



**WATER QUALITY MONITORING AND TRASH
ASSESSMENT OF HOMELESS ENCAMPMENTS IN
THE UPPER SANTA ANA RIVER WATERSHED**

REQUEST FOR PROPOSAL

For

CONSULTING SERVICES

May 2021

1. INTRODUCTION

The Santa Ana Watershed Project Authority ([SAWPA](#)) requests proposals from qualified firms to conduct a one-year dry weather monitoring program to assess the potential extent of negative impact of homeless encampments in the riverine systems of the Upper Santa Ana River Watershed (see figure 1, below). The upper watershed includes the Santa Ana River, San Jacinto River, and associated tributaries, that drain to the Prado Dam. This work will review existing information and programs to assess the extent of existing information regarding the potential impacts of homeless encampments on water quality and riparian and aquatic habitat in the Upper SAR watershed. This work is not derived from current regulatory requirements, rather, it is component of watershed planning.

The Scope of Work tasks are as recommended and defined in the [Assessment of Water Quality Monitoring and Habitat Impacts of Homelessness in the Upper Santa Ana River Watershed Report](#) conducted by GEI Consultants Inc./CWE and completed September 2020. The tasks include both dry weather water quality sampling upstream and downstream at three primary homelessness encampments along the upper Santa Ana River as well as trash assessment of these homeless encampments using SWRCB protocols and forms. Depending on this first year of sampling, additional monitoring may be undertaken in the future.

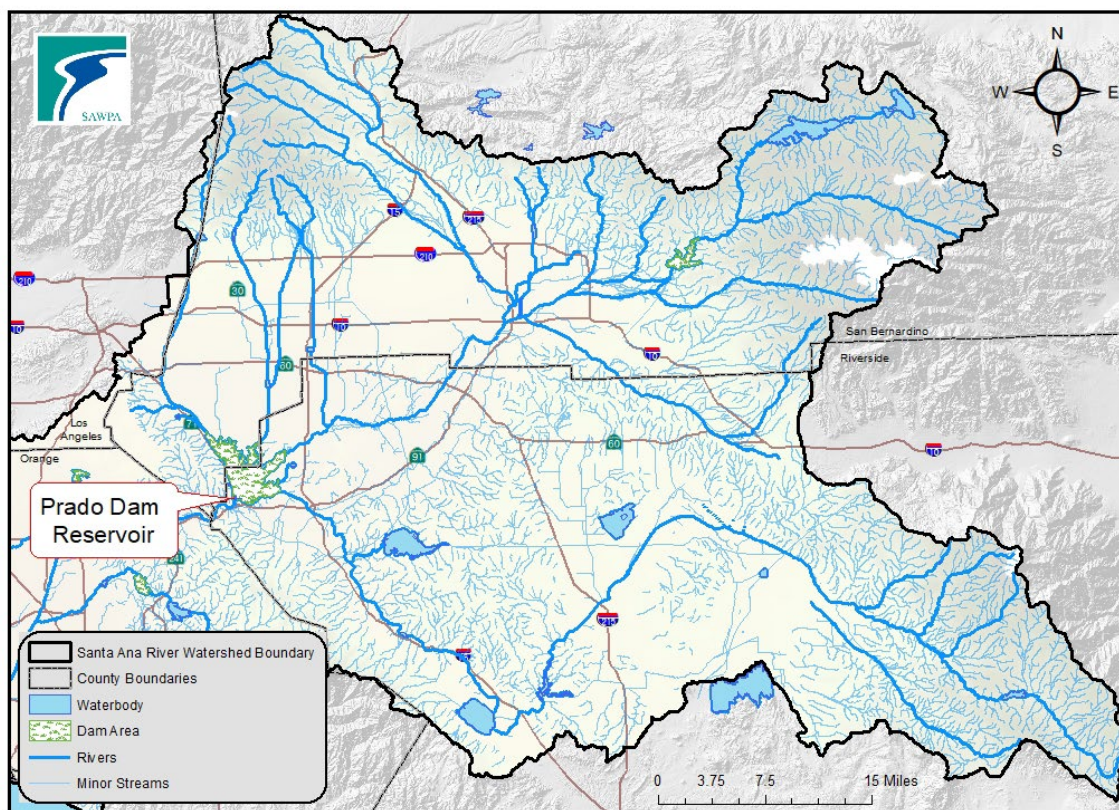


Figure 1 - Rivers, waterbodies and minor streams of the Upper Santa Ana River Watershed

It is recommended proposers review the [May 2020, San Diego River Contamination Study: Increasing Preparedness in the San Diego River Watershed for Potential Contamination prepared by San Diego State University](#), as it is the interest of SAWPA that alternative approaches to assess the impacts to water quality from homelessness are considered as part of this request for proposals.

