SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA)

REQUEST FOR PROPOSALS (RFP)

For

Inland Empire Brine Line (Brine Line) Reach V
Design Services for Rehabilitation and Improvement Project

Proposal submittals: Responses to this Request for Proposal (RFP) will be submitted to:

Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, California 92503

Telephone: (951) 354-4223
Fax: (951) 785-7076

No later than July 30, 2013 at 4:00 p.m. seven (7) original copies and one (1) electronic file copy (in PDF format) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Design Services for Rehabilitation and Improvement Project." One (1) original copy of the fee proposal shall be submitted in a separate sealed envelope and marked: "Fee proposal". **Proposals received after the above specified date and time WILL NOT be accepted.** A pre-proposal meeting will be held at the SAWPA offices (see address above) at 1:30 p.m. on July 10, 2013. Questions regarding this RFP should be addressed directly to David Ruhl (druhl@sawpa.org).

1. Introduction

Agency Background

The Santa Ana Watershed Project Authority (SAWPA) was formed in 1972 to plan and build facilities to protect water quality in the Santa Ana River Watershed. SAWPA is a Joint Powers Authority (JPA) comprised of five (5) member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD).

SAWPA owns either capacity rights in, or owns outright approximately 93 miles of pipeline referred to as the Inland Empire Brine Line (Brine Line). The Brine Line was initially constructed to provide for highly saline, non-domestic discharges in order to protect the inland water quality in the upper Santa Ana River Watershed. Figure 1 provides a graphic representation of the Brine Line and its various reaches, I through V.

Project Background (Contract II, III and IV, Near, Short and Long Term Project)

The Brine Line Reach V, (formerly known as the Temescal Valley Regional Interceptor) was constructed in 2001 and runs from the intersection with Reach 4B in the City of Corona approximately 22 miles south, to the intersection with EMWD's Brine Line Lateral in the City of Lake Elsinore. EMWD operates the nine (9) mile Brine Line Lateral to collect high saline discharges from a power plant, two (2) desalters and one (1) industrial manufacturer. The Reach V average daily flow is 2.5 million gallons per day

(MGD) and its maximum design capacity is approximately 11.5 MGD. Reach V consists of 24-inch and 30-inch PVC pipe and 26-inch HDPE pipe and was designed as five separate contracts (Contract I – V). See Section 11 of this RFP for instructions on how to download copies of the Reach V record drawings and other pertinent documents.

The Brine Line Reach V, Contract II and III alignment is entirely within Temescal Canyon Road beginning at Glen Ivy Road in unincorporated Riverside County, northwesterly approximately five miles (25,742 lineal feet) to La Gloria Street in the City of Corona. Reach V, Contract II and III consists entirely of 24-inch PVC pipe.

On October 18, 2011, a brine spill was reported on Reach V (Contract II and III) near the intersection of Temescal Canyon Road and Cabot Road in the City of Corona, see Figure 2. Subsequent excavation and repair of the brine line in this location revealed the pipe is “out of round” or slightly oval. SAWPA has performed extensive investigative work in the area of the spill to determine the quality of the original construction and the structural integrity of the Reach V pipeline.

SAWPA excavated five test pits in the vicinity of the spill to determine the composition and compaction of the soil within the existing Brine Line trench zone and to measure the pipe ovality, see Figure 3. Testing of the soil and visual inspection revealed poor compaction in the pipe bedding and backfill, pipe deflection in the range of 2.7 – 7%, large cobbles in the backfill and no sand in the pipe zone.

In September 2012, SAWPA convened a panel of experts to evaluate the data and investigative work completed to date, comment on the possible cause(s) of failure, and evaluate options for rehabilitating or replacing the pipeline. The panel concluded the pipe failure was caused by a variety of factors that combined to develop an over-deflection condition and ultimately a failure at the pipe joint. These factors include the following:

- Poor installation/compaction
- Lack of specified bedding material
- Brine Line constructed in common trench with 42-inch water line
- Poor sidewall support
- Rocks in pipe zone
- Over deflection of pipe
- Failure of joint gasket
- Added roadway fill

The Expert Panel developed a list of recommended actions to help assess the condition of the pipeline and identify other potential high risk areas. These actions include the following:

- Construct four additional test pits to determine limits of poor compaction and pipe deflection);
- Conduct a leak detection survey using “smart ball” technology or similar technology;
- Conduct a risk assessment to identify potential high risk areas;
- Conduct program level condition assessment;
- Perform a Surge Analysis; and
- Pipe rehabilitation/Replacement in over-deflected locations.

In February 2013, SAWPA hired RMC Water and Environmental to perform a Condition Study of the Reach V Pipeline. A copy of the Pipeline Condition Study is included in Attachment A. The work included preparation of a pipeline condition study to evaluate approximately eight (8) miles of Reach V Contract II and III and two other areas of concern in Contract IV and V. The study included a condition assessment, risk assessment, and surge analysis. A risk based approach was used in order to prioritize condition assessment and capital improvement project activities. A risk score was developed for each pipe segment and placed into three risk categories (high, medium and low), the results of which are included in Table 1.

Table 1 – Risk Assessment Results

Risk Category	Project Timeline	Total Length of Pipe
High Risk	Short Term (0 – 3 years)	12,830
Medium Risk	Long Term (4 – 10 years)	8,207
Low Risk	No Project	19,757
	Total	**40,794**

Project recommendations were developed based on the risk assessment described above, surge analysis, rehabilitation alternatives analysis and a hydraulic analysis of the existing and future rehabilitated lines. A summary of the project recommendations are included in Table 2.

Table 2 – Summary of Project Recommendations

Project	Anticipated Schedule (1)	Project Recommendation
Near – Term Maintenance Access Structure (MAS) Installation Project	Prior to Short-Term Project	Install 26 MAS, isolation valves and access tees for future by-pass pumping.
Short-Term Pressure CIPP Lining Rehabilitation Project	0 – 3 years	Pressure CIPP Line 12,900 ft of 24-inch PVC Pipe. Replace or Modify 11 air release valves.
Long-Term Pressure CIPP lining Rehabilitation Project	4 – 10 years	Pressure CIPP Line 8,200 ft of 24-inch PVC Pipe. Replace or modify 45 air release valves.

