

REQUEST FOR STATEMENT OF QUALIFICATIONS

On-Call Professional Environmental/Biological Technical Support Services

Introduction

The San Luis & Delta-Mendota Water Authority (“Authority”) is soliciting proposals from responsive, responsible and qualified individuals or firms to be qualified to provide, under contract, on-call professional environmental services to provide support, review, advice, and correspondence on environmental (largely biological) issues that impact or may impact operations of the Central Valley Project and/or State Water Project (collectively, “Projects”) or lead to recovery of species listed or under consideration of being listed pursuant to the federal Endangered Species Act or California Endangered Species Act that impact or may impact operations of the Projects. Reference to a “firm” herein shall not be understood to exclude an individual proposer.

It is anticipated that the Authority will select multiple contractors for award of Master Service Agreements in one or more of the following areas:

- Environmental Planning
- Fluvial Geomorphology
- Hydrology
- Soils Science
- Rangeland Management
- Native Plant Horticulture
- Arbor Science
- Restoration Ecology
- Botany
- Wetland Science
- Wildlife Biology
- Fisheries Biology
- General Biology
- Aquatic Ecology
- California Rapid Assessment Method (CRAM) Specialist

Respondents shall identify on **Exhibit A** (Initial Requirements for Qualification) which types of services they are proposing to provide. Selected proposers will be awarded a Master Service Agreement and be eligible to receive task orders as specific work becomes available. The Authority may, but is not required

to, ask qualified consultants awarded a Master Agreement to submit proposals for a specific task order. There is no guarantee of any work or any amount of work to be given to selected firms.

The Authority will ONLY ACCEPT ELECTRONIC QUALIFICATIONS in response to this RFQ. Proposers must strictly comply with Authority instructions with respect to submittal of statements of qualification.

Deadline to submit is September 10, 2021 at 5:00 pm.

Critical Dates

- August 16, 2021 – RFQ issued
- August 27, 2021—Deadline to submit questions or a request for clarification
- August 31, 2021—Addendum issued, if necessary, addressing questions
- September 10, 2021, 5:00 p.m.—Statement of Qualification due by email
- September 23, 2021 – Selection notification issued for proposers awarded a Master Agreement

Statements of Qualification received after the deadline will be rejected and not scored.

Scope of Work

The Authority is seeking proposals from qualified entities interested in providing professional, technical support for the Authority related to state and federal administrative agencies, including, without limitation, the U.S. Bureau of Reclamation, U.S. Fish and Wildlife Service, National Marine Fisheries Service, Pacific Fisheries Management Council, California Fish and Game Commission, California Department of Water Resources, California Department of Fish and Wildlife, Delta Stewardship Council, State Water Resources Control Board, Delta Interagency Ecological Program, the Collaborative Science and Adaptive Management Program and Collaborative Adaptive Management Team. The work will be focused on matters related to the disciplines referenced above in the “Introduction” of this RFQ.s that may impact water reliability for Authority member agencies and/or operations of the Projects or may impact the recovery of species impacting operations of the Projects.

Task orders are anticipated to provide general and specialized support services on an “as needed basis” to assist the Authority in accomplishing its tasks in a timely manner. Requests for the services of qualified professionals from the Consultant’s team may come at any time and may include a need for more than one type of professional and possibly more than one of each type. Depending on the services required, the Authority may request qualified Consultants submit a proposal for the task order, which may include an interview at the option of the Authority. The Proposer’s key personnel must comply with the minimum qualifications, experience, and expertise as described in **Appendix 1**. A summary of labor qualifications is included in Table 1 at the end of **Appendix 1**.

Proposers may submit an SOQ for one or more types of services being procured under this RFQ. The number of types of services offered will not impact whether a proposer is awarded a Master Agreement.

The Authority may award a proposer a Master Agreement for less than all types of services that it proposes to provide.

The specific types of services that may be required from the individual or firm, as specified in the task order(s) to be issued, are defined in greater detail in the form Master Agreement attached as **Exhibit B**.

The consultant will provide on-call services, as directed, centered on the areas of expertise of their firm and the availability of key personnel identified in the Statement of Qualifications.

About San Luis & Delta-Mendota Water Authority

The San Luis & Delta-Mendota Water Authority was established in January of 1992 and consists of 27 member agencies providing water service to approximately 1,200,000 acres of irrigated agriculture, 2 million people, and 130,000 acres of managed wetlands of critical importance to the Pacific Flyway within the western San Joaquin Valley, San Benito and Santa Clara counties.

The Authority was established for the primary purpose of operating and maintaining (O&M) certain Central Valley Project facilities. The Central Valley Project is the nation's largest federal reclamation project operated by the United States Bureau of Reclamation.

In addition, the Authority represents member agencies by developing, providing and disseminating information to legislative, administrative and judicial bodies concerning a variety of issues such as: Sacramento and San Joaquin Delta exports, water supply, water quality, water development, conservation, distribution, drainage, contractual rights, surface and groundwater management, and any other common interest of the member agencies.

The governing body of the Authority consists of a 19-member Board of Directors classified into five divisions with directors selected from within each division. Each Director, and respective Alternate Director, is a member of the governing body or an appointed staff member of his or her agency.

Statement of Qualifications Contents

Statements of Qualifications ("SOQ") submitted in response to this RFQ should be clear, concise, complete, well organized and demonstrate both Respondent's qualifications and its ability to follow instructions.

All materials submitted to the Authority in response to this RFQ shall remain property of the Authority.

The SOQ should include the sections detailed below in the following order. The SOQ should be bookmarked with complete and clear listings of headings to allow easy reference to key information corresponding to the numbers shown below. The SOQ must contain the following information:

Information Required in the RFQ
1. Cover Letter: The Cover Letter should constitute a letter of introduction, including identification of the proposing firm/individual, contact person, mailing address, physical address, email address, telephone number, and fax number

Information Required in the RFQ

and should be signed by the proposer (if an individual) or an officer of the firm submitting the Statement of Qualifications with authority to act on behalf of and bind the firm. Indicate contact person(s) for the services. The cover letter must acknowledge any addenda issued.

2. Completed form "Initial Requirements for Qualification" (Exhibit B) with any additional required explanation.
3. Proposers shall verify that they have no personal or organizational conflicts of interest, as prohibited by law.
4. Completed Personnel list and Rates (**Exhibit C**).
5. Resume for each identified proposed personnel. Information required to be reflected on the resume is discussed in greater detail in Appendix 1.
6. Provide general information about yourself or your firm, including description and history of firm, years in business, name(s) of owner(s), home office location, local office location (if different), and number of employees. Provide a summary of the types of services offered and types of clients served. Please limit this to no more than two pages.
7. Discuss the proposer's experience providing the services requested. Be specific with respect to each type of service proposed. Describe a particularly challenging project, and a particularly rewarding project, and why each was such. Please be specific in your descriptions and specific experience within California and the Sacramento-San Joaquin Bay Delta watershed. Describe the special strengths that you or your firm can bring and how these set you or your firm apart.
8. Provide at least three references for the firm. The references shall include a project description (including contract amount), contact name, contact information (address, phone number and email address) for the Authority to contact, and personnel involved in performing the contract. At least one reference should be a public entity.

