

REQUEST FOR PROPOSAL

**WESTSIDE-SAN JOAQUIN REGION
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PROGRAM
STORMWATER RESOURCE PLAN**



SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
842 6th Street
Los Banos, CA 93635

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

REQUEST FOR PROPOSAL

INTRODUCTION

The Regional Water Management Group (RWMG) for the Westside-San Joaquin Integrated Regional Water Management (IRWM) Region is the San Luis & Delta-Mendota Water Authority (SLDMWA or Water Authority) Board of Directors. The Westside-San Joaquin RWMG seeks consultant services to support the development of a Stormwater Resource Plan (SWRP), or functional equivalent, for the Westside-San Joaquin IRWM Region, which shall include the below listed components.

This request for proposal is for a project-specific contract between the SLDMWA and Consultant for performance of services and a defined scope of work related to this particular project. This RFP provides a broad outline of the requirements of this SWRP, but does not identify every specific task necessary to complete the project. Included for reference to provide context is a map showing the SLDMWA Member Agencies and their location with respect to the Westside-San Joaquin Region boundaries (Attachment 1).

REQUEST FOR PROPOSALS

An objective of this RFP is to obtain Statements of Qualifications from interested organizations or consultants that are knowledgeable and experienced in the substantive and procedural requirements applicable to storm water resource plans compliant with California law. The RWMG is requesting proposals from qualified applications to develop the Westside-San Joaquin IRWM Region Stormwater Resources Plan that is compliant with the SWRP Guidelines adopted December 15, 2015, and the California Water Code Section 10561-10573.

KEY CONTENTS OF PROPOSAL RESPONSES

The objective of the SWRP is to identify, evaluate and develop a framework to manage rainwater and/or stormwater to achieve multiple benefits for protecting health and safety, for avoiding the potential impacts of urban runoff to receiving waters, and for promoting the use of stormwater as a resource for both water supply and aquatic ecosystems. Additionally, SLDMWA intends that the functionally equivalent SWRP will address and satisfy the requirements of Senate Bill 985 and allow SLDMWA to obtain Proposition 1 grant funds through the California Department of Water Resources 2018 Implementation Grant Program.

Interested consultants will provide a maximum 10-page proposal that outlines their approach for the SWRP. SLDMWA expects to expend no greater than \$50,000 for the SWRP contract and work must be completed by December 31, 2019.

The organization or consultant will coordinate and conduct all tasks under the direction of SLDMWA staff and the RWMG Technical Advisory Committee (TAC). Although the tasks listed below are considered to be essential in the development of the SWRP, potential contractors are encouraged to seek creative approaches to the primary task of the SWRP development. The organization or consultant may be requested to attend one (1) hearing with the Board of Directors and should assume the SLDMWA staff will supply pertinent background reports and documentation as available, if necessary. Due to circumstances related to ongoing grant efforts, it may be possible that the project schedule could relax with a final SWRP due in early 2020. For purposes of this RFP assume completion on or before the date listed, however the consultant and SLDMWA staff may evaluate the possibility of an extended project schedule, if deemed necessary and acceptable.

Responses to this RFP should include:

1. Complete applicant contact information;
2. A discussion of the tasks the applicant would propose to achieve the desired activities;
3. A description of how the application would approach the below Key Tasks. Each task described below is intended to inform subsequent tasks to develop a robust and complete SWRP. Work will include meetings with the project team, or SLDMWA staff, and possibly a presentation to the SLDMWA Board of Directors. Task Items 1-3 shall be compiled into a report with two drafts and one final:
 - a. Task 1 – Compilation of Current Knowledge including Data Collection and Watershed Identification
 - i. Gather and review existing data and studies appropriate to development of the SWRP including maps, geographic information system (GIS) data, analytical tools, related plans, permits, and storm water management information. Submit a summary to the Program Manager.
 - a. Existing receiving water conditions.
 - b. Urban flooding.
 - c. Groundwater condition (supply and quality).
 - d. Location, status and importance of habitat, creeks, lakes, etc.
 - e. Identified watershed processes and disruptions to natural conditions.
 - b. Task 2 – Identification of Types and Locations of Priority Projects
 - i. Using Quantitative methods, identify, evaluate and document the types and locations of projects (e.g. individual explicit projects and programmatic type projects and studies) that would address each category of the needs/issues identified in Task 1
 - c. Task 3 – Develop a Priority Project List and Initial Concepts
 - i. Using information from Task 2, analyze, evaluate and prioritize projects for their ability to provide multi social, environmental and economic benefits.

