationship between the MWP and the listed document/program/policies, and identify the specific information that will be transferred to the document, if applicable. It will also outline how proposed solutions fit in with policies/programs in the documents listed.

- 1. California Water Plan**
- 2. Integrated Regional Water Management Plan**
- 3. Conservation Element of the County General Plan**
- 4. Land Use Elements of the County General Plan**
- 5. County Resource Management System**
- 6. Agricultural Policies**
- 7. Sub-regional/Area Water Resources Planning Documents**

Appendix:

- Framework for Maintaining and Updating the MWP
- Reference to documents
- Bibliography (i.e. Urban Water Management Plans)
- Detailed discussion/analysis of results of previous plans
- Calculation examples