

**SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA)**

**REQUEST FOR PROPOSALS (RFP)**

**For**

**Santa Ana Watershed Salinity Management Program**

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

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

Telephone: (951) 354-4220  
Fax: (951) 785-7076

**No later than June 10, 2009 at 4:00 pm.** Seven (7) original copies and one electronic (in PDF format) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Santa Ana Watershed Salinity Management Program." One (1) original copy and an electronic copy (in PDF format) of the fee proposal shall be submitted in a separate sealed envelope and marked: "Fee proposal for Santa Ana Watershed Salinity Management Program." **Proposals received after the above specified date and time WILL NOT be accepted.** A pre-proposal meeting will be held at the SAWPA offices (see address above) on May 20, 2009. Questions regarding this RFP should be addressed to Rich Haller [rhaller@sawpa.org](mailto:rhaller@sawpa.org).

**I. INTRODUCTION**

***Agency Background***

The Santa Ana Watershed Project Authority (SAWPA) is comprised of five member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD).

SAWPA owns and operates approximately 73 miles of pipeline in the Upper Santa Ana River Watershed to collect and convey non-reclaimable wastewater to the ocean for discharge after treatment at Orange County Sanitation District (OCSD) facilities in Huntington Beach. Total system length including the Orange County portion in which SAWPA has 30 MGD capacity rights, is 93 miles.

The main dischargers to the SARI system are desalters, power plants, and other high TDS discharge industries in the Upper Watershed. There are also a few temporary domestic wastewater dischargers.

Through the One Water One Watershed process, the 2009 Santa Ana Integrated Watershed Plan, an Integrated Regional Water Management Plan has been prepared. This document includes an updated Salt Balance Analysis (see link found in Chapter 1, page 24) that estimates total annual salt inputs to the watershed of 825,000 metric tons and outputs of 280,000 metric tons, for a current imbalance of over 500,000 metric tons.

The SARI is operated under a permit issued per SWRCB Order No. 2006-003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. SAWPA is in the process of completing the required Sanitary Sewer Management Plan which will be the basis for all future management and operations of the SARI.

## **II. OBJECTIVE**

To protect water quality and maximize use of groundwater basins and recycled water in the watershed, management of salts is required. Establishment of “salt balance” (salt inputs approximately equivalent to outputs) is the goal. The purpose of this study is to evaluate current salt management practices within the watershed and to develop a salt management program that achieves salt balance. Specific objectives should be developed over the near, intermediate and long term planning horizons. The SARI’s role, as outlined in the Santa Ana Integrated Watershed Plan supporting water supply reliability, recycling, and quality improvement, shall be evaluated. Further, the SARI’s role in a salt management program that achieves salt balance shall be defined.

The study should build upon previous studies in addressing issues such as:

### ISSUES TO BE ADDRESSED

1. Validate watershed salt balance assumptions/calculations.
2. Identify additional activities/facilities that can be implemented to achieve salt balance in the watershed. Determine their effectiveness and importance.
3. Develop near, intermediate, and long term needs for salt removal from the watershed.
4. Develop scenarios to maximize SARI’s use as an effective salt management tool. For each scenario quantify the range of expected use in terms of volume of brine to be removed and pounds of salts to be removed.
5. Discuss operational implications related to industrial discharges containing TDS, BOD and TSS and how use by industrial dischargers could be maximized.
6. Estimate how long temporary domestic connections will likely be required. Identify how these domestic flows will be diverted to local POTWs for treatment and possible reuse. Identify volumes available for reuse. List the earliest/latest time the necessary facilities will be constructed.
7. Identify alternatives to existing emergency/fail safe connections. Describe how they can continue to be accommodated by the SARI and implications to the system.
8. Compare and contrast efficient and effective SARI configurations and operations relative to salt removal and costs.
9. Determine if a SARI in-line treatment plant(s) is technically and economically feasible. Also include opportunities and constraints analysis for direct ocean discharge. Identify any other options.
10. Estimate the long term effects of “zero liquid discharge” on SARI operations.
11. Describe the operational impacts and future contractual limitations to the SARI of brines with higher concentrations of TDS such as the formation of solids/scale within the pipeline.
12. Quantify the economic impacts of identifiable future costs for treatment and disposal capacity purchases from OCSD, OCSD repair and rehabilitation of the pipeline, and SAWPA’s CIP.
13. Identify options to maximize use of the SARI while complying with the existing contractual terms between SAWPA and the member agencies and sub-agencies. How can additional requests to discharge be accommodated?

