



REQUEST FOR QUALIFICATIONS (RFQ)

For

AS NEEDED REGULATORY STRATEGIST/FACILITATOR SUPPORTING SAWPA/LESJWA TASK FORCES

Lake Elsinore & San Jacinto Watersheds Authority



City of Lake Elsinore • City of Canyon Lake • County of Riverside
Elsinore Valley Municipal Water District • Santa Ana Watershed Project Authority

May 2019

**SAWPA
REQUEST FOR QUALIFICATIONS (RFQ)
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FORCES**

NOTICE TO SUBMITTING FIRMS

1. Qualification Submittals for the RFQ as described herein, will be submitted to Mark Norton at: mnorton@sawpa.org electronically, as a single Adobe Acrobat (PDF) file, with search capability to ensure readability and compatibility, not more than 15 pages long (not including cover letter, exhibits and resumes), and not more than 10 megabytes in size.
2. All qualification submittals must be received by **4:00 p.m. on Friday, June 7, 2019**
3. If additional information is needed, contact Mark Norton at (951) 354-4221 or mnorton@sawpa.org.
4. Any changes to this RFQ are invalid unless specifically modified by SAWPA and issued as a separate addendum document. Should there be any question as to changes to the content of this document; SAWPA's copy shall prevail. It is the submitting firm's sole responsibility to ensure that their qualification submittal, inclusive of any or all addenda, is received to the proper place at the proper time. SAWPA will not accept submittals after the cut off time listed above.

Section I – PROJECT INTRODUCTION AND OVERVIEW

A. GENERAL OVERVIEW

SAWPA

The Santa Ana Watershed Project Authority (SAWPA) is a Joint Powers Authority with five member agencies: Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District.

Formed in 1968, SAWPA is a utility that owns and operates the Inland Empire Brine Line, a 73-mile brine collection system responsible for the daily removal of over 500,000 pounds of salt, ensuring the highest and best use of groundwater resources and an expanded ability to reclaim water, providing economic benefit and retaining numerous local jobs. SAWPA administers the One Water One Watershed Program, an integrated regional water management (IRWM) plan envisioning a sustainable Santa Ana River Watershed that is drought resilient, salt-balanced and supportive of social, economic, and environmental vitality by 2035. Over the past 10 years, SAWPA has worked collaboratively to secure water bonds and IRWM grant funding totaling over \$250 million within the watershed. SAWPA also facilitates several Roundtables, collaborative forums addressing the region's water resource challenges including implementing TMDLs, Forest First, water/energy program and other regional partnerships. SAWPA's FYE 2018 budget is projected to be \$39,761,000.

The Santa Ana River Watershed, with over 6 million people, spans approximately 2,840 square miles and covers portions of San Bernardino, Riverside, Orange, and a small area of Los Angeles Counties. SAWPA has led the creation of a framework to select the best multi-benefit projects resulting in the completion of 50 projects valued at over \$860 Million throughout the watershed, providing 342,000 acre-feet of new water annually. The Santa Ana River Watershed has, perhaps, the most comprehensive water quality protection program of any watershed in the country due to the ongoing interest and participation of SAWPA, its member agencies, and the Regional Water Quality Control Board. The basin plans for water quality protection that have now become the standard for California were developed in the 1970s with the assistance of SAWPA. Since its inception, SAWPA has partnered with the Regional Board on numerous collaborative efforts.

SAWPA is well suited to address complex issues in the Santa Ana River Watershed due to its 50-year history in leading and governing numerous collaborative efforts working closely with Federal, State, and local agencies to obtain positive results relating to a variety of complex, sometimes controversial, water resource projects and programs. Utilizing the capable skills of SAWPA's staff, multi-agency agreements, consultant contracts, and facilitated discussions, SAWPA's successful programs and projects represent the best in collaboration, information, and data management.

