

REQUEST FOR PROPOSALS

For

CONSULTING SERVICES

To

Assist the Basin Monitoring Program Task Force Implement 2021 – 2022 Planning Priorities

1. INTRODUCTION

The Santa Ana Watershed Project Authority (SAWPA) requests proposals from qualified consultants to assist the Basin Monitoring Program Task Force (Task Force) in implementing planning priorities for Fiscal Year 2021-2022. The planning priorities are necessary to ensure compliance with the State Water Resources Control Board's (State Water Board) Water Quality Control Policy for Recycled Water (effective April 8, 2019) (2019 Recycled Water Policy), and anticipated revisions to the Water Quality Control Plan for the Santa Ana Region (Basin Plan). Other planning priorities have been identified by the Task Force.

The work will be performed under the supervision of the Task Force, which includes over 20 wastewater agencies and staff from the Santa Ana Regional Water Quality Control Board (Santa Ana Water Board), in a collaborative effort organized by SAWPA. It was formed in 2004 to address water quality issues in the Santa Ana River Watershed. The Task Force monitors total dissolved solids (TDS) and nitrate-nitrogen concentrations triennially in groundwater basins and annually in the Santa Ana River, prepares models that help support their watershed-wide efforts, and conducts other special studies as needed. SAWPA will serve as administrator of the project. Proposals are due to SAWPA by May 13, 2021.

2. BACKGROUND

The Santa Ana River (SAR) 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.

The Basin Plan contains provisions for TDS and Nitrogen Management, which includes a TDS/Nitrogen Management Plan. The current program was adopted into the Basin Plan in 2004 and has been amended several times since then. The current Basin Plan includes monitoring program requirements for both surface water and groundwater. For both surface water and groundwater, the monitoring provisions consist of two-parts: 1) development of a TDS and nitrogen monitoring program either cooperatively or individually; and, 2) submittal of reports that analyze monitoring results (annually for surface water and triennially for groundwater) either cooperatively or individually. The monitoring programs developed in response to the 2004 Basin Plan were approved by the Regional Board in 2005 (Resolution No. R8-2005-0063).

Based on the 2005 approval of the monitoring programs, certain participants of the Task Force are responsible for preparing the following:

- Annual Santa Ana River Water Quality Report
- Re-computation of Ambient Water Quality.

To prepare these reports, the Task Force (through its consultants), collects data and information from various entities and then conducts the necessary analysis. Since 2005, the Task Force has prepared and submitted Annual Reports of Santa Ana River Water Quality for surface water, and six (6) Recomputations of Ambient Water Quality spanning 20-year time periods – starting with the period of 1984-2003 and ending most recently with the time period of 1999-2018.

The most recent versions of each of these reports can be found at <u>2019 Annual Report of Santa Ana River Water Quality</u> and <u>Recomputation of Ambient Water Quality in the Santa Ana River Watershed for the Period 1999 to 2018</u>, respectively.

In 2018, the State Water Board amended the Recycled Water Policy. The amendments became effective on April 8, 2019, after receiving approval from the Office of Administrative Law (OAL). The 2019 Recycled Water Policy requires the Santa Ana Water Board to evaluate the TDS/Nitrogen Management Program by April 8, 2024. As part of its evaluation, the Santa Ana Water Board must look at all of the following:

- observed trends in water quality data as compared to trends predicted in the salt and nutrient management plan;
- the ability of the monitoring network to adequately characterize groundwater quality in the basin;
- potential new data gaps;
- groundwater quality impacts predicted in the salt and nutrient management plan based on the most recent trends and any relied-upon models, including an evaluation of the ability of the model to simulate groundwater quality;
- available assimilative capacity based on observed trends and most recent water quality data; and
- o projects that are reasonably foreseeable at the time of the data assessment but may have not been when the salt and nutrient management was prepared or last updated.

After the initial review that must be completed by 2024, the Santa Ana Water Board must continue to periodically evaluate the program at least once every five (5) years. The Santa Ana Water Board must also determine if potential updates or revisions to the salt and nutrient management plan are warranted as a result of the data assessment and if revisions are necessary to ensure consistency with the 2019 Recycled Water Policy.

