



SWEETWATER AUTHORITY

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GOVERNING BOARD

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ROBERTO YANO
ASSISTANT GENERAL MANAGER

February 20, 2024

Subject: DOCUMENT MANAGEMENT SYSTEM AND IMPLEMENTATION SERVICES

Sweetwater Authority (Authority) is seeking experienced, qualified, and professional vendors, companies, firms, or consultants to contract for Document Management System Software and Implementation Services (Project).

Sweetwater Authority encourages participation by local, small and/or disadvantaged businesses.

Persons or entities submitting a proposal in response to this Request for Proposals (RFP) are referred to herein as "Vendor".

Vendors are invited to submit a proposal as described in Proposal Requirements no later than March 12, 2024 as specified further in this RFP.

A. BACKGROUND INFORMATION

The Authority was formed in 1977 as a Joint Powers Agency between the City of National City and the South Bay Irrigation District. Governed by a seven-member Board of Directors, the Authority is a publicly-owned water agency that serves potable water to a population of approximately 200,000 in the City of National City, the western portion of the City of Chula Vista, and the unincorporated areas of Bonita and Lincoln Acres, in San Diego County, CA.

The agency is looking to improve records management, retention, indexing, work flow, document access and retrieval of documents created and utilized by agency staff and citizens. The goal is to implement a system that stores digital documents quickly and effectively for later retrieval by securely defined user or group access. The Authority does not currently use a Document Management System; however, many departments already maintain their records electronically. The Authority is looking to take the existing electronic and paper documents that are stored off site and scan/transfer them into a document management system abiding by our retention schedule.

The Vendor proposal shall provide software, software implementation, data migration services, user training and manuals, offer on-going technical support, software upgrades and annual maintenance to assist the Authority in achieving this goal. The Authority prefers to implement the Project on premises, however the Vendor may include an optional proposal for a Service-as-a-software (SaaS) Project. The SaaS optional proposal would be in addition to the on-premises Project and is not mandatory nor a basis for selection.

B. SCOPE OF WORK

The RFP aims to obtain services for the Project to allow for efficient and timely storage and retrieval of records and information. Additionally, it should enable users to index or if possible to provide metadata for the documents entered into the system.

Core software functionalities include:

- Document imaging, management, indexing and searching
- OCR functionality
- Retention management per the Authority's retention schedule
- Redaction capabilities
- Public facing portal
- Offer functionality such as workflow development, indexing and auditing processes.
- Document archiving
- Security for confidential records, including Personally Identifiable Information (PII) compliance with California Government Code and Regulations 22620.1 through 22620.8, which pertain to Trustworthy Electronic Document or Record Preservation

Core services include:

- Assist authority with implementation planning
- Conversion/migration of electronic files (e.g., documents, images, photos)
- Training
- Customer Support

NOTE: Detailed Project requirements are included in the Sweetwater Authority Requirements Workbook and this workbook is an integral part of this RFP.

Optional Scope of Work (not mandatory nor a basis for selection):

- Digitization of electronic records for importing to the new Document Management Systems (DMS).

C. PROPOSAL REQUIREMENTS

The proposal submitted by a Vendor shall be concise, well organized and demonstrate the Vendor's experience applicable to the requirements of this RFP. A proposal submitted in response to this RFP shall include information in the following order:

1. **Cover Letter** – A signature by a principal or officer having the authority to negotiate and contractually bind and extend the terms of the written proposal. Please provide the following information regarding the Vendor:
 - a) Legal name and address of the Vendor.
 - b) Legal form of the Vendor (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member.
 - c) If the Vendor is a wholly owned subsidiary of a "parent company."
 - d) The name(s), address(es) of office(s), telephone number(s) and email address(es) and other relevant contact information of the person(s) assigned to work on the project.
 - e) The name of the person identified by the Vendor as the project manager.