Proposed Fees/Cost Proposal

The Proposed Fees/Cost shall be provided on the Rate Sheet attached as **Exhibit C**. Identify the proposed hourly fees for identified personnel. If Respondent charges separately for administrative or other staff members who will be assigned to the task order, identify such support personnel by position under "Proposed Personnel" and include their rates. Cost/pricing is not a factor in the award of a Master Agreement, but cost may be considered in determining whether to request that a consultant be awarded a task order or asked to submit a proposal for any given task order.

If Respondent is not bidding for a specified type of work, state Not Applicable in the column for “Personnel Proposed.”

If selected, the bid rates will be used for task order negotiations. The final agreed upon amount for fees/payments for any task order will be negotiated. The Task Order price basis shall be Time and Materials (T&M) with a Not-to-Exceed (NTE) fee.

Electronic Proposal Submission and Evaluations

The Authority will **ONLY ACCEPT ELECTRONIC STATEMENTS OF QUALIFICATION** in response to this RFQ. Documents should be sent to scott.petersen@sldmwa.org no later than **5:00 p.m. on September 10, 2021**. Following receipt of the SOQ, the Authority will respond indicating the date and time that the document was received. SOQs will be maintained as confidential. Email and electronic systems may reflect some delay in delivery and upload, and the Authority assumes no responsibility if the entire SOQ is not received prior to the opening time.

SOQs must be submitted as electronic files in PDF format, no more than 10MB in size. SOQs will be considered only if the file is delivered to the Authority on or before the specified due date and time.

Number of Copies

Submit a single electronic copy of the SOQ in pdf format.

Submission Questions and Clarifications

If you have any questions regarding this request for qualifications, you may contact Scott Petersen, Water Policy Director, at scott.petersen@sldmwa.org. Respondents are requested not to contact other Authority staff or Board members in any manner in connection with this RFQ. Any applicants who violate this request may be disqualified from further consideration.

The Authority will reply regarding substantive questions by addenda which will be emailed to any potential Respondent who has requested such information and uploaded to the Authority’s website. It is the responsibility of the Respondent to check for updated information prior to the SOQ due date. Questions received after the deadline noted in the RFQ may not be answered.

Respondents shall submit questions regarding any ambiguity, uncertainty, or other perceived flaw in this RFQ, or any proposed changes to the agreement attached as **Exhibit B**, as soon as the issue is identified, but no later than the deadline to submit questions on this RFQ. Any such issue which is not raised prior to the deadline to submit questions shall be waived, and the Authority will not consider any challenge based on the contents, structure, or terms of this RFQ after the deadline.

The Authority shall not be obligated to respond to any question unless it is submitted in writing to the Authority’s designated representative identified above. The Authority shall be bound only by written responses to questions contained in an addendum to the RFQ. Oral responses, or email responses, shall not be binding on the Authority.

Qualifications Evaluations

Statements of Qualification (SOQ)s received after the deadline, September 10, 2021, will not be considered.

Evaluation Process

SOQs will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the evaluation. However, to the extent that the SOQs are public records under California law, they may be released to members of the public following completion of the evaluation if specifically requested under the California Public Records Act. The Authority has the right to conduct a further and independent investigation of the information provided in a SOQ. This includes contacting and speaking with references. The Evaluation Committee (“EC”) selected by the Authority may use any relevant information gathered by such investigation, and any other relevant information that comes to the attention of the Authority, to evaluate a Respondent.

SOQs will be evaluated based on each Respondent’s qualifications, experiences with similar work, key personnel, and overall responsiveness to the RFQ.

Step 1: Responsiveness

At Step 1, all SOQs will first be reviewed for their responsiveness, including timely receipt of the SOQ and inclusion of all required forms and signatures. Any SOQ that is incomplete in any material respect may be deemed non-responsive and may be rejected in its entirety. **Exhibit A. Initial Requirements for Qualification** will be evaluated during Step 1 in accordance with the standards stated on that form. At its sole discretion, the EC may waive any non-material deviations, defects, technicalities, or informalities or may request clarification or additional information.

Step 2: Evaluation

Respondents whose SOQs pass the Step 1 evaluation will be evaluated in Step 2. The Authority reserves the right to select the firms which, in the Authority’s sole judgment, best meet the needs of the Authority. A recommendation will be made, based on the SOQ and reference checks, to award Master Agreements to Respondents that have demonstrated competence and professional qualifications necessary for excellent performance of the services proposed. In the absolute discretion of the Authority, the Authority may limit the number of Master Agreements awarded in any specific area of expertise based on the anticipated needs of the Authority.

Final Selection

The Authority reserves the right to award one or more Master Agreement for each type of service sought in this RFQ, or no Master Agreements; to reject any SOQ as non-responsive; to amend the RFQ and the RFQ process; or to discontinue the process at any time. The award of any Master Agreement is at the sole discretion of the Authority. This RFQ is intended to establish a pool of qualified firms for the specified services. Once the pool is established, the Authority may seek a final fee proposal, which must not exceed the rates and costs in the fee proposal included in the SOQ, from any of qualified firms for a specific task order before any task order is awarded. Alternatively, the Authority may negotiate task orders with the firm found to be best qualified for the task order.

Issuance of this RFQ does not guarantee that the Authority will award Master Agreements. The Authority reserves the right to reject any or all SOQs at its sole discretion, to re-bid the services, or to request that all Respondents submit revised SOQs to address new or different factors or criteria.

Miscellaneous

Costs of preparing a SOQ in response to this RFQ are solely the responsibility of the responding person or firm. The Authority will not be responsible for any proposal costs, and the Respondent shall not include any such expenses in its SOQ.

The Authority does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

A Respondent may withdraw its SOQ at any time **before** the due date. After the due date, the SOQ shall constitute an irrevocable offer to the Authority for up to 120 days after the due date.

The selected Respondent(s) shall execute the Master Agreement for Professional Services for services selected by the Authority, in substantially the form of the agreement attached as **Exhibit B**, with the Authority within five (5) business days of receipt of the agreement for execution. If the Respondent fails to execute the agreement within the required timeframe, the Authority may extend the timeframe.

All SOQs received on this RFQ shall be public records under the California Public Records Act upon announcement of the intent to award a contract.

APPENDIX 1

Specifications, Qualifications, and Services

All work performed under any task order will be performed with Authority approved protocols including standardized datasheets and nomenclature. Below is a description, for each discipline, of the knowledge and experience that are anticipated to be needed and should be established in the individual's resume.

