



MIDDLE SANTA ANA RIVER BACTERIA TMDL

REQUEST FOR PROPOSAL

For

CONSULTING SERVICES

For

**IMPLEMENTATION OF THE SANTA ANA RIVER
BACTERIA MONITORING PROGRAM**

September 2015

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1. INTRODUCTION AND BACKGROUND

The Santa Ana Watershed Project Authority (SAWPA) requests proposals from qualified firms to implement and oversee the Santa Ana River Watershed Bacteria Monitoring Plan (“SAR Bacteria Monitoring Plan”). This Plan supports the implementation of regulatory-related activities associated with the protection of recreational uses in the Santa Ana River Watershed including:

- a. [2012 adopted Basin Plan amendment \(BPA\) to Revise Recreation Standards for Inland Freshwaters in the Santa Ana Region¹](#);
- b. [Middle Santa Ana River \(MSAR\) Bacterial Indicator Total Maximum Daily Load² \(TMDL\) \(“MSAR Bacteria TMDL”\) compliance monitoring \(replacing existing MSAR TMDL compliance monitoring\)](#);
- c. Additionally, this Plan may include any additional bacterial indicator monitoring that may be conducted in the watershed to support regional regulatory activities or requirements.

The 2012 adopted Basin Plan amendment (BPA) to Revise Recreation Standards for Inland Freshwaters in the Santa Ana Region was developed by Santa Ana Regional Water Quality Control Board (Regional Board) staff in collaboration with the Stormwater Quality Standards Task Force (SWQSTF), comprised of representatives from various stakeholder interests, including the SAWPA; the counties of Orange, Riverside, and San Bernardino; Orange County Coastkeeper; Inland Empire Waterkeeper; and the Environmental Protection Agency (EPA) Region 9. The BPA was approved by the State Water Resources Control Board (State Water Board) on January 21, 2014 and the California Office of Administrative Law on July 2, 2014. The EPA issued its letter of approval/disapproval on April 8, 2015.

The BPA requires establishment of a comprehensive monitoring program to support implementation of the changes to the Basin Plan. The SAR Bacteria Monitoring Plan and associated Quality Assurance Project Plan (QAPP) addresses that requirement.

The MSAR Bacteria TMDL, adopted in 2005, amended the Santa Ana River Basin to incorporate the MSAR Waterbodies Bacterial Indicator TMDLs into the Water Quality Control Plan to address exceedences of the fecal coliform objective established to protect the REC-1 use for waterbodies located within the MSAR. These waterbodies are; Santa Ana River, Reach 3; Chino Creek, Reaches 1 and 2; Cucamonga Creek, Reach 1; Mill Creek (Prado Area); and Prado Park Lake.

The MSAR Bacteria TMDL was developed by Regional Board staff in collaboration with the MSAR Task Force, comprised of representatives from various stakeholder interests, including the SAWPA; Cities of Chino, Chino Hills, Claremont, Corona, Fontana, Montclair,

¹ Santa Ana Water Board Resolution: R8-2012-0001, June 15, 2012

² Santa Ana Water Board Resolution: R8-2005-0001, August 26, 2005

2. PURPOSE

SAWPA, is seeking proposals from qualified firms to implement Santa Ana River Watershed Bacteria monitoring activities and related support services as outlined in the draft [SAR Bacteria Monitoring Plan](#), and [Quality Assurance Project Plan \(QAPP\)](#).

For the purposes of this proposal, applicants should prepare a scope of work, budget and schedule for the implementation of the SAR Bacteria Monitoring program as follows:

The proposal budget must include a detailed budget breakdown of annual coordination (Task 1), laboratory (Task 2), monitoring (Task 3), and data management (Task 4) costs by County and for each monitoring site as appropriate.

The proposal schedule should indicate a December 1, 2015 start date for MSAR Bacteria TMDL monitoring, and a January 1, 2016 start date for the overall SAR Bacteria Monitoring Program.

The applicant should assume to be responsible for the collection of all water quality samples from all sites in the watershed as described in the SAR Bacteria Monitoring Plan. However, some participating agencies may opt to collect some or all samples within their jurisdiction. SAWPA will work with the selected Consultant on a final scope of work and budget prior to contract preparation.

