

Lake Elsinore & San Jacinto Watersheds Authority



City of Lake Elsinore • City of Canyon Lake • County of Riverside
Elsinore Valley Municipal Water District • Santa Ana Watershed Project Authority

REQUEST FOR PROPOSAL

FOR

LAKE ELSINORE FISHERY MANAGEMENT TASKS

SEPTEMBER 2018

**LAKE ELSINORE & SAN JACINTO
WATERSHEDS AUTHORITY**

Member Agencies:
City of Canyon Lake
Elsinore Valley Municipal Water District
City of Lake Elsinore
County of Riverside
Santa Ana Watershed Project Authority

Administration:
Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503-4979
(951) 354-4220

1. INTRODUCTION

The Lake Elsinore and San Jacinto Watersheds Authority (LESJWA) requests proposals from qualified firms to assess conditions of the Lake Elsinore fishery and identify appropriate management measures for improving the fishery and supporting aquatic habitat. This work will entail a review of the 2005 Fisheries Management Plan for Lake Elsinore, past Lake Elsinore hydroacoustic fish surveys and conduct a survey of the lake fishery, fish tissue analysis, carp removal and suggest any additional fishery management activities to support TMDL compliance.

LESJWA is a Joint Powers Authority (JPA) and is governed by five member agencies: Elsinore Valley Municipal Water District, the City of Lake Elsinore, the City of Canyon Lake; the County of Riverside, and the Santa Ana Watershed Project Authority. which serves as the Authority administrator.

LESJWA has established the following goals and objectives for its organization:

- To support planning, design and implementation of projects to improve water quality at Lake Elsinore, Canyon Lake and the San Jacinto River Watershed
- To work with stakeholders to secure reliable funding to operate and maintain water quality improvement projects at Lake Elsinore, Canyon Lake and the San Jacinto River Watershed
- To serve as administrator of the Lake Elsinore and Canyon Lake TMDL Task Force
- To seek ongoing reliable revenue to operate LESJWA JPA in fulfillment of its mission

2. Purpose

Lake Elsinore (Figure 1-1) is located in a rapidly urbanizing landscape, just 60 miles southeast of the City of Los Angeles, and 22 miles south of the City of Riverside (Figure 1-2). This large, shallow, natural lake with an average depth ranging between 9 to 27 ft. and surface area of 2,700 to 3,060 acres is the terminus of the San Jacinto River. As a terminal basin, Lake Elsinore is subject to highly variable hydrological conditions that influence the physical-chemical environment of the lake which, in turn, influences the aquatic biological resources (e.g., fish, zooplankton, phytoplankton, benthic invertebrates) that can be supported by the lake. Over the past 120 years, Lake Elsinore has experienced wet periods during which the lake has overflowed into Temescal Creek as well as dry periods when the lake has dried up completely.