Specific Qualifications

The following is a list of professional disciplines and qualifications that are anticipated for task orders:

Environmental Planner Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in environmental planning, or equivalent, with an emphasis on land or natural resources management. The environmental planner must be familiar with planning project work for the Central Valley Project and State Water project, conducting environmental compliance inspections, obtaining water quality permits, conducting stormwater planning, and managing projects. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired. The environmental planner should have experience in reviewing, drafting comments for documents, and complying with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) regulations.

Fluvial Geomorphologist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in geomorphology or geology with an emphasis of fluvial systems. The fluvial geomorphologist should have experience in sediment deposition and river flow modeling in fluvial systems related to the San Francisco Bay Delta and its tributaries, the Central Valley Project and State Water Project, or similar river systems. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired.

Credentials, Certifications, and Permits:

Registration under the California Board for Professional Engineers, Land Surveyors, and Geologists is preferred.

Hydrologist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in hydrology or engineering with an emphasis on water resource related projects. The hydrologists should be familiar with the hydrology of the Central Valley Project, the State Water Project, and the San Francisco Bay Delta and its tributaries. In addition, the hydrologist must have experience in evaluating soil hydrology, salinity, and groundwater flow mechanics. The hydrologist should have experience with the Central Valley Project and State Water Project water resource planning models such as CalSim, SacWam, DSM2, etc. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is desired.

Soils Scientist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in soil science, or equivalent, with an emphasis on land or natural resources management. The soil scientist should be familiar with the hydrology of the Central Valley Project, the State Water Project, and the San Francisco Bay Delta and its tributaries. In addition, the soil scientist must be familiar with the Unified Soil Classification System, be familiar with the use of the Natural Resources Conservation Service soil maps, soil hydrodynamics, and the evaluation of salinity leaching into soils and groundwater. Experience in groundwater flow mechanics is also preferred. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired.

Rangeland Manager Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in rangeland management or biology with an emphasis on land or natural resources management. Rangeland managers (or land and natural resources managers) should be proficient in the management and preservation of large open space lands and their associated natural resources and conservation values. They should have experience preparing and implementing land and natural resources management plans. Experience with conservation easement monitoring and reporting is also desired. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is desired.

Credentials, Certifications, and Permits:

Desirable: California-licensed Certified Rangeland Manager.

Native Plant Horticulturalist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in horticulture, or equivalent, with an emphasis on land or natural resources management. Native plant horticulturalists must have extensive experience in native California plants and be familiar with (and able to identify) the federal and state threatened and endangered plant species. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is desired.

Arborist Qualifications

Knowledge, Experience, and Education:

Associates degree or B.S./B.A. in arboriculture (or related field) preferred but not required.

The arborist should have experience identifying native and non-native trees and associated various levels of protection per local codes. Experience in landscape planning for farming operations, municipal programs, water district facilities, power company right of way maintenance, or related programs is required. The arborist should have knowledge of chainsaw use, pruning of trees, and other vegetation management operations.

Restoration Ecologist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in biology with an emphasis on riparian and wetland restoration or related field. Advanced degree is desirable for senior personnel or project leaders.

Restoration ecology personnel must be proficient in mitigation/revegetation (mitigation) site suitability evaluation and design, identification of native, weedy and ornamental flora found within the Central Valley Project, State Water Project, and Authority member agency service area riparian and wetland habitats and be knowledgeable regarding local mitigation plant phenology, reproduction, propagation and cultural requirements. Personnel must be experienced in substrate evaluation including integration of soils science with surface and groundwater hydrology to determine site suitability for mitigation. Familiarity with biotechnical slope protection and erosion control practices will be beneficial. Personnel shall be familiar with the most recent phytosanitary procedures. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired.

Botanist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in biology with an emphasis on botanical/plant ecology studies, or related field. Advanced degree is desirable for senior personnel or project leaders.

Botanists shall be proficient in plant taxonomy, and plant and wetland community ecology and classification with emphasis on the rare flora, riparian and wetland habitats within the geographic area of the Central Valley Project, State Water Project, and Authority member agency service area. They shall be experienced in conducting floristic surveys, vegetation mapping, a variety of standard qualitative and quantitative vegetation sampling techniques such as line intercept and quadrat methods, and jurisdictional determinations of Waters of the U.S. and state. Botanists must be able to identify plants to the lowest taxonomic level necessary to determine rarity, listing and wetland indicator status. They should be familiar with the appropriate state and federal statutes related to plant collecting; be aware of and follow conservation ethics and accepted plant collection and documentation techniques. Botanists should be familiar with and employ the most recent phytosanitary practices (see www.calphytos.org). Botanists should also have experience with the federal Endangered Species Act and the California Endangered Species Act and associated federal and state regulations. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired.

Wetland Scientist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in biology with an emphasis on botanical/plant ecology studies, or related field. Advanced degree is desirable for senior personnel or project leaders.

Wetland Scientists shall be proficient in plant and wetland community ecology and classification with emphasis on the rare flora, riparian and wetland habitats within the geographic area of the Central Valley Project, State Water Project, and Authority member agency service area. They shall be experienced in conducting floristic surveys, vegetation mapping, a variety of standard qualitative and quantitative

vegetation sampling techniques such as line intercept and quadrat methods, and jurisdictional determinations of Waters of the U.S. and state. They should be familiar with the appropriate state and federal statutes related to plant collecting; be aware of and follow conservation ethics and accepted plant collection and documentation techniques. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired.

Credentials, Certifications, and Permits:

Desirable: Professional Wetland Scientist, Society of Wetland Scientists

Wildlife Biologist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in wildlife ecology, biology, or a closely related natural resource field with an emphasis on terrestrial species. Advanced degree is desirable for senior personnel or project leaders.

Qualified wildlife biologists must be familiar with the wildlife species and habitats that occur within the geographic area of the Central Valley Project, State Water Project, and Authority member agency service area, and shall be proficient in identification of those habitat types, the wildlife species that may be found in them, and the behavior and habits of those species. The wildlife biologists shall have sufficient experience in ornithology, herpetology, and mammalogy to implement the required protocols (presence/absence surveys, mapping of biological constraints, species habitat mapping, pre-construction surveys, biological construction monitoring, wildlife capture, handling, and relocation, etc.). for various common and special-status wildlife species found within the geographic area of the Central Valley Project, State Water Project, and Authority member agency service area. This includes non-game migratory bird nest-searching experience including raptor nests (active or inactive), roosting bat surveys, and amphibian sampling experience. Wildlife biologists should also have experience in complying with the federal Endangered Species Act and the California Endangered Species Act and associated federal and state regulations. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired.

The wildlife biologists shall be experienced in taking detailed field notes and in data collection, entry, analysis, and reporting.

Credentials, Certifications, and Permits:

State and federal permits (e.g., individual USFWS 10(a)(1)(A), CDFW Scientific Collecting Permits) for take of species as necessary and appropriate.

