



**WEATHER MODIFICATION PROGRAM
FOR THE SANTA ANA RIVER WATERSHED**

**REQUEST FOR PROPOSAL
FOR
CEQA COMPLIANCE
FOR
SANTA ANA RIVER WATERSHED WEATHER MODIFICATION**

JULY 15, 2021

REQUEST FOR PROPOSAL FOR CEQA COMPLIANCE

FOR

SANTA ANA RIVER WATERSHED WEATHER MODIFICATION

1. INTRODUCTION

The Santa Ana Watershed Project Authority (SAWPA) requests proposals from qualified firms to assist in preparing a Mitigated Negative Declaration (MND), compliant with California Environmental Quality Act (CEQA) guidelines, that assess the absence of any significant environmental impact from the Santa Ana River Watershed Weather Modification 3-year Pilot Program. In an effort increase the natural precipitation, this program is expected to produce benefits related to an increased water supply.

The work will be performed by a Consultant under the supervision of the SAWPA, a Joint Powers Authority that delivers regional water solutions supporting its member agencies. SAWPA plans and builds multi-benefit projects increasing water supply, protecting water quality, providing recreation opportunities, and restoring the environment of the Santa Ana River Watershed. SAWPA is composed of 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. SAWPA will serve as administrator of the project.

2. BACKGROUND

The Santa Ana River watershed is located in southern California and is approximately 2,840 square miles in size. The tributaries of the Santa Ana River begin in the San Bernardino, San Gabriel, San Jacinto, and Santa Ana Mountains. The tributaries merge with the Santa Ana River which flows to the Pacific Ocean. The watershed includes portions of San Bernardino County, Riverside County, Orange County, and a small portion of Los Angeles County.

As part of regional efforts to increase water supply and reliance, SAWPA has administered various projects receiving funding from agencies such as the California Department of Water Resources and Regional Water Quality Control Board. SAWPA has served as contractor for various projects increasing water supply within the region.

SAWPA has managed multiple regional water resource projects over its roughly 50 years. These include the watershed wide Santa Ana Conservation and Conjunctive Use Project, the Drought Response Water Use Efficiency programs, and the Water Energy Nexus program supporting drought tolerant landscaping for economically disadvantaged communities in the watershed. The largest regional project undertaken by SAWPA has been the Inland Empire Brine Line consisting of 93 miles of the 16 inch to 84 inch pipeline that removes non-reclaimable high-saline waste flows from the watershed.

3. OBJECTIVE

The primary objective of this project is to prepare a MND assessing the environmental impacts of the Santa Ana River Watershed Weather Modification 3 year Pilot Program.

4. ANTICIPATED SCOPE OF WORK

TASK 1 – Project Management and Administration

The Consultant shall include a kick-off meeting, monthly progress meetings for the duration of the project, preparation of monthly progress reports, preparation of a project schedule and project invoices, tracking of project schedule and budget, and other tasks necessary for the successful management and administration of the project.

TASK 2 – Collect and Review Existing Data

The Consultant shall collect and review reports and published (and unpublished) data in order to best describe the conditions of the project area.

TASK 3 – Refine Project Alternatives and Phasing

The Consultant shall evaluate the project alternatives and assist SAWPA in making a recommendation for the preferred alternative methods in order to minimize environmental impacts. Special consideration shall be given to Operation and Maintenance requirements over the life of the 3 year pilot project.

TASK 4 – Prepare Initial Study and Notice of Preparation

The Consultant shall prepare an Initial Study and a Notice of Preparation (NOP) including distribution of the document via certified mail and any other method that provides a record. The NOP, at a minimum, shall include: description of the project, location of the project and probable environmental effects of the project, and request for comments on the scope of the MND. The distribution list will be developed by the Consultant and will be reviewed by SAWPA.

TASK 5 – Scoping Meeting

The Consultant shall conduct a scoping meeting and a site visit for interested stakeholders, regulators, and members of the public.