(1) Schedule as presented in the Pipeline Condition Study. This RFP includes the preparation of Final Plans and Specifications for the Near, Short and Long Term Projects.

A summary of the estimated conceptual level construction costs for the near, short and long term projects are included in Table 3.

Table 3 – Summary of Project Costs

Project	Estimated Conceptual Level Cost Range
Near – Term Maintenance Access Structure (MAS) Installation Project	$1.9 to $3.7 Million
Short-Term Pressure CIPP Lining Rehabilitation Project	$5.4 to $7.1 Million
Long-Term Pressure CIPP lining Rehabilitation Project	$4.2 to $5.5 Million
Total	**$11.5 to $16.3 Million**

Project Background (Contract V Improvements)

The Brine Line Reach V, Contract V alignment is entirely within the City of Lake Elsinore beginning at the intersection of Temescal Canyon Road and Hostetler Road southeasterly approximately seven (7) miles (36,600 lineal feet) to the Brine Line Pressure Sustaining Station adjacent to Collier Street. Reach V Contract V consist of 24-inch and 30-inch PVC pipe and 26-inch HDPE pipe.

A portion of the Reach V, Contract V alignment is located within a pipeline easement in an undeveloped portion of Lake Elsinore, specifically from the intersection of Nichols Road and Terra Cotta Road southeasterly through unpaved surfaces to Pierce Street and Baker Street. Recently, the City of Lake Elsinore extended Nichols Road to connect Lake Street with Interstate 15. Future plans will eventually widen Nichols Road to become a Major Street within the City. In order to improve the operation and maintenance and access of the Brine Line it is recommended to relocate 3,750 feet of the Brine Line from within unpaved surfaces to within the Nichols Road public right-of-way, see Figure 4.

SAWPA has identified an SRF loan as a potential funding source for the project. A SRF loan application is anticipated to be submitted to the State Water Resources Control Board in the estimated amount of $19,000,000 for the design and construction of the project.

It is the intent of SAWPA to obtain the services of an engineering firm to perform preliminary and final design services to implement the Reach V Condition Study Project Recommendations summarized in Table 2 and the Contract V Improvements. Design will include preparation of plans and specifications for the Near, Short and Long Term Projects and the Contract V Improvements, as well as a project implementation plan, preparation of traffic control drawings, permitting, surveying, CCTV/Laser inspection and geotechnical work.

In order to realize the most cost effective and efficient phasing of the Near, Short and Long Term Projects and the Contract V improvements, SAWPA is providing the following sequence of events in implementing the projects:

1. Prepare Preliminary Design for Near, Short and Long Term Projects
2. Prepare Final Design for Near Term Project
3. Bid Phase for Near Term Project

4. Construction of Near Term Project
5. Perform in pipe inspection (CCTV, Laser, Sonar) during Near Term Project Construction
6. Pre-qualification of CIPP Contractors
7. Prepare Preliminary and Final Design for Contract V Improvements
8. Prepare Final Design for Short and Long Term Projects
9. Bid Phase for Short and Long Term Project
10. Construction of Short Term Project
11. Construction of Long Term Project (Short and Long Term Projects may be Constructed at the same time)
12. Bid Phase for Contract V Improvements

2. Schedule

June 27, 2013	Issue Request for Proposals
July 10, 2013	Pre-proposal meeting (1:30 p.m.)
July 30, 2013	Proposals due (4:00 p.m.)
August 7, 2013	Interview panel conducts interview of top proposing firms
September 5, 2013	Recommend award to PA 21 Committee
September 17, 2013	Recommend award to SAWPA Commission
October 1, 2013	Issue Notice to Proceed

3. Proposal Instructions and Conditions

3.1. Pre-Contractual Expenses - Pre-Contractual expenses are defined as expenses incurred by prospective bidders in:

- Preparing a proposal in response to the RFP
- Submitting that proposal to SAWPA
- Negotiating with SAWPA in any matter related to this RFP, proposal, and/or contractual agreement
- Any other expenses incurred by the prospective bidder prior to the date of an executed contract

SAWPA will not, in any event, be liable for any pre-contractual expenses incurred by any prospective bidder. In addition, no prospective bidder shall include any such expenses as part of the price proposed to perform the requested services.

3.2. **Authority to Withdraw RFP and/or Not Award Contract** – SAWPA reserves the right to withdraw the RFP at any time without prior notice. Further, SAWPA makes no representations that any agreement will be awarded to any prospective bidder responding to this RFP. SAWPA expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

3.3. **Selection of Multiple Proposals** – Due to the widely varied geographic area and technical requirements, SAWPA has found teams of consultants to be very effective in providing the technical expertise and personnel required to perform

services for the Brine Line. Therefore, SAWPA reserves the right to select more than one prospective firm to provide services for all or part of the proposed scope of work.

3.4. **Right to Reject Proposal** - SAWPA reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the firm/s, which, in the opinion of SAWPA, is best qualified to perform the services and represents the best value and effectiveness.

3.5. **Discrepancies in Proposal Documents** – Should prospective firms find discrepancies in, or omissions from the RFP, or if the intent of the RFP is not clear, and if provisions of the specifications restrict any prospective firm from proposing, they may request in writing that the deficiency(s) be modified. Such request must be received by SAWPA at least ten (10) working days before the proposal due date. All registered firms will be notified by addendum of any approved changes in the request for proposal documents.

3.6. **Oral Statements** - SAWPA is not responsible for oral statements made by any of its employees or agents concerning the RFP. If the prospective firm requires specific information, a written request must be submitted to SAWPA.

3.7. **Conflict of Interest** – The Consultant shall review their past, current or proposed work with agencies or firms having a significant interest in the Brine Line to verify a conflict of interest or the appearance of a conflict will not occur.