Figure 1-1 Lake Elsinore

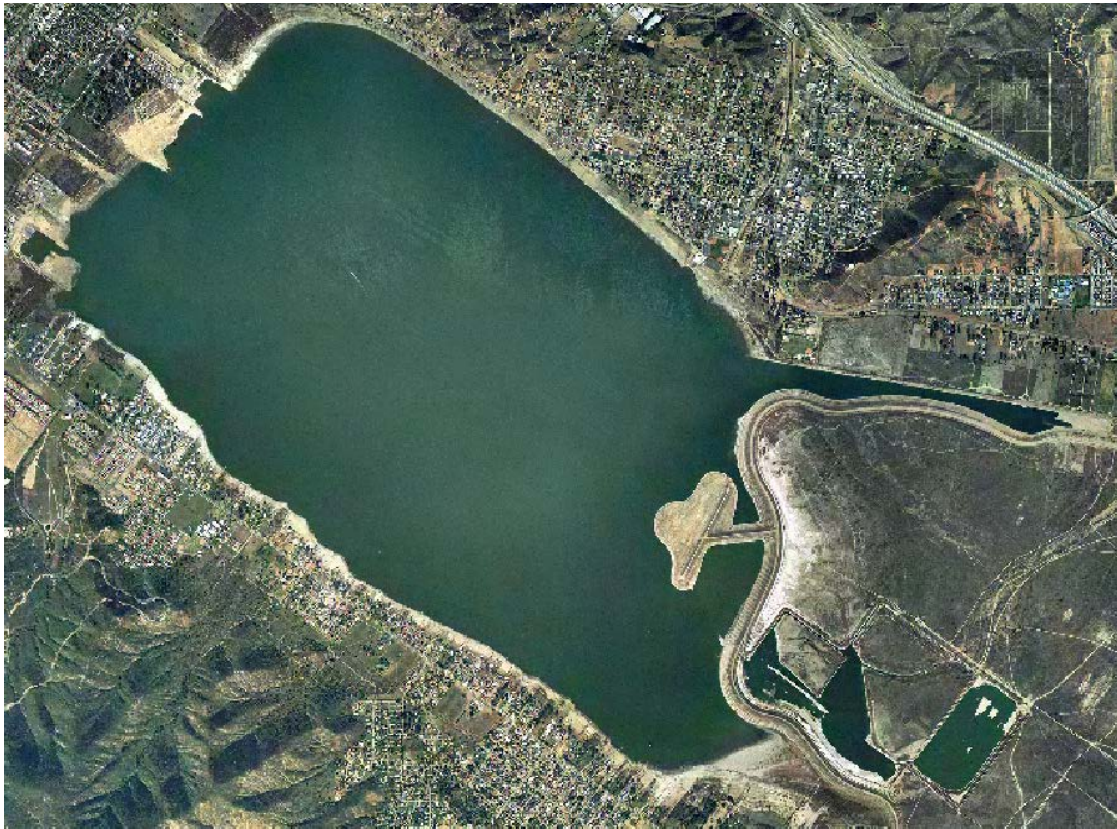
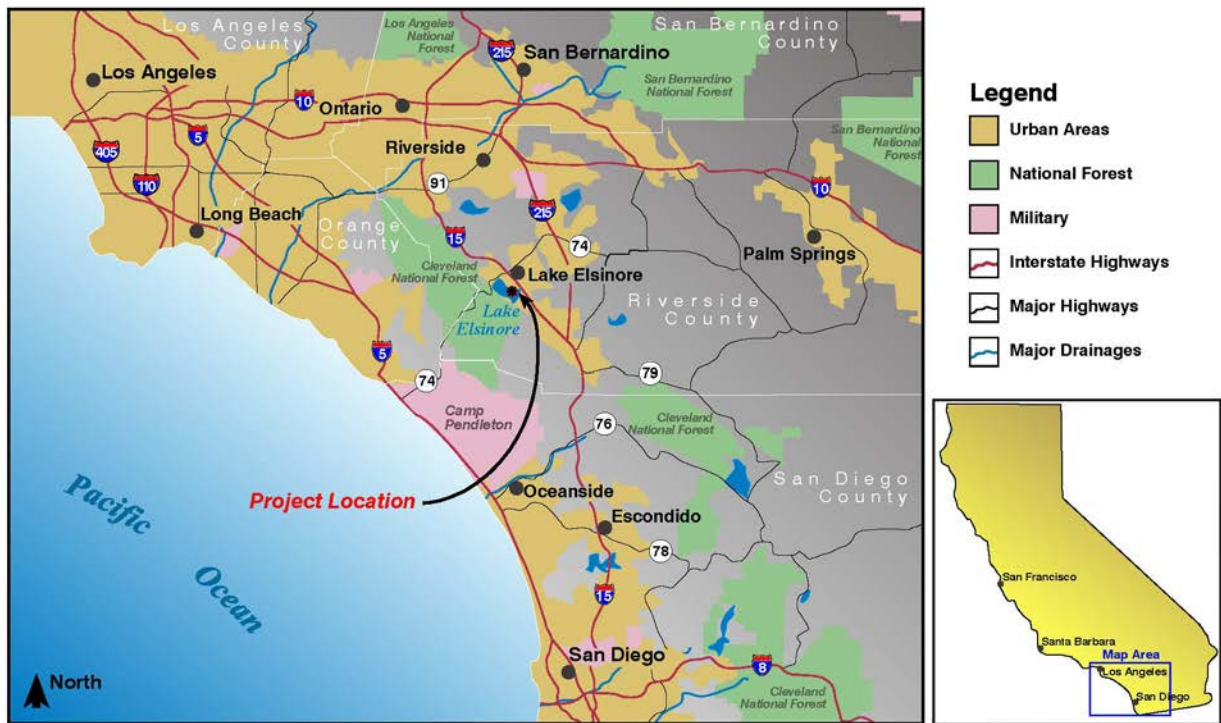