TASK 6 – Draft Mitigated Negative Declaration

The Consultant shall prepare a Draft MND according to Title 14. *California Code of Regulations, Chapter 3. Guidelines for Implementation of the California Environmental Quality Act.*

The MND shall contain, as a minimum, a description of the project, location of the project, and a proposed finding that the project will not have a significant effect on the environment.

The Consultant shall be responsible for preparing any resource surveys (i.e., biological, cultural, historical and archaeological, and surface hydrology) required for an appropriate evaluation of environmental impacts.

The Consultant shall identify and describe mitigation measures for any of the significant impacts. In addition, a discussion of growth-inducing, cumulative, and significant irreversible impacts should be included as part of the MND.

The Consultant shall prepare and submit an electronic copy for distribution of the Internal Draft MND for review by SAWPA and its member agencies.

The Consultant shall make edits and incorporate any comments provided by SAWPA and its member agencies on the Internal Draft MND. In addition, the Consultant shall develop a distribution list of interested parties for review by SAWPA. An electronic copy of the Draft MND (incorporating SAWPA and its member agencies comments) will be distributed according to the prepared distribution list of interested parties and for public review. A notice of the availability of the Draft MND for public review shall also be prepared.

The Consultant shall present the project and Draft MND at a public meeting.

TASK 7 – Conduct Public Meeting

The Consultant shall assist SAWPA to conduct a public meeting presenting the most important findings of the MND. The Consultant shall prepare a presentation outlining at the very minimum the following elements: MND objectives, methodology, description of project alternatives, environmental setting, significant impacts, and proposed mitigation measures.

TASK 8 – Prepare Final Mitigated Negative Declaration

After the public review period is complete and all comments are received, the Consultant shall prepare written Response to Comments. The Consultant shall submit an electronic copy of the draft responses for review by SAWPA and its member agencies.

Once approved by SAWPA, the Consultant shall also incorporate received comments into the Final MND, and include comments and responses in the Final MND. The Consultant shall provide an electronic copy of the Final MND to SAWPA for commenting agencies. The Consultant shall assist SAWPA with the preparation of the Notice of Determination (NOD), Mitigation Monitoring and Reporting Program (MMRP), and Findings.

TASK 9 – Supplemental Information for NEPA Compliance

Projects with federal involvement (federal land, permits, or funding) are subject to the National Environmental Policy Act (NEPA) and require adoption of the appropriate NEPA document by the relevant federal agency prior to project implementation. Federal involvement of this project is unknown at this time. Proposal should include an optional scope for Task 9 if determined necessary.

TASK 10 – Permits Acquisition

The Consultant shall identify the permits required for successful implementation of the preferred alternative, including, but not limited to the Santa Ana Regional Water Quality

Control Board, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and California Department of Fish and Wildlife.

KEY PROJECT DELIVERABLES

Task	Task Deliverables	Format
4	Initial Study and Notice of Preparation	Word and PDF
6	Draft MND*	Word and PDF
7	Present study at Public Meeting	Powerpoint
8	Final MND*	Word and PDF

*Reported results must be submitted in multiple formats corresponding to the original component files. At a minimum, this includes the Word and Excel files used to prepare are text, tables, figures and graphs as well as the final PDF version of the fully assembled report.

SAWPA PROPOSAL REQUIREMENTS

Responses to this RFP must be made according to the requirements set forth in this section for content and sequence. Failure to adhere to these requirements or to include conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal. Responses to this RFP will be prepared as concise as possible. The proposal will be 15-20 pages or less in length, not including resumes and project descriptions that may be included in an appendix. Submittal of boilerplate marketing materials is discouraged.