- ii. Develop concept opportunities for up to 6 projects (e.g. # of acres for riparian restoration, # of acres or # of areas for potential storm water capture or recharge sites.
- 4. A proposed cost estimate associated with each of the tasks outlined in the RFP and compensation rate information for proposed team members;
- 5. As an appendix, provide statement(s) of qualifications (SOQ) adhering to the requirements provided on the following page. Appended SOQs are separate from maximum proposal page limit;
- 6. As an appendix; provide two (2) references. Appended references are separate from maximum proposal page limit. Following is an illustrative schedule to assist the consultant to better understand the scope of work over time:

Note: The SWRP may be subject to review at the local and State level if the SLDMWA or other intended users are successful in future grant awards. This may result in requests for clarification or additional analysis to intended users, which include but are not limited to all cities, counties, disadvantaged communities, and water and irrigation districts in the Westside-San Joaquin IRWM Region.

<u>Task</u>	<u>Date Expected</u>
Proposal Package Due	August 27, 2019
Final Ranking of Consultants	September 5, 2019
Notify Consultants of Ranking Results	September 6, 2019
Conduct Project Scoping Meeting	September 9, 2019
Negotiate Contract with Consultant ¹	September 10, 2019
Intended Consultant Agreement Signed	September 12, 2019
Start Work	September 12, 2019
Work Products Due	December 31, 2019

SUBMISSIONS

Respondents shall submit their completed response by email to Andrew.garcia@sldmwa.org on or before 5 p.m., Tuesday, August 27, 2019. Hardcopies will not be accepted. Applicants should feel free to send questions prior to the submittal deadline. Responses should be emailed in PDF document format. Costs to respond to this RFP/RFQ shall be borne solely by the applicants.

Submitted proposals are limited to a maximum of 10 pages, excluding SOQs and references. Proposals shall be prepared with 8.5” x 11” paper, Times New Roman, 12 pt. font, single or 1.15-spaced, justified, with 1” margins. Pages should be numbered in the page footer including the first page. Tables and figures must be included in the text.

REQUIREMENTS OF STATEMENT OF QUALIFICATIONS

An objective of this RFP is to obtain Statements of Qualifications from interested organizations or consultants with suitable experience relevant to storm water resource plans.

Organizations or consultants that submit proposals must have the necessary resources to handle a project of this magnitude and under this short timeframe.

The SOQ package should be to-the-point with submitted material focusing on the organization and/or consulting firm's experience, capability, availability, and commitment to the proposed project. Each SOQ shall include the following information:

<u>Item</u>	<u>Suggested Page Limit</u>
Cover Letter	1
Experience	4
Project Manager (PM)	3 per person
Key Project Staff	2 per person
Additional Information	3

Cover Letter

Submit a cover letter introducing the organization and/or consulting firm, indicating the type of services provided, and briefly highlighting the qualifications of the likely project team envisioned to complete the work described in this RFP. The letter shall also indicate the general approach to performing the needed services, as well as the commitment to providing those services. Actual or potential sub-consultants shall also be identified and any other information pertinent to the organization or consultant qualifications may be indicated in the cover letter as well.

Experience

The organization or consultant's experience shall, at a minimum, include representative projects with a similar scope of work related to the work described in this RFP. Examples of applicable experience include;

- i. Demonstrated experience with watershed planning,
- ii. Experience with use of spatial analyses to identify program needs and priorities,
- iii. Experience with the development of capital project programs to support water quality and quantity issues,
- iv. Demonstrated experience with projects, policy and planning related to municipal stormwater quality management; flood management; riparian habitat and biology' creek fluvial processes; and the influence of human disruptions to watershed processes and solutions to address those disruptions.