As part of its evaluation of the existing TDS/Nitrogen Management Program, the Santa Ana Water Board will need to determine if the basin-wide monitoring program is consistent with the monitoring provisions in Section 6.2.4.1. of the 2019 Recycled Water Policy, which must in part include a monitoring program that 1) is designed to effectively evaluate water quality in the basin, 2) may include water quality data from existing wells where wells are located and screened appropriate to determine water quality throughout the most critical areas of the basin, and 3) identify stakeholders responsible for conducting, compiling and reporting

monitoring data, and ensure that the data is reported annually in a form that is compatible with the Groundwater Ambient Monitoring & Assessment (GAMA) information system.

The 2019 Recycled Water Policy is available at the following link:

Water Quality Control Policy For Recycled Water

On June 18, 2021, it is anticipated that the Santa Ana Water Board will consider amendments to Chapter 5 "Implementation" of the Basin Plan to update the TDS/Nitrogen Management Plan for the Santa Ana River Basin. As part of the Basin Plan Amendments, affected parties will also be required to update surface and groundwater monitoring programs by June 1, 2022. Specifically, the proposed Basin Plan Amendments contain the following requirements¹:

Surface Water Monitoring Program Requirements for TDS and Nitrogen

No later than **June 1, 2022**, Orange County Water District, Inland Empire Utilities Agency, Chino Basin Watermaster, City of Riverside, City of Corona, Elsinore Valley Municipal Water District, Eastern Municipal Water District, Colton/San Bernardino Regional Tertiary Treatment & Wastewater Reclamation Authority, Jurupa Community Services District, Western Riverside County Regional Wastewater Authority, Temescal Valley Water District, Yucaipa Valley Water District, City of Beaumont, City of Banning, Beaumont Cherry Valley Water District, San Gorgonio Pass Water Agency, and the City of Rialto shall submit to the Regional Board for approval, an updated surface water TDS and nitrogen monitoring program that will provide an evaluation of compliance with the TDS and nitrogen objectives for Reaches 2, 3, 4 and 5 of the Santa Ana River.

In lieu of this coordinated monitoring plan, one or more of the parties identified in the preceding paragraph may submit an individual or group monitoring plan. Any such individual or group monitoring plan shall also be submitted no later than June 1, 2022.

• Groundwater Monitoring Program for TDS and Nitrogen

No later than **June 1, 2022**, Orange County Water District, Irvine Ranch Water District, Inland Empire Utilities Agency, Chino Basin Watermaster, City of Riverside, City of Corona, Elsinore Valley Municipal Water District, Eastern Municipal Water District, City of Colton, City of San Bernardino Municipal Water Department, City of Redlands, Jurupa Community Services District, Western Riverside County Regional Wastewater Authority, Temescal Valley Water District, Yucaipa Valley Water District, City of Beaumont, San Gorgonio Pass Water Agency, City of Banning, Beaumont Cherry Valley Water District and the City of Rialto shall submit to the Regional Board for

¹ Notably, the language provided here is draft language that will be considered by the Santa Ana Water Board. The language in question will not be final until it is adopted by the Santa Ana Water Board, and subsequently approved by the State Water Board and the Office of Administrative Law.

approval, an updated watershed-wide TDS and nitrogen monitoring program that will provide data necessary to implement the TDS/Nitrogen management plan. Data to be collected and analyzed shall address, at a minimum: (1) determination of current ambient quality in groundwater management zones; (2) determination of compliance with TDS and nitrate- nitrogen objectives for the management zones; (3) evaluation of assimilative capacity findings for groundwater management zones; (4) assessment of the effects of recharge of surface water POTW discharges on the quality of affected groundwater management zones; and (5) any other additional requirements specified in the State Board's Recycled Water Policy (Resolution No. 2018-0057). The determination of current ambient quality shall be accomplished using methodology consistent with that employed by the Nitrogen/TDS Task Force (20-year running averages) to develop the TDS and nitrogen water quality objectives included in this Basin Plan. [Ref. 1] The determination of current ambient groundwater quality throughout the watershed must be reported by **October 1, 2023** and, at a minimum, every three years thereafter unless the Regional Board revises this schedule consistent with the monitoring and reporting requirements set forth in the Recycled Water Policy.

In lieu of this coordinated monitoring plan, one or more of the parties identified in the preceding paragraph may submit an individual or group monitoring plan. Any such individual or group monitoring plan shall also be due no later than June 1, 2022. Details to be included in the proposed monitoring program shall include, but not be limited to, the following:

monitoring program goals
responsible agencies
groundwater water sampling locations
surface water sampling locations (if appropriate)
water quality parameters
sampling frequency
quality assurance/quality control
database management
data analysis and reporting

Within 30 days of Regional Board approval of the proposed monitoring plan, the updated monitoring plan must be implemented.

