



## GATEWAY WATER MANAGEMENT AUTHORITY

16401 Paramount Boulevard • Paramount, California 90723

### REQUEST FOR QUALIFICATIONS

Notice is hereby given that Statement of Qualifications (SOQs) will be received from firms for **General On-Call Professional, Technical and/or Engineering Services**.

Responses to this Request for Qualifications (RFQ) will be accepted until **Noon (12:00 PM) PST** on **Friday, September 8, 2023**. It is the responsibility of the proposer to ensure that any qualifications submitted have sufficient time to be received prior to the due date and time.

SOQs shall be submitted electronically only. No hardcopies will be accepted.

Proposers shall submit one **(1) electronic file (.pdf)** of the SOQ via email to: **madelineanderson.gateway@gmail.com**

Late proposals will not be considered.

#### Key RFQ Dates (Subject to change at discretion of GWMA):

|                         |   |
|-------------------------|---|
| Release Date:           | Wednesday July 26, 2023                   |
| Questions Due to GWMA:  | Wednesday, August 9, 2023 at 11:00 AM PST |
| Posting of the Q&A:     | Wednesday, August 16, 2023                |
| SOQ Due Date:           | Friday, September 8, 2023 at Noon PST     |
| SOQ Review/Evaluations: | October 2023                              |
| GWMA Board Approval:    | November 2023                             |



## **INTRODUCTION:**

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“Gateway Water Management Authority” or “GWMA”) is a coalition of 29 public agencies responsible for the regional water planning needs of two million people in the Gateway Region of Southeast Los Angeles County.

GWMA is requesting SOQs from experienced firms to provide general consulting services, and/or engineering/technical services. GWMA anticipates this RFQ will result in the creation of a list of qualified firms for one or more of the requested services in this RFQ.

Consultants currently on GWMA’s on-call list are not required to submit a new SOQ. However, it is recommended to submit a new SOQ for consideration if: (a) firm has changes to key staff member(s) included in previous SOQ/Professional Services Agreement (PSA); (b) firm wants to be considered for additional scopes of services; or (c) wish to enter into a new 5-year PSA. Regardless of the reason for submission, all SOQs must be complete per the requirements and presented as a new SOQ to be evaluated and considered. Partial or augmented SOQs from previous submissions will not be accepted.

Each selected consultant will be required to execute the attached Professional Services Agreement and any amendments thereof for providing the services as a consultant. It is anticipated that the list will remain active for up to five (5) years. GWMA may issue new RFQS at any time to add additional qualified consultants to the list when deemed necessary.

GWMA may at its own discretion, solicit proposals from selected consultants for specific projects and services throughout the term of the contract. Upon selection and approval of a consultant, a Notice to Proceed (NTP) will be issued for the specified work.

This request for SOQs does not obligate GWMA to accept any proposals, negotiate with any firm, and award a contract or to proceed with the development of any project proposed in response to this RFQ. The awarding of any contract shall be subject to such prior governmental approvals or determinations as may be required or appropriate.

## **SCOPE OF SERVICES REQUESTED:**

The scope of services is listed below and is not exhaustive. One or more consultants are being sought to provide a minimum of three, if not all of the services listed below.

- Feasibility studies, project reports, and/or program reports.
- Project management, including, but not limited to construction management and inspection services, plan checking, compliance assurance and reporting services associated with Federal, State and other Grant funded projects and programs.
- Coordinating and managing watershed projects (stormwater, groundwater, water conservation, water supply, etc.).
- Prepare and/or manage preparation of project bid documents (plans, specifications and estimates).



- Regional planning grant and/or other opportunities including development of associated documents. Grant writing and/or grant implementation management.
- Strategic local and/or regional planning efforts, including development of associated documents.
- GIS mapping/management.
- CEQA/NEPA environmental proceedings, including but not limited to, preparation, review and management of technical reports associated with various projects and/or programs (specialty in the area of water/watershed/stormwater).
- IRWM related programs and activities, including but not limited to, plan updates and project list updates.