Fisheries Biologist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in fisheries or related field. Advanced degree is desirable for senior personnel or project leaders.

Fisheries biologists shall possess experience and/or the ability to work on fishery projects in urban, rural and remote environments. Fisheries biologists shall possess specific knowledge of anadromous fish as well as estuaries, brackish and fresh water environments as they relate to species of fish and habitat components within the geographic area of the Central Valley Project, State Water Project, and Authority member agency service area.

They shall possess experience in various fish sampling, research, and analysis techniques including, life cycle and population modeling, genetic and diet analysis, fish passage and habitat assessments, and survey techniques such as seining, gill netting, trapping, spawning surveys, backpack and boat electrofishing, passive integrated transponder (PIT) and acoustic tagging and antenna design. They shall have the ability to use field measuring devices such as stadia rods, hip chains, and flow meters. They must be experienced in relocating aquatic species and conducting fish salvage operations. They shall possess experience sampling water quality and relating this information to fishery habitat. They shall possess experience with analyzing impacts of a project on special status species (including Central Valley winter-run, spring-run, fall-run and late-fall-run Chinook salmon (*Oncorhynchus tshawytscha*), California Central Valley steelhead (*Oncorhynchus mykiss*), longfin smelt (*Spirinchus thaleichthys*), delta smelt (*Hypomesus transpacificus*), green sturgeon (*Acipenser medirostris*)), and other native fish and their habitats, including conducting statistical analyses on complex data and systems.

The minimum qualifications for a fisheries crew leader include those listed above with the addition of 3 years of experience in fish sampling, research and analysis techniques. The fisheries crew leader must also possess the ability to plan, organize, and supervise fish safe capture, release, relocation, and salvage activities. The fisheries biologists should be skilled in statistical analysis, population modeling, etc. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired.

Fisheries biologists should have experience in reviewing, providing comments on documents related to the federal Endangered Species Act, the California Endangered Species Act and associated regulations. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired.

Credentials, Certifications, and Permits:

Collecting permits as appropriate from the resource agencies; electro-fishing certification (if required).

General Biologist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in biology with an emphasis on land or natural resources management. Qualified general biologists must be familiar with the wildlife species and habitats that occur within the geographic area of the Central Valley Project, State Water Project, and Authority member agency service area, and shall be proficient in identification of those habitat types, the wildlife species that may be found in them, and the behavior and habits of those species. General Biologists must also have experience in conducting field surveys and monitoring of terrestrial plants and animals and be familiar with permits required for monitoring and construction activities. General biologists should have experience in reviewing, providing comments on documents related to the federal Endangered Species Act, the California Endangered Species Act and associated regulations. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired.

The general biologists shall be experienced in taking detailed field notes and in data collection, entry, analysis, and reporting.

Aquatic Ecologist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in ecology (or related field).

The aquatic ecologist should have experience in ecosystems of the aquatic systems of the Central Valley Project and State Water Project ecosystems, preferably with an emphasis on food webs, primary/secondary production, etc. An advanced degree is desirable for senior personnel or project leaders. Experience participating in reviews of regulations, literature review/synthesis, and participating in scientific and/or regulatory forums is highly desired.

California Rapid Assessment Method (CRAM) Specialist Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in biology (or related field preferably with an emphasis on riparian and wetland restoration). An advanced degree is desirable for senior personnel or project leaders.

The CRAM specialist should have experience collecting CRAM data in accordance with the current CRAM Field Book appropriate for the wetland type to be assessed. Preferably the specialist would have experience in serving as a Principal Investigator (PI) per the “California Rapid Assessment Method for Wetlands User Manual”. The CRAM specialist should also have experience in complying with the federal Endangered Species Act and the state of California threatened and endangered species regulations.

Personnel Classification	Professional Qualification Guidelines
Senior Environmental Planner	Bachelor's degree in environmental planning, natural resources management, or a related field. Seven years of increasingly responsible environmental planning or related experience.
Environmental Planner	Bachelor's degree in environmental planning, natural resources management, or a related field. Three years of increasingly responsible environmental planning or related experience.
Fluvial Geomorphologist	Bachelor's degree in geomorphology or related field plus three or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work.
Hydrologist	Bachelor's degree in hydrology or related field plus three or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work.
Soils Scientist	Bachelor's degree in soil science or related field plus three or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work.
Certified Rangeland Manager	Certification as a Certified Rangeland Manager by the California-Pacific Section of the Society for Range Management and licensing granted by the California board of Forestry and Fire Protection.
Native Plant Horticulturalist	Bachelor's degree in horticulture or related field, plus three years of experience with California native plants.
Arborist	Arborist personnel must be certified by the International Society of Arboriculture as arborists and/or tree workers, as applicable.
Senior/Principal Restoration Ecologist	Bachelor's degree (advanced degree desirable), with an emphasis on riparian restoration, or related field. Seven or more years of professional experience.
Senior/Principal Botanist	Bachelor's degree (advanced degree desirable) with an emphasis on botanical studies. Seven or more years of professional experience.
Senior/Principal Wetland Scientist	Bachelor's degree (advanced degree desirable) with an emphasis on wetland restoration. Five or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work.

Personnel Classification	Professional Qualification Guidelines
Senior/Principal Wildlife Biologist	Bachelor's degree (advanced degree desirable) with an emphasis on terrestrial and/or aquatic wildlife studies. Seven or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work
Senior/Principal Fisheries Biologist	Bachelor's degree (advanced degree desirable) with an emphasis on anadromous fish studies. Seven or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work.
Associate Biologist	Bachelor's degree in biology or related field. Plus five or more years of professional experience in the requested area of expertise (wildlife, fisheries, botany, wetlands, restoration). Possession of required state and/or federal permits to conduct assigned work.
Assistant Biologist II	Bachelor's degree in biology or related field. Plus three or more years of professional experience in the requested area of expertise (wildlife, fisheries, botany, wetlands, restoration). Possession of required state and/or federal permits to conduct assigned work.
Aquatic Ecologist	Bachelor's degree in ecology or related field. Plus one or more years of professional experience in the requested area of expertise (wildlife, fisheries, botany, wetlands, restoration).
California Rapid Assessment Method (CRAM) Specialist	Bachelor's degree in biology or related field. Plus one or more years of professional experience in the requested area of expertise (wildlife, fisheries, botany, wetlands, restoration). Experienced in conducting wetland assessments in accordance with the CRAM Field Book.

The work to be performed will be detailed more specifically as task orders are issued pursuant to the form agreement, attached as **Exhibit B**. Additional specificity regarding the scope of services may be described in acceptable detail in sequential Task Orders. Consultant cost accounting, work description detail, and invoicing will track specific work efforts according to Task Order.

The following sections include Exhibit A, Exhibit B, and Exhibit C:

EXHIBIT A. INITIAL REQUIREMENTS FOR QUALIFICATION

1. Respondent has a Commercial General Liability Insurance policy with a policy limit of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Yes___ No___

NOTE: Include a certificate of insurance verifying insurance coverage.