On February 9, 2021, the Task Force's Scoping Committee hosted a Technical Consultant Workshop. The purpose of the Technical Consultant Workshop was to query consultants that have significant experience in the Santa Ana River Basin about potential approaches for updating the monitoring programs, complying with the 2019 Recycled Water Policy, and conducting a TDS exceedances study for below Prado Dam. This RFP has been prepared after considering the tremendous input provided by the Technical Consultants.

Notes from the Technical Consultant Workshop are available at the following link:

Basin Monitoring Program Task Force Technical Consultant Workshop Summary

3. OBJECTIVE

The primary objectives of this project are to prepare updated TDS and Nitrogen monitoring programs for surface and groundwater that are consistent with the pending Basin Plan Amendments and the 2019 Recycled Water Policy. The monitoring program updates are due to the Santa Ana Water Board by June 1, 2022. Further, the Task Force seeks consultation services to evaluate and update a previous report titled *Investigation and Characterization of the Cause(s) of Recent Exceedances of TDS Concentration Objective for Reach 3 of the Santa Ana River* (WE Inc., now West Yost) in consideration of additional data and information that is readily available since publication of the previous analysis.

Consultants responding to this RFP may respond by submitting proposals for performing work related to all of the tasks identified below, or for certain tasks as identified by the responding consultant.

4. REQUESTS FOR PROPOSALS TO UNDERTAKE THE FOLLOWING TASKS

Task 1 – Prepare Updated Surface Water Quality Monitoring Program for TDS and Nitrogen for Reaches 2, 3, 4 and 5 of the Santa Ana River

- In its proposal, the Consultant shall describe the Consultant's proposed process and approach for preparing an updated Surface Water Quality Monitoring Program. This process should include steps/tasks for identifying options, evaluating the options, and selecting recommended options for presentation to the Task Force. The proposal shall include identified steps/tasks and a time schedule for implementation.
- In its evaluation of options, which the Consultant would then present to the Task Force, Consultant may consider but is not limited to considering following options:
 - Whether adding the collection and analysis of water quality data available for major tributaries to the Santa Ana River would aid in future SAR wasteload allocations.
 - Whether sampling needs to include all water quality parameters reflected in past reports or just TDS and nitrogen related water quality data.
 - If there are new tools, models or approaches that should be considered to evaluate compliance with TDS and nitrogen objectives for Reaches 2, 3, 4 and 5 of the Santa Ana River.
- As part of the evaluation of options, the Consultant should plan to present recommendations to the Task Force based on the Consultant's evaluation of the identified options. Consultant's evaluation and recommendations should include cost estimates for the options along with justification for recommended option(s).
- Based on Task Force direction in response to the options and recommendations presented, Consultant will need to develop a draft surface water monitoring program for

- evaluating TDS and Nitrogen surface water quality in Reaches 2, 3, 4, and 5 of the Santa Ana River.
- The draft surface water monitoring program will be presented to the Task Force at a regular Task Force meeting and will be documented in a draft technical report that describes the proposed surface water monitoring program for evaluating TDS and Nitrogen surface water quality in Reaches 2, 3, 4, and 5 of the Santa Ana River. The draft technical report will be submitted to the Task Force for review and comment. Task Force members will provide comments and suggested revisions to SAWPA within an agreed time period that shall be no shorter than **21 days**. The Consultant will address the comments and suggested revisions in a final proposed report for an updated surface water monitoring program for evaluating TDS and Nitrogen surface water quality in Reaches 2, 3, 4, and 5 of the Santa Ana River. The final report for an updated surface monitoring program shall be delivered to SAWPA as an electronic file no later than May 23, 2022, so that SAWPA can formally submit the deliverable to the Santa Ana Water Board no later than June 1, 2022.
- Consultant's proposal needs to contain a proposed time schedule that includes critical points of decision and key draft deliverables.