Please provide the following information:

- Length of time in business;
- Names of principal(s) indicating their academic training, experience, and any professional registrations or certifications;
- Offices address(es) from which the services are expected to be provided, including available manpower;
- Listing of a maximum of three (3) related projects, including dates and brief descriptions of the projects, organization or consultant fee, completion date, along with name, address, and phone number of a knowledgeable owner or client representative;
 - Key issues or challenges for each project and how they were resolved
 - Description of your past record on controlling costs, quality of work

Experience

The firm's Project Manager (PM) is defined to be the individual within the organization or consulting firm who is directly responsible for and engaged in leading the required services. The PM must be knowledgeable and experienced in the type of work described in this RFP. The SOQ shall include the following information demonstrating the PM's knowledge, experience, and availability:

- Name, title, years of experience with the organization or consulting firm, and years of experience with other firms;
- Education, degrees, and type of work specializations;
- Active professional registrations in which state(s) and in what discipline(s);
- Representative experience for no more than five (5) related projects or similar scope, size, and complexity. For each completed project, please include:
 - o Job title and services for which the individual was directly responsible for and/or functions performed,
 - o General project description, key issues, and completion date,
 - o Organization with which the individual was employed during each project experience, and
 - o Owner name, address, and phone number of knowledgeable owner or client's representative.

Additional Information

This section may be used to provide additional information regarding the organization and/or consulting firm's qualifications or experience that should be considered, including information about sub-consultants that will be involved with implementing the work described in this RFP