Please note: at the time this Request for Proposals was issued, the Regional Board had not formally approved the SAR Bacteria Monitoring Plan, and therefore specific monitoring sites and sampling frequency are subject to change.

3. TERM OF AGREEMENT

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Scope of Work. The Agreement period will be for THREE years with the option to exercise two additional one-year extensions.

4. SCOPE OF WORK

The scope of this project will include the following work activities:

Task 1 Stakeholder Coordination

The consultant will assign a Project Director to be the main point of contact for implementing the Bacteria Monitoring Program. The Project Director will conduct a project kick-off meeting and follow-on meetings, as necessary, with stakeholders to assess the level of support required by each County to implement the SAR Bacteria Monitoring Program. The Project Director will be responsible for the development and submittal of the Annual Reports to the Santa Ana Water Board on or before November 30th. The consultant will prepare minutes of this meeting and distribute for review and comment.

The consultant will prepare a formal work plan detailing the level of effort required to support each county efforts to implement the SAR Bacteria Monitoring program including, but not limited to a detailed program coordination schedule, list of deliverables, and summary of data to be managed, as well as any other information deemed necessary by stakeholders.

The consultant will attend regular stakeholder meetings (approximately quarterly) to provide updates of monitoring activities and discuss other project related activities, as needed. Additional coordination with stakeholders will occur as needed through SAWPA via email or teleconference.

Task Deliverables:

- Meeting Summary Memo
- Program Workplan
- Meeting Materials (as needed)

Task 2 Contract with Qualified Laboratory

Consultant will be responsible to contract with a qualified laboratory (or laboratories) and coordinate activities including but not limited to the following:

- Coordinate and supervise analysis of the samples by a qualified laboratory.
- 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.
- Work with laboratory to resolve any data validity issues.

For purposes of this proposal consultant will obtain a list of the analytical methods and pricing from a minimum of three qualified laboratories.

Task Deliverables:

- Laboratory Pricing

Task 3 Implement Monitoring Program

The consultant will conduct water quality monitoring consistent with the SAR Bacteria Monitoring Plan and QAPP including, but are not limited to the following:

- Collection of water quality samples and other related field data
- Coordination with a Courier to ensure timely delivery of water samples to laboratory
- Coordination with Laboratory and Couriers to ensure receipt and payment of laboratory analysis invoices through this contract

Task Deliverables:

- Water Quality Data and Quarterly Monitoring Reports

Task 4 Annual Reporting

Prepare and submit a draft Annual Water Quality Monitoring Report for review and comment. The final report should include a comment-response matrix. Submit Annual Report(s) to the Santa Ana Water board and Principal MS4 Permittee prior to November 1st of each monitoring year beginning in 2016. As detailed in the SAR Bacteria Monitoring Plan, this report will at a minimum, evaluate water quality data collected to determine the following:

- Compliance with applicable water quality objectives for REC1
- Compliance with applicable antidegradation targets for waters classified as REC2 only
- Progress towards achieving attainment of MSAR Bacteria TMDL numeric targets for E. coli
- Impairment status of waterbodies listed as impaired in the watershed but a TMDL has not been adopted

As part of the effort to evaluate the above, water quality analyses will include descriptive statistics such as geometric mean and percentile calculations. In addition where appropriate, water quality results may be compared to historical data collected through this plan or previous monitoring efforts to assess temporal trends at monitoring sites.

Consultant shall submit the draft and final report in electronic format. No hard copies are required. Sufficient time shall be provided in the project schedule to allow review of the draft preliminary report by stakeholders.

Task Deliverables:

- Draft Report and Final Report including comment-response matrix

Task 5 Data Management

The Consultant will oversee and complete the following data management activities as described in the SAR Bacteria Monitoring Plan and QAPP

- Receive all field data sheets and site photographs from Monitoring staff.
- Receive all sample results from Laboratories and review data to ensure compliance with QAPP requirements.
- Enter all data into the project database in an acceptable format and implement data entry QA/QC checks as required by the QAPP.
- Prepare data for upload into the CEDEN database.
- Review and summarize results in quarterly written reports detailing work completed, problems encountered and how any problems were resolved.