All proposals must include the following information:

1. Cover letter, including name, telephone number, fax number and address of the firm.
2. Background information about the proposer, including technical qualifications, size of firm and licenses. Description of the proposer's business (*i.e.*, individual, partnership, joint venture, *etc.*), and background information of subconsultants to be used.
3. Description of the proposer's experience. A list of 3-5 similar services and project descriptions undertaken by the proposer (preferably with proposed project personnel), with beginning and ending dates, name, address, phone number, fax number, and e-mail address of a contact person for each reference project.
4. Organization chart showing proposed management and project team.
5. Complete list of personnel, including subconsultants that will be dedicated to this project.
6. A detailed description of the project approach. The project approach should describe the tools and methods that the Consultant will use to execute the work. The project approach need not repeat the Scope of Work, but should address each task, sub-task, and deliverables as well as optional tasks.
7. The fee proposal will include a breakdown of labor hours by employee billing classification, and an expense reimbursement schedule that includes the cost of non-labor and sub-consultant services. The fee proposal will be broken down by task and sub-task. The fee proposal must list any mark-up on Subcontractors, which must be no more than 10 percent. All columns and rows will have totals.
8. A separate hourly billing rate sheet.
9. Project schedule.
10. Miscellaneous/Exceptions. Respondents will thoroughly review the contents of this RFP and will submit all supplemental information required in this section of miscellaneous information. A draft contract agreement is enclosed within this RFP (Appendix A) that the consultant/firm will be required to sign. The respondent must identify any exceptions to that draft agreement as an element of the proposal submitted for review and consideration.

5. PROPOSED SCHEDULE

RFP Published	Jul. 15, 2021
Proposals Due	Aug. 12, 2021
SAWPA Staff Proposal Review	Aug. 19, 2021
SAWPA Approves Agreement and Task Order	Sept. 7, 2021
Sign Contract and Begin Work	Sept. 8, 2021

6. SUBMITTALS

Please submit an electronic copy (PDF file delivered via email) to Mark Norton, Water Resources & Planning Manager, at:

Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503
mnorton@sawpa.org

All proposals must be received by **5:00 p.m. on Thursday, August 12, 2021**. Proposals received after the stated time will not be considered. Thereafter, a review panel, composed of members of SAWPA staff, may conduct question and answer interviews. If additional information is needed, contact Mark Norton at (951) 354-4221 or mnorton@sawpa.org.

7. EVALUATION CRITERIA

Evaluation of qualifications will be conducted on the following (in order of importance):

- Responsiveness to the RFP (pass/fail)
- Experience and qualifications of the assigned individuals/firm 30%
- Project approach and understanding of needs 25%
- Anticipated value and quality of services received 20%
- Appropriateness of proposed fee structure 15%
- Project schedule 10%

SAWPA reserves the sole right to evaluate and select the successful proposal. The selection process is anticipated to include an evaluation of the proposal and an interview.