Figure 1-2 Region



The Santa Ana Regional Water Quality Control Board first identified Lake Elsinore as impaired in 1994, based on the historical record of periodic fish kills and excessive algae blooms. The Regional Board established a nutrient TMDL to address these impairments by limiting the amount of nitrogen and phosphorus that could be discharged into the lake.

Currently, Lake Elsinore typically suffers from poor water quality that has resulted in numerous fish kills even when the lake is full or nearly so. In addition to poor water quality, the development of a healthy, viable fish community in Lake Elsinore is hampered by: 1) inadequate habitat conditions for fish reproduction and survival; 2) limited fish food resources; and, 3) the multiple effects caused by abundant common carp (*Cyprinus carpio*) and shad.

In 2005, a Fisheries Management Plan was prepared by EIP Associates as part of the lake improvement strategy. The principal goal of the Fisheries Management Plan was to develop a program that will create a balanced, self-sustaining and valued sport fishery that will complement the water quality rehabilitation efforts in Lake Elsinore.

In addition, Nov 2008 and Mar 2015 hydroacoustic fish surveys were conducted by Dr. Michael Anderson of UCR for Lake Elsinore. The final reports of these surveys provide critical technical background regarding the lake fish diversity over time.

Updating the fish survey, conducting a fish tissue analysis and suggestions of future fishery management activities such as carp removal and fish stocking to assist with TMDL compliance is requested.

3. TERM OF AGREEMENT

The Agreement period will be for a maximum of two years, with an option for a third.

4. SCOPE OF WORK

The selected firm will perform tasks, described below.

Task 1: Data Review

Conduct a data review of all past Lake Elsinore fishery management plans, fish surveys, fishery management activities including carp removal and fish stocking activities. These documents will be provided to the consultant as reference material and will assist in future tasks associated with recommending further lake fishery management activities in support of the TMDL Update and TMDL compliance.

Task 2: Survey of Lake Elsinore Aquatic Fishery

Develop and implement an aquatic survey to assess the biological health and ecological functioning of Lake Elsinore Fishery. This will include methods to specifically evaluate the fishery, zooplankton and phytoplankton communities in the lake. Results of the survey will be compiled and integrated to create an overall ecological assessment that considers the physical, chemical and water quality conditions in the lake. The work shall include, but not necessarily be limited to, the following:

- Provide the necessary equipment and operating personnel for the duration of the project.
- Describe the methods and procedures used to quantify the size, weight, distribution and abundance of specific fish species in the lake based on representative sampling data from the survey.
- Consider a net, tag and release approach for future fish surveys.
- Describe the methods and procedures used to assess the health of the fish population and aquatic habitat. Including an assessment of the ability of the various fish species to reproduce.
- Prepare a technical memorandum of the biological monitoring results. Results will be assembled to create an ecological framework that will serve as a benchmark for biological conditions in the lake, compared with earlier phytoplankton (Oza, 2003), zooplankton Veiga-Nascimento (2004) and fishery results (e.g., Anderson, 2008 & 2015), and considered in light of available data concerning physical, chemical and water quality conditions.
- Data collected will be assembled and maintained in a database.

Task 3: Fish Tissue Sampling and Analysis

Conduct fish tissue analysis for various fish species taken for the lake. Chemistry analysis should include presence and concentrations of PCB, DDT, phosphorus, nitrogen, etc. in the fish tissue. The number of fish to be analyzed should be based on a statistical representative number of the estimated overall lake fishery population as reflected from the fish survey.