Task 2 – Prepare Updated Groundwater Monitoring Program for TDS and Nitrogen to be compliant with proposed Basin Plan Amendments and 2019 Recycled Water Policy

Task 2a – Ambient Water Quality Update

- The Consultant shall describe the Consultant's proposed process and approach for developing an updated Recomputation of Ambient Water Quality. This process should include steps/tasks for identifying options, evaluating the options, and selecting recommended options for presentation to the Task Force. The proposal shall include identified steps/tasks and a time schedule for implementation.
- In its evaluation of options, which the Consultant would present to the Task Force, Consultant may consider, but is not limited to considering, the following options:
 - Determination if current statistical approach and methodology for recomputation of ambient water quality is still appropriate or if it should be modified in some manner.
 - Review and evaluation of available modeling tools for use in preparing ambient water quality updates. Models to consider may include but are not limited to: previous ambient water quality models, Imported Water Recharge Subcommittee models, and other potential models identified by the Task Force.
 - Determination of appropriate averaging periods for evaluating compliance with water quality objectives.
 - Evaluation of a subset of high priority groundwater basins rather than all groundwater basins.

- Modification of the current approach used to develop interpretive tools and well attrition analysis and other follow up activities to preserve groundwater quality data
- Determination of the necessity of updating the geology and hydrogeology of each basin.
- Focusing on hot spots of high TDS/Nitrogen areas in groundwater basins
- Consultant's evaluation of options shall consider the pros and cons of each option, including consideration of costs for implementation, compliance with 2019 Recycled Water Policy, compatibility with water quality models used by stakeholders throughout the basin, public accessibility of data, and ability to assess compliance with applicable water quality objectives.
- As part of the evaluation of options, the Consultant should plan to present recommendations to the Task Force based on the Consultant's evaluation of the identified options. Consultant's evaluation and recommendations should include cost estimates for the options along with justification for recommended option(s).
- Based on Task Force direction in response to the options and recommendations presented, Consultant will need to develop a draft approach for Recomputation of Ambient Water Quality.
- The draft approach for Recomputation of Ambient Water Quality will be presented to the Task Force at a regular Task Force meeting and will be documented in a draft technical report that describes the approach for Recomputation of Ambient Water Quality. The draft technical report will be submitted to the Task Force for review and comment. Task Force members will provide comments and suggested revisions to SAWPA within an agreed time period that shall be no shorter than 21 days. The Consultant will address the comments and suggested revisions in a final proposed technical report that documents the updated approach for Recomputation of Ambient Water Quality. The final proposed technical report shall be delivered to SAWPA as an electronic file no later than May 23, 2022, so that SAWPA can formally submit the deliverable to the Santa Ana Water Board no later than June 1, 2022.
- Consultant's proposal needs to contain a proposed time schedule that includes critical points of decision and key draft deliverables.

Task 2b – Groundwater Data Collection

- In consideration of the Task Force's agreed on updated approach for Recomputation
 of Ambient Water Quality, the Consultant shall describe the Consultant's proposed
 process and approach for updating the groundwater monitoring or data collection
 component of the program, which shall include identified steps/tasks and a time
 schedule for implementation.
- In its evaluation of options, Consultant should include an evaluation of pros and cons and consistency with the proposed approach for Recomputation of Ambient Water Quality for each option. The Consultant would present the options to the Task Force. Consultant may consider, but is not limited to considering, the following options:
 - Continued collection of all available well data for all groundwater management zones;

- Prioritizing groundwater management zones for collection of available well data;
- Developing a defined workplan for collection of data; and,
- Identification of wells for monitoring that are in critical areas.
- Determination of frequency in the need to conduct data collection.
- In its consideration of options, Consultant shall consider evaluate consistency with the 2019 Recycled Water Policy and data management issues, including the requirement for annual uploading of groundwater monitoring data into the State's GeoTracker database.
- As part of the evaluation of options, the Consultant should plan to present recommendations to the Task Force based on the Consultant's evaluation of the identified options. Consultant's evaluation and recommendations should include cost estimates for the options along with justification for recommended option(s).
- Based on Task Force direction in response to the options and recommendations presented, Consultant will need to develop a proposed approach for groundwater monitoring or data collection.
- The proposed approach for groundwater monitoring or data collection will be presented to the Task Force at a regular Task Force meeting and will be documented in a draft technical report that describes the proposed approach for groundwater monitoring or data collection. The draft technical report for groundwater monitoring or data collection may be a stand-alone report or be combined with the draft technical report that documents the agreed on updated approach for Recomputation of Ambient Water Quality. The draft technical report will be submitted to the Task Force for review and comment. Task Force members will provide comments and suggested revisions to SAWPA within an agreed time period that shall be no shorter than 21 days. The Consultant will address the comments and suggested revisions in a final proposed technical report that documents approach for groundwater monitoring or data collection. The final proposed report shall be delivered to SAWPA as an electronic file no later than May 23, 2022, so that SAWPA can formally submit the deliverable to the Santa Ana Water Board no later than June 1, 2022.
- Consultant's proposal needs to contain a proposed time schedule that includes critical points of decision and key draft deliverables.