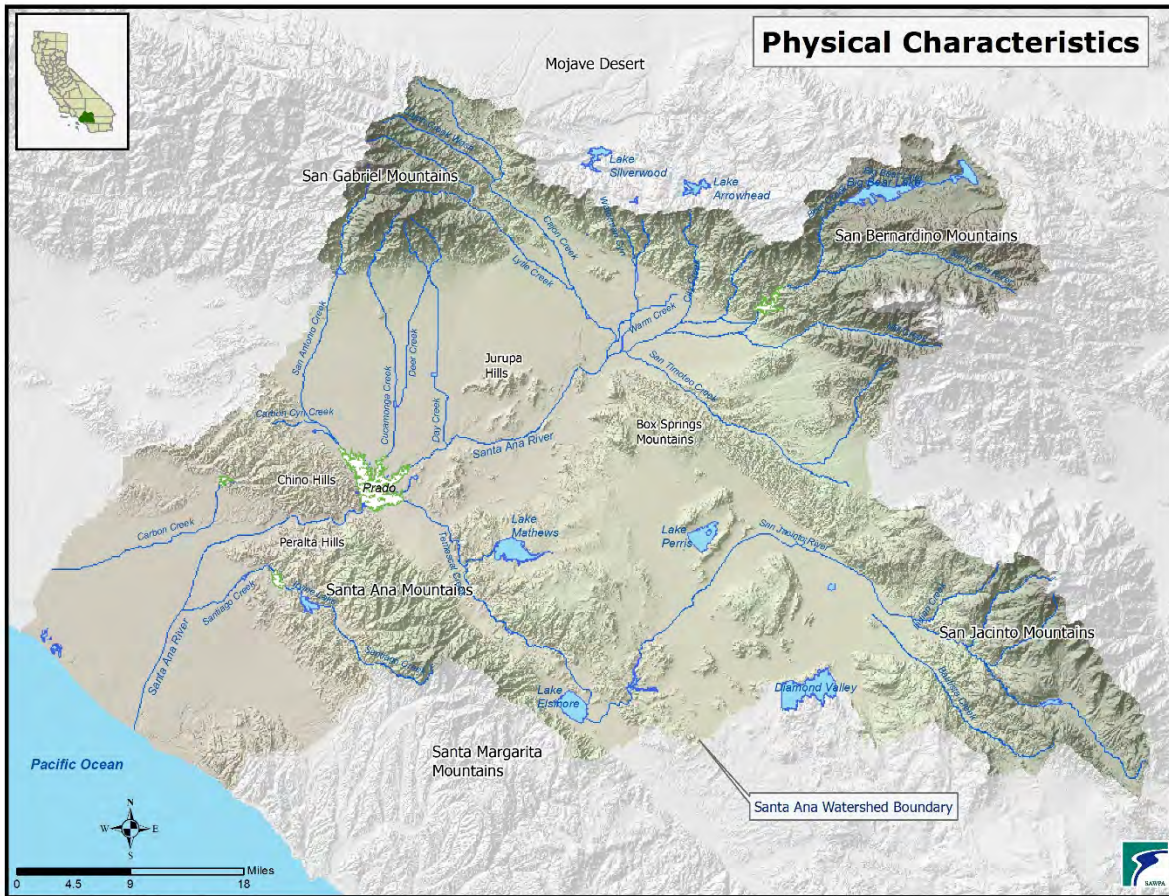
8. GENERAL REQUIREMENTS

9.1 All proposers are hereby advised that this RFP is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. SAWPA reserves the right to negotiate with any qualified source. SAWPA reserves the right to reject any or all proposals for any reason or for no reason at all.

- 9.2 SAWPA reserves the right to request further information from the proposer either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer.
- 9.3 SAWPA reserves the sole right to judge the proposers' representations, either written or oral.
- 9.4 Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP.
- 9.5 False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be SAWPA's responsibility and its decision will be final.
- 9.6 SAWPA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of any resultant contract. Such addenda will be made available to each person or organization that has received an RFP. Should such addenda require additional information not previously requested, a proposer's failure to address the requirements of such addenda might result in the proposal not being considered.
- 9.7 All proposals submitted in response to this RFP will become the exclusive property of SAWPA. At such time as SAWPA's recommendation to the SAWPA Board relative to proposal selection appears on the Board Agenda, all such proposals become a matter of public record, and will be regarded as public records, with the exception of those parts of each proposal that are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary." SAWPA will not in any way be liable or responsible for the disclosure of any such proposals or any part thereof if disclosure of any such proposals or any part thereof is required under the Public Records Act.
- 9.8 SAWPA will not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.

Exhibit A

Santa Ana River Watershed



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Reference Documents

Presentation about the Weather Modification process in the Santa Ana River Watershed:
<https://youtu.be/y6duR7TdfUw>

Santa Ana River Watershed Weather Modification and Feasibility Study Final Report:
<https://sawpa.org/latest-info/watershed-cloud-seeding-feasibility-study/>

Ground Seeding Site Location Analysis: Coming in August 2021



SANTA ANA WATERSHED PROJECT AUTHORITY
GENERAL SERVICES AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this ___ day of _____, 20__ 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 **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.

4.04 Insurance Coverage: Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or sub-contractors.

4.04(a) Coverage - Coverage shall be at least as broad as the following:

- 1. Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- 3. Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability** - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 5. Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions)** – If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress,

invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, SAWPA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SAWPA.