2. Respondent has a current Workers' Compensation Insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code sections 3700 *et. seq.* Yes___ No___

3. Respondent has been "default terminated" by an owner (other than for convenience) within the last five (5) years. Yes___ No___
If "yes," explain on an attached page.

4. At any time during the last five (5) years, has Respondent or any of its owners, partners, members, or officers or key personnel been convicted of a crime involving the awarding of a local, state or federal contract, or the bidding or the performance of a local, state or federal contract? Yes___ No___

5. Respondent is currently the debtor in a bankruptcy case. Yes___ No___

6. Respondent is currently registered with the California Department of Industrial Relations for Public Works Projects. Yes___ No___

7. Do Respondent's proposed personnel meet the minimum standards specified for the type of work for which they are proposed? Yes___ No___
If "no," identify each failure and explain on an attached page.

8. Respondent is currently in litigation with any current or former client involving issues relating to the quality of work you performed. Yes___ No___
If "yes," identify all such litigation and explain on an attached page.

Proposer will be immediately disqualified if the answer to any of questions 1, 2, or 6 is "No."

Proposer will be immediately disqualified if the answer to either question 4 or 5 is "Yes."

Proposer may be disqualified if the answer to either question 3 or 8 is "yes" and Proposer does not explain the matter to the satisfaction of the Authority.

Proposer may be disqualified with respect to a specific proposed services if the answer to question 7 is “no” and Proposer does not explain the matter to the satisfaction of the Authority.

9. Identify the types of services for which Respondent is seeking a Master Agreement:

- Environmental Planning
- Fluvial Geomorphology
- Hydrology
- Soils Science
- Rangeland Management
- Native Plant Horticulture
- Arbor Science
- Restoration Ecology
- Botany
- Wetland Science
- Wildlife Biology
- Fisheries Biology
- General Biology
- Aquatic Ecology
- California Rapid Assessment Method (CRAM) Specialist

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EXHIBIT B. DRAFT AGREEMENT

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into effective _____, between the San Luis & Delta-Mendota Water Authority, hereinafter referred to as "SLDMWA" and _____, hereinafter referred to as "Consultant" for professional services as set forth herein.

Task Order Contract: Yes No

The following designated Exhibits are incorporated fully into and made a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – General Terms and Conditions for Professional Services

Exhibit C – Fees, Hourly Rates and Reimbursable Costs/Expenses

Exhibit D – Task Order Format, applicable to Task Order Contracts

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

Consultant shall provide the professional services described in the Scope of Services set forth in Exhibit A as may be amended or augmented from time to time, and in accordance with this Agreement, any Task Orders applicable to the Agreement, and the General Terms and Conditions for Professional Services set forth in Exhibit B, and for the compensation set forth in Exhibit C, Fees, Hourly Rates, and Reimbursable Costs/Expenses.

Any change in the Scope of the Services, budget or schedule set forth therein, or to any other matter materially affecting the performance of or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by SLDMWA.

2. TERM OF AGREEMENT AND PERFORMANCE SCHEDULE

This Agreement shall become effective as of the date indicated and shall continue until the earlier of the completion of all required services or five (5) years from the effective date of the Agreement.

3. PARTY REPRESENTATIVES AND NOTICES

Each party's designated representative for administration of this Agreement and receipt of notices is designated below. All notices or other communications provided for by the Agreement shall be in writing and shall be sent by 1) personal delivery, 2) nationally-recognized overnight delivery service (such as Federal Express) which provides evidence of delivery, 3) first class United States mail (postage prepaid), registered or certified, return receipt requested, or 4) e-mail with a copy by first class U.S. mail. Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by e-mail shall be deemed delivered on the date of transmission, unless the same is

after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day. A party may change its address for notices under the Agreement by giving notice as provided herein. Notices shall be sent to the following party representatives at the following addresses:

<u>SLDMWA</u>	<u>Consultant</u>
Scott Petersen San Luis & Delta-Mendota Water Authority 1331 Garden Highway, 2nd Floor Sacramento, CA 95833 scott.petersen@sldmwa.org 209-826-9696	[NAME] [TITLE] [ORGANIZATION] [EMAIL] [PHONE]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day, month and year so indicated above. If Consultant is a corporation, partnership or limited liability company, documentation must be provided that the person signing below for Consultant has the authority to do so and to so bind Consultant to the terms of this Agreement.

<u>San Luis & Delta-Mendota Water Authority</u>	<u>Consultant</u>
By: _____ Federico Barajas Executive Director San Luis & Delta-Mendota Water Authority	By: _____ [Signature and Title] _____ Print Name

EXHIBIT A: SCOPE OF SERVICES

Consultant will be tasked to provide support, review, advice, and correspondence on environmental (largely biological) issues that impact or may impact operations of the Central Valley Project and/or State Water Project (collectively, “Projects”) or lead to recovery of species listed or under consideration of being listed pursuant to the federal Endangered Species Act or California Endangered Species Act that impact or may impact operations of the Projects. These services are anticipated to include support for Authority engagement with various state and federal administrative agencies, including, without limitation, the U.S. Bureau of Reclamation, U.S. Fish and Wildlife Service, National Marine Fisheries Service, Pacific Fisheries Management Council, California Fish and Game Commission, California Department of Water Resources, California Department of Fish and Wildlife, Delta Stewardship Council, State Water Resources Control Board, Delta Interagency Ecological Program, the Collaborative Science and Adaptive Management Program and Collaborative Adaptive Management Team. Requests for the services of qualified personnel from the Consultant’s team may come at any time and may include a need for more than one type of technical staff and possibly more than one of each type.

Project Management

The Respondent’s Project Manager shall be a qualified Senior Biologist or Principal and shall coordinate all on-call biological services contract matters with the Authority’s Project Manager or his/her designee. The Respondent’s Project Manager shall be accessible to the Authority’s Project Manager or his/her designee at all times during normal Authority working hours. In addition to other specified responsibilities, the Respondent’s Project Manager shall be responsible for all matters related to the Respondent’s personnel and biological services activities.

General Types of Services

The following is a list of types of services that may be assigned to the individual or firm (this list is not meant to be all inclusive of the services which will be required under this contract):

1. **Perform review of regulations** – the consultant will provide biological expertise to review modifications to existing regulations or proposed new regulations (or other regulatory processes/forums/documents) that may impact operations of the Projects or the Authority’s operations. The consultant will provide on-call services, as directed, centered on the areas of expertise of their firm and the availability of key personnel identified in the Statement of Qualifications.
2. **Literature Review and Synthesis** – Review and synthesis of literature related to a number of species of concern that impact or may impact the operations of the Projects. Subjects can include range, taxonomy, habitat, reproduction, age/growth, environmental parameters, general ecology, fishery, and conservation.
3. **Participation/Support in Scientific and/or Regulatory Forums** – Authority staff participates in various collaborative science forums, including the Collaborative Science and Adaptive Management Program, the Collaborative Action Management Team, the Delta Coordination Group, the Delta Science Program, and other science forums. The

consultant will review scientific information developed by these forums and provide technical and biological support to Authority staff engaged in these forums, as directed.