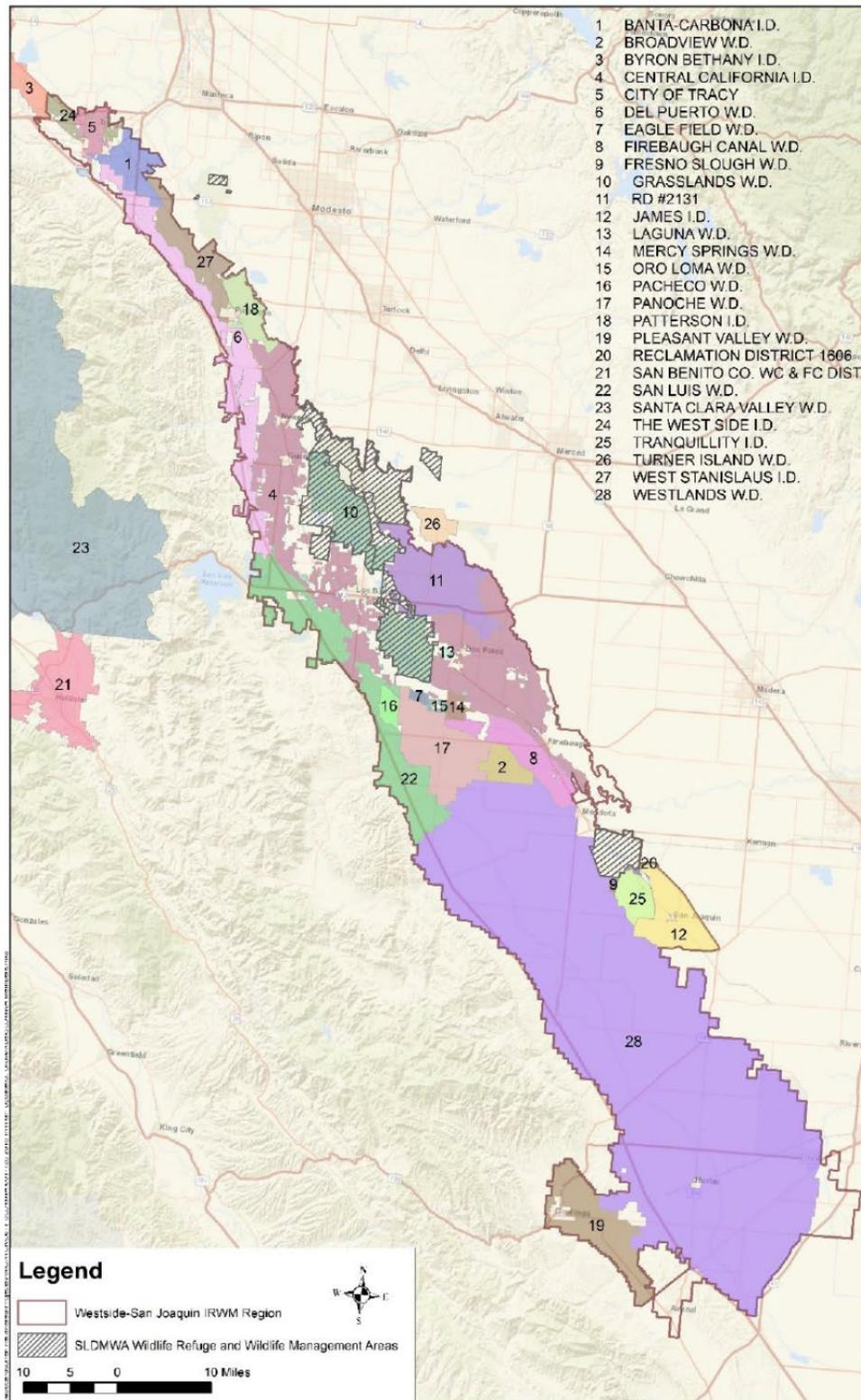
EVALUATION PROCESS AND SCHEDULE

The Westside-San Joaquin RWMG will evaluate applicants' proposals and make a consensus determination. The criteria for the evaluation of the Proposal is included as Attachment 2. SLDMWA anticipates the following schedule:

Issue Request for Proposal	August 13 th , 2019
Proposal Package Due	August 27 th , 2019
Consultant Selection	September 10 th , 2019

Consultants are encouraged to notify SLDMWA of their interest to respond to this request. The RFP does not commit SLDMWA to enter into a contract. SLDMWA assumes no obligations, responsibilities, and/or liabilities, financial or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to the RFP.

ATTACHMENT 1 – MEMBER AGENCY AND BOUNDARY MAP



ATTACHMENT 2 – CRITERIA FOR EVALUATION OF PROPOSAL

IRWM Program Stormwater Resource Plan Request for Proposals

September 10 - Criteria for Evaluation of Proposal

#	Proposal Evaluation	Max Points	Score
I.	Understanding of the work to be done	25	
II.	Experience with similar kinds of work	20	
III.	Quality of staff for work to be done	15	
IV.	Familiarity with State and Federal procedures	10	
V.	Provides realistic project scheduling and cost projections/estimates, and demonstrates ability to proactively manage the proposed activities to ensure successful completion on time and budget.	10	
VI.	Demonstrated technical ability	10	
VII.	References	10	

ATTACHMENT 3 – SAMPLE CONSULTANT SERVICES AGREEMENT

CONSULTANT SERVICES AGREEMENT

Between San Luis & Delta-Mendota Water Authority and _____

THIS AGREEMENT, made as of [Date], by and between _____ (hereinafter referred to as “Consultant”), whose mailing address is _____, and the San Luis & Delta-Mendota Water Authority (“Authority” or “SLDMWA”), whose mailing address is P.O. Box 2157, Los Banos, CA 93635. Consultant and the Authority are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

WITNESSETH THAT the Parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES

- 1.1 Consultant will assist with the development of the [Project Name].
- 1.2 The scope of services the Consultant shall perform are described in **Exhibit A**, which is incorporated herein by this reference (“Services”).
- 1.3 Consultant may only retain consultants to perform work required for the Services (“sub-consultants”) if the Authority provides prior written authorization.
- 1.4 Consultant shall perform the Services in accordance with the standards generally applied by the professional consulting community in the same industry as Consultant and under similar conditions and locations (“standard of care”).
- 1.5 Subject to the standard of care, when performing the Services, Consultant shall comply with all applicable federal, state and local laws, rules, and regulations.

ARTICLE II: TERM, BUDGET, AUTHORIZATIONS TO PROCEED

- 2.1 *Term*: Subject to Article X, the Agreement shall take effect upon execution by the Parties and shall expire upon [Date]. Consultant’s obligations under Article IV, VI, and the Parties’ obligations under Article VIII shall survive expiration.
- 2.2 *Budget*: The budget for Consultant to perform the Services is established in **Exhibit B**, which is incorporated herein by this reference (“Budget”). Any amendments or supplements to the Budget requires prior written agreement by the Parties. If Consultant determines it will be unable to complete the Services within the Budget, it will promptly so notify the Authority, in writing, of such determination.
- 2.3 *Authorizations to Proceed*: Notwithstanding any other term or condition of this Agreement, Consultant will not proceed with any task described in **Exhibit A**, without prior written authorization by the Authority.