LESJWA

The Lake Elsinore and San Jacinto Watersheds Authority's (LESJWA's) jurisdiction covers the Lake Elsinore watershed, the drainage basin around Lake Elsinore and the 720-square mile San Jacinto River Watershed, a subwatershed in the Santa Ana River Watershed. The natural flow of water through the San Jacinto Watershed carries nutrient rich sediment and stormflow into Canyon Lake and Lake Elsinore every year. The nutrients, high in phosphorus and nitrogen, impact water quality and the ecosystem in both Canyon Lake and Lake Elsinore. In 2004, the Regional Water Quality Control Board established TMDLs and listed both Lake Elsinore and Canyon Lake as impaired water bodies due to excessive nutrients, low dissolved oxygen, high levels of algae and ammonia. In 2006, a multi-agency task force

administered by LESJWA/SAWPA was formed to assist local agencies with TMDL deliverables working towards regulatory compliance.

LESJWA is a Joint Powers Authority and is governed by five member agencies: Elsinore Valley Municipal Water District, the City of Lake Elsinore, the City of Canyon Lake; the County of Riverside, and SAWPA. SAWPA also serves as the Authority Administrator. Formed in 2000, LESJWA has established the following goals and objectives for its organization:

- To support planning, design and implementation of projects to improve water quality at both Lake Elsinore, Canyon Lake and the San Jacinto River Watershed
- To work with stakeholders to secure reliable funding to operate and maintain water quality improvement projects at both Lake Elsinore, Canyon Lake and the San Jacinto River Watershed
- To serve as administrator of the Lake Elsinore and Canyon Lake TMDL Task Force
- To seek ongoing reliable revenue to operate LESJWA JPA in fulfillment of its mission

SAWPA's duties as administrator of the Lake Elsinore and Canyon Lake TMDL Task Force include the following:

- Organize and facilitate TMDL Task Force and TAC meetings,
- Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL Task Force members,
- Manage TMDL Task Force funds and prepare annual reports of TMDL Task Force assets and expenditures,
- Serve as the contracting party, for the benefit of the TMDL Task Force, for contracts with all consultants, contractors, vendors and other entities,
- Seek funding grants to assist with achieving goals and objectives of the TMDL Task Force.
- Coordinate with other agencies and organizations as necessary to facilitate TMDL Task Force work.
- Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL Task Force.

B. PURPOSE OF REQUEST FOR QUALIFICATIONS

SAWPA is issuing this Request for Qualifications (RFQ) to create an on-call list of qualified firms or professionals (hereafter firm or firms) to provide services for regulatory advice and support, strategic implementation and facilitation to several SAWPA and LESJWA multi-agency task forces composed of 20+ agency representatives who work together to meet regional water quality obligations and water regulations such as TMDLs. Listed below are all the task forces that the proposed qualified firm would be supporting:

SAWPA

1. Basin Monitoring Program Task Force
2. Middle Santa Ana River Pathogen TMDL Task Force
3. Emerging Constituents Program Task Force (as needed)

LESJWA

- 4. Lake Elsinore and Canyon Lake Nutrient TMDL Task Force – Meets generally monthly, 10 meetings per year

This support work includes attendance, participation, and facilitation at regular task force meetings, preparation and distribution of handouts for Task Force, analysis of regulatory or institutional issues, development of proposed approaches to comply with state and federal water quality laws and regulations, presentations to task forces and regulatory and governance bodies on behalf of task force and SAWPA, facilitation of group discussions of complex water quality issues among parties with divergent interests, and drafting and editing of Regional Board staff reports and basin plan amendment text. These efforts include interaction with SAWPA staff, member agencies, stakeholders, other consultants, and regulatory bodies. Work will be directed by SAWPA Water Resources and Planning Manager Mark Norton and SAWPA Senior Watershed Manager, Rick Whetsel.