4. Scope of Work

The scope of work will include, but not be limited to the following tasks:

4.1. Project Management

The Project Management tasks and deliverables will include, at a minimum, the following:

4.1.1. Kick-off Meeting: Within one (1) week of issuance of the Notice to Proceed (NTP), the Consultant shall coordinate, prepare, and attend a kick-off meeting to be conducted at SAWPA's offices and attended by the Project Manager and other key personnel. The purpose of the meeting will be to meet key team members, discuss project goals, schedule, procedures, anticipated issues, and establishing communication channels between Consultant and SAWPA. The Consultant shall prepare and distribute a meeting agenda prior the meeting. The Consultant shall prepare summary meeting notes and distribute to all attendees after the meeting.

4.1.2. Monthly Invoices: The Consultant shall provide monthly invoices detailing number of hours budgeted for each task and number of hours spent during the month and cumulative for the project. In addition, the monthly invoices shall identify labor, indirect and other project related costs incurred during the month and a brief description of the activities.

4.1.3. Schedule: The Consultant shall prepare and submit a schedule including key milestones and all related activities at the Kick-off Meeting. The schedule will be provided in MS Project and will reflect budgeted hours for each task and hours spent by task. Each task will be labeled with a complete description and an estimated duration in days and/or hours, as appropriate. The schedule shall be updated monthly and submitted with the monthly invoice.

4.1.4. Progress Reports: The Consultant shall provide brief monthly progress reports. The monthly reports shall include, at a minimum, a narrative status of monthly progress and cost updates. The progress reports shall be submitted with the monthly invoice.

4.1.5. Progress Meetings: The Consultant shall prepare for and participate in bi-monthly meetings at SAWPA's offices, to discuss project status, schedule, issues that could impact project progress and/or budget and the following two week activities. One of the monthly meetings shall be a conference call. The Consultant shall prepare and distribute an agenda prior to the progress meeting and prepare summary notes and action items to distribute to all attendees after the progress meeting.

4.1.6. Workshops: The Consultant shall prepare for and attend the following workshops at SAWPA's offices:

4.1.6.1. Review Draft Preliminary Design Report
4.1.6.2. 60% and 95% Design Submittal Package for Near Term Project
4.1.6.3. Participate and provide support for 2 ½ day Value Engineering Workshop.
4.1.6.4. 60% and 95% Design Submittal Package for Short and Long Term Project

The Consultant shall prepare and distribute the workshop agenda and materials for discussion at least two (2) days prior to all workshops. The Consultant shall prepare summary workshop notes for all workshops and distribute to all attendees no later than five (5) days after the workshop was held.

4.1.7. Stakeholder and SAWPA Commission Coordination: Consultant shall participate in stakeholder meetings and SAWPA Commission meetings during the design period that will be led by SAWPA. Consultant participation shall include providing technical information and graphics associated with the project. Reproduction of material will be provided by SAWPA. Consultant will participate in up to four (four) stakeholder/Commission meetings related to the Project.

4.1.8. The Consultant shall develop a Quality Assurance / Quality Control plan for implementation of the Scope of Work. The Consultants QA/QC plan shall be submitted to SAWPA.

4.2. Permitting

The Consultant shall identify all permits required prior to construction and shall provide a list of permitting agencies, contacts, and requirements needed to obtain such permits in the preliminary design report. The Consultant shall obtain all necessary permits. The following is a preliminary list of identified permits that may be required for this project.

- Caltrans – Encroachment Permit
- City of Corona Encroachment Permit
- County of Riverside Encroachment Permit

The Consultant shall provide permitting services as described below:

4.2.1 Completing forms and applications, preparing supporting documentation for the permit applications, and agreements as required by the issuing agency, furnishing the required number of copies of all project drawings and exhibits, and attending two (2) meetings with each permitting agency. SAWPA shall execute all applications. All permit/plan check fees will be paid directly by SAWPA and shall not be a part of the Consultant fee. Final permit requirements shall be incorporated in contract documents.

4.2.2 Traffic Control. The Consultant shall prepare and submit traffic control plans to the appropriate agency for approval. The traffic control plans must follow the requirements and/or guidelines established by the appropriate permitting agency. The Consultant shall include any traffic control requirements as part of the project specifications. Authorized traffic control plans shall be included as part of project drawings.

4.3 Geotechnical Investigation

The Consultant shall review existing geotechnical and geologic studies in the vicinity of the project and perform exploratory borings at maintenance access structure (MAS) locations and CIPP access pit locations to supplement existing information. The number of borings shall be based on the geotechnical engineer's interpretation of needs. Soil samples shall be taken and laboratory tests performed on the samples to determine the engineering properties of the native soils. Consultant shall evaluate the field and laboratory data and develop geotechnical design recommendations based on results from the field and laboratory testing of the soils and shall summarize these recommendations in a Geotechnical Report. Consultant shall prepare a draft and final geotechnical report for review and comment by SAWPA.

4.4 Survey

Aerial mapping and field design surveys will be used to develop engineering base sheets for the Near Term Project (Access structures) and the Short and Long Term Project (CIPP sections only). All aerial mapping will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale. Ground control shall be established by a California registered Professional Land Surveyor.

Consultant shall perform additional GPS survey as necessary to locate and plot existing manholes, catch basins and other utilities in their proper location.

4.5 Utility Coordination

Consultant shall contact utilities in critical areas (such as MAS's and access pits) of the project and request record drawings and maps of their facilities. Consultant shall use these drawings and maps to identify the presence and approximate location of utilities, and to plot these utilities on the project drawings. A summary of utility information is included in Appendix A of the Pipeline Condition Study Final Report. See Section 11 for instructions on how to download utility plans received to date.

Consultant shall confirm utilities in critical areas subsequent to completion of the Preliminary Design Report. This confirmation shall include potholing selected utilities (close proximity to MAS), and surveying of the pothole locations for inclusion in the design drawings. Potholing of utilities may be performed by SAWPA upon receipt of approximate location of utilities from the Consultant.

> **Optional Task 4.4.1:** Consultant shall confirm utilities in critical areas subsequent to completion of the Preliminary Design Report. This confirmation shall include potholing fifty (50) selected utilities, and surveying of the pothole locations for inclusion in the design drawings.