ARTICLE III: BILLING PROCEDURES

- 3.1 Consultant will submit invoices to the Authority by the tenth (10) day of each month following a month in which Consultant has performed work for the Services, for any and all work performed the prior month. Each invoice will describe by person and by day the work performed, time incurred for the Services and the associated costs. **Exhibit C**, attached hereto and made a part

hereof, is a schedule of Consultant's standard rates which are applicable to the work performed. Any adjustment to Consultant's standard rates must be proposed no later than January 1 of any year to take effect on March 1 of such year; no rate adjustment is effective unless approved by the Authority.

- 3.2 Within thirty (30) days following the Authority's receipt of each invoice rendered by Consultant pursuant to this Agreement, the Authority will pay the amount thereof. If the Authority disputes any portion of an invoice, the Authority will notify Consultant of such disputed items within 10 days of the Authority's receipt of the invoice, and the parties shall within an additional 10 days meet and confer in an effort to resolve the dispute. The Authority shall not be obligated to pay any invoice or portion of invoice that it disputes in good faith until the Authority and Consultant have resolved the dispute, but the Authority will pay all amounts of any invoice that it does not dispute.

ARTICLE IV: ACCESS TO RECORDS

- 4.1 The Authority, or its duly authorized representatives, will have access at all reasonable times, during the performance [Project] and for a period of two (2) years thereafter, to Consultant's books, records and all other documentation pertaining to Consultant's Services under this Agreement for the purpose of auditing and verifying the cost of such Services or for any other reasonable purpose.
- 4.2 Consultant will preserve for a period of two (2) years after completion or termination of [Project] all the documents mentioned in Article IV, Section 4.1 above.

ARTICLE V: INDEPENDENT CONTRACTOR

- 5.1 Consultant's relationship to the Authority under this Agreement, as well as supplements and amendments issued pursuant hereto, will be that of an independent contractor. That is, Consultant will use Consultant's own methods in performing its Services, free from any supervision, direction or control by the Authority. The Authority is retaining Consultant to perform Services for the Authority in view of Consultant's skills and expertise, and is interested only in the results obtained by Consultant, and not the means by which the work is accomplished. Personnel retained or assigned by Consultant to perform Services covered by this Agreement will at all times hereunder be considered as agents or employees of Consultant and not as agents or employees of the Authority.

ARTICLE VI: CONFIDENTIALITY

- 6.1 Consultant will disclose promptly to the Authority all inventions, discoveries and improvements conceived or made by Consultant's personnel, either alone or jointly with others, during the course of Consultant's Services hereunder and as a result of such Services or as a result of information made available by the Authority to Consultant hereunder.
- 6.2 Consultant will maintain in confidence the nature of its Services hereunder, as well as all information made available to Consultant by the Authority during the term of this Agreement or resulting from Services performed by Consultant under this Agreement. The confidential

obligation imposed on Consultant by this Article VI, Section 6.2, however, will not extend to any such information insofar as, and from such time as Consultant may disclose (i) as required by law, (ii) pursuant to court order, (iii) to its subcontractors, agents or other representatives as may be reasonably necessary to perform its Services hereunder, (iv) for the purpose of prosecuting or defending any litigation, or (v) in the event Consultant can show by reasonable proof has been in the public domain. Consultant agrees to use information to be kept confidential under this Article VI, Section 6.2 solely for the benefit of the Authority.

- 6.3 In the course of the Services provided under this Agreement, Consultant may be directed by the Authority Counsel, thus may acquire or produce confidential information and communications that are protected from disclosure under the privilege for attorney-client communications or the attorney-work product doctrine. Under such circumstances, the Authority Counsel will be identified as the Authority Representative under this Agreement. Consultant acknowledges that the Consultant shall direct all communications, reports and information, including invoices, required for performance of such Services to said Counsel, and not to any other representative of the Authority, unless otherwise directed by Counsel. Accordingly, Consultant agrees that it will mark all communications, documents, and files prepared at the direction of Agency Counsel as "Privileged and Confidential," except as specifically directed or authorized by the Authority Counsel.
- 6.4 Consultant will require each entity and/or person it retains to perform Services for the Authority under this Agreement to comply with all Consultant's obligations under Article VI.