SAWPA will select firms based on their qualifications and expertise to perform the duties as described further below. Upon selection, an on-call list of qualified firms for each service will be established. SAWPA will execute a General Services Agreement (GSA) with each selected firm or professional in the form of the standard GSA attached to this RFQ. Should you or your firm request additional contractual terms and conditions for consideration, such requests must be clearly identified on **Exhibit E** and submitted at the time of qualification submittals. No additional terms and conditions will be accepted following receipt of qualification submittals, and SAWPA will consider such additional contractual terms and conditions as part of its evaluation process.

C. HOW THE ON-CALL LIST WILL BE USED

When SAWPA needs specific support work, it will request cost proposals from qualified firms on the Short List. SAWPA may request proposals from the entire list, or only from firms it finds to be qualified for the specific work needed. SAWPA will then select a service provider for each or all task force based on qualifications and the cost proposal. SAWPA retains discretion to negotiate with a single provider on a sole-source basis if it deems that approach appropriate under the circumstances. SAWPA will then issue a Task Order to the selected service provider for the identified work. Task Orders will be issued for a minimum of a two-year term.

Selected firms or professionals will perform the services stated herein in accordance with the highest legal, ethical, and professional standards.

C. PROJECT SPECIFIC DATES

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of this work. Please note the following key dates when preparing your response to this RFQ.

Description	Date
Release of RFQ to Vendors	May 15, 2019
Qualification Submittal Due Date 4:00 p.m.	June 7, 2019
Qualification Submittal Review and Short List	June 14, 2019
Vendor Interviews	TBD
Vendor Selection	TBD
Submit for SAWPA Board Approval	July 2, 2019
Contract Approval and Approximate Start Date	July 9, 2019

D. SELECTION CRITERIA

The criteria for vendor selection to the short list will be based on, but not limited to, the following:

1. Qualifications and Experience (Firm and Personnel) - Consultant shall have a minimum of 5 years demonstrated experience, by the references provided in **Exhibit A**, in regulatory guidance support and facilitation skills in the water industry and resumes of key people to address experience and qualifications, educational background, and skills.
2. References
3. Office Location(s)
4. Exceptions Taken to RFQ – **Exhibit E**
5. Quality of Qualification Submittal (Firm provided all information requested in the qualification submittal, qualification submittal is well-organized and clear).

E. EVALUATION AND SELECTION PROCESS

1. Submittal Review: SAWPA will review and evaluate each submittal to determine if it meets the requirements for the type of service defined herein. Failure to meet the requirements will be cause for eliminating the applicant from further consideration.
2. Selection: Based on the SAWPA's evaluation, the firms will be ranked. It is anticipated that contracts will be awarded with the highest-ranking firms being selected. However, SAWPA reserves the right to consider the overall distribution of contracts and may award agreements as it deems necessary to achieve a balance, regardless of the assigned rank.
3. Short List: The approved "Short List" will be valid for five years. SAWPA has the right to add and remove firms from the list during the five-year time. SAWPA has the right, at its sole discretion, to qualify firms throughout this period.
4. Consultant Firm Selection: Projects or tasks awarded pursuant to the Short List will be assigned at SAWPA's sole discretion. SAWPA will seek to hire a firm or firms for some or all task forces for a minimum two year term and will consider the balance of awards for such assignments throughout the term of the contract(s); however, SAWPA is in no way obligated to assure such workload or monetary distribution.