4. **Comment Letters** – based on the review described above the consultant will synthesize the information and provide the Authority with comment letters related to proposed regulations, and/or scientific forum initiatives.
5. **Field Data Collection** – the consultant will collect various types of field data, conduct field surveys, collect and analyze samples, and complete field tasks as described below under “Specific Types of Services”.

Specific Types of Services

The following is a list of more specific types of services that may be assigned to the individual or firm (this list is not meant to be all inclusive of the services which will be required under this contract):

- Environmental Planning
- Fluvial Geomorphology
- Hydrology/Hydrologist
- Soil Science
- Rangeland Management
- Native Plant Horticulture
- Restoration Ecology
- Aquatic Ecology
- Botany
- Wildlife Biology
- Fisheries Biology
- General Biology
- California Rapid Assessment Method

Specific details on individual project requests and associated methodologies to be included in task orders to be issued pursuant to this contract.

Additional Technical and Support Services

Other related technical work such as GIS, CADD, toxicology, data entry, database development and analysis may be requested under this contract. Scopes of work, protocols, specifications and formats of deliverables and compensation will be negotiated during the development of the cost proposal for the requested work.

Other support services may be requested such as administrative support, clerical and office support for compilation of reports, maps, and other documents generated under the scope of this contract. Compensation for these services will be negotiated during the development of the cost proposal for the requested work.

Credentials, Certifications, and Special permits

Respondent shall identify and prepare necessary applications, and obtain all required permits for completion of the services identified in an approved Task Order. To conduct certain activities, the Authority may require special credentials, certifications, or permits. Many activities will require the Respondent to have a California Scientific Collection permit, and for certain activities, additional state and federal permits.

EXHIBIT B GENERAL CONDITIONS

ARTICLE 1. SCOPE OF SERVICES OF CONSULTANT

A. Services: Consultant's Services consist of the Scope of Services described in **Exhibit A** to the Agreement, all in accordance with all terms of the Agreement and applicable laws and regulations.

B. Changes/Amendments: Consultant's Services may be changed or amended only by written amendment executed by SLDMWA and Consultant. No claim for any additional compensation or time shall be valid unless authorized by a written amendment.

C. Trust and Confidence: Consultant accepts the relationship of trust and confidence established between SLDMWA and Consultant by the Agreement.

D. Consultant's Skills and Compliance with Professional Standards: Consultant represents and warrants that it is skilled in the professional calling necessary to perform all services, duties and obligations required by the Agreement; that it will perform its Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services.

E. Independent Contractor: Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant or its sub-consultants shall be deemed to be an employee of SLDMWA.

F. No Relation with Sub-consultants: Nothing in the Agreement shall create any contractual relation between SLDMWA and any sub-consultants, or their agents and employees, employed by Consultant. No sub-consultants, agents, employees or other parties are third party beneficiaries of the Agreement. Consultant shall be responsible to SLDMWA for the acts and omissions of its employees, sub-consultants, and their agents and employees, and other persons performing any of the work under the Agreement.

Note: See Article 18 for additional terms applicable to Task Order Contracts.

ARTICLE 2. SCHEDULE

A. Consultant shall perform in accordance with the time specified in the Agreement.

B. Any delays in or failure of performance by either party under this Agreement (except payment of compensation under Article 6) 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 3. CONFLICTS OF INTEREST

Consultant shall not have a familial, financial, or investment interest in any of the persons, contractors or companies with responsibilities related to the work described in Exhibit A or any Task Orders. A familial interest exists if any of Consultant's officers, directors, employee(s) providing professional services to SLDMWA, or owners of 10% or more of the business is the spouse, sibling, parent, child, grandparent, grandchild, aunt/uncle or niece/nephew of any of the officers, directors, project managers, or owners of 10% or more of the business of any of the persons, contractors or companies with responsibilities related to the work describe din Exhibit A or any Task Orders. Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Consultant and SLDMWA. Consultant agrees to advise SLDMWA of any actual or potential conflicts of interest that may develop subsequent to the date of execution of the Agreement.

ARTICLE 4. ASSIGNMENT AND SUBCONTRACTING

Except as expressly authorized herein, Consultant shall neither assign its rights nor delegate its duties under the Agreement without prior written consent of SLDMWA. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Except as expressly allowed in the Agreement, Consultant shall not subcontract any of the work to be performed or services to be rendered without the prior consent of SLDMWA.

ARTICLE 5. NON-DISCRIMINATION

Consultant shall not discriminate against any employee or potential employee on the basis of prohibited criteria, as defined in Government Code section 12940. Without limiting the foregoing in any way, 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 (cancer), age (over 40), 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. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

ARTICLE 6. COMPENSATION; TAXES

A. Professional Services: Consultant agrees to perform the Basic Services and any authorized Extra Services, and SLDMWA agrees to pay Consultant for such services in accordance with **Exhibit C** to the Agreement, or such other rates for Extra Services as may be expressly agreed upon in writing between SLDMWA and Consultant.

B. Reimbursable Consultant Costs/Expenses: SLDMWA recognizes that certain costs and expenses associated with the services performed may be reimbursable to Consultant. Categories of costs/expenses that may be considered for reimbursement are included in **Exhibit C**. Payments to Consultant for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and invoicing has been verified by submission of substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred by Consultant.

C. Invoicing: Consultant shall submit one (1) invoice monthly to SLDMWA, including applicable time records and identification of any deliverables submitted during the billing period, for the work performed the prior month at rates not to exceed those stated in **Exhibit C**, with email copy to Felicia Luna, A/P Technician, San Luis & Delta-Mendota Water Authority, at felicia.luna@sldmwa.org or via U.S. Mail at P.O. Box 2157, Los Banos, CA 93635. If applicable, Consultant's invoice also shall include reimbursable costs/expenses incurred for the billing period. Invoices requesting reimbursement for costs/expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices).

D. Payment: Invoices received by SLDMWA on or before the 15th day of a given month and subsequently approved by SLDMWA will be paid by SLDMWA before the end of the following month. All other properly invoice amounts shall be paid not more than forty-five (45) days after delivery of an invoice. Disputed invoices shall be returned to Consultant within ten (10) working days of receipt.

E. Payment Disputes: SLDMWA may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, SLDMWA shall provide written notice describing its dispute to Consultant.

F. Taxes: Any and all taxes imposed or assessed on Consultant's income by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SLDMWA.