**GENERAL SOQ REQUIREMENTS:**

- Submission of a SOQ constitutes acceptance of Professional Services Agreement attached as Attachment A unless for exceptions that are noted with the submission and are approved by GWMA. Contract modifications are open for discussion upon selection. Any list of exceptions requested shall be included within the 25-page limit. Modifications will not be considered if it is not included with Statement of Qualifications.
- SOQs shall not be more than 25 pages. This includes the SOQ cover and Table of Contents.
- Number of years in business, and number of years of experience in selected field.
- Indicate if your firm is a Disadvantaged Business Enterprise (DBE).
- Project Team Experience – Description of company and key staff. Clearly state the organization structure of the team. Include an organization chart and the resumes for applicable personnel and their functions.
- Demonstrate any experience you or your professional firm has had working with clients similar in size or purpose, and experience working within the Gateway Region.
- List of at least five (5) References/Clients where similar services were provided within the last five (5) years with contact information. GWMA reserves the right to contact any of the listed clients.
- Provide Billing Rate Schedule.

**MANDATORY FORMAT FOR SOQs:**

1. Cover Letter
2. Table of Contents
3. Company Qualifications
  - This section is a written narrative establishing that the proposer has the ability to satisfactorily perform the required work, the skills, knowledge and understanding of the subject matter. This section is to also include information about the year the firm was founded, form of the organization, firm size, location of offices.
  - Include information of project team, including subconsultants.



- Provide information (short bio) about key personnel.
  - Provide an organization chart, identifying those who will perform work.
  - *Note:* Individual staff resumes may be included, on condition that they are included within the 25-page count limit.
4. Relevant Project Experience and Client Reference
- SOQs shall include a minimum of five (5) relevant projects which your firm or personnel have completed within the last five (5) years. If applicable, indicate if work was done on a multi-jurisdictional basis. Project information is to include project description, year(s) of performance, client name and contact person with telephone number and email address.
5. Project Approach and Understanding (i.e. cost control measures, availability to be on-call, or on an as-needed basis).
6. Billing Rate Schedule
- Specific hourly rates, not a range, are to be provided. The rate noted shall be the maximum compensable rate for the corresponding classification. Rates must include insurance and overhead costs. Prices offered by Consultants in their SOQ are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Consultant agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFQ. No other costs, rates or fees shall be payable to the awarded Consultant for implementation of their SOQ.
  - Provide a billing rate schedule for all proposed sub-consultant firms. No markups are allowed on sub-consultants.
  - Hourly rate charges are to be valid for the term of the agreement.
  - Other Direct Costs (ODCs) are reimbursed at cost. No markups are allowed. Backup documentation is to be included when invoiced. ODCs shall not include charges for computer usage, administrative costs, telephone or facsimiles equipment or use.
  - Mileage rate cannot exceed current IRS rate.

Because GWMA is a regional entity representing many municipalities and water agencies, it is important to focus your SOQ with that in mind.

### **EVALUATION AND SELECTION:**

An Evaluation Committee will evaluate each SOQ to ensure that all requirements have been met. They may recommend the selection of one or more firms depending on the following criteria:

- Demonstrated understanding of the scope of work.
- Specific qualification, experience, skill set fit of the project team.
- Depth of experience in geographical area.
- Quality and comprehensiveness of the SOQ.
- Relevant project experience and client references.

Interviews may be scheduled. Final selection(s) will be made by a majority vote of a quorum of the GWMA Board.



**TERMS AND CONDITIONS:**

The selected firm(s) will be required to sign GWMA's standard Professional Services Agreement attached herein, which includes specified insurance requirements. Individual NTPs will be issued upon acceptance of a proposal for specific services on an as-needed basis.

**COST OF SOQ PREPARATION:**

GWMA shall not be liable for any pre-contractual expenses incurred by any respondent or by any selected consultant. Each respondent shall protect, defend, indemnify, and hold harmless the GWMA from any and all liability, claims or expenses incurred by, or on behalf of any entity, participating in the preparation of the respondent's response to this RFQ. Pre-contractual expenses are defined as expenses incurred by respondents or persons participating in or assisting respondent and the selected consultant, if any, in:

- Preparing the SOQ and related information in response to this RFQ.
- Negotiations with GWMA on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations.
- All other expenses incurred by a respondent/consultant prior to the date of award.

**SUBMISSION INSTRUCTIONS:**

SOQs may be considered non-responsive if they are not complete, do not include all required materials, or do not follow the required format. GWMA is not responsible for SOQs that are lost, damaged, mislabeled or otherwise not received at GWMA by the stated deadline.