Section II – SUBMITTAL REQUIREMENTS

- A. The submittal must emphasize responding to the requirements set forth herein. Firms must demonstrate their capabilities, background, and expertise, for SAWPA to effectively evaluate the submittals, and select the firm(s) that provide the best value to SAWPA based on the selection criteria in Section 1. The Qualification Submittal should include, at a minimum, the following information:
1. Cover Letter
 2. Executive Summary –including a brief summary of the firm’s origin, background, and size of the company, an organizational chart, the overall capabilities of the organization, appropriate licenses and certifications (if applicable), and proximity of company’s resources to SAWPA’s offices and facilities.
 3. Understanding of Support Services and Approach - The project approach should describe the tools and methods that the firm or firms will use to execute the work. The project approach need not repeat the Scope of Work, but should address each task, sub-task, and deliverable as well as optional tasks
 4. Statement of Qualifications
 - a. Qualifications and Experience (Firm and Personnel) – a description of the firm’s expertise related to services requested and a full discussion of the firm’s recent experience. Include resumes of key staff to address experience and qualifications, educational background, and skills.
 - i. Must have at least five years of experience in regulatory and facilitation support related to the water industry.
 - ii. Demonstrate close working relationships with Regional Water Quality Control Board staff and State Water Resources Control Board staff.
 - iii. Be willing to provide a client list to demonstrate that no other clients could negatively impact SAWPA or its task force agencies.
 - b. References (**Exhibit A**) – list three (3) former municipal (preferred) or private clients for whom comparable services have been performed within the last five years. Include the name, mailing address, telephone number and e-mail address of each client’s principal representative.
 - c. List of Subcontractors (**Exhibit B**) – a description of any subcontractor arrangements that would be utilized for this discipline of work. Include a full description of the subcontractor’s experience and personnel.
 5. Vendor Business Information (**Exhibit D**)
 6. Additions, Deletions and/or Exceptions (**Exhibit E**) – compliance with SAWPA’s contractual terms and/or RFQ requirements. The firm shall note any additions, deletions and/or exceptions to the contractual terms and/or SOQ requirements. If there are no exceptions taken, note in writing that there are none.
- B. SAWPA may make such investigations as it deems necessary to determine the ability of the firm to provide the goods and/or service as specified, and the firm shall furnish to SAWPA, as is commercially reasonable, all such information and data for this purpose.
- C. Any questions as to the meaning of the scope of work and/or technical specifications or other pre-qualifications submittal documents must be submitted in writing and shall be directed to

Mark Norton of SAWPA at (951) 354-4221 or mnorton@sawpa.org who will provide instructions for submitting requests. To be given consideration, requests must be received by May 31, 2019. Any and all such interpretations and any supplemental instructions will be sent to all prospective firms not later than May 31, 2019. All addenda so issued shall become part of the contract documents. Under no circumstances may the firm contact any other department for clarification or interpretation of any requirements herein.

- D. SAWPA anticipates entering into agreements with one or more qualified service providers, but reserves the right to reject any or all qualification submittals, either separately or as a whole. SAWPA reserves the right to waive any informality in a qualification submittal or to accept any qualification submittal presented which it deems best suited to the interest of SAWPA. SAWPA will select qualified providers for the Short List based on qualifications, and will select providers for specific tasks based on a combination of qualifications and price, and is not bound to accept the lowest price.
- E. The cost for developing the qualifications submittal is the sole responsibility of the firm. All submittals shall become the property of SAWPA.
- F. Be advised that all information contained in qualification submittal in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act.
- G. Upon selection of a firm or firms, they will be requested to avoid conflicts of interest in the watershed whenever possible. The firm or firms will be requested that for any regulatory/water quality compliance work they would propose do in the Santa Ana Watershed to be first reviewed by the pertinent Task Force and receive approval of the Task Force prior to accepting such work that relates to or is in the purview of the pertinent Task Force.

Section III – TECHNICAL SPECIFICATIONS

Technical Support Services

A. OBJECTIVE

SAWPA is seeking a firm or firms to serve as the regulatory strategist and facilitator for its multi-agency task forces and roundtables administered by SAWPA and LESJWA. The following SAWPA and LESJWA task forces have support needs in FY 2019- 2020 and every fiscal year thereafter:

SAWPA

- Basin Monitoring Program Task Force
- Middle Santa Ana River Pathogen TMDL Task Force
- Emerging Constituents Program Task Force (as needed)

LESJWA

- Lake Elsinore and Canyon Lake Nutrient TMDL Task Force – Meets generally monthly, 10 meetings per year

With the impending retirement of SAWPA and LESJWA's existing regulatory strategist and facilitator, Risk Sciences, SAWPA and LESJWA anticipates issuing one or more Task Orders to provide a transitional level of support for the coming fiscal year, FY 2019-2020, in which the firm or firms is expected to attend the meetings of specified task forces and confer with and provide support to Risk Sciences by email, phone or in person. Starting in FY 2020-2021, the firm or firms is anticipated to be tasked with accomplishing all duties as reflected in the following scope of work.