Task 3 – Evaluate and Update Previous Data Analyses that Investigate and Characterize Cause(s) of TDS Exceedances for Reach 3 of the Santa Ana River

- Consultant shall evaluate the 2015 Wildermuth Environmental Inc. (WE Inc. now West Yost) analysis entitled "Investigation and Characterization of the Cause(s) of Recent Exceedances of the TDS Concentration Objective for Reach 3 of the Santa Ana River."
- Consultant shall identify relevant data and information collected after 2012 to evaluate
 and in consideration of the 2015 Investigation and Characterization Report. Example
 sources of such data and information may include the most recent Wasteload
 Allocation Model report, Imported Recharge Workgroup Integrated Model, habitat
 studies, updated groundwater elevation data, etc.

- Consultant shall review and evaluate the updated data and information to determine if the findings contained in the 2015 Investigation and Characterization Report need to be modified or revised based on the additional data and information.
- If the Consultant, in consultation with the Task Force, determines that the findings in the 2015 Investigation and Characterization Report need to be modified or revised, Consultant and Task Force should collectively determine the appropriate method for updating previous findings. This may consist of an updated report, new report, or technical memorandum that uses the updated data and information. Consultant will include a budget line item in the proposal that estimates the cost to prepare a report.
- Based on the Consultant's evaluation of the 2015 Investigation and Characterization Report along with new updated data and information, Consultant shall identify any additional studies or analysis that could be performed to help answer the question regarding cause(s) of TDS exceedances in Santa Ana Reach 3.
- Based on direction from the Task Force, Consultant shall document its findings in an updated report, new report or draft technical memorandum. Consultant's findings will be presented at a regular Task Force meeting. Any draft technical memorandum or new or revised report shall be provided to SAWPA for Task Force member review, comments and suggested revisions. The time period for review shall be no shorter than 21 days. The Consultant will address the comments and suggested revisions in document. The final document shall be delivered to SAWPA as an electronic file no later than June 30, 2022.
- Consultant's proposal needs to contain a proposed time schedule that includes critical points of decision and key draft deliverables.

Task 4 – Task Force Meetings

The Consultant will prepare for and attend twelve (12) meetings with the Task Force to provide periodic progress updates and to present results of Tasks 1-3. The Task Force meetings will be held either virtually or at SAWPA headquarters, and SAWPA staff will perform meeting organization and facilitation, secretarial, clerical, and administrative services (e.g., prepare meeting minutes, prepare agenda, etc.). For budgeting purposes, Consultant shall assume in-person meetings with Task Force on a quarterly basis and virtual meetings in the interim. However, the schedule for the meeting dates have not been set and are flexible. The Consultant will prepare for and present the final work results in-person at the final Task Force meeting, at the SAWPA Commission meeting and the Santa Ana Water Board meeting at a mutually acceptable time and date for SAWPA staff and the Santa Ana Water Board staff within six months after the final deliverable.

Final Deliverables

For Tasks 1 and 2, an electronic copy of final deliverables needs to be delivered to SAWPA by May 23, 2022. For Task 3, an electronic copy of final deliverables needs to be delivered to SAWPA by June 1, 2022.

The final electronic deliverable will contain a PDF of the final technical memorandum; an MS Access database of all pertinent data used in the development of the deliverables; GIS shapefiles created and used specifically for the development of the deliverables; PDFs of final deliverables evaluated in conjunction with development of the deliverables.

Upon request, all native electronic files associated with this work will be made available to SAWPA upon completion of the work in accordance with the Appendix X Electronic Deliverables (See attached).

Schedule

The project will start on July 1, 2021 and work will continue until June 30, 2022. The schedule assumes that the review of draft documents will occur in a timely manner (*i.e.*, 14 and 21 days, as applicable, after a draft is submitted).