All documents submitted in response to the RFQ will become the property of GWMA. Only electronic SOQs will be considered. The respondent(s) should include a contact person and that person's email address in the proposal.

The respondent(s) must submit one submit one **(1) electronic file (.pdf)** of the SOQ via email to: **madelineanderson.gateway@gmail.com** no later than **noon (12:00 PM) PST on Friday, September 8, 2023**. The email subject line should read: **"GWMA 2023 General On-Call SOQ Submittal"**.

Timely submission of SOQs is the sole responsibility of the respondent. All SOQs received after the stated deadline will not be considered. **NO EXCEPTIONS.**

GWMA reserves the right to accept or reject any and all SOQs and to waive any informality or irregularity in any SOQs or in the submission process as deemed by GWMA to be in its best interest. Additionally, GWMA may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. GWMA shall not be obligated to respond to any SOQs submitted, nor be legally bound in any manner by the submission of a proposal.



## **GATEWAY WATER MANAGEMENT AUTHORITY**

16401 Paramount Boulevard • Paramount, California 90723

---

### **REQUEST FOR INFORMATION OR CLARIFICATION:**

For questions regarding this RFQ, submit all inquiries via email to Madeline Anderson at: **madelineanderson.gateway@gmail.com** by **11:00 AM (PST)** on **Wednesday, August 9, 2023**. The email subject line should read: **"GWMA 2023 General On-Call RFQ Questions"**. No Phone calls will be accepted.

Responses to questions will be posted on GWMA's website ([www.gatewaywater.org](http://www.gatewaywater.org)) home page under "GWMA News" by Wednesday, August 16, 2023.

GWMA shall not be responsible for failure to respond to a question or request for clarification and/or comment that has not been properly labeled. Questions received after the stated deadline will not be answered.

### **ADDENDA:**

If the GWMA's Executive Officer, in the Executive Officer's sole discretion, believes there is a need for clarification, the Executive Officer will issue an Addendum. GWMA shall make any changes to the requirements of this request for proposals by written addenda only. Changes to the proposal will be posted on GWMA's website ([www.gatewaywater.org](http://www.gatewaywater.org)) under "GWMA News".



## **GATEWAY WATER MANAGEMENT AUTHORITY**

---

*16401 Paramount Boulevard • Paramount, California 90723*

# **Attachment A**

## **Professional Services Agreement**

# **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is dated and effective \_\_\_\_\_, and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”), a California Joint Powers Authority, and \_\_\_\_\_ (“Consultant”). GWMA and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

## **RECITALS**

A. GWMA desires to retain Consultant as an independent contractor and Consultant desires to provide GWMA with certain professional services described below in accordance with the terms and conditions of this Agreement.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals, employees, and subconsultants (if any).

C. The Parties desire to memorialize the terms and conditions of the Consultant’s services under this Agreement.

## **AGREEMENT**

The Parties agree as follows:

### **SECTION 1. SCOPE OF SERVICES**

Consultant shall provide on-call professional services for GWMA (the “Services”) as described in Consultant’s proposal dated \_\_\_\_\_, which is attached hereto as Exhibit “A.” The Services shall be performed on a per project basis (the “Scope of Work”). Upon request by GWMA, Consultant shall provide a detailed project proposal including scheduling, pricing consistent with any rates included in Exhibit “A,” and any other applicable terms. Consultant shall not commence any specific Services until a specific compensation amount is accepted by GWMA and GWMA authorizes the Consultant to perform the Scope of Work.

### **SECTION 2. TIME FOR PERFORMANCE**

The term of this Agreement shall commence on the effective date of this Agreement as set forth in the preamble and expire on \_\_\_\_\_, unless earlier terminated in accordance with the terms of this Agreement or extended by the Project Manager or GWMA Chair.

### **SECTION 3. STANDARD OF PERFORMANCE**

Consultant’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and regulations. Consultant shall maintain throughout the term of this Agreement all licenses, certifications, registrations or



other similar requirements necessary for Consultant's performance of services under this Agreement.