B. SCOPE OF WORK

Prepare for and participate in the four task forces, which typically meet on the following frequency per year.

SAWPA

Basin Monitoring Program Task Force – Meets generally monthly, 10 meetings per year

Middle Santa Ana River Pathogen TMDL Task Force – Generally conducts, 6 meetings per year

Emerging Constituents Program Task Force (as needed) Will meet month Aug – Dec 2019, future meetings dependent on future EC sampling

LESJWA

Lake Elsinore and Canyon Lake Nutrient TMDL Task Force – Meets generally monthly, 10 meetings per year

Basin Monitoring Program Task Force Support

FY19-20 (Support to Risk Sciences)

1. Provide review and input for RFP to prepare CEQA SED to support BPA adopting the updated WLAM to be developed by SAWPA staff
2. Develop draft BPA language to clarify key provisions in existing basin plan
 - a. Appropriate application of increment-of-use limits
 - b. Identify water quality objectives established as antidegradation targets
 - c. Specify intended uses to be protected by TDS & TIN objectives (GWR/MUN not WARM or AGR)
 - d. Appropriate spatial and temporal averaging periods for WQO's
 - e. Appropriate temporal averaging periods for TDS effluent limits (aka "Drought Policy")
 - f. Appropriate method of calculating compliance with TDS objective in Reach 2
 - g. Relationship of TDS objectives to individual salt ion objectives for evaluating antidegradation
3. Provide review and input to Annual Report of Santa Ana River Water Quality prepared by SAWPA
4. Review and provide input on the results of annual wastewater loadings in the Annual Report of SAR WQ using new WLAM tool
5. Regulatory approval process to adopt BPA revising the Wasteload Allocation
 - a. CEQA Scoping Meeting
 - b. CEQA SED and Economic Analysis and Administrative Record
 - c. Regional Board workshop
 - d. Respond to peer review comments
 - e. Respond to public comments
 - f. Regional Board hearing
 - g. State Board hearing and response to comments; update administrative record for OAL
6. Review and provide input on the Ambient Water Quality Update (for 1999-2018)
7. Review and confirm validity of WQO's for TDS and TIN in Reach 2 and Reach 3 of SAR; update if appropriate
8. Evaluate value of expanding BMPTF membership to include other permittees (MS4, CAFO, dewatering, deminimus, etc.)
9. Review available data and propose data submissions in response to 303(d) data request
10. Review and evaluate alternative approaches to conduct the triennial ambient water quality updates in light of proposed changes to the SWRCB Recycle Water Policy and the salt and nutrient management plans.

FY20-21

11. Track and provide comments on SWRCB's proposed Nutrient Control Policy (merged w/ "Biocriteria" policy)
12. Review EPA's final guidance for developing water quality criteria for Conductivity (when published)
13. Provide review input and support for the Annual Report of Santa Ana River Water Quality prepared by SAWPA Staff

Middle Santa Ana River Pathogen TMDL Task Force Support

FY19-20 (Support to Risk Sciences)

1. Review and provide input to synoptic study
2. Review and provide input to dry weather flow study
3. Review and provide input on bacteria mass balance analysis updates
4. Work with technical consultants to provide input on TMDL progress report (similar to 2010, 2013 & 2017 reports)
5. Prepare RFP to revise and update the TMDL to incorporate 2012 BPA & statewide WQO
6. Identify appropriate regulatory strategies to address other 303(d) listed waterbodies
7. Prepare RFP to develop formal criteria to identify/quantify uncontrollable sources
8. Review status of USGS study re: bacteria regrowth in SAR