ARTICLE VII: INSURANCE

- 7.1 Consultant will continue during the terms of this Agreement to carry at its sole cost general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general aggregate) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; and workers' compensation insurance at the statutory limits. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-VII or as otherwise approved by the Authority. In the event that the Consultant employs other consultants ("sub-consultants") as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- 7.2 Consultant shall provide to the Authority certificates of insurance naming the Authority as an additional insured, except for workers' compensation insurance. Such copies of certificates shall state that the insurance carrier will give the Authority thirty (30) days prior written notice of any cancellation of or material change in such policies.

ARTICLE VIII: INDEMNIFICATION

- 8.1 Consultant shall indemnify and hold harmless the Authority from and against all claims and actions, and all expenses, including but not limited to reasonable attorney fees, incidental to such claims or actions, based upon or arising out of damages or injuries to persons or property but only to the extent that such claims or actions are caused by the negligence, gross negligence, or willful misconduct by Consultant or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that Consultant's aforesaid

indemnity and hold harmless agreement shall not be applicable to any liability based upon willful acts or active negligence of the Authority or upon use of or reliance on information supplied by the Authority or on behalf of the Authority to Consultant in preparation of any report, study or other written document; and further provided, however, in no event shall Consultant be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon. The Consultant shall have no duty to hire counsel to defend the Authority.

- 8.2 The Authority shall indemnify and hold harmless Consultant from and against all claims and actions, and all expenses, including but not limited to reasonable attorney fees, incidental to such claims or actions, based upon or arising out of damages or injuries to persons or property but only to the extent caused by the negligence, gross negligence, or willful misconduct by the Authority or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that the Authority's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the willful acts or active negligence of Consultant and upon use of or reliance on information supplied by Consultant in any report, study or other written document; and further provided, however, in no event shall the Authority be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits and attorney fees thereon. The Authority shall have no duty to hire counsel to defend the Consultant.
- 8.3 Where any claim results from the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement by the Authority and Consultant, the amount of such claim for which the Authority or Consultant is liable as indemnitor under this Article VIII shall equal (i) the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, or willful misconduct bears to (ii) the amount of the total claim attributable to the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement at issue.

ARTICLE IX: NON-ASSIGNMENT & NO THIRD PARTY RIGHTS

- 9.1 Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party.
- 9.2 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Authority or Consultant. Consultant's Services hereunder are being performed solely for the benefit of Authority.

ARTICLE X: TERMINATION

- 10.1 This Agreement may be terminated by either Party without cause upon thirty (30) days advanced written notice to the other Party.
- 10.2 Either Party may terminate for cause by: (1) informing the other Party in writing of the decision to terminate; and (2) informing the other Party in writing of the basis for the termination. The termination for cause shall have effect upon the Party receiving the information required by (1) and (2) above.

- 10.3 Termination pursuant to either Section 10.1 or 10.2, however, will not terminate Consultant's obligations under Article IV or VI nor either Party's obligations under Article VIII.
- 10.4 In the event the Authority terminates this Agreement without cause, the Authority will reimburse Consultant for all expenses incurred by Consultant in satisfying commitments for materials, equipment, and Services for use in the terminated work which were made by Consultant prior to such termination; provided such work is authorized in advance by the Authority's representatives. Such expenses may include the cost of returning or disposing of unused materials and equipment and terminating agreements for Services by third parties. Consultant, however, will use its best efforts to minimize such costs.

ARTICLE XI: FORCE MAJEURE

- 11.1 Any delays in or failure of performance by either Party under this Agreement (except payment of compensation under Article III) shall not constitute default hereunder and neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from force majeure which shall be defined to be causes or occurrences beyond the control of the Party affected, including, but not limited to, acts of governmental authority, acts of God, strikes or other concerted acts of workmen, unavailability of labor or materials and operating equipment, fires, floods, explosions, riots, war, rebellion, insurrection, and sabotage; provided, however, that the Party whose performance is delayed shall have given notice and full description of the cause of the delay in writing to the other Party as soon as possible after the occurrence of the cause relied on by it.