2. **Executive Summary** – This section of the proposal should provide a concise synopsis of Vendor’s proposal and credentials to deliver the services sought under the scope of work. In addition, it should explain how the proposed solution will differentiate itself from other vendor solutions and the reasons the Authority should select the proposed solution for the Project. This may include a list of the unique features that give the Vendor a competitive edge in the DMS market.
3. **Experience & Qualifications** – Provide a brief description of the Vendor’s history, size, and organization. Describe your experience in implementing government DMS, especially for agencies similar in size to the Authority. Provide a minimum of three examples of similar projects successfully completed within the last two years that demonstrate the required experience to perform the work requested. Identify some examples of your existing client base including the number of clients you provided the services being proposed here.
4. **Project Organization, Approach and Timeline** – Provide a work plan, including major activities and schedule for the project, deliverables and milestone dates. Identify in your work plan high-level tasks and the required resources that will be performed by the firm. Also, outline tasks and resources that will be requested of the Authority. Describe how you will approach each of the tasks outlined in the scope of work, including data requirements and interaction with Authority staff. Describe your implementation and project management methodology and approach to ensure successful implementation. Describe your training methodology and training documentation and how you ensure users are prepared to use the proposed solution.
5. **References** – Include three references from agencies with similar projects referenced above under experience. Each reference must include:
 - a) Client name and contact information
 - b) Brief project description including identifying the software version and modules implemented
 - c) Implementation timeline and “go-live” date
 - d) Implementation cost

D. COST PROPOSAL

The Authority seeks a clear and comprehensive understanding of all costs associated with the proposed solution, implementation, training and ongoing maintenance of the proposed system. The **Sweetwater Authority Requirements Workbook** included as part of this RFP contains a formatted table for the Vendor to provide a cost proposal for the project. Separate from the information provided in the workbook, a listing of billing rates by employee, and a maximum not-to-exceed project fee, inclusive of all direct and indirect costs associated with the project should be included in the RFP.

E. PROJECT SCHEDULE

Provide a detailed project implementation schedule with an estimated project start date of July 1, 2024, and an anticipated 3 to 4-month implementation timeframe, or propose an alternative timeframe based on the firm’s experience with similar efforts. Identify any assumptions used in developing the schedule.

F. OTHER REQUIREMENTS

In this section of the proposal, the Vendor should address the following items in a concise manner:

- Describe ongoing maintenance, release/upgrade, and support services.
- Hours of support (stated in Pacific Time)
- Escalation procedures
- Response time commitments
- Identify if there are solution user groups and/or user conferences
- Provide hardware and database specifications for the proposed solution.
- Describe the frequency that application patches and releases that have been made available within the past two years. In addition, clearly identify the roles and responsibilities of the Authority to complete updates.
- Hardware and software requirements including server operating system
- List of scanning hardware that is required for the solution
- Detail the inherent backup and recovery functionality that is available within the software
- Describe in detail technical support hours and service level agreements.
- Software problem isolation and identification procedures
- How new software is released and installed

G. EXCEPTIONS TO RFP

The Vendor shall certify that it takes no exception(s) to this RFP including but not limited to the Authority's standard Agreement for Services, attached. If the proposed Vendor does take exception(s) to any portion of this RFP and/or Agreement for Services, the specific exception(s) shall be identified and explained in the proposal.

H. PROPOSAL SUBMISSION

A complete Proposal must be delivered electronically via the Authority's secure file transfer system no later than 3:00 p.m. PST on March 12, 2024. Please note the following:

- Proposal must be in PDF format
- Additionally, a completed Sweetwater Authority Requirements Workbook is required and must be submitted in Excel format
- The Authority's File Transfer system web page address is:
<https://sendit.sweetwater.org/filedrop/DMSProject>
- The Proposal and Sweetwater Authority Requirements Workbook must be uploaded and submitted by the deadline. The time stamp on the file received by the system will be used to determine whether the proposal was timely submitted.
- The secure file transfer system will REQUIRE Consultant to set up an account by providing a valid email address. This email address must be validated by the system before it will allow Consultant to upload the proposal document.
- The email address used to register for the system to submit the response will receive a confirmation email when the file is first accessed by Authority staff.

I. ADDITIONAL INFORMATION AND ADDENDA

Interested parties may submit written questions regarding this RFP to Gloria Achutegui, Record Management Specialist at gachutegui@sweetwater.org. Questions must be received no later than 3:00 p.m. PST on **March 05, 2024**. The Authority's responses to any questions will be shared with all other known proposers via e-mail as an addendum.

The Vendor shall confirm in its proposal the receipt of all addenda issued to this RFP. All addenda are posted to the Authority's website at www.sweetwater.org on the Bid Opportunity page. The Vendor is not required to include copies of the actual addenda in its proposal.

The Authority may request additional information or clarification from any or all Vendors after initial evaluation.