FY20-21

9. Initiate TMDL revision process
10. Work with technical consultants to initiate new project(s) to develop formal criteria to quantify uncontrollable sources
11. Work with technical consultants to on detailed, comprehensive update of sediment shedding studies
12. Work with technical consultants on focused study of bacteria reduction effectiveness at Mill Creek wetlands

Long-Term

13. Regulatory approval process for revised TMDL
14. Work with technical consultants to revise CBRP for MS4, Ag, Dairy and other NPDES permittees

Emerging Constituents Program Task Force Support

FY 19-20 (Support to Risk Sciences)

1. Review laboratory reports and all related QA/QC data

2. Prepare draft report summarizing 2019 EC survey results
3. Revise draft report and submit final report to Regional Board
4. Present summary of results at Regional Board meeting
5. Facilitate four meetings of the EC Task Force (4 trips)

Long Term

6. Track future regulations regarding EC monitoring needs in the Santa Ana Watershed

Lake Elsinore and Canyon Lake Nutrient TMDL Task Force

FY19-20 (Support to Risk Sciences)

1. Support Regulatory Approval of Revised TMDL
 - A) Regional Board adoption hearing
 - B) Respond to public comments submitted to State Board
 - C) Prepare for State Board hearing
 - D) Finalize administrative record for submission to OAL
 - E) EPA review and approval process
2. Support Fishery Management Project in Lake Elsinore
 - A) Review and provide input on fish survey
 - B) Review and provide input on analysis of fish tissues for PCBs and DDT
 - C) Review and provide input on carp removal program (incl. tracking data)
3. Support Monitoring Program
 - A) Review and provide input on lake monitoring, prepare/submit related reports
 - B) Review and provide input on watershed monitoring, prepare/submit related reports
 - C) Review and provide input on calculation for compliance status w/ 10-year rolling average WLA in the 2004 TMDL
4. Support LEAMS Offset Program
 - A) Prepare validation report for LEAMS offset credits
 - B) Provide review and input on updated cost allocations and invoices
 - C) Review and provide input on preparation and submittal of annual report to Regional Board
 - D) Provide support for development of a scope for engineering asset analysis for both systems
5. Support Alum Offset Program
 - A) Update cost allocations and prepare invoices

- B) Update database of accumulated offset credits
- C) Perform sediment flux study to revise scope/scale of future applications
- 6. Prepare Draft of Official Compliance CDFs
 - A) Reference condition CDF vs. Post-TMDL projection
 - B) Overlay actual monitoring status on the above CDF graphs
- 7. Prepare submissions for the 303(d) data request (esp. PCB/DDT fish tissue data)
- 8. Provide Support to Technical Consultant(s) responsible for the Updated Comprehensive Nutrient Reduction Plans (MS4 & Ag)
 - A) Review and provide input on preparation of RFP to update the CNRP
 - B) Review and provide input on the performing of model simulations to evaluate implementation alternatives
 - C) Review and provide input on RFP to develop compliance tracking/reporting tools (Dashboard)
- 9. Review Lake Elsinore Advanced Pumped Storage (LEAPS) impacts and evaluate simulation studies on various mitigation alternatives
- 10. Support Task Force Governance Issues
 - A) Provide guidance on developing new Task Force agreement & budget based on revised TMDL
 - B) Provide guidance on developing formal policy re: appropriate balance in contingency fund

FY20-21

- 11. Support Fishery Management Project in Lake Elsinore
 - A) Review and provide input on carp removal program
 - B) Review and provide input on supplemental fish stocking program (if warranted)
- 12. Support Monitoring program
 - A) Review and provide input on development of updated lake monitoring program, prepare/submit related reports
 - B) Review and provide input on the development of updated watershed monitoring program, prepare/submit related reports
 - C) Review and provide input on the preparation of annual update of CDF compliance status graphs
 - D) Review and provide input on the development of an RFP to implement new TMDL monitoring plan