ARTICLE 7. SLDMWA'S OBLIGATIONS

SLDMWA shall cooperate with Consultant to facilitate the conduct of Consultant's performance of its services under this Agreement, including for purposes of the exchange of information and consultation, as well as to provide access as required to any SLDMWA facilities that are the subject of the services. Consultant's primary source of contact with the SLDMWA shall be the contact designated in the Agreement.

ARTICLE 8. CONFIDENTIAL INFORMATION

A. Confidential Information shall be (a) any and all information provided by SLDMWA (the "Disclosing Party") to Consultant (the "Receiving Party") that is labeled and/or marked confidential, and if disclosed orally, summarized in written format within (30) calendar days of disclosure and identified as "confidential", "trade secret", or "proprietary", and (b) information that is not labeled as "confidential", "trade secret", or "proprietary" but after which SLDMWA notifies Consultant as being "confidential",

"trade secret", or "proprietary", SLDMWA shall retain all ownership rights over its Confidential Information.

B. The Confidential Information will be kept confidential, and will not, without SLDMWA's prior written consent, be disclosed by Consultant, in any manner whatsoever, in whole or in part, and shall not be used in any manner directly or indirectly by Consultant, other than in connection with providing services under this Agreement.

C. Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by Consultant; (ii) has been known or independently developed by and is currently in the possession of Consultant prior to disclosure or receipt hereunder; (iii) was or is acquired by Consultant from a third party (other than a Member customer contacted by Consultant through the operation of this Agreement) who did not to Consultant's knowledge breach an obligation of confidentiality by disclosing it to Consultant.

D. Consultant will retain the Confidential Information only so long as it is necessary to perform Consultant's tasks under this Agreement, and after such time, the Confidential Information will be returned to SLDMWA (or at SLDMWA's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

ARTICLE 9. INSURANCE

A. Required Policies: Consultant and any sub-consultants shall procure and maintain insurance on all of its operations during the progress of its work described in Exhibit A or any Task Orders, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms acceptable to SLDMWA, for the following minimum insurance coverages, which may be increased or expanded by the Agreement:

1. Workers' Compensation insurance and occupational disease insurance, as required by law, with limit of no less than \$1,000,000 per accident for bodily injury or disease;
2. Employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in the Agreement.
3. Commercial General Liability Insurance in an amount not less than \$2,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than two million dollars (\$2,000,000) for each occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
4. Commercial Automobile Insurance for all owned, non-owned and hired vehicles used by Consultant in the performance of its services under this Agreement with a

limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5. Professional Liability Insurance, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate, insuring Consultant, for its own acts and for the acts of all persons for whose acts Consultant may be liable, against liabilities arising out of or in connection with negligent acts, errors, or omissions in connection with the carrying out of their professional responsibilities under the Agreement. Consultant shall provide SLDMWA proof of professional liability insurance coverage for two years following final completion of the Agreement.

B. Additional Terms:

1. All general liability policies shall name SLDMWA, its elected or appointed officers, officials, agents, authorized volunteers and employees as additional insureds ("Additional Insureds"), include a severability of interest provision, and shall provide that such policy is primary and not contributory with any insurance carried by SLDMWA or its Members.
2. The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SLDMWA; any endorsement limiting coverage available to SLDMWA that is otherwise required by this Article 9; and any policy or endorsement language that (i) negates coverage to SLDMWA for SLDMWA's own negligence; (ii) limits the duty to defend SLDMWA under the policy; (iii) provides coverage to SLDMWA only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SLDMWA's rights under this Agreement.
3. Consultant shall provide Certificates of Insurance, or other evidence of insurance as requested by SLDMWA, to SLDMWA within ten (10) days after receipt by Consultant of the executed Agreement. The certificates shall provide that there will be no cancellation, suspension, voiding or change of coverage without thirty (30) days' prior written notice to SLDMWA. There shall be no reduction or modification of coverage of insurance required by the Agreement without the written consent of SLDMWA. Consultant shall provide SLDMWA with a new or renewed certificate of insurance upon any changes or modifications to coverage, including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with this Agreement.
4. The insurer(s) issuing the required policies shall, by separate endorsement, agree to waive all rights of subrogation against the "Additional Insureds" for losses arising in any manner from the products or work provided or performed by or on behalf of

Consultant for SLDMWA, but this provision applies regardless of whether or not SLDMWA has received the waiver of subrogation.

ARTICLE 10. INDEMNITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES

A. Consultant shall, with respect to all work which is covered by or incidental to the Agreement, defend, indemnify, and hold harmless SLDMWA, its officers, directors, agents, representatives and employees (collectively “SLDMWA”), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys’ fees, expert’s fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct or breach of this Agreement by Consultant or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement. Consultant’s duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and Consultant shall employ counsel reasonably acceptable to SLDMWA for this defense obligation. Consultant shall not be obligated under the Agreement to indemnify SLDMWA to the extent that the damage is caused by the active or sole negligence or willful misconduct of SLDMWA or its agent or servants other than Consultant.

B. SLDMWA shall defend, indemnify, and hold harmless Consultant, its officers, directors, agents, representatives and employees (collectively “Consultant”) from and against any and all claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys’ fees, expert’s fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct or breach of this Agreement by SLDMWA or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement other than Consultant. SLDMWA’s duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and SLDMWA shall employ counsel reasonably acceptable to Consultant for this defense obligation. SLDMWA shall not be obligated under the Agreement to indemnify Consultant to the extent that the damage is caused by the active or sole negligence or willful misconduct of Consultant or its agent or servants.

C. Where any claim results from the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement by SLDMWA and Consultant, the amount of such claim for which SLDMWA or Consultant is liable as indemnitor under this Article shall equal (i) the proportionate part that the amount of such claim attributable to such indemnitor’s negligence, gross negligence, willful misconduct or breach of any provision of this Agreement bears to, and (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.

D. Consultant and SLDMWA each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

E. The acceptance by SLDMWA or its representatives of any certificate of insurance

providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article. None of the foregoing provisions shall deprive SLDMWA of any action, right or remedy otherwise available by law.

F. Except to the extent of any insurance coverage, neither Consultant nor SLDMWA shall be responsible to the other for any form of consequential damages, including, but not limited to losses of use, sale, profits, financing, business and reputation, and attorney fees thereon. Nothing in these provisions or in this Agreement shall waive, release or compromise any insurance requirements or coverages required in Article 9.

ARTICLE 11. INTELLECTUAL PROPERTY INFRINGEMENT

Consultant shall defend, indemnify and hold SLDMWA free and harmless from and against, any loss, cost and expense that SLDMWA incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others.

ARTICLE 12. LIMITATION OF LIABILITY

Except as otherwise set forth in Article 10 of this Agreement, in no event will Consultant be liable to SLDMWA for any incidental, indirect, special, consequential or punitive damages or lost profits of SLDMWA. The aggregate total liability of Consultant arising from or related to SLDMWA's engagement of Consultant shall not exceed the recoveries from insurance provided or, if none, an amount equivalent to the fee paid by SLDMWA to Consultant for its services under this Agreement.