4.04(b) If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.04(c) Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against SAWPA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not SAWPA has received a waiver of subrogation from the insurer.

4.04(d) Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** SAWPA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to SAWPA, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.04(e) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SAWPA.

4.04(f) Self-Insured Retentions - Self-insured retentions must be declared to and approved by SAWPA. SAWPA may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SAWPA.

4.04(g) Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by SAWPA.

4.04(h) Verification of Coverage – Consultant shall furnish SAWPA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by SAWPA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. SAWPA reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

4.04(i) Subcontractors - Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that SAWPA, its directors, officers, employees and authorized volunteers are additional insureds on Commercial General Liability Coverage.

4.05 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. To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify SAWPA, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this Agreement and any Task Order issued hereunder; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts.

4.06 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.

4.07 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.

4.08 Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages, if required by law.

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 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.

11.06 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.

11.07 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.

11.08 Contractor’s employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.

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

Jeffrey J. Mosher, General Manager Date

(CONSULTANT NAME)

(Signature) Date

Typed/Printed Name



**SANTA ANA WATERSHED PROJECT AUTHORITY
TASK ORDER NO. _____**

CONSULTANT: [Name]
[Address]

VENDOR NO.:XXX

COST: \$xxxx

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: [Manager], [Title] [Date]

FINANCE: _____
Karen Williams, Deputy GM/CFO Date

FINANCING SOURCE: Acct. Coding xx
Acct. Description xx

COMMISSION AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES () NO ()
Authorization: [Date]; CM#2021.xx

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and _____ (Consultant) pursuant to the Agreement for Services between SAWPA and Consultant, entered into on [date], expiring [date].

I. PROJECT NAME OR DESCRIPTION

xxxxx

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials, and equipment for the services to provide

Please also refer to Appendix X for acceptable formats

III. PERFORMANCE TIME FRAME

Consultant shall begin work [date] and shall complete performance of such services by **[date]**.

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 \$_____. Payment for such services shall be made monthly 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

Jeffrey J. Mosher, General Manager Date

[CONSULTANTS NAME]

(Signature) Date

Print/Type Name and Title

Appendix X. Electronic Deliverables

I. PRODUCTS

All products that are identified as deliverables under this Contract/Task Order/Work Order (including, but not limited to documents, data analyses, databases, maps, graphics, images, design drawings, and Geographic Information System [GIS] data) will be provided to SAWPA in electronic format in accordance with the project delivery schedule.

Unless specified elsewhere in the Contract/Task Order/Work Order, SAWPA will have no license restrictions, and may use the electronic files/data for purposes it deems appropriate.

II. FORMATS

All deliverables will be provided in native (editable) formats. Additional non-native formats (e.g., Adobe Acrobat) will also be provided as described below:

SAWPA Standard Data File Formats	
Data Type	Data Format
Documents (including Desktop Publishing	Microsoft Word (Office 365 or later)*
Tables/Spreadsheets	Microsoft Excel (Office 365 or later)*
Presentations	Microsoft PowerPoint (Office 365 or later)*
Databases	<ul style="list-style-type: none"> • Microsoft Access (Office 365 or later) • Microsoft SQL Server 2016 or later
Project Schedules	Microsoft Project (Office 365 or later)
Computer Aided Drafting (CAD) <ul style="list-style-type: none"> • Design Drawings, etc. 	AutoDesk AutoCAD (latest version)
Graphics/Images	<ul style="list-style-type: none"> • Adobe Illustrator CC or later • Adobe Photoshop CC or later • Microsoft Visio (Office 365 or later) • Standard JPG format • TIF 4 format or later
Web Information	<ul style="list-style-type: none"> • HTML • Adobe Acrobat 11 or later Portable Document Format (PDF)*
GIS Data	<ul style="list-style-type: none"> • ArcGIS file geodatabase or shape file formats • Data in ODBC-compatible format, preferably one of the following: <ul style="list-style-type: none"> ○ Microsoft Access (relational data) ○ Microsoft SQL Server (more complex relational data) ○ dBase DBF format (flat file data) ○ ASCII (flat file data) • GIS Applications to be fully compatible with ArcMap 10.6 or ArcGIS Pro 2.7 or later • See Section III below for specifications
Field Mapping (GPS Data)	<ul style="list-style-type: none"> • Mapping formats must be one of the following: <ul style="list-style-type: none"> ○ Trimble Pathfinder-compatible files ○ GIS format files listed above
Analytical Data Formats	<ul style="list-style-type: none"> • Standard Electronic Data Deliverable (EDD) formats as used by certified laboratories
Applications	<ul style="list-style-type: none"> • Specifications to any applications (specialized software, scripts, code, Plug-Ins, etc.) required as part of the Contract/Task Order/Work Order will be detailed in the body of Statement of Work.
*Must be in compliance with California Government Code Sections 7405 and 1135 for Electronic and Information Technology and Discrimination.	