4.6 Contractor Pre-qualification for CIPP Installation

The Consultant shall prepare a pre-qualification package to issue a Request for Pre-Qualification for CIPP Contractors. The Consultant shall prepare the pre-qualification meeting agenda and prepare for and attend a pre-qualification meeting. SAWPA will prepare and distribute the meeting minutes. The Consultant shall prepare and submit two (2) addenda as needed. The Consultant shall respond to pre-qualification questions during the pre-qualification period. The Consultant shall assist SAWPA in the evaluation of Statement of Qualifications received. The Consultant shall provide a memorandum to SAWPA with the findings of its review, analysis, conclusions, and recommendation associated with the statement of qualifications received.

4.7 Preliminary Design Report

The Consultant shall prepare a Draft and Final Preliminary Design Report (PDR) that will be used as the basis for final design. Recommendations will be presented in a clear and concise manner with the appropriate narrative and technical justification.

The PDR shall include, at a minimum, the following information:

4.7.1 Recommendations for maintenance access structures, isolation valves, access tees and pipeline rehabilitation based on the findings in the Inland Empire Brine Line Reach V Pipeline Condition Study Final Report, May 10, 2013, Prepared by RMC Water and Environmental.

4.7.2 Project design concept, design criteria and materials selection for final design.

4.7.3 Project phasing and construction sequence, and constraints for implementing and coordinating the design and construction activities. Near term project construction will include in-pipe inspection (CCTV Inspection and/or Laser Profiling and/or Sonar) of the pipeline. In-pipe inspection may be used to verify pipe ovality, document vertical and horizontal angle points and sags (locations were Brine is not able to drain from pipe). This information will be used in the design and/or provided to the CIPP Contractor to confirm the limits of the pressure CIPP, locate temporary access pits and complete the final design.

4.7.4 Hydraulic analysis and calculations for the Pressure CIPP lining considered and an evaluation of hydraulic performance. SAWPA developed and maintains a hydraulic model for the Brine Line. The hydraulic model is based upon the Storm Water Management Model engine. Data files will be provided to the Consultant.

4.7.5 Identification of traffic control issues and locations, permits and permit requirements, and temporary or permanent construction easements.

4.7.6 A preliminary opinion of probable construction costs and quantities.

4.7.7 The Consultant shall estimate the duration of all construction related activities in order to establish overall duration of project construction.

4.7.8 Project drawings (35 percent design level) depicting the entire alignment, new maintenance access structures, isolation valves, access tees, CIPP access points, staging areas, utilities and temporary construction easements at the proposed scale of 1 inch = 200 feet on 11X17 sheets.

4.7.9 General detail drawings (35 percent design level).

4.7.10 Prepare a preliminary table of contents for the detailed specifications.

4.7.11 Brine Flow Management. Consultant shall evaluate the management of Brine Flow and requirements for managing the Brine flow for the Near, Short and Long Term Projects. Management of Brine Flow could consist of one or all of the following; a temporary shut-down of flow (greatest impact to upstream dischargers, requires coordination with dischargers and EMWD), diversion of flow (requires coordination with EMWD) and by-passing of flow. Identify and recommend necessary measures to minimize disruption of the Brine Line operations. All unavoidable system interruptions shall be carefully identified and incorporated into the project implementation schedule.

4.7.12 Recommendation for process for implementing constructability review and a level of effort that is appropriate for the project. The Consultant shall also develop a list of critical construction related operations that

could potentially result in significant impacts to project cost and schedule (i.e. increased risk of overflows, flow diversions, permit violations, etc.).

The Consultant shall submit seven (7) copies and one (1) electronic copy in PDF format of the Draft PDR to SAWPA for review. SAWPA will provide comments to the Consultant no later than seven (7) days after receipt of the complete Draft PDR.

The Consultant shall incorporate SAWPA's comments and shall submit a written response to SAWPA's comments including a description of how the comments were/were not incorporated into the submittal package. Consultant shall incorporate SAWPA's comments and provide one (1) copy and one (1) electronic copy to SAWPA for final review. SAWPA will provide comments to the Consultant no later than seven (7) days after receipt of the complete Draft PDR.

The Consultant shall incorporate SAWPA's comments and shall provide (7) copies and one (1) electronic copy in PDF format of the Final PDR within fourteen (14) days after receipt of SAWPA's comments. Consultant shall provide a CD with the electronic files in PDF and Word format and drawings in PDF and AutoCAD format.

4.8 Final Design

Final design shall be completed in accordance with the sequence of events Items 1 – 10 described in Section 1, Page 4. The Consultant shall provide engineering services to prepare three complete packages of biddable plans, specifications and other contract documents as required based on the design concepts and criteria developed during Preliminary Design. Final Design activities include, but are not limited, to:

4.8.1 Review in-pipe inspection data obtained during the Near Term Project Construction. Consultant shall prepare a draft technical memorandum recommending any change to the short and long term design developed during Preliminary design. Consultant shall update the schedule and preliminary opinion of probable construction costs and quantities developed in Preliminary Design. The Consultant shall address comments received and incorporate comments in a final technical memorandum.

4.8.2 The Consultant shall prepare project drawings that utilize mapping developed in Task 4.4 (Survey). The drawings shall be plan sheet format accompanied by, title sheet, site plan and required detail sheets. Full size drawings (22" x 34") shall be at a scale of 1" to 100' (a greater scale may be needed for Near Term Project, short and long term project details and key locations) and shall be suitable to be reduced to half-size (11"x17") at a scale of 1" to 200'. Draft plans and details shall be submitted for review at the 60 and 95 percent design level. The Consultant shall address comments received and incorporate comments into the contract bid documents.

4.8.3 The Consultant shall prepare project specifications for the proposed project. Project specifications shall be based on the Standard Specifications for Public Works Construction (latest edition)

("Greenbook"). The cover of the specifications must be signed and sealed by a professional engineer licensed to practice in the State of California. Specifications shall include environmental considerations, SPPP BMP's, permit requirements, temporary Brine Line by-pass pumping system, spill notification and response, special State Revolving Fund requirements as established by the State Water Resources Control Board, contract durations and sequence of construction. Draft specifications shall be submitted for review at 60 and 95 percent draft level. The Consultant will address comments received and incorporate comments into the contract bid documents.