ARTICLE 13. USE AND OWNERSHIP OF WORK PRODUCT

As used in this Agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedure, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the services provided under this Agreement. SLDMWA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

ARTICLE 14. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon 30 days' written notice, with or without cause, upon written notification to the other party. Following such termination, SLDMWA shall pay Consultant all unpaid sums due for services performed under this Agreement to the date of termination, plus reasonable expenses for winding down the services. Following such payment, SLDMWA shall have the right to immediate possession of all documents, files (including electronic files), and other Work Product. No termination of the Agreement shall excuse or otherwise relieve Consultant of its responsibilities under the Agreement, including, without limitation, the standard of care for its work and services and its indemnity obligations. All of such responsibilities under the Agreement with respect to work and/or services performed prior to the date of termination shall survive any termination.

ARTICLE 15. RECORDS AND AUDIT

SLDMWA or SLDMWA's authorized representative shall have access, upon reasonable notice and during normal business hours during the term of the Agreement and for a period of two (2) years thereafter, to Consultant's books and 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. Such access includes the right to make excerpts, transcriptions and photocopies at SLDMWA's expense.

ARTICLE 16. DISPUTE RESOLUTION

Consultant and SLDMWA shall attempt to resolve conflicts or disputes that arise under this Agreement or that relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. The parties agree to attempt to mediate through a professional mediator any conflicts or disputes not otherwise resolved by the parties, with the costs of mediation shared equally by the parties. If the mediation does not settle the conflict or dispute, the parties may agree in writing to binding arbitration, or the matter may proceed in litigation before a court of competent jurisdiction. Neither party shall commence or pursue arbitration or litigation prior to (1) the completion of mediation proceedings, and (2) prior to completion of Consultant's services under this Agreement.

ARTICLE 17. ADDITIONAL PROVISIONS

A. Successors and Assigns: SLDMWA and Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Consultant shall not assign the Agreement or sublet it in whole or part without the written consent of SLDMWA, nor shall Consultant assign any moneys due or to become due to it hereunder without the prior written consent of SLDMWA.

B. Unenforceability of any Clause: If any clause or provision of the Agreement is held to be unenforceable or invalid, then that provision of the Agreement shall be stricken and all other provisions of this Agreement shall remain in full force and effect and shall not be effected thereby.

C. Waiver of Breach: Failure by one party to notify the other 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.

D. Entire Agreement: The Agreement, including all exhibits, represents the entire and integrated agreement between SLDMWA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. No changes, amendments, alterations or modifications to this Agreement will be effective unless in writing and executed in the same manner as the Agreement.

E. Interpretation: The Agreement shall be construed and interpreted in accordance with the laws of the State of California.

F. Headings: The titles of sections of these General Conditions are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Agreement shall be drawn therefrom.

ARTICLE 18. ADDITIONAL PROVISIONS FOR TASK ORDER CONTRACTS

In addition to all of the foregoing provisions, the following apply when this Agreement is designated as a “Task Order Contract”.

A. Where this Agreement is indicated to be a Task Order Contract, the Agreement will consist of the individual projects defined by Task Orders entered into by the Parties during the term of and pursuant to this Agreement. Each Task Order will be numbered sequentially and will be similar in format to **Exhibit D**, entitled “Task Order Format,” attached hereto and incorporated herein by this reference. Each Task Order will specifically define the scope of work for each specific project on which SLDMWA desires to retain Consultant’s services. Each Task Order will also specify (1) the date on which the work covered by the Task Order is to begin; (2) the date on which the work covered by the Task Order is to be completed; (3) the estimated charges that SLDMWA can expect to pay to Consultant for Consultant’s services pursuant to such Task Order; and (4) the names of the persons who will be SLDMWA’s and Consultant’s respective principal representatives for the management and performance of the specific services covered by said Task Order.

B. The specific services covered by each separate Task Order will be undertaken by Consultant only upon receipt of a Task Order signed by an authorized representative of SLDMWA and accepted by an authorized representative of Consultant.

C. Consultant will commence performing the services specified by each Task Order on the commencement date specified in the Task Order, and will complete such services within the time and monetary limitations specified in the Task Order. If Consultant, in the course of performing its services under any given Task Order, determines it will be unable to complete the services within the time schedule or authorized limit of charges specified in the Task Order, it will promptly so notify SLDMWA of such determination. Within fourteen (14) days of said notification, SLDMWA will inform Consultant as to how SLDMWA chooses to proceed.

D. All invoices for services shall identify the Task Order number.

E. SLDMWA will have the right to terminate Consultant's services under any specific Task Order at any time by giving notice in writing to Consultant. Consultant will not be entitled to payment for any cost related to the terminated part of services covered by the Task Order and incurred after the effective date of termination except for costs directly related to work performed by Consultant in terminating; provided that such work is authorized in advance by SLDMWA's representatives under such Task Order. SLDMWA also 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. 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. This paragraph provides the full and exclusive compensation to Consultant in the event of a terminated Task Order or termination of a Task Order Contract.

F. The limitation of liability in Article 12 is modified such that, if the conduct by Consultant giving rise to the loss occurs under one or more Task Orders, the aggregate total liability of Consultant arising from or related to SLDMWA's engagement of Consultant shall not exceed the recoveries from insurance provided or, if none, an amount equivalent to the fee paid by SLDMWA to Consultant for its services under the applicable Task Orders.

EXHIBIT D TASK ORDER FORMAT

**[TITLE]
Detailed Scope of Work**

TASK 1 – [TITLE]

[Description]

TASK 2 – [TITLE]

[Description]

Basis for Payment:

Budget Maximum:

Estimate of Time Schedule:

SLDMWA Project Lead: [Name] [Email]

Consultant Project Lead: [Name] [Email]

Special Instructions:

Accepted:

<u>San Luis & Delta-Mendota Water Authority</u>	<u>Consultant</u>
By: _____ Federico Barajas Executive Director San Luis & Delta-Mendota Water Authority	By: _____ [NAME] [TITLE] [ORGANIZATION]
Date: _____	Date: _____

EXHIBIT C. RATE SHEET

Exhibit C - Proposed Labor Rates

	Personnel Proposed (Identify all personnel proposed/available in each category proposed)	Level (e.g., senior, associate, or assistant) of each individual	Degree/Permits/Certifications (for each proposed individual)	Rate(s) (if rates vary by level, specify for each individual)	Initial to indicate that, individually or as a team, proposed personnel meet the knowledge and experience requirements in Appendix 1
Areas of Expertise					
Environmental Planning					
Fluvial Geomorphology					
Hydrology					
Soils Science					
Rangeland Management					
Native Plant Horticulture					
Arbor Science					
Restoration Ecology					
Botany					
Wetland Science					
Fisheries Biology					
General Biology					
Aquatic Biology					
CRAM Specialist					