2. PURPOSE

Throughout the Santa Ana River watershed, people experiencing homelessness often camp in or near streams. Since homeless encampments often lack access to adequate sanitary and waste disposal facilities, it is generally assumed that homeless encampments pose a risk to water bodies from a water quality standpoint. Since homeless encampments may contain relatively large numbers of people living within or adjacent to riparian and aquatic habitat, it is also generally assumed that homeless encampments may cause damage to riparian and aquatic habitat. However, the potential negative impacts of homeless encampments on water quality, riparian and aquatic habitat are poorly documented in this watershed. A study and consideration of a proposed monitoring program to quantify the water quality, riparian and aquatic habitat impacts caused by homeless encampments within or alongside streams or in proximity to waterbodies was conducted in 2019-2020 by GEI Consultants Inc in partnership with CWE. The report recommended a multi-phase approach with the first phase, Phase 1A, focusing on a one-year dry weather sampling program at three encampment locations with some riparian impact evaluation using encampment trash assessment. The proposed Phase 1A monitoring program will aid SAWPA and its member agencies in assessing the magnitude of impacts and determining appropriate needed actions, if any.

In lieu of the Phase 1A approach described below (section 4. Scope of Work), SAWPA will consider alternative monitoring approaches in response to this request for proposals. These proposals must adhere to the project term and be cost competitive.

3. TERM OF AGREEMENT

The sampling period will be for a maximum of twelve months. With report preparation and presentations of the results, the term of the agreement is 18 months.

4. SCOPE OF WORK

The Upper Santa Ana River Watershed is subject to high flow suspension of recreation standards (Santa Ana Water Board 2019), and therefore, REC-1 and REC-2 are temporarily suspended when high flows preclude safe recreation during wet-weather conditions. Consequently, dry-weather water quality data is of the greatest importance when evaluating potential impacts of homeless encampments on protection of recreational beneficial uses. Under this initial year of sampling, the emphasis will be on the collection of data from four dry-weather events, in alignment with the proposed monitoring program's first year. The findings from this sampling effort would allow SAWPA and watershed

stakeholders to make a preliminary assessment of the relationship between homelessness and water quality.

The proposed sampling program for the first year monitoring program will include only dry-weather water quality monitoring and rapid trash assessment activities. This proposed program will require the preparation of a Quality Assurance Project Plan, contracting with a certified laboratory, a baseline condition assessment, and a population estimate. The monitoring team will compile and analyze the results from the dry-weather monitoring and trash assessment tasks and prepare a report.

Sampling during dry-weather events is defined as no measurable rainfall within a 72-hour period prior to sampling. If this condition is met, dry-weather sampling can proceed. For this program, two dry-weather events will be conducted during the summer, between July 1 and September 22, and two dry-weather events will be conducted during the wet-weather season, between October 1 and April 15.

This work will also include employing sampling and assessment methods for comparing quantified impacts of encampments relative to other sources and contributors to the degradation of water quality in the Upper Santa Ana River watershed. The purpose of this effort would be to quantify and fully understand the relative impacts of all sources of water quality in the watershed, including encampments, such that watershed stakeholders and decision-makers could appropriately prioritize resources to reduce or eliminate the most significant contributors to water quality.

The consultant will follow and adhere to the sampling and analysis procedures as described in Section 2.3 and the data management and reporting as described in Section 2.4 of the GEI Consultants Inc. and WSC report entitled “Assessing Homelessness Impacts on Water Quality, Riparian and Aquatic Habitat in Upper Santa Ana River Watershed” as prepared for SAWPA and submitted in September 2020.

At a minimum, the proposed study will include three sampling locations originally defined and described under Section 2.2 Monitoring Approach. However, during implementation of the study these sites will need to be field verified to ensure locations are still reflective of homeless encampments. If one or more sites are no longer viable sample locations, the consultant will work with SAWPA to develop an alternative sampling location (s) during project implementation.