1. 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 shall be prepared as concise as possible. The proposal shall be 25 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.

Responses to this RFP can reflect any or all of the three major tasks, Tasks 1-3, however, a combined contractor submittal with subcontractors, if needed, assigned specific task(s) completion is encouraged.

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 subcontractors to be used. The Consultant may be a single firm or a joint venture and must show evidence of technical capability and experience in the key areas identified in the Scope of Work. The experience presented should be for a period covering the last five (5) years. The Consultant shall also be familiar with the regulatory constraints, which will govern this project.

- 3. Description of the proposer's experience. A list of 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.
- 4. Organization chart showing proposed management and project team.
- 5. Complete list of key personnel, including subcontractors that will be dedicated to this project and include commitment to continue using those people to the end of the project unless the Task Force provides written authorization to change one or more of these key personnel.
- 6. The names and qualifications of staff who will participate in the project.
- 7. 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 deliverable as well as optional tasks.
- 8. The fee proposal shall 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 shall be broken down by task and sub-task. All columns and rows shall have totals.
- 9. Hourly billing rates for personnel to be assigned to the project.
- 10. Project schedule.
- 11. Miscellaneous/Exceptions. Respondents shall thoroughly review the contents of this RFP and shall submit all supplemental information required in this section of miscellaneous information. A draft contract agreement is enclosed within this RFP (<u>Appendix A</u>) 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.

2. Proposed Schedule

RFP Published	April 13, 2021
Proposals Due	May 13, 2021
Review/Interviews	May 17-20, 2021
Scoping Committee Recommendation	May 21, 2021
Task Force Approval	May 24, 2021
SAWPA Bd. Approval	June 15, 2021
Commence Work	July 1, 2021
Draft Report Deliverables	May 2 and 7, 2022

Response to Comments Summary

Final Task 1 & 2 Reports to SAWPA

Final Task 3 Report to SAWPA

SAWPA and Regional Board Presentations

May 13, 2022

June 30, 2022

By Dec. 2022

3. SUBMITTALS

Please submit an electronic copy (PDF file delivered via email) to Mark Norton, Water Resources & Planning Manager, at mnorton@sawpa.org and Haley Mullay, Administrative Assistant, at hmullay@sawpa.org of the Santa Ana Watershed Project Authority:

All proposals must be received by 5:00 p.m. on May 13, 2021. Proposals received after the stated time will be returned unopened and will not be considered. Thereafter, a review panel, composed of members of the Task Force and SAWPA staff, will conduct question and answer interviews. If additional information is needed, contact Mark Norton at (951) 354-4221 or mnorton@sawpa.org.

4. EVALUATION CRITERIA

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

- The firm's organization, history, reputation, location and capability to perform all aspects of the work.
- Value added experience and tools with suggestions for the improvements to the tools.
- The firm's ability to provide innovative, creative, cost reducing alternatives to meet the project needs.
- Qualifications and experience of the personnel and project team to be assigned to the project including appropriate professional registrations.
- Ability to commence work immediately after execution of the contract and complete the required work within the desired schedule and allotted budget.
- Thoroughness of the Consultant's scope of the proposed work and realistic plan for completion of the project.
- Proposed staffing work effort.
- Exceptions to the request for proposals taken by the Consultant.
- Appropriateness of proposed fee and fee structure.

SAWPA and the Task Force reserve 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.

5. SAWPA PAST REPORTS

Shown below are links to past ambient water quality update reports:

Recomputation of Ambient Water Quality (AWQ) 1996 - 2015 Report

Recomputation of Ambient Water Quality (AWQ) 1993 - 2012 Report

Recomputation of Ambient Water Quality (AWQ) 1990 - 2009 Report

Recomputation of Ambient Water Quality (AWQ) 1987 - 2006 Report

Recomputation of Ambient Water Quality (AWQ) 1984 - 2003 Report

Shown below are links to past surface water quality monitoring reports:

- Santa Ana River Water Quality 2019 Report
 - o Appendix B: Water Quality and Flow Data
- Santa Ana River Water Quality 2018 Report
 - Appendix B: Water Quality and Flow Data
- Santa Ana River Water Quality 2017 Report
 - o Appendix B: Water Quality and Flow Data

SAWPA will provide the selected consultant upon execution of agreement with an electronic copy of the reports in PDF format, MS Access database of all well, water-quality, and water-level data used in the last ambient water quality update recomputation; GIS shapefiles created and used including the water-quality contour maps; and Excel spreadsheets of the water-quality and water-level time series charts of each well used for this analysis.