14. Over the near term, evaluate options for efficiently managing and operating the SARI.

This study shall build upon existing planning efforts including the ongoing OWOW 2009 Santa Ana Integrated Watershed Plan, the ongoing Bureau of Reclamation's Southern California Regional Brine-Concentrate Management Study, the 2002 SARI Planning Study, the 2006 SARI Business Plan, the 2009 SARI Sanitary Sewer Management Plan and the pending 2009 SARI Market Analysis.

The Consultant shall gather, develop, and analyze the information as outlined in the following scope of services in order to provide SAWPA with sufficient decision-making tools to (1) develop a salt management program that achieves salt balance in the watershed including near, intermediate and long term goals, (2) provide an efficient and effective SARI system for salt removal, and (3) develop conceptual level information including cost analyses for system configuration changes considered viable.

### III. SCHEDULE

May 13, 2009	Issue Request for Proposals
May 20, 2009	Pre-proposal meeting (10:00 am)
June 10, 2009	Proposals due (4:00 pm)
June 11-18, 2009	Consultant selection panel reviews proposals
June 25, 2009	Interview panel conducts interview of top proposing firms
July 21, 2009	Recommend award to SAWPA Commission
July 22, 2009	Issue Notice to Proceed

### IV. PROPOSAL INSTRUCTIONS AND CONDITIONS

1. **SAWPA is not Responsible for Pre-Contractual Expenses** - Pre-Contractual expenses are defined as expenses incurred by prospective firms in:

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

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

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

3. **Selection of Multiple Proposals** – Due to the widely varied geographic area and technical requirements, SAWPA has found teams of consultants to be very effective in providing the technical expertise and personnel required to perform services for the SARI. Therefore, SAWPA reserves the right to select more than one prospective firm to provide services for all or part of the proposed scope of work.
4. **Right to Reject Proposal** - SAWPA reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the firm/s, which, in the opinion of SAWPA, is best qualified to perform the services and represents best value and effectiveness. This is not intended to be, nor shall it be considered, a competitive bidding process.
5. **Discrepancies in Proposal Documents** – Should prospective firms find discrepancies in, or omissions from the request for proposal, or if the intent of the invitation is not clear, and if provisions of the specifications restrict any prospective firm from proposing, they may request in writing that the deficiency(s) be modified. Such request must be received by SAWPA at least ten (10) working days before the proposal due date. All registered firms will be notified by addendum of any approved changes in the request for proposal documents.
6. **Oral Statements** - SAWPA is not responsible for oral statements made by any of their employees or agents concerning the request for proposal. If the prospective firm requires specific information, a written request must be submitted to the SAWPA.
7. **Conflict of Interest** – The Consultant shall review their past, current or proposed work with agencies or firms having a significant interest in the SARI to verify a conflict of interest or the appearance of a conflict will not occur.

## **V. SCOPE OF WORK**

The scope of work shall be performed in three phases with a technical memorandum and workshop conducted at the conclusion of each phase. Work on subsequent phases shall not begin until the current phase is complete and written direction to proceed is provided by SAWPA.

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

### **PHASE 1 SALINITY MANAGEMENT PROGRAM**

Task 1-1 – Current Setting. Summarize current conditions related to salinity management within the watershed including “inputs” and “outputs”. Summarize current SARI data including contribution to salt output/export, facilities, permits/dischargers including fail safe connections, operations, management, and finances. Summarize ongoing projects to modify/extend the SARI such as YVWD’s 14 mile extension. Summarize current contractual agreements between SAWPA and OCSD, SAWPA and the Member Agencies, and the Member Agencies and Sub-Agencies.

Task 1-2 – Planning.

- (a.) Summarize current water supply, recycling and quality planning affecting salinity management such as use of higher TDS water sources, additional use of desalters for potable water supply, water use efficiency, recycled water use,

nitrate removal plants, etc. Confirm/update watershed salt balance assumptions/calculations over the near, intermediate, and long term planning horizons. Evaluate SARI's role based upon current plans including an estimate of salt exported and flows. Prepare salt export and flow projections broken down into estimates from each member agency and sub-agency area, if applicable. Summarize ongoing planning efforts that will change discharges/physical configuration to the system such as EMWD's Brine Management System evaluations (reference Brine Management System Basis of Design Report, CDM, March 2009), WMWD's Arlington Desalter expansion, CDA's expansion of the Chino II Desalter and other possible desalters, and YVWD's reverse osmosis plant at the Wochholz Regional Water Recycling Facility. Summarize the ability to technically and contractually accommodate the planned uses.

(b.) Evaluate additional objectives and steps required to achieve "salt balance" in the watershed and the SARI's potential to support additional salt export beyond what is planned. Identify measures (or "Best Management Practices") to control salt sources and maximize salt removal. Planning horizons shall be: near term (2010), intermediate (2020) and long term (2050).