J. SELECTION PROCESS

Vendors proposals will be evaluated by Authority Staff and evaluations will be based on the following areas:

- Overall responsiveness of the submitted proposal (15% of total score)
- Experience of the Vendor with similar projects (15% of total score)
- Proposed Document Management System functionality (30% of total score)
- Proposed approach to implement the Project (15% of total score)
- Overall Project Cost (25% of total score)

The Authority's evaluation may include a virtual demonstration of the proposed DMS with Authority Staff. If the Authority requires a virtual demonstration with the most responsive firms, those demonstrations will be scheduled shortly after the deadline submission date. All Vendors selected for a virtual demonstration will be notified as soon as possible. However, the Authority reserves the right to select a Vendor's proposal and make an award based solely on the written Proposals.

The Authority will negotiate the final scope of work, fee, project schedule and contract terms with the selected Vendor.

K. DISCLAIMER

- This RFP does not commit the Authority to enter into an agreement for services, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services or supplies.
- The Authority reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed; the Authority may reject any proposals which do not conform to the instructions herewith.
- The Authority reserves the right to negotiate all final terms and conditions of any agreement entered into. Nothing in the RFP shall be deemed to commit the Authority to engage any Vendor.
- Selected Vendor will be required to complete a survey on the security aspects of the proposed DMS.

Should you have any questions, please contact Gloria Achutegui, Record Management Specialist at (619) 409-6771 or gachutegui@sweetwater.org.

Thank you for your interest.

Sincerely,
Leslie Payne
Director of Administrative Services

ATTACHMENTS:

Attachment A. Standard Agreement for Professional Services
Attachment B. Sweetwater Authority Requirements Workbook

Attachment A.

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY**

[CLICK & TYPE CONSULTANT NAME**]**

This Agreement is made and entered into this [] day of [] 20 [] by and between SWEETWATER AUTHORITY (hereinafter referred to as the "Authority"), a joint powers agency operating under the Irrigation District Law, Water Code § 20500 et seq., and **[**CLICK & TYPE CONSULTANT NAME**]** (hereinafter referred to as "Consultant").

RECITALS

- A. The Authority is a public agency of the State of California and is in need of professional services for the following project: **[**CLICK & TYPE PROJECT NAME**]** (hereinafter referred to as "the Project").
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The parties desire by this Agreement to establish the terms for the Authority to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

1.1 Consultant shall provide the Authority with the services described in the Scope of Services attached hereto as Exhibit "A" and by this reference incorporated herein ("Services"). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner.

1.2 At any time during the term of this Agreement, the Authority may request changes in the Scope of Services, and any such change shall be processed by the Authority in the following manner: a letter outlining the changes shall be forwarded to the Authority by Consultant with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by the Authority and executed by both parties before performance of such services or the Authority will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

2. Compensation

2.1 Subject to paragraph 2.2 below, the Authority shall pay for such Services in accordance with the Schedule of Charges set forth in Exhibit "B" and by this reference incorporated herein.

2.2 Unless otherwise provide herein, Consultant will perform services on a time and material basis. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit "A" exceed the sum of \$**[**CLICK & TYPE AMOUNT**]**. Periodic payments shall be made within thirty (30) days of receipt of an undisputed statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis.

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2.3 Payment shall not constitute acceptance of any work completed by Consultant.

3. Time of Performance

3.1 Consultant shall perform its services hereunder in a prompt and timely manner, in accordance with the Activity Schedule shown in Exhibit "C," and shall commence performance upon receipt of the written Notice to Proceed from the Authority. The Notice to Proceed shall set forth the date of commencement of work. Consultant shall confer as requested with Authority representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

3.2 Neither the Authority nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, or judicial restraint.

3.3 Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

4. California Labor Code Requirements

4.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Authority, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

4.2 If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

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5. Standard of Care

Consultant's services will 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 the profession currently practicing under similar conditions.

6. Insurance

["SWA RISK MANAGER TO REVIEW INSURANCE LIMITS PROJECT BY PROJECT BASIS**"]
["**ESPECIALLY THE REQUIREMENT THROUGHOUT TO MAINTAIN THE INSURANCE FOR
"24 months following the effective date of the project completion"**"]**

6.1 Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract and for a minimum of twenty-four (24) months following the date of the Project completion and acceptance by the Authority, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

6.2 Coverage: Coverage shall be at least as broad as the following:

6.2.1 Commercial General Liability (CGL): Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per 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 (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the Authority) or the general aggregate limit shall be at least twice the required occurrence limit or Four million dollars (\$4,000,000).