4.8.4 Traffic control plans will be submitted for review at 60 percent draft level. The Consultant shall incorporate comments into the final plans prior to submittal to the appropriate agency per Task 4.2.2 (Traffic Control). Final approved plans will be included in the contract bid documents.

4.8.5 The Consultant shall perform a constructability review based on the process and level of effort developed in the PDR (Task 4.7.12).

4.8.6 Consultant shall provide an update to the schedule developed in the PDR. Schedule shall be provided at the 60 and 95 percent design submittal.

4.8.7 Consultant shall provide an update to the opinion of probable construction costs, quantities and financing plan developed in the PDR. Construction costs and financing plan shall be provided at the 60 and 95 percent design submittal.

4.8.8 The Consultant shall ensure that all project construction and material procurement documents are prepared for open and competitive bid. The Consultant shall indicate if there are any project specific issues that cannot be addressed through competitive bidding and will provide documentation and a recommendation to SAWPA regarding these specific issues.

4.8.9 The Consultant shall provide one final signed and sealed hard copy set of the contract specifications and one full-size (22x34) hard copy set and one half-size (11x17) hard copy set of the contract drawings. A CD with the electronic files in PDF format of the final signed and sealed contract specifications, signed and sealed full-size and half-size contract drawings, electronic files in AutoCAD format of the contract drawings and electronic files in Word format of the contract specifications. SAWPA will provide final contract document reproduction, bid advertisement, and contract document distribution.

4.9 Reach V, Contract V Improvements (Optional Task)

4.9.1 The Consultant shall provide Program Management as described in Section 4.1 including monthly invoices, schedule, progress reports, progress meetings, one workshop, and one SAWPA commission meeting.

4.9.2 The Consultant shall provide Permitting as described in Section 4.2 to include the City of Lake Elsinore Encroachment Permit.

4.9.3 The Consultant shall assist SAWPA in obtaining a temporary construction easements and permanent easement, and shall provide all surveying, legal descriptions, plat maps, and required coordination to acquire said temporary construction easements and permanent easement. Easement is for the Northeastern portion of the project connecting Nichols Road with Pierce Street as shown on Figure 4.

4.9.4 The Consultant shall provide Geotechnical Investigation, Survey and Utility Coordination as described in Section 4.3, 4.4 and 4.5. Consultant shall confirm tie-in locations. This confirmation shall include potholing the upstream and downstream Brine Line tie-in locations and surveying of the pothole locations for inclusion in the design drawings.

4.9.5 The Consultant shall provide preliminary and final design as described in Section 4.7 and 4.8. Full size drawings (22" x 34") shall be at a scale of 1" to 40'

4.9.6 The Consultant shall provide Bid and Award activities as described in Section 4.10, including preparation of three (3) addenda.

4.10 Bid and Award Activities for Near Term Project and Pressure CIPP (Short and Long Term) Project

The Consultant shall provide Bid and Award activities for the near, short and long term projects. Bid and Award Activities tasks include, but are not limited to:

4.10.1 The Consultant shall prepare the pre-bid meeting agenda, prepare for and attend the pre-bid meeting and attend a project site tour, and review pre-bid meeting minutes. SAWPA will prepare pre-bid meeting minutes.

4.10.2 The Consultant shall prepare and submit six (6) addenda (near, short and long term projects) as needed.

4.10.3 The Consultant shall respond to bid questions during the bidding period.

4.10.4 The Consultant shall assist SAWPA in the evaluation of bids received. The Consultant shall provide a memorandum to SAWPA with the findings of its review, analysis, conclusions, and recommendation associated with the bids received. The memorandum shall also describe, explain, and summarize any variances between the Consultants cost estimate and the apparent low bidder's bid breakdown.

4.10.5 Within two weeks after the bid opening, prepare a conformed document set (drawings, specifications and other required documents) that incorporates the addenda.

5. Project Schedule

The Consultant shall conduct a kick-off meeting within one (1) week from notice to proceed. SAWPA anticipates the total time to complete preliminary and final design of the near, short and long term projects is 150 working days. Time does not include period during construction of the near term project (in-pipe inspection data is needed for short and long term final design), and bid phase for the near, short and long term projects. SAWPA anticipates the total time to complete preliminary and final design of the Contract V improvements is 80 working days.

6. Fee proposal requirements

In preparing the fee schedule for the services identified under the scope of work, the Consultant shall take into consideration the following:

6.1 Compensation for Consultant direct services provided in completing the tasks shall be based upon an hourly billing rate up to a not-to-exceed amount.

6.2 For each task, provide a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-consultant services. The labor breakdown shall be compiled by project task, and be based on a listing of work tasks that correlates with the Consultant's defined scope of work for the project proposal. For each task sum the total hours and the total cost. The sum of all task hours and task cost shall be provided. This information will be used by SAWPA to evaluate the reasonableness of the fee proposal, and will be used in negotiating the final fee amounts for the contract agreement. Optional tasks shall be detailed as described above for all tasks. Optional tasks shall be broken out separately and not included in the sum of all task hours and all task costs. For each optional task sum the total hours and the total cost.

6.3 The Consultant shall detail the hours allocated to meetings by meeting type (kickoff, bi-weekly coordination, Commission, etc).

6.4 The Consultant's billing rates for all classifications of staff likely to be involved in the project shall be included with the fee proposal, along with the markup rate for any non-labor expenses and sub-consultants.

6.5 SAWPA will review the fee proposal of the Consultant deemed most qualified after completing a review of the proposals and conducting interviews. The final scope and fee will be negotiated with the top ranked Consultant.

6.6 Reimbursable expenses will not be allowed unless included in the proposal and negotiated prior to a contract. Billing rate escalations during the contract term are disfavored and shall be approved in negotiations prior to execution of a contract.

7. Proposal Requirements

Although no specific format is required by SAWPA, this section is intended to provide guidelines to the Consultant regarding features, which SAWPA will look for and expect to be included in the proposal.