(c.) Results: Respond to Issues to be Addressed Items 1 - 4. Summarize existing salinity management practices and near, intermediate and long term goals to achieve salt balance in the watershed. Identify SARI's role in current plans and in a salt balanced watershed. Provide recommendations for maximizing SARI's role. Present flow and salt export projections by sub-agency, member agency and SAWPA overall as a range based upon current plans and maximum use.

Task 1-3 – Summarize data, information, and results in a Technical Memorandum. Conduct a workshop with stakeholder group and aid SAWPA staff in presenting a summary to the Commission. Draft report and workshop shall be prepared/conducted within 2 months of Notice to Proceed. Issue a final technical memorandum incorporating comments received from the stakeholder group and Commission.

## PHASE 2 SARI PLANNING

Task 2-1 – Impacts of Future Technology. Evaluate the possible range of impacts from technology advances such as "zero liquid discharge" to the expected volume of flow and chemistry of the brine discharged to the SARI. Evaluate impacts to the SARI's ability to support salt balance and O&M of the SARI (e.g. generation of solids, formation of scale).

Task 2-2 – System Configuration Changes. Evaluate possible system changes versus "status quo" to determine if they are credible alternatives worthy of further investigation. Alternatives to be evaluated include:

- Direct Ocean Discharge
- Alternative discharge points such as existing ocean outfalls or the Salton Sea
- In-line Concentrating Plant(s) with an intermediate to long term goal of "zero liquid discharge"
- Relocation outside of the Prado Dam Water Conservation Pool

Evaluation should include required facilities, order of magnitude costs (capital, O&M), hurdles to implement, regulatory/permitting requirements, ability to accommodate salt removal requirements and advantages/disadvantages. In-line concentrating plant should consider the value and ability to use the reclaimed water. "Status quo" should quantify the costs associated with the current system configuration including purchase of 13 MGD of additional treatment and disposal capacity, SAWPA's share of OCSD's CIP for the SARI line in Orange County, and OCSD O&M charges for the SARI and treatment and disposal.

Task 2-3 - Industrial Dischargers, Stringfellow. Evaluate the advantages/disadvantages of including industrial discharges which contain TDS, BOD and TSS in the SARI and whether limits on BOD and TSS should be considered for the "status quo" system configuration. Evaluate the compatibility of industrial discharges and Stringfellow with the system configuration changes considered in Task 2-2.

Task 2-4 – Temporary Domestic Discharges. Summarize the current connections to the SARI containing reclaimable wastewater, associated agreements, the facilities required to remove the connection, and any plan/timing for implementing the required facilities. Include the four remaining JCSD connections and EVMWD's Alberhill planned connection as part of this task. Other connections include the Green River Golf Club, California Institution for Women, California Rehabilitation Center, and Bonview (Lewis Homes). Evaluate the compatibility of temporary domestic discharges with the system configuration changes considered in Task 2-2.

Task 2-5 – Fail Safe Connections. Summarize permitted fail safe connections including purpose, expected maximum flow rate/volume and water quality when utilized, and use history. Identify alternatives to the fail safe connection. Evaluate the ability of the system to accommodate fail safe connections over the long term and the compatibility with the system configuration changes considered in Task 2-2.

Task 2-6 – Indirect Discharges (Truck Disposal Stations). Summarize the operation of the four existing truck disposal stations including existing facilities, staffing, and current use. In close coordination with member agency staff, estimate the likely "maximum capacity" of the current facility and expansion capability. Evaluate the future needs for truck disposal stations using the flow projections developed under Phase 1. Consider the location of current stations and the location of brine generation from industrial areas. Under the "status quo" system configuration, evaluate the impact of truck disposal stations on the O&M of the SARI particularly on the creation of solids/scale.

Task 2-7 – Summarize data, information, and results including Issues to be Addressed Items 5 - 13 in a Technical Memorandum. Conduct a workshop with stakeholder group and aid SAWPA staff in presenting a summary to the Commission. Draft report and workshop shall be prepared/conducted within 2 months of Notice to Proceed. Issue a final technical memorandum incorporating comments received from the stakeholder group and Commission.