If alternative locations are included, data collection would include the following (as described in Section 2.2 Monitoring Approach): baseline condition assessment, four quarters of water quality sampling, and rapid trash assessment

The consultant should also assume one presentation of the sampling results to each of: SAWPA Commission, OWOW Steering Committee, Joint Regional Water Quality Monitoring /Middle SAR TMDL Task Force, and Santa Ana Sucker Conservation Team.

The consultant shall prepare a draft Technical Memorandum (TM) presenting the results of one-year sampling program. SAWPA and SAWPA's five-member agencies will review the draft TM and provide comments to the consultant. The consultant shall prepare a final TM that addresses and responds to the comments provided. The consultant should assume two meetings with SAWPA staff and its member agencies. The consultant should assume that the draft and final TM can be provided in electronic format and is ADA compliant.

The consultant's work will include regular consultation with and oversight by SAWPA staff.

A summary of the proposed scope of works tasks is shown below and is reflected in the previously mentioned GEI Consultants Inc. report as Phase 1A:

Task 1: Kickoff meeting and project management

The consultant will assign a Project Director to be the main point of contact for implementing the Upper SAR Homelessness Monitoring Program. The Project Director will conduct a project Kick-off meeting with SAWPA staff and its partners.

The consultant will provide updates of monitoring activities and discuss other project related activities, as needed. Additionally, the consultant should be prepared to conduct one presentation of the sampling results to each of: SAWPA Commission, OWOW Steering Committee, Joint Regional Water Quality Monitoring /Middle SAR TMDL Task Force, and Santa Ana Sucker Conservation Team.

Task 2: Monitoring Plan and QAPP

The consultant will maintain and update the current Monitoring Plan (as needed) and will prepare a Quality Assurance Project Plan (QAPP).

Task 3: Contract with a certified laboratory

Consultant will be responsible to contract with a laboratory (or laboratories) certified by the state of California for all of the analyses that are required by the Homelessness Monitoring Plan and coordinate activities including but not limited to the following:

- Coordinate and supervise analysis of the samples by a qualified laboratory and ensure that all tests are performed using methods approved by EPA pursuant to 40 CFR Part 136 or, where no such methods exist, by appropriate state authorities.
- Coordinate with the laboratory to obtain adequate sample bottles and ensure the laboratory is prepared to receive samples.
- Conduct quality assurance and quality control of laboratory data pursuant to the QAPP.
- Work with the laboratory to resolve any data validity issues.

Task 4: Preliminary field visits including baseline condition assessment and encampment population estimate and coordination

Before implementation of the monitoring program, the consultant will be required to conduct several preliminary field visits to obtain the best available data and verify initial conditions. If these site visits determine that a sampling location is no longer reflective of the purpose of this work, the consultant shall investigate and provide a recommendation for alternative monitoring sites.

These preliminary field visits will be conducted consistent with the Upper SAR Homelessness Monitoring Plan and QAPP.

Task 5: Dry-weather event sampling and trash assessment

The consultant will conduct field data, water quality sampling and trash assessment consistent with Alternative A: Dry-Weather Event Monitoring Only of the Upper SAR Homelessness Monitoring Plan and QAPP including, but not limited to the following:

- Collection of dry weather water quality samples and other related field data.
- Conduct of rapid trash assessment activities.
- Coordination with a courier (if needed) to ensure timely delivery of water samples to laboratory.
- Coordination with laboratory and courier to ensure receipt and payment of laboratory analysis invoices through this contract.
- Coordination with the Santa Ana River homeless encampment social services outreach and cleanup efforts conducted by the local cities and county agencies.

Task 6: Data management and one annual draft and final report

The consultant will oversee and complete all data management activities as described in the SAR Regional Bacteria Monitoring Plan and QAPP.

The consultant will prepare and submit a draft Homelessness Monitoring Report for review and comment. The final report should include a 2-4 page standalone executive summary or report card, as well as, a comment-response matrix.

Additional monitoring programs to assess wet weather water quality impacts, riparian and ecosystem impacts in the future may be considered in the future and are outside the scope of work requested here.

5. PROJECT PROPOSAL

The proposal submitted to SAWPA shall include the following as a minimum.