6. GENERAL REQUIREMENTS

- 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.
- 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.
- 3. SAWPA reserves the sole right to judge the proposers' representations, either written or oral.

- 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.
- 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 shall be final.
- 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.
- 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 shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary." SAWPA shall 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 if disclosure is required under the Public Records Act.
- 8. SAWPA shall not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.





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

This Agreement is made this	_ day of _	, 20	by	and betweei	n the Santa	Ana Wa	atershed	Project
Authority ("SAWPA") located a	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.
 - 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 appropriates 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:

- 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

Date

Typed/Printed Name

(CONSULTANT NAME)

(Signature)



SANTA ANA WATERSHED PROJECT AUTHORITY TASK ORDER NO. _____

(CONSULTANT:	[Name] [Address]		VENDOR NO.:XXX		
(COST:	\$xxxx				
F	PAYMENT:	Upon Receipt of Proper Invoice				
F	REQUESTED BY:	[Manager], [Title]		[Date]		
F	FINANCE:	Karen Williams, Deputy G	M/CFO Date			
F	FINANCING SOURC	E: Acct. Coding Acct. Description	xx xx			
	COMMISSION AUTH Authorization: [Date]	IORIZATION REQUIRED F ; CM#2021.xx	OR THIS TASK ORDE	ER: YES() NO()		
F	Authority (SAWPA) a	sued upon approval and ac nd (Consultan d Consultant, entered into on	t) pursuant to the	Agreement for Services		
l.	PROJECT NAME (OR DESCRIPTION				
II.		TASKS TO BE PERFOR		ervices to provide		
	Please also refer to App	pendix 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 ser	ve as liaison between SAWl	PA 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 upor 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

X.1 PRODUCTS

All products 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.

X.2 FORMATS

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

SAWPA's standard data file formats are:

- Documents (including Desktop Publishing)
 - Microsoft Word 2010 or later
- ➤ Tables/Spreadsheets
 - o Microsoft Excel 2010 or later
- Presentations
 - o Microsoft PowerPoint 2010 or later
- Databases
 - Microsoft Access 2010 or later
 - Microsoft SQL Server 2008 or later
- Project Schedules
 - o Microsoft Project 2010 or later
- Computer Aided Drafting (CAD) Design Drawings, etc.
 - AutoDesk AutoCAD 2016 or later
- > Graphics/Images
 - o Adobe Illustrator CS5 or later
 - Adobe Photoshop CS5
 - o Microsoft Visio 2010 or later
 - o Standard JPG format
 - TIF 4 format
- Web Information
 - o HTML
 - Adobe Acrobat XI or later Portable Document Format (PDF)
- GIS Data
 - o File Geodatabase
 - o GIS Shapefiles
 - O Data in ODBC-compatible format, preferably one of the following
 - Microsoft Access (for relational data)
 - Microsoft SQL Server (for more complex relational data)
 - GIS Applications to be fully compatible with ArcGIS 10.x or later
 - See Section X.3 for specifications
- Field mapping (GPS data)
 - Mapping formats to be one of the following
 - Trimble Pathfinder-compatible files
 - GIS format files listed above
- ➤ Analytical Data Formats
 - Standard Electronic Data Deliverable (EDD) formats as used by certified laboratories
- Applications
 - 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.

X.3 SPECIFICATIONS (GIS AND RELATED DATA)

In general, data provided to SAWPA for use in SAWPA's GIS will be fully compatible with SAWPA'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 (NAD) of 1983
- All vector data will be provided in shape file or file geodatabase format
- All rrid 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 ArcGIS 10.X 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
 - o Data sources
 - Data creator
 - o Data creation date
 - 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.

X.4 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-Built Design Drawings), the Consultant 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 deliveries, 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 page order, with graphics, tables, attachments, etc. inserted in their proper location in the document (or connected using the Link function). PDF files exceeding 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 web site (if deemed appropriate) 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 (for deliverables less than 15 MB, or time critical)
- ➤ USB Flash Drive
- Posted to Consultant's FTP or Dropbox

X.5 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 <u>AND</u> the Information Systems/Data Management Manager.