Content and Format
SAWPA requests that submitted proposals are organized, presented in an understandable format, and relevant to the services requested. Consultant's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material is not of benefit and will not contribute to overall evaluation.

Proposals should be limited to pertinent information. Proposal should be no more than twenty **(20) typed pages** (based on an 11-point minimum font size). Resumes, cover letter and page dividers will not count toward the proposal page limit. Resumes should be included in an appendix. The fee proposal, provided in separate cover, should contain information to clearly respond to the information that is requested in the RFP.

The proposal should include the following:

- Cover or transmittal letter
- Table of Contents, page numbering
- Project Approach and Scope of Services
- Project Team and Organization Diagram
- Descriptions of similar projects by key staff to be used on this assignment including scope and complexity of the projects
- Brief resumes of key staff and sub-consultants (In Appendix)
- Relevant and appropriate references
- Project schedule
- Breakdown of total hours by Task. Total hours include Consultant personnel and subconsultants.
- Contract Exceptions, Proof of Insurance
- Fee proposal, billing rates for staff. In addition, the fee proposal shall include a breakdown of hours by type of personnel identified as part of the project team. **(submitted in a separate sealed envelope).**

Some of these areas are described in further detail below:

Cover or Transmittal Letter
An individual authorized to bind the Consultant shall sign the proposal and fee proposal. The proposal shall contain a statement that the proposal and fee are valid for at least a 90-day period.

Project Approach and Scope of Services
A description of the work program that will be undertaken shall be included in this section. It should explain the technical approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items identified in the RFP. It should also include a discussion of constraints, problems, and issues that should be anticipated during the contract, and suggestions for approaches to resolving

them. Any proposed deviations to the scope of work as described herein should be clearly noted.

Project Team and Organization Diagram
The purpose of this section is to describe the organization of the project team including sub-consultants and key staff. A project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with SAWPA. An organizational diagram shall be submitted showing all key team members, their office location, and the relationship between SAWPA, the project manager, key staff, and sub-consultants. There also shall be a brief description of the role and responsibilities of all key staff and sub-consultants identified in the team organization.

Project Schedule
A project schedule shall be included which identifies the timetable for completion of tasks, activities, and phases of the project that correlate with the scope of work for the project. There should be a brief discussion of any key assumptions used in preparing the timetable, and identification of critical tasks and/or events that could impact the overall schedule.

Contract Exceptions, Proof of Insurance
The Consultant shall carefully review the standard agreement and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

The Consultant shall furnish, with the proposal, proof of insurance coverage to the minimum levels identified in Section 8.

Fee Proposal (In Separate Sealed Envelope)
A Fee Proposal shall be submitted per the requirements of Section 6.

8. General Requirements

8.1 Insurance Requirements

The Consultant shall furnish, with the proposal, proof of the following minimum insurance coverage. Full information on insurance requirements is listed in Attachment B. These minimum levels of coverage are to be maintained for the duration of the project:

a. Obtain a Commercial **General Liability and an Automobile Liability** insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than $2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any

auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable.

b. Obtain a policy of **Professional Liability** (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of $2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects' and engineers' coverage shall include contractual liability.

c. Obtain a policy of **Employer's Liability** insurance in a minimum amount of $1,000,000.00 per accident for bodily injury and property damage.

d. Provide **worker's compensation** insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities.

The Consultant is encouraged to contact its insurance carriers during the Proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

8.2 Standard Form of Agreement

The selected Consultant will enter into an agreement with SAWPA based upon the contents of the RFP and the Consultant's proposal. SAWPA's standard form of agreement is included as **Attachment B**. The Consultant shall carefully review the agreement, especially in regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

8.3 Assigned Representatives

SAWPA will assign a responsible representative to administer the contract and to assist the Consultant in obtaining information. The Consultant also shall assign a project manager who shall be identified in the proposal. The Consultant's representative shall remain in responsible charge of the Consultant's duties from the notice-to-proceed through project completion. SAWPA's representative shall approve any substitution of representatives or sub-consultants identified in the written proposal. SAWPA reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract.

9. Consultant Evaluation and Selection Process

SAWPA's consultant evaluation and selection process is based on comprehensive review of the proposals for professional services. The following criteria will be used in evaluating the proposals:

1. Understanding of the project requirements including identification of critical elements and key issues for successful project implementation.

2. Technical approach and work plan for the project, including innovative approaches
3. Relevant qualifications and experience of the, firm, project manager, other key individuals, and sub-consultants and past performance and experience.
4. Schedule
5. Quality control procedures
6. Results of reference checks
7. Clarity of proposal and compliance with proposal requirements

Firms submitting the best proposals may be invited to an interview conducted by a selection panel made up of representatives from SAWPA member agencies, sub-agencies, and/or SAWPA staff. The number of firms to be invited for interviews is at the discretion of SAWPA. The interview format and details will be included in the interview invitation letter. SAWPA recognizes the significant effort required to respond to this RFP and therefore discourages any firm or team which lacks the required experience to submit a proposal for evaluation.

SAWPA may negotiate a contract with the most qualified firm or firms for the desired consulting services and compensation level, which SAWPA determines is fair and reasonable. Failing a successful negotiation with the best-qualified firm or firms, SAWPA will terminate negotiations and continue the negotiation process with the next most qualified firm(s), in order to obtain the services at a fair and reasonable price, until an agreement is reached, a firm is selected, and an agreement is executed.

10. Attachments

Attachment A – Inland Empire Brine Line Reach V Pipeline Condition Study Final Report, May 10, 2013, Prepared by RMC Water and Environmental.

Attachment B - Standard form of Agreement

11. Available Documents

The following reference documents are available for download from SAWPA's FTP site. Please e-mail Regina Patterson at rpatterson@SAWPA.org to receive FTP download instructions.