- **Understanding of the Project** – The Proposer shall provide a brief description of the Project and its understanding of the important elements, as well as technical considerations of the Project.

- Experience & Qualifications - The Proposer shall provide resumes of key team members and descriptions of similar projects that have been successfully completed in the past 5 years. References must be submitted for each project, including the name of the contact person, the person's title and telephone number. The Proposer may be required to furnish statements of their financial resources.
- Scope of Work – The Proposer shall provide a detailed description of the tasks it proposes to undertake to complete the Project.
- Description of Equipment – The Proposer shall detail a list of equipment they will use to complete the tasks.
- Project Schedule – The Proposer shall provide a schedule for completing the Project. The schedule shall show each scope of work task and its activity duration.
- Compensation Budget – The Proposer shall provide a budget detailing scope of work tasks and material costs.¹

6. PROPOSAL REQUIREMENTS

Responses to this RFP must be made according to the requirements set forth in this section. Failure to adhere to these requirements or the inclusion of 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 concisely as possible. The proposal should be formatted for legibility by the reviewers, and **no more than twenty (20) pages long**, not including staff resumes. Submittal of boilerplate marketing materials is discouraged.

All proposals must include the following information:

- Cover letter, including name, telephone number, fax number and address of the firm.
- Background information about the proposer, including technical qualifications, size of firm and relevant licenses. Description of the proposer's business; i.e., individual, partnership, joint venture, etc., and background information of subcontractors to be used, if any.
- Organization chart showing proposed management and project team.
- Complete list of personnel, including subcontractors that will be dedicated to this project.
- The names and qualifications of staff who will participate in the project.
- Project Schedule and Approach
- Description of the proposer's experience. A list of similar services and project descriptions undertaken by the proposer with beginning and ending dates, name, address, phone number, fax number, and e-mail address of a contact person for each reference. Projects must be within the last five (5) years, and preferably involve the staff identified in list of personnel.

¹ Note: The Budget presented in Alternative A: Dry-Weather Event Monitoring Only may not be reflective of the scope of work presented in this request for proposals.

- Fee proposal shall include breakdown of labor hours by employee billing classification, expense reimbursement schedule that includes cost of non-labor and sub-consultant services. Fee proposal shall be broken down by major tasks. All columns and rows shall have totals.
- Hourly billing rates for personnel to be assigned to the project.
- 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 attached to this RFP (**Attachment 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.

7. SUBMITTALS

Submit **only an electronic copy** of the proposal and related information as a single .pdf file to Rick Whetsel, Senior Watershed Manager (rwhetsel@sawpa.org) Proposals must be received by **1:00 p.m. on Monday May 24, 2021**. Proposals received after the stated time will be deleted and not considered. SAWPA is not responsible for any failure to receive files transmitted electronically or which fail to open properly upon receipt. SAWPA will provide confirmation receipts upon request.

A panel composed of SAWPA staff and staff members from the SAWPA member agencies will review proposals. If interviews are needed, proposers will be contacted to schedule a meeting at SAWPA scheduled for the last week of May 2021. If additional information is needed, email Rick Whetsel at rwhetsel@sawpa.org. PROPOSED SCHEDULE

May 3, 2021	Issuance of Request for Proposals
May 24, 2021 (by 1:00 pm)	Proposal due emailed to SAWPA
June 14 to 22, 2021	Interviews with proposers if needed
June 15, 2021 (tentative)	SAWPA Commission approval of Consultant Contract
July 1, 2021	If approved, begin Work

8. EVALUATION CRITERIA

Evaluation of qualifications will be conducted on the following:

- Responsiveness to the RFP
- Experience and qualifications of the assigned individuals/firm
- Project Approach and understanding of needs
- Appropriateness of proposed fee structure
- Project schedule
- Anticipated value and quality of services received

SAWPA reserves the sole right to evaluate and select the successful proposal(s) and may choose to award a contract to one or more qualified consultants, or not award any contract. The selection process is anticipated to include an evaluation of the proposal and an interview.

9. GENERAL REQUIREMENTS

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.
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 result in 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 until the date listed above in section 7. 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 posted at <http://www.sawpa.org/request-for-proposals/>. 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, if any, 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 because of 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.

Attachment A

Agreement for Services template



**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.
10.

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

11. 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.

12.

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.

13.

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

14. 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