III. SPECIFICATIONS (GIS AND RELATED DATA)

In general, data provided to SAWPA for use in SAWPA's GIS must be fully compatible with SAWPS's GIS. Therefore, the following specifications will be followed:

- All data will be provided in Universal Transverse Mercator (UTM), Zone 11 meters, North American Datum of 1983 (NAD 83)
- All vector data will be provided in ESRI file geodatabase or shapefile format
- All Grid Data will be provided in ESRI GRID, ESRI TIN, or US Geological Survey DEM format
- All image data (e.g., satellite imagery/aerial photos) will be provided in formats that are fully compatible with ESRI ArcMap 10.5 or ArcPro 2.7 or later at no cost for plug-ins, Extensions, or other software tools
- All database information tied to the GIS will be fully compatible/functional with SAWPA's GIS with no additional software requirements
- All data will have sufficient metadata to identify as a minimum:
 - Data description
 - Data sources
 - Data creator
 - Data creation data
 - Data accuracy
- Metadata formats will be in ESRI Catalog format, based on accepted metadata standards (e.g., the Federal Geographic Data Committee, the CADD/GIS Technology Center's Spatial Data Standards, or other recognized standards format). Documents associated with metadata will identify the format/standards being used.

IV. DELIVERY OF ELECTRONIC FILES

For each delivery specified, and for each version specified (e.g., Draft and Final Reports; 35%, 60%, 90%, 100%, and As-Build Design Drawings), the Consultant/Contractor will provide electronic copies of the files in addition to any specified hard copies on the same schedule, unless otherwise specified in the schedule of deliverables. Delivery of electronic files does not substitute for required delivery of hard copies, unless approved in writing by SAWPA's Project Manager.

Review Files. In addition to native file format deliverables, Consultant/Contractor will provide ALL report, map, graphic, and drawing deliverables in Adobe Acrobat PDF files. The PDF files will faithfully represent the completed hard copy document in terms of color pages, page sizes, etc. These files will be fully integrated files in proper pages order, with graphics, tables, attachments, etc., inserted in their proper location in the document (or connected using the Link function). PDF files exceeding ten (10) pages in length will use internal hyperlinks (in Table of Contents) and/or use Acrobat's Bookmark features to enable easy navigation throughout the file. PDF files will be ready for posting to SAWPA's website (if applicable) or distributed for review as part of a technical/peer/management review process.

Media. Delivery method for formal contract deliverables will be specified and approved by SAWPA's Project Manager, but will be one of the following (in general order of preference):

- Via email to SAWPA's Project Manager (less than 15MB or time critical)
- Dropbox
- USB Thumb Drive
- CD-ROM
- DVD-ROM
- Posted to Contractor/Consultant FTP or website

V. EXCEPTIONS

Exceptions to these formats may be allowed in some cases. All exceptions will be approved within the body of the Contract/Task Order/Work Order or in writing by the Project Manager AND the Information Systems/Data Management Manager.

VI. RESERVATION OF RIGHTS

SAWPA reserves the right to revise this *Appendix X. Electronic Deliverables* when and as SAWPA programs and/or systems are upgraded.