## PHASE 3 SARI OPERATIONS

Task 3-1 – Update to Capital Improvement Program. Estimate the expected remaining useful life of the existing infrastructure. In addition, evaluate current operations and identify problematic areas as they relate to proper operation and maintenance, potential risk, and options to maximize use of the system. Problem areas to be investigated include:

- Schleisman Siphon (Reach IV-D) which accumulates solids at an unacceptably high rate.
- SCADA System. Plan a simple SCADA system to monitor status and collect data. Data points would include flow rate and volume from the dischargers and at key points in the system. Status would include time adjusted balance between inflows and outflows and use of fail safe connections.
- Methodology to clean approximately 6,000 feet of Reach IV-E pipeline (between MHs 4E-0020 and 4E-0110), where line inspection has indicated that a considerable volume of solids has accumulated, the pipe is in an inverted siphon configuration and there are very few access points.
- Methodology to correct record drawings for Reach V and field locate the line when required to comply with Dig Alert requests. Reach V consists of a series of siphons constructed of non-metallic (HDPE and PVC) pipe material. Dig Alert requirements can be found at [www.digalert.org](http://www.digalert.org)
- Develop recommendations for required repair, rehabilitation, or upgrades of the existing infrastructure required to provide adequate service through the year 2060.

Task 3-2 – SARI Management and Operations. Evaluate the current management and operations structure implemented by SAWPA (contract O&M services with WMWD, IEUA, contract pre-treatment program and engineering services with consultants). Evaluate ways to improve efficiency. Evaluate other alternatives such as performance of more activities by SAWPA or member agency staff or more use of contractors.

Task 3-3 – Summarize data, information, and results including Issues to be Addressed Item 14 in a Technical Memorandum. Conduct a workshop with stakeholders group and aid SAWPA staff in presenting a summary to the Commission. Draft report and workshop shall be prepared/conducted within 2 months of Notice to Proceed. Issue a final technical memorandum incorporating comments received from the stakeholder group and Commission.

Task 4 – Final Report. Consultant shall prepare an executive summary of the three technical memoranda prepared. The executive summary and three TMs shall make up the contents of a Final Report for the Salinity Management Program. The draft final report shall be completed within 2 weeks of the completion of the Task 3 final technical memorandum. The final report shall be completed within two weeks of receipt of comments from SAWPA.

## CONSIDERATIONS:

- a. Maximize reuse of SARI flows. Maximize operation of GWRS. The Consultant shall consider the goal of maximizing reuse of flows in the SARI and the production of the GWRS which is currently restricted from using SARI flows.
- b. Institutional barriers. The Consultant shall identify any institutional barriers that should be considered. This includes, but is not limited to, funding constraints, regulatory concerns, availability of capacity at existing facilities, etc.
- c. Cooperation opportunities. The Consultant shall identify opportunities for cooperation between Member Agencies. The Salinity Management Program objective is to address the needs of all of SAWPA's Member Agencies. As such, the final recommendations shall ensure that all interests are considered and that there is positive value for all stakeholders.
- d. Policy suggestions. The Consultant shall evaluate the policy considerations resulting from report recommendations.
- e. Sensitivity Analysis. Evaluate the impact to salt balance calculations from dramatically reduced imported water supplies resulting in increased reliance in alternative water supplies, including increased conservation and use of recycled water.

## **VI. FEE PROPOSAL REQUIREMENTS**

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

1. Compensation for Consultant direct services provided in completing the tasks shall be based upon an hourly billing rate up to a not-to-exceed amount.
2. For each task, provide a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-consultant services. The labor breakdown shall be compiled by project task, and be based on a listing of work tasks that correlates with the Consultant's defined scope of work for the project proposal. This information will be used by SAWPA to evaluate the reasonableness of the fee proposal, and will be used in negotiating the final fee amounts for the contract agreement.
3. The Consultant shall detail the hours allocated to meetings by meeting type (kickoff, bi-monthly coordination, workshop, etc).
4. The Consultant's billing rates for all classifications of staff likely to be involved in the project shall be included with the fee proposal, along with the markup rate for any non-labor expenses and sub-consultants.
5. SAWPA will review the fee proposal of the Consultant deemed most qualified after completing a review of the proposals and conducting interviews. The final scope and fee will be negotiated with the top ranked Consultant.

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

## **VII. PROPOSAL REQUIREMENTS**

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

### **Content and Format**

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

Proposals should be limited to pertinent information. Proposal should be no more than twenty-five **(25) typed pages** (based on an 11-point minimum font size, including letter and table of contents). Resumes and page dividers will not count toward the proposal page limit. Resumes should be included in an appendix. The fee proposal, provided in separate cover, should contain information to clearly respond to the information that is requested in the RFP.

The proposal should include the following:

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

Some of these areas are described in further detail below:

### **Cover or Transmittal Letter**

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

### **Project Approach and Scope of Services**

A description of the work program that will be undertaken shall be included in this section. It should explain the technical approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items identified in the RFP. It should also include a discussion of constraints, problems, and issues that should be anticipated during the contract, and suggestions for approaches to resolving them. Any proposed deviations to the scope of work as described herein should be clearly noted.