1. Record drawings of Reach V
   a. Contract 1
   b. Contract II and III
   c. Contract IV
   d. Contract V
2. Reach V Specifications
3. Reach V Geotechnical Reports
4. Reach V Geotechnical Reports for Test Pits
5. Expert Panel Summary Report
6. Elsinore Valley Municipal Water District (EVMWD), Alberhill Transmission Pipeline, Water Improvement Plan (Segment 1)
7. Tract 28214 Street Improvement Plan C.F.D. Nichols Road Phase 2, Stage 1.
8. Street Improvement Plan C.F. D. Nichols Road

9. Riverside County Flood Control and Water Conservation District Nichols Road Storm Drain Plans - Interim
10. EVMWD TR28214 Offsite sewer and water improvement plan
11. Utility plans received to date.

PROPOSAL AUTHORIZATION

(Please provide this document (or exact information) on your letterhead)

I certify I am authorized to submit a binding proposal on behalf of my company, (enter company name), and this proposal conforms to required specifications unless otherwise noted.

_____
Company Name

_____
Proposal Submitted by

_____
Title

_____
Signature

_____
Date

_____
Email

_____
Telephone Number

_____
Facsimile Number

Figure 1. Inland Empire Brine Line

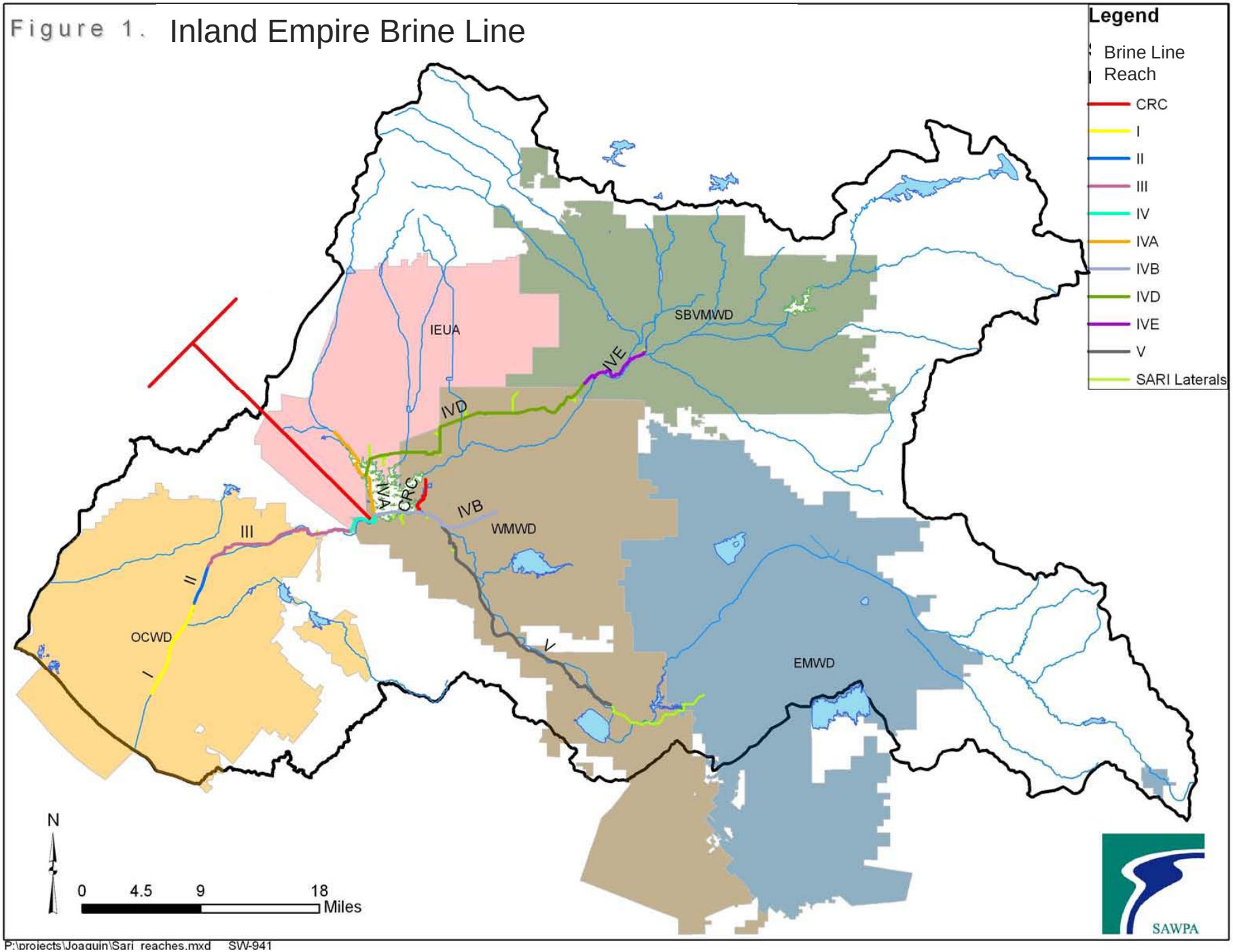

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Figure 2: Brine Line SSO
Streams
SSO Location
Brine Line
Ontario Ave
El Cerrito Rd
Temescal Canyon Rd
MWD Lower Feeder
Temescal Wash
I 15
I 15
Cajalco Rd
E Ontario Ave
Storm Drain
Dos Lagos Shops
Weirick Rd
CHINO
EASTVALE
NORCO
RIVERSIDE
HOME GARDENS
CORONA
EL CERRITO
SSO Location
LAKE ELSINOR
1,000 500 0 1,000 Feet