#### **SECTION 4. OWNERSHIP OF WORK PRODUCT**

Upon delivery, the work product, including, without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this Agreement (collectively "Work Product") are GWMA's property. All copyrights that arise from Work Product shall vest in GWMA. Consultant waives and relinquishes all claims to copyright or other intellectual property rights in the Work Product in favor of GWMA. GWMA's use of the Work Product is limited to the purposes contemplated by the Services and Consultant makes no representation of the suitability of the Work Product for use in or application to circumstances not contemplated by this Agreement. Any alteration or reuse by GWMA of the Work Product on any project other than the Services provided pursuant to this Agreement shall be at GWMA's sole risk, unless GWMA compensates Consultant for such alteration or reuse.

Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, GWMA shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold GWMA, and the other Indemnitees (as defined in Section 8, below) harmless from any and all loss, claim or liability in any way related to a claim that GWMA's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by GWMA is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for GWMA the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for GWMA; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

#### **SECTION 5. COMPENSATION AND METHOD OF PAYMENT**

GWMA shall pay Consultant, for the Services performed based on the proposal/quote received and accepted for each requested Scope of Work.

Consultant shall perform the Services for the amount(s) listed for each Scope of Work. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Project Manager or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the

additional services or the incurrence of additional expenses. Any additional Services authorized by the Project Manager or GWMA Chair shall be compensated at a rate mutually agreed to by the Parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified above. GWMA shall make payment payable to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SECTION 6. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subconsultants, if any, shall be an employee of GWMA or its members by virtue of this Agreement or performance of the Services under this Agreement.

Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the standard of performance.

Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers or employees of GWMA, or agents, except as set forth in this Agreement. Consultant shall not incur or have the power to incur any debt, obligation, or liability against GWMA, or bind GWMA in any manner.

Consultant's employees shall not use position titles that include any reference to GWMA. All correspondence and written documents prepared on behalf of GWMA, including but not limited to letters, memoranda, and emails, shall not identify Consultant's employees as employed by GWMA, and shall not be issued on GWMA letterhead. If Consultant's employees have a business need to identify themselves as an independent contractor for GWMA, then GWMA shall provide them with an official letter stating that they are authorized to perform certain business functions on behalf of GWMA.

## **SECTION 7. CONFLICT OF INTEREST**

Consultant and its officers, employees, associates and sub consultants, if any, shall comply with all applicable conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including, the Political Reform Act (Cal. Gov. Code § 81000, *et seq.*) and Government Code Section 1090.

## **SECTION 8. INDEMNIFICATION**

Indemnities. Consultant shall indemnify, defend and hold harmless GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the terms of this Section 8. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those GWMA agents serving as independent contractors in the role of GWMA officials (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any Claim with counsel of Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

Design Services: If Consultant's Services hereunder include the performance of design professional services by a "design professional" (as defined below), then to the extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA and other Indemnitees from and against any and all Claims, in law or equity, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed the Consultant's proportionate percentage of fault.

For purposes of this Section 8, and in accordance with Civil Code Section 2782(a), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer

pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

The indemnity under this Section 8 is effective regardless of any prior, concurrent, or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees and without reference to the existence or applicability of any insurance coverages that are required under this Agreement or any additional insured endorsements that may extend to the Indemnitees. The indemnity under this Section 8 is in addition to any other rights or remedies that the Indemnitees may have under the law. Payment is not required as a condition precedent to the Indemnitees' right to recover under this Section 8, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees' right to recover under this Section 8. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing these indemnification provisions.

## **SECTION 9. INSURANCE**

Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VII:

"Occurrence Form" Comprehensive General Liability Insurance (at least as broad as ISO Form CG 0001, covering liability on an occurrence basis) providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this Contract, underground hazards, products-completed operations. A per occurrence limit of \$2,000,000 and \$4,000,000 in the aggregate, written, with dedicated limits, on a "per project" basis; and a products-completed operations aggregate limit of at least \$4,000,000. The Consultant's insurance policy shall include or be endorsed to include a "severability of interests" provision ensuring that each "additional insured" is treated as if it is the only insured; and "Occurrence Form" Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0001, Code 1, "any auto" or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by the Consultant (whether owned, non-owned, hired or scheduled). Consultant's insurance policy shall include or be endorsed to include a "severability of interests" provision ensuring that each "additional insured" is treated as if it is the only insured; and

Workers' compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance required by this Section 9 shall apply on a primary non-contributing basis. Any insurance or self-insurance maintained by GWMA, its member agencies, officers, employees, agents, subcontractors or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA and its officers, employees, officials and agents as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA, or shall explicitly allow Consultant to waive Consultant's right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect, insurance policies that meet the requirements of this Section 9, unless otherwise agreed to by GWMA. The procurement of insurance by any subconsultant or other third party hired to perform services under this Agreement shall not relieve Consultant from any duties or liability otherwise arising under this Section 9.