Task Deliverables:

- Upload data to CEDEN database on a monthly basis.
- Submit water quality and related data on an annual basis to SAWPA in an electronic format.

5. PROJECT PROPOSAL

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

1. **Experience & Qualifications** - The Proposer shall provide descriptions of five similar projects that have been successfully completed.
2. **Scope of Work** – The Proposer shall provide a detailed description of the tasks it proposes to undertake to complete the Project.
3. **Description of Equipment** – The Proposer shall detail a list of equipment they will use to complete the tasks.
4. **Description of Analytical Methods** – The Proposer shall detail a list of analytical methods they will use to complete the tasks.
5. **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.
6. **Compensation Budget** – The Proposer shall provide a budget detailing the scope of work tasks and material costs.

6. PROPOSAL REQUIREMENTS

Responses to this RFP must be made according to the requirements set forth in this section for content and sequence. Failure to adhere to these requirements or to include conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal. Responses to this RFP shall be prepared as concise as possible. The proposal should be submitted **electronically**, not more than 25 pages long, not including resumes that may be included in an appendix. Submittal of boilerplate marketing materials is discouraged.

All proposals must include the following information:

1. Cover letter, including name, telephone number, fax number and address of the firm.
2. Table of contents.
3. Background information about the proposer, including technical qualifications, size of firm and licenses. Description of the proposer's business; i.e., individual, partnership, joint venture, etc., and background information of subcontractors to be used.
4. Organization chart showing proposed management and project team.
5. Complete list of personnel, including subcontractors that will be dedicated to this project.
6. The names and qualifications of staff who will participate in the project.
7. Project Schedule and Approach.
8. 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.
9. 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.
10. Hourly billing rates for personnel to be assigned to the project.
11. Miscellaneous/Exceptions. Respondents shall thoroughly review the contents of this RFP and shall submit all supplemental information, required in this section of miscellaneous information. A standard 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 agreement as an element of the proposal submitted for review and consideration.

7. SUBMITTALS

Submit **an electronic copy** of the proposal and related information to Rick Whetsel, Senior Watershed Manager at: rwhetsel@sawpa.org

All proposals must be received by **5:00 p.m. on Friday, October 16, 2015**. Proposals received after the stated time will be returned unopened and will not be considered. Thereafter, a review panel composed of members of the MSAR TMDL Task Force and SAWPA staff, will conduct question and answer interviews. If additional information is needed, contact Rick Whetsel at (951) 354-4222 or rwhetsel@sawpa.org.

8. PROPOSED SCHEDULE

September 15, 2015	Issuance of Request for Proposals
October 16, 2015 (by 4:00 pm)	Proposal due to SAWPA
October 31, 2015 (tentative)	Recommendation to Stakeholders
November 17, 2015	SAWPA Commission approval of Consultant Contract
December 1, 2015	Begin Work

9. 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. The selection process is anticipated to include an evaluation of the proposal and an interview.

10. 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 be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be SAWPA's responsibility and its decision shall be final.
6. SAWPA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of any resultant contract. Such addenda will be made available to each person or organization that has received an RFP. Should such addenda require additional information not previously requested, a proposer's failure to address the requirements of such addenda may 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 that are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary." SAWPA shall not in any way be liable or responsible for the disclosure of any such proposals or any part thereof if disclosure of any such proposals or any part thereof is required under the Public Records Act.
8. SAWPA shall not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.



SANTA ANA WATERSHED PROJECT AUTHORITY
AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this ___ day of _____, 2015 by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, CA, 92503 and _____ ("**Consultant**") whose address is _____.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 20__** unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

2.01 Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.

2.02 Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

3.01 In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV

CONSULTANT OBLIGATIONS

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

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

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

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

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

4.03c Obtain a policy of Employer's Liability insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.

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

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

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

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

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

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

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

ARTICLE V

SAWPA OBLIGATIONS

5.01 SAWPA shall:

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

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

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

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

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

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

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

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

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

ARTICLE VIII

TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX

CONSULTANT STATUS

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

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

ARTICLE X
AUDIT AND OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA's sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.

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

ARTICLE XI
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