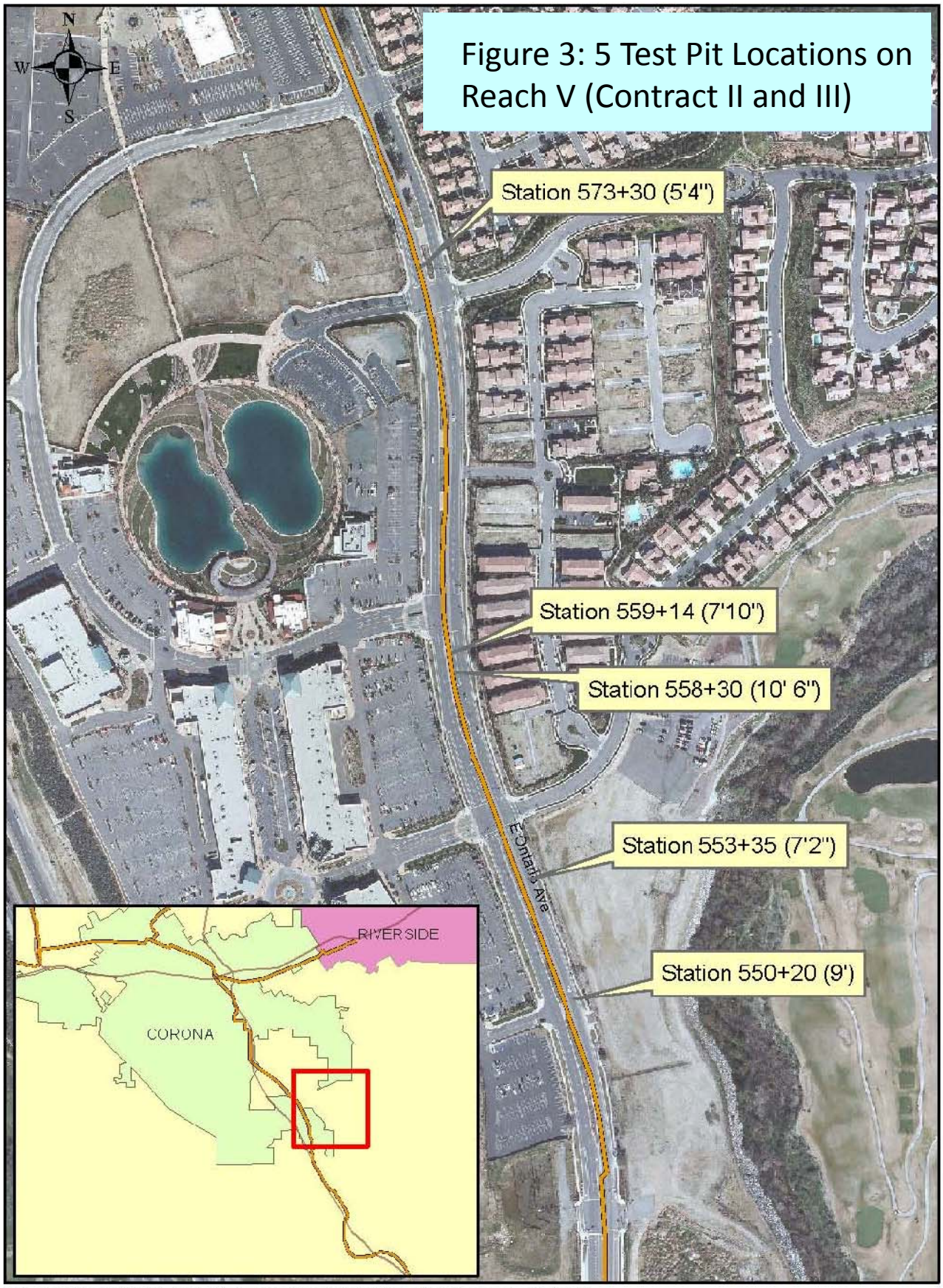

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Figure 4: Brine Line Reach V (Contract V) Improvements

Attachment A

Santa Ana Watershed Project Authority
Inland Empire Brine Line Reach V Pipeline Condition Study
Final Report

May 10, 2013

Attachment B

SANTA ANA WATERSHED PROJECT AUTHORITY
AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this ___ day of _____, 201_ by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and _____("Consultant") whose address is _____.

RECITALS

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

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

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until _____, unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

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

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

ARTICLE III

COMPENSATION

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

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

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

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

ARTICLE IV
CONSULTANT OBLIGATIONS

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

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

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

4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than $2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

4.03b Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of $2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects' and engineers' coverage shall include contractual liability;

4.03c Obtain a policy of Employer's Liability insurance in a minimum amount of $1,000,000.00 per accident for bodily injury and property damage.

4.03d Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities;

4.03e Consultant shall require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.

4.03f Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

4.04 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Consultant's negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant's failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.

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

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

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

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

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

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

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

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

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

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

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

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

ARTICLE VIII

TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX

CONSULTANT STATUS

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

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

ARTICLE X
AUDIT AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XI
MISCELLANEOUS PROVISIONS

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

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

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

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

11.05 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

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

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

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

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

SANTA ANA WATERSHED PROJECT AUTHORITY

_____

Celeste Cantú, General Manager Date

CONSULTANT NAME

_____ _____

(Signature) Date Typed/Printed Name

SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. _____

CONSULTANT: **VENDOR NO.**

COST:

PAYMENT: Upon Proper Invoice

REQUESTED BY: (date)

FINANCE: _____
Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding
Acct. Description

COMMISSION AUTHORIZATION REQUIRED: YES ( ) NO ( )
Commission Memo ____.

This Task Order is issued by the Santa Ana Watershed Project Authority (hereafter "SAWPA") to_____ (hereafter "Consultant") pursuant to the Agreement between SAWPA and Consultant entitled *Agreement for Services*, dated _____ *(expires).*

I. PROJECT NAME OR DESCRIPTION

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials and equipment for the Project to perform the specific tasks as described in Attachment A (or describe tasks here).

Please refer to Appendix X for acceptable formats, also found at www.sawpa.org/html/e_req.htm

III. PERFORMANCE TIME FRAME

Consultant shall begin work within five days of the date this Task Order is signed by the Authorized Officer and shall complete performance of such services by or before____, 20__.

IV. SAWPA LIASION

_____shall serve as liaison between SAWPA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of $ ____ in accordance with the schedule of rates. Payment for such services shall be made within 30 days upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

a. The Agreement for Services by Independent Consultant/Contractor.
b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
c. Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
d. Specifications incorporated by reference.
e. Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

SANTA ANA WATERSHED PROJECT AUTHORITY

_____
Celeste Cantú, General Manager Date

CONSULTANT NAME

_____ _____
(Signature) Date Print /Type Name