### **Project Team and Organization Diagram**

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

### **Project Schedule**

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

### **Contract Exceptions, Proof of Insurance**

The Consultant shall carefully review the standard agreement and include with the proposal a description of any exceptions requested to the standard contract. If no such written exceptions are provided with the proposal, the standard agreement shall be deemed acceptable as-is by the Consultant.

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

### **Fee Proposal (In Separate Sealed Envelope)**

A Fee Proposal shall be submitted per the requirements of Section VI.

## **VIII. GENERAL REQUIREMENTS**

### **1. Insurance Requirements**

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

- a. **General Liability Coverage** - \$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- b. **Professional Liability Coverage:** Coverage in a minimum amount of \$2,000,000 to cover any negligent acts or omissions committed by the Consultant, its employees and/or agents in the performance of any services for SAWPA.
- c. **Worker's Compensation Coverage:** State statutory limits, deductibles, self-insurance retention's, or similar forms of coverage limitations or modifications must be declared to and approved by the Santa Ana Watershed Project Authority.

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

## 2. Standard Form of Agreement

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

## 3. Assigned Representatives

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

## IX. CONSULTANT EVALUATION AND SELECTION PROCESS

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

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

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

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

**X. AVAILABLE DOCUMENTS**

The following reference documents are available for download from SAWPA's FTP site. Please email Regina Patterson at [rpatterson@sawpa.org](mailto:rpatterson@sawpa.org) to receive FTP download instructions.

1. Record drawings
2. SARI Planning Study, CDM, 2002
3. SARI Business Plan, SAWPA, 2006
4. OWOW 2009 Santa Ana Integrated Watershed Plan
5. Sanitary Sewer Management Plan, IEC, 2009

**XI. PROPOSAL AUTHORIZATION**

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Proposal Submitted by

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
email

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

# **ATTACHMENT A**

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

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2009 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 , 2009, 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** SAWPA shall reimburse Consultant for reasonable and necessary expenses incurred by Consultant in the performance of services for SAWPA. Reimbursement shall be according to a schedule set forth in each Task Order.

**3.04** 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.

**3.05** 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. Such invoices shall be received in SAWPA's office on or before the 15th day of the month, for payment on or about the 15th day of the following month. All payments are made on or about the 15th day of the month. 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.

#### **ARTICLE IV**

#### **CONSULTANT OBLIGATIONS**

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

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

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

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

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

**4.03c** Obtain a policy of Employer's Liability insurance in a minimum amount of \$2,000,000.00 per accident for bodily injury and property damage.

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

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

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

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage.

Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. CONSULTANT acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligent acts or omissions or willful misconduct of Consultant in performing services assigned by SAWPA.

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

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

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

## **ARTICLE V**

### **SAWPA OBLIGATIONS**

**5.01** SAWPA shall:

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

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

## **ARTICLE VI**

### **ADDITIONAL SERVICES, CHANGES AND DELETIONS**

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

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

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

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

## **ARTICLE VII**

### **CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS**

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

## **ARTICLE VIII**

### **TERMINATION OF AGREEMENT**

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

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

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

## **ARTICLE IX**

### **CONSULTANT STATUS**

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

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

**ARTICLE X**  
**AUDIT AND OWNERSHIP OF DOCUMENTS**

**10.01** All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense.

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

**ARTICLE XI**  
**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

**11.07** Any dispute which may arise by and between SAWPA and the Consultant, including the Consultant's, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of

the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

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

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

**SANTA ANA WATERSHED PROJECT AUTHORITY**

\_\_\_\_\_  
**Celeste Cantú, General Manager** Date

**(NAME)**

\_\_\_\_\_  
*Signature* Date

\_\_\_\_\_  
Typed/Printed Name



**VI. COMPENSATION**

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of \$ \_\_\_\_ in accordance with the Schedule of Hourly Rates, attached hereto as Attachment B, and shall be reimbursed for reasonable and necessary expenses incurred in the connection with the performance of services hereunder. Payment of the fees and expenses incurred shall be made monthly upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

**VII. 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; and
- e. Drawings incorporated by reference.

**VIII. MISCELLANEOUS MATTERS**

The following additional matters as defined on Attachment D are made a part of this Task Order (*DELETE THIS ENTIRE ITEM IF NONE*).

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

**SANTA ANA WATERSHED PROJECT AUTHORITY**

\_\_\_\_\_  
Celeste Cantú, General Manager Date

**(CONSULTANT)**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print or Type Name