Task 4: Future Fishery Management Activities Report

Prepare recommendations to improve the Lake Elsinore fishery and habitat. These recommendations should include the results of the aquatic survey, fish tissue analysis, and any beneficial fishery management practices or implementation activities (such as the creation of fish habitat, fish stocking, etc.) to optimize the fishery and aquatic habitat at different water levels, assist with TMDL compliance and support the goals of the TMDL update. A draft report should be provided for review by SAWPA/LESJWA and the LE/CL TMDL Task Force. A final report reflecting review comments will be due thereafter.

Optional Task 5: Conduct Fish Removal

Depending on the fish survey results, conduct fish harvesting to control nuisance species, such as carp, that are viewed as contributing to the turbidity and excessive algae and nutrient levels in the lake. In 2000, it was estimated that “rough” bottom feeding fish such as carp constitute, on a basis of weight (biomass), 85% of the total fish population of the lake. A successful large-scale removal project reduced the carp population by over 90% but that program was terminated in 2009.

In addition to the carp, it is estimated that threadfin shad represent approximately 75% or more of the lake’s fish population. In 1998, an estimated 30 million shad fish were removed from the lake during a die-off. The average length of shad in the lake is estimated to be 2 to 6 inches.

The work shall include, but not necessarily be limited to, the following:

- Provide the necessary equipment and operating personnel for the duration of the project.
- Maintain all equipment in an active state of readiness.
- Provide services for carp removal, either by seine, trap, electro-fishing, or other method(s).
- Provide a cost-effective method of payment for carp removal.
- Monitor the effectiveness of all aspects of the operation and identify areas for necessary improvement.
- Track the species, number and weight of fish removed.
- Because Lake Elsinore is a recreational lake, with businesses and residences surrounding it, the contractor must work closely with the City of Lake Elsinore and the County of Riverside in order to minimize any impacts to the surrounding community.
- Comply with all local, state, and federal licenses, permits, and requirements. Attached are copies of Title 14 Section, 226.7, as well as the commercial fishing application (Application for Permit to Take Non-game Fish), which the contractor is expected to complete prior to the commencement of any work.
- Dispose of the removed product, with consideration for the highest and best use of the resource. For instance, using the fish for the consumer market, pet food, bait fish, fertilizer, fishmeal, etc. The contractor is encouraged to explore alternative solutions similar to the preceding examples; however, as a last resort, landfill facilities may also be an option.
- Data collected will be assembled and maintained in a database.

Project Coordination:

The Proposer will be responsible to attend and participate in regular Lake Elsinore Fishery Management coordination meetings made up of representatives from LESJWA, City of Lake Elsinore and various cities and agencies of the LE&CL TMDL Task Force, as well as consultants that support the Task Force effort. Coordination meetings entail meeting with agency staff to discuss and coordinate proposed fishery management activities.

Emergency Notifications:

The Proposer shall be responsible to provide notification to the LESJWA Project Manager and City of Lake Elsinore staff of any incidents with local property owners, accidents, and/or issues with as a result of any proposed fishery management activities.

Social Media:

The Proposer shall be responsible to provide outreach to local residents using social media (web page, web blog, Facebook, etc.) for all carp removal activities. Outreach will include posting upcoming schedule of activities and regular updates of progress throughout the implementation of activities related to carp removal.

5. PROJECT PROPOSAL

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

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

6. PROPOSAL REQUIREMENTS

Responses to this RFP must be made according to the requirements set forth in this section for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Any correction and resubmission by the proposer will not extend the time for evaluation of the proposal. Responses to this RFP shall be prepared as concisely as possible. The proposal should be formatted for legibility by the reviewers, and **no more than twenty (25) pages long**, including staff resumes. Submittal of boilerplate marketing materials is discouraged.

All proposals must include the following information:

- Cover letter, including name, telephone number, email address, fax number and address of the firm.
- Table of Contents
- Background information about the proposer, including technical qualifications, size of firm and relevant licenses. Description of the proposer's business; i.e., individual, partnership, joint venture, etc., and background information of subcontractors to be used, if any.
- Organization chart showing proposed management and project team.
- Complete list of personnel, including subcontractors that will be dedicated to this project.
- The names and qualifications of staff who will participate in the project.
- Project Schedule and Approach
- Description of the proposer's experience. A list of similar services and project descriptions undertaken by the proposer with beginning and ending dates, name,

address, phone number, fax number, and e-mail address of a contact person for each reference. Projects must be within the last five (5) years, and preferably involve the staff identified in list of personnel.