ARTICLE XII: OFFICIAL ADDRESS

- 12.1 For administration of this Agreement, the address and principal point of contact of each Party hereto, until further notice to the other Party, is as follows:

Authority: Andrew Garcia, P.E.
Senior Civil Engineer
San Luis & Delta-Mendota Water Authority
P.O. Box 2157
Los Banos, CA 93635
(209) 826-9696
Email: andrew.garcia@sldmwa.org

Principal Contact for Submittal of Invoices:

Sandi Ginda
Accounts Payable Technician
San Luis & Delta-Mendota Water Authority
P.O. Box 2157
Los Banos, CA 93635
(209) 826-9696

Email: sandi.ginda@sldmwa.org

Consultant: [Name]
[Title]
[Address 1]
[Address 2]
[Email]

Payment Remittance Address:

[Name]
[Title]
[Address 1]
[Address 2]

Notice, written statements, and payments hereunder, if properly addressed to the designated representative(s) of the Party set forth above, shall be deemed to have been given on: (i) the first day after electronic mailing, if sent to the Party to whom the statements, payments, or other notice or communication is directed by electronic mail or (ii) on the third day after mailing, if mailed to the Party to whom the notice, written statement, or payment is directed, by first-class mail, postage prepaid. Changes to designated representatives and/or addresses are to be noticed in writing by either Party to the other Party within thirty (30) days of the change.

ARTICLE XIII: GOVERNING LAW & DISPUTES

- 13.1 The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the Laws of the State of California, without giving effect to principles of conflicts of law that would apply the laws of another jurisdiction. In connection with any litigation between the Parties involving a Party dispute, each Party hereby unconditionally and irrevocably consents to the exclusive jurisdiction of and venue in the Superior Court for Merced County, California.
- 13.2 In the event of any dispute between the parties arising under this Agreement, the parties shall first endeavor to settle such disputes through mediation. The parties shall bear their own attorney's fees and costs but shall share equally the cost of the mediator. If the parties are unable to settle the dispute through mediation, the dispute shall be settled by recourse to litigation. Consultant shall require any subconsultants to agree to the same dispute resolution provisions contained herein.

ARTICLE XIV: AFFIRMATIVE ACTION COMPLIANCE

- 14.1 During the performance of this Agreement, Consultant and its sub-consultants 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, age, marital status, and

denial of family care leave. Consultant and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (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 (a-f), 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 sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

14.2 Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

ARTICLE XV: LIMITATION OF LIABILITY

15.1 In no event will Consultant, Consultant's officers, directors, employees, agents, or stockholders be liable to the Authority for any incidental, indirect, special, consequential, or punitive damages or lost profits of the Authority. The aggregate total liability of Consultant, Consultant's officers, directors, employees, agents, and stockholders to the Authority arising from or related to the Authority's engagement of Consultant, whether in contract, breach of warranty, tort, negligence, or otherwise, shall not exceed the recoveries from insurance provided or, if none, an amount equivalent to the fee paid by the Authority to Consultant in connection with the project giving rise to the dispute.

ARTICLE XVI: NON-SOLICITATION

16.1 Neither Party shall knowingly solicit, recruit, hire, or otherwise employ or retain the employees of the other working under this Agreement during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other Party.

16.2 However, notwithstanding the above, this Article shall not restrict the right of either Party to solicit or recruit generally in the media, and shall not prohibit either Party from hiring, without prior written consent, the other Party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring Party.

ARTICLE XVII: WAIVER OF BREACH

17.1 Failure by one Party to notify the other Party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one Party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

ARTICLE XVIII: DOCUMENTS OWNERSHIP AND BENEFIT

18.1 All reports, documents, field notes, computer files, and project files used to produce the work products produced by Consultant under this Agreement shall be the property of the Authority upon receipt of full payment for Services rendered. Consultant may retain copies of products for the completion of Consultant’s records, but will not distribute or use those copies externally.

ARTICLE XIX: ENTIRE AGREEMENT

19.1 This Agreement, including any additional amendments and schedules of Consultant’s standard rates added as exhibits, whether at the time of execution or subsequently added, constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and cancels and supersedes all prior negotiations, representations and agreements, either written or oral. Except for the addition of amendments to term and budget or updated schedules of Consultant’s standard rates, no changes, alterations or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

By: Federico Barajas.
Title: Executive Director
San Luis & Delta-Mendota Water Authority

By:
Title:
Agency:

- Attached Exhibits:
- A. Scope of Services
 - B. Budget
 - C. Schedule of Consultant's standard rates

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
BUDGET

EXHIBIT C

SCHEDULE OF CONSULTANT'S STANDARD RATES