Prior to performance of the Services under this Agreement, Consultant shall file a certificate or certificates of insurance, together with the required endorsements, with GWMA showing that the insurance policies are in effect in the required amounts.

## **SECTION 10. TERMINATION**

Termination by GWMA. The Project Manager or GWMA Chair may terminate this Agreement or any portion of this Agreement or the Services required under this Agreement for any reason on ten (10) calendar days' written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further services except as specified in the notice. Before the date of termination, Consultant shall deliver to GWMA all work product, whether complete or incomplete, prepared or compiled through the date of termination and not otherwise previously delivered to GWMA. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of termination. GWMA shall reimburse Consultant for authorized expenses incurred to the date of termination and not previously reimbursed. Consultant shall not have any other claim against GWMA by reason of such termination.

Termination by Consultant. Consultant may terminate this Agreement on thirty (30) calendar days' written notice to GWMA only in the event of a material default by GWMA, which default GWMA has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

## **SECTION 11. DEFAULT**

Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, GWMA shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

In addition to the right to terminate pursuant to Section 11, if the Project Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, GWMA shall serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, GWMA may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **SECTION 12. ADMINISTRATION**

GWMA's representative for administration of this Agreement, is Grace Kast, or such other person designated in writing by the Executive Officer ("Project Manager"). Consultant's representative for administration of this Agreement is \_\_\_\_\_ ("Consultant's representative"), unless notified in writing by Consultant that additional representatives are authorized.

## **SECTION 13. NOTICES**

Any routine administrative communication between the Project Manager and the Consultant's representative required to be in writing may be made by personal delivery, first class U.S. mail, facsimile transmission or electronic mail. Any other notices, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and GWMA's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section 13. All notices shall be delivered to the Parties at the following addresses:

If to GWMA: Gateway Water Management Authority  
Attn: Traci Gleason  
16401 Paramount Blvd.  
Paramount, CA 90723  
Email: tgleason.gateway@gmail.com

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SECTION 14. WAIVER**

No delay or omission to exercise any right, power or remedy accruing to GWMA under this Agreement shall impair any right, power, or remedy of GWMA, nor shall it be construed as a waiver of, or consent to any breach or default. No waiver of any breach, any failure of a

condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the Party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

#### **SECTION 15. ATTORNEY'S FEES**

In the event that either Party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

#### **SECTION 16. ENTIRE AGREEMENT**

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties.

#### **SECTION 17. MODIFICATION**

This Agreement may be supplemented, amended or modified only in writing and signed by Consultant and the Project Manager or GWMA Chair.

#### **SECTION 18. ASSIGNMENT AND DELEGATION**

Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without GWMA's prior written consent. GWMA's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle GWMA to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

#### **SECTION 19. MODIFICATION**

This Agreement may be supplemented, amended or modified only by a writing signed by Consultant and the Project Manager or GWMA Chair.

#### **SECTION 20. GOVERNING LAW**

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in interpreting this Agreement.

## **SECTION 21. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

## **SECTION 22. CORPORATE AUTHORITY**

Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

## **SECTION 23. TIME OF ESSENCE**

Time is of the essence in each and every provision of this Agreement.

## **SECTION 24. INTEREST OF CONSULTANT**

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement.

## **SECTION 25. EXHIBITS**

Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of Exhibit A, the provisions of this Agreement shall control.

*[SIGNATURE PAGE FOLLOWS]*



The Parties are signing this Agreement on the effective date.

GWMA

Consultant

Los Angeles Gateway Region Integrated (Company Name)  
Regional Water Management Authority

By: \_\_\_\_\_  
Name: Lisa Ann Rapp  
Title: Chair

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Please note: Two signatures required for corporations pursuant to California Corporations Code Section 313.)

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**