- Fee proposal shall include breakdown of labor hours by employee billing classification, expense reimbursement schedule that includes cost of non-labor and sub-consultant services. Fee proposal shall be broken down by major tasks. All columns and rows shall have totals.
- Hourly billing rates for personnel to be assigned to the project.
- Miscellaneous/Exceptions. Respondents shall thoroughly review the contents of this RFP and shall submit all supplemental information, required in this section of miscellaneous information. A draft LESJWA contract agreement is attached to this RFP ([Attachment A](#)) that the consultant/firm will be required to sign; the respondent must identify any exceptions to that draft agreement as an element of the proposal submitted for review and consideration.

7. SUBMITTALS

Submit **only an electronic copy** of the proposal and related information as a single .pdf file to Rick Whetsel, Senior Watershed Manager (rwhetsel@sawpa.org). Proposals must be received by 1:00 p.m. on Friday, October 26, 2018. Proposals received after the stated time will be deleted and not considered.

A panel composed of LESJWA staff and staff members from the LE&CL TMDL Task Force member agencies will review proposals. If interviews are needed, proposers will be contacted to schedule a meeting at SAWPA in early November 2018. If additional information is needed, email Rick Whetsel at rwhetsel@sawpa.org. All questions and answers will be posted at <http://www.mywatersheds.com/>

8. PROPOSED SCHEDULE

September 20, 2018	Issuance of Request for Proposals
October 26, 2018 (by 1:00 pm)	Proposal due emailed to LESJWA
Week of November 7, 2018 (tentative)	Interviews with proposers if needed
November 14, 2018 (tentative)	LE&CL TMDL Task Force Recommendation of Consultant
December 20, 2018	LESJWA Board approval of Consultant Contract
January 7, 2019	If approved, begin Work

9. REFERENCE DOCUMENTS

The following reference documents are available for viewing/download from the Lake Elsinore and San Jacinto Watersheds Authority website at: <http://www.mywatersheds.com/>

- [Nutrient Levels and Phytoplankton Abundance in Canyon Lake and Lake Elsinore \(2003\)](#)

- [Zooplankton Monitoring at Lake Elsinore \(2004\)](#)

- [Lake Elsinore Fisheries Management Plan \(2005\)](#)

- [Hydroacoustic Fisheries Survey for Lake Elsinore \(2008\)](#)

- [Fishery Hydroacoustic Survey and Ecology of Lake Elsinore \(2015\)](#)

Please contact Rick Whetsel, email: rwhetsel@sawpa.org or phone: (951) 354-4222 with any questions regarding this request for Proposals.

10. EVALUATION CRITERIA

Evaluation of qualifications will be conducted on the following:

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

LESJWA reserves the sole right to evaluate and select the successful proposal(s) and may choose to award a contract to one or more qualified consultants. The selection process is anticipated to include an evaluation of the proposal and an interview.

11. GENERAL REQUIREMENTS

1. All proposers are hereby advised that this RFP is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. LESJWA reserves the right to negotiate with any qualified source. LESJWA reserves the right to reject any or all proposals for any reason or for no reason at all.
2. LESJWA reserves the right to request further information from the proposer either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer.
3. LESJWA reserves the sole right to judge the proposers' representations, either written or oral.
4. Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP.
5. False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for the rejection of the proposal. The valuation and determination of the fulfillment of the above requirement will be LESJWA's responsibility and its decision shall be final.
6. LESJWA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submission date. Such interpretations or changes will be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of any resultant contract. Such addenda will be made available to each person or organization that has received an RFP. Should such addenda require additional

information not previously requested, a proposer's failure to address the requirements of such addenda might result in the proposal not being considered.