13. Support LEAMS Offset Program
 - A) Provide input on and support to update cost allocations and prepare invoices
 - B) Review and provide comments on the preparation and submittal of the annual report to Regional Board
14. Support Alum Offset Program
 - A) Provide input about alum applications based on revised program scope
 - B) Update cost allocations and prepare invoices
 - C) Update database of accumulated offset credits
15. Support the Implementation of a Revised TMDL (MS4 & Ag)
 - A) Provide support for the development and submittal of an updated CNRP
 - B) Provide support for the development and submittal of an updated Ag-NMP
 - C) Provide support for the development of a compliance tracking/reporting tool (Dashboard)

Long-Term

Provide suggestions and recommendations for the following:

16. 303(d) Listing Process for Santa Ana Region (2022)
17. Addressing cumulative and collective nutrient loads other lower priority sources
 - A) Small ag sources exempt from CWAD (i.e. <20 acres)
 - B) Non-irrigated ag operations not yet obligated by CWAD
18. LEAPS mitigation projects
19. Grant proposals
20. Supplemental implementation projects (where warranted to achieve compliance)
21. Effectiveness tracking/reporting for BMPs
22. Updating description of reference watershed condition based on new data
23. LEAMS maintenance and refurbishment
24. Triennial Progress Reports (if required)
25. Site-Specific Water Quality Objectives (if needed to support CDF approach)

C. EXPECTED SKILLS AND ABILITIES

1. Demonstrated skills in facilitating meetings regarding water quality, including meetings in which participants in meeting may hold opposing viewpoints; demonstrated experience in helping parties with diverse views on water quality, regulations, and water resources reach consensus. Experience and ability to gain trust of task force participants.
2. Ability to lead a coalition through a regulatory process using critical thinking and guide the coalition to a long term and favorable result.
3. Talent to read people's underlying motives and respectfully and skillfully call out these motives. Ability to tell the difference between positions and interests. Ability to separate issues from people.
4. Integrity, honesty and respect for people who hold different views.
5. Ability to maintain a high level of respect and trust by regulatory agencies and regulated community by articulating fair positions on issues.
6. Ability to quickly understand the complexity of water management in California, and particularly the complex history of water management in the Santa Ana Region and the evolution of relationships between the water agencies, wastewater entities and regulators.
7. Skill to communicate both orally and in writing using Microsoft Word effectively with engineers, geologists, life scientists, and general managers. Provide powerful presentations using Microsoft Powerpoint or other presentation tools to regulatory community as well as the regulated community. Ability to explain complex material in layman's terms.
8. Analytical skills to interpret laboratory data and share data summaries using Microsoft Excel or other interpretive tools.
9. Strong statistical skills and its application to water quality measurement and reporting.
10. Understanding of environmental and water quality computer modeling and how they work.
11. Ability to complete quality work assignments on time and within budget and be accountable for work product deliverables.
12. Strong project management skills including keeping Task Force informed of potential cost-overruns, change orders, sub-contractors or additional work tasks.
13. Ability to recommend solutions or compromises when disagreements arise within the group (creative thinker, strategist).
14. Ability to assist other consultants/sub-contractors who may also be working on the same Task Forces, as needed.
15. Strong research skills and the ability to use historical information as guidelines (does not reinvent the wheel).
16. Ability to provide formal comments or presentations on existing and/or proposed regulations or policies.
17. Have no obvious conflicts of interest in working for the Task Force.