7. All proposals submitted in response to this RFP will become the exclusive property of LESJWA. At such time as LESJWA's recommendation to the LESJWA Board relative to proposal selection appears on the Board Agenda, all such proposals become a matter of public record, and shall be regarded as public records, with the exception of those parts of each proposal which are defined by the proposer as business or trade secrets, and so marked, as "confidential" or "proprietary." LESJWA shall not in any way be liable or responsible for the disclosure of any such proposals or any part thereof if disclosure of any such proposals or any part thereof is required under the Public Records Act.
8. LESJWA shall not in any way be liable for any costs incurred in connection with the preparation of any proposal submitted in response to this RFP.

Attachment A

Draft LESJWA Contract Agreement

AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT is made this ___ day of _____, 20__ by and between the **Lake Elsinore & San Jacinto Watersheds Authority (LESJWA)** whose address is 11615 Sterling Avenue, Riverside, Calif. 92503, and _____ ("**Consultant**") whose address is _____ .

RECITALS

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

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

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, LESJWA and Consultant agree as follows:

ARTICLE I
TERM OF AGREEMENT

1.01 Term of Agreement. This agreement shall become effective on the date first above written and shall continue until _____, 201__, unless extended or sooner terminated as provided for herein.

ARTICLE II
SERVICES TO BE PERFORMED

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

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

ARTICLE III
COMPENSATION

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

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients, as set forth on an exhibit to be attached to each Task Order issued to Consultant.

3.03 Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Board of Directors and Authority Administrator of LESJWA, in writing.

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

ARTICLE IV
OBLIGATIONS OF CONSULTANT

4.01 Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.

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

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

- a. Obtain a comprehensive general liability and automobile insurance policy, including contractual coverage, with combined single limits for bodily injury and property damage in an amount of not less than \$1,000,000.00. Such policy shall name LESJWA, and any other interested and related party designated by LESJWA, as an additional insured, with any right to subrogation waived as to LESJWA and such designated interested and related party;
- b. Obtain a policy of professional liability insurance in a minimum amount of \$1,000,000.00 per claim or occurrence to cover any negligent acts or omissions committed by Consultant, its employees and/or agents in the performance of any services for LESJWA;
- c. Comply with all local, state and federal laws, rules and regulations;
- d. Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant's and all risks to such persons or entities.
- e. Consultant shall require any subcontractor that Consultant uses for work performed for LESJWA under this Agreement or related Task Order to obtain the insurance coverages specified above.
- f. Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of LESJWA for all work performed by Consultant, and its employees, agents and subcontractors.

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

4.04 Consultant hereby covenants and agrees that LESJWA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligent act or omission of Consultant. Further, Consultant hereby covenants and agrees to fully indemnify and save LESJWA, its agents, officers and employees, free and harmless from and against any and all of the foregoing liabilities or claims of any kind, and shall reimburse LESJWA for all costs or expenses that LESJWA incurs (including attorneys' fees) on account of any of the foregoing liabilities, including liabilities or claims made by reason of defects in the performance of consulting services pursuant to this Agreement, unless the liability or claim is proximately caused by LESJWA's negligent act or omission.

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

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

ARTICLE V **OBLIGATIONS OF LESJWA**

5.01 LESJWA shall

- a. Furnish all existing studies, reports and other available data pertinent to each Task Order that are in LESJWA's possession;
- b. Designate a person to act as liaison between Consultant and the Authority Administrator and Board of Directors of LESJWA.

ARTICLE VI **ADDITIONAL SERVICES, CHANGES AND DELETIONS**

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

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

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

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

ARTICLE VII
CONSTRUCTION PROJECTS:
CHANGE ORDERS FOR CONSTRUCTION CONSULTANT

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

ARTICLE VIII
TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX
STATUS OF CONSULTANT

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

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

ARTICLE X
AUDIT; OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XI
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

11.07 Any dispute which may arise by and between LESJWA and the Consultant, including the Consultant's associates, subcontractor or other consultants, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Service, Inc., or its successor, or any other neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this paragraph. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review by a Superior Court of competent venue and jurisdiction only for material errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure. Limited discovery may be permitted upon a showing of good cause and approved by the assigned arbitrator. Unless the parties stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon, in accordance with their rules and procedures for such mediation.

11.08 During the performance of the Agreement, Consultant, and its subcontractors, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant, and its subcontractors, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant, and its subcontractors, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated 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 et seq., set forth in Chapter 5 of Division 4 of