D. EXPECTED AREAS OF EXPERTISE AND EXPERIENCE

1. California Porter-Cologne Water Quality Control Act (Water Code Div. 7 and Related Sections)
2. Procedures and policies of California Regional Water Quality Control Board, Santa Ana Region and State Water Resources Control Board;
3. Preparation procedures for Basin Plan amendments and completing process for approval of Basin Plan amendments with Regional Board and State Board;
4. Santa Ana Regional Water Quality Control Board Basin Plan and Basin Plan Amendments regarding nitrogen and TDS such as wasteload allocation model, triennial ambient water quality model, Santa Ana River Annual Report, assimilative capacity, salt management; as well as specific basin plan amendments related to pathogen and nutrient TMDLs in basin
5. State and federal wastewater permitting requirements (NPDES & WDRs) for:
 - a. POTWs, MS4s, CAFOs, Ag discharges (incl. waivers), de minimus discharges, etc.
6. State and federal 303(d) listing and de-listing requirements and procedures
7. State and federal TMDL requirements and implementation alternatives
8. California Water Code regulations regarding water quality policies & permitting
9. Key Statewide Policies, esp: Antidegradation Policy, Recycled Water Policy, CTR-SIP,
 - a. Human Right to Water, Toxicity Policy, Non-point Source Policy, ISWEBEP, IPR/DPR,
 - b. Surface Water Augmentation Policy, Variances/Exceptions, Compliance Schedules, etc.
10. Federal and state policies and guidance regarding Pollution Trading and Offset Programs,
 - a. UAA's and Site-Specific Objectives
11. State policies in development: Numeric Nutrient Endpoints; Biological Objectives;
 - a. Sediment Quality Objectives; Chemicals of Emerging Concern (CECs);
12. Enforcement Orders: TSOs, CAOs, Fines Calculation Methodology (incl. MMPs)
13. Watermaster accounting for adjudicated basins and similar settlement agreements
14. Title 22 requirements for drinking water and direct or indirect use of recycled water
15. CEQA requirements related to Basin Planning (incl. Substitute Environmental Doc.)
16. Pesticide approval process and pesticide application permit requirements
17. Key precedential SWRCB orders (such as: Rancho-Caballero, Lompoc, Vacaville, LA MS4, etc.)
18. Key state and federal court decisions (such as: AGUA, Arcadis, LA MS4 - Supreme Court, Fairhurst, Tracy, El Dorado Irrig. Dist., etc.)
19. New 304(a) water quality criteria published by EPA (incl. those in development)
20. Waste load allocations for surface and ground waters
21. Army Corp of Engineers 404 permitting and Regional Board 401 certifications
22. State and Federal requirements regarding threatened and endangered species
23. Sustainable Groundwater Management Act (SGMA) incl. GSA's and GSP's
24. State and EPA Toxicity Policy (WET testing), Statewide Mercury Policy, Federal Toxic Rule;
 - a. 40 CFR sections as applicable

**EXHIBIT A
REFERENCES**

Proposer shall provide a **minimum of three (3)** Customer References for whom comparable services have been performed within the last five (5) years. Local and similar size contract references are preferred.

REFERENCE #1

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

REFERENCE #2

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

REFERENCE #3

NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	()
E-MAIL ADDRESS	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	

EXHIBIT D

PROPOSER'S BUSINESS INFORMATION

All proposers shall submit the information as requested below.

1. Length of time your firm has been in business: _____

2. Length of time at current location: _____

3. List types and business license number(s): _____

4. California State Contractor's License number: _____

5. Names and titles of all officers of the firm: _____

6. Is your firm a sole proprietorship doing business under a different name?
YES or NO

7. If yes, please indicate sole proprietorship name and the name you are
doing business under: _____

8. Please indicate your Federal Tax Number: _____

9. Is your firm incorporated? YES or NO

10. Name and remittance address that will appear on invoices: _____

11. Physical Address: _____



SANTA ANA WATERSHED PROJECT AUTHORITY
AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this ___ day of _____, 2018 by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, CA, 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 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 **December 31, 20__** 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 a 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 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.

Attachment A - Task Order



SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. _____

CONSULTANT:

VENDOR NO.

VALUE:

PAYMENT: Upon Proper Invoice

REQUESTED BY: (date)

FINANCE: Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding XX Acct. Description: General Consulting

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 of _____, and as more thoroughly described in Attachment A (or describe full 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 LIAISON

_____ 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.