(a) **Required Provisions**: The General Liability policy must contain, or be endorsed to contain, the following provisions:

(i) **Additional Insured Status**: Authority, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

(ii) **Primary Coverage**: For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Authority, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Authority its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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6.2.2 ****SWA RISK MANAGER TO DETERMINE IF NEEDED **]** Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of **one million dollars (\$1,000,000)** for bodily injury and property damage each accident.

6.2.3 Workers' Compensation Insurance - As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with **limit of no less than \$1,000,000** per accident for bodily injury or disease. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

(a) **Waiver of Subrogation:** The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Authority for all work performed by Consultant, its employees, agents and sub-consultants. The Insurer(s) agree to waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of the policy which arise from work performed by the Consultant; but this provision applies regardless of whether or not the Authority has received a Waiver of Subrogation from the insurer.

6.2.4 Professional ****SWA RISK MANAGER TO DETERMINE IF NEEDED **]** Liability - (Also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

- (a) **If Claims Made Policies:**
- (i) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - (ii) Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years after completion of the contract of work.**
 - (iii) If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

6.2.5 ****FOR TECHNOLOGY VENDOR-PROVIDERS **]** Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions) - limits not less than **\$2,000,000 per occurrence** or claim, and **\$2,000,000 aggregate** or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach

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response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

6.3 Other Required Provisions

6.3.1 If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Authority requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

6.3.2 Policy limits shall not be less than the minimum limits described above. The limits of insurance required by this Agreement may be satisfied by a combination of primary, and umbrella or excess insurance. Each umbrella or excess policy shall follow the same provisions as the primary policy.

6.3.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority its Board and each member of the Board, its officers, employees, agents, and the Authority's designated volunteers.

6.3.4 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.5 Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Authority.

6.4 Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared to and approved by the Authority. The Authority may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6.4.1 At the election of the Authority, Consultant shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

6.4.2 Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Authority.

6.5 Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California and maintain an agent for process within the state, unless waived, in writing, by the Authority Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A: VII or better, or as otherwise approved by the Authority Risk Manager.

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6.6 Verification of Coverage - Consultant shall furnish the Authority with certificates (Acord Form 25 or equivalent) and amendatory endorsements, declarations page(s) listing all policy endorsements or copies of the applicable policy language effecting coverage required by this Agreement. Blanket endorsements are accepted with language that states "as required by contract". All certificates and endorsements are to be received and approved by the Authority before work commences.

6.6.1 Such evidence shall include the following:

- (a) Additional insured endorsements with primary & non-contributory wording for each policy providing General Liability coverage
- (b) Workers' Compensation waiver of subrogation

6.6.2 All of the insurance shall be provided on policy forms and through companies satisfactory to the Authority. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Authority reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

6.7 Continuation of Coverage - Consultant shall, upon demand of the Authority deliver evidence of coverage showing continuation of coverage for **not less than 24 months for all policies, and not less than (5) years for claims made policies,** following the termination or completion of this Agreement. Consultant further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the Authority to the Authority at least ten (10) days prior to the expiration date. Failure to continually satisfy the Insurance requirements is a material breach of contract.

6.8 Sub-Consultants - In the event that Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be Consultant's responsibility to require, verify and confirm that each sub-consultant meets the minimum insurance requirements specified above. Consultant shall, upon demand of the Authority, deliver to the Authority copies such policy or policies of insurance and the receipts for payment of premiums thereon.

6.9 The Authority reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

7. Indemnification

7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of the Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Consultant's

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Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

7.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the Authority, Consultant's obligations shall be reduced in proportion to the established comparative liability of the Authority and shall not exceed Consultant's proportionate percentage of fault.

8. Termination or Abandonment

8.1 The Authority has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, the Authority shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, and other documents produced or developed for that portion of the work completed, and/or being abandoned. The Authority shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the Authority and Consultant of the portion of such task completed but not paid prior to said termination. The Authority shall not be liable for any costs other than the charges or portions thereof, which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

8.2 Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to the Authority only in the event of substantial failure by Authority to perform in accordance with the terms of this Agreement through no fault of Consultant.

9. Compliance with All Laws.

9.1 Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9.2 Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). All documents (including but not limited to plans, specifications, and other technical documents, if applicable) prepared by Consultant pursuant to this Agreement shall be compliant with all applicable requirements of the ADA.

9.3 Consultant shall assist the Authority in obtaining and maintaining all permits required by federal, state, and local regulatory agencies.

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9.4 Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of its services or operations performed under this Agreement.

10. Organization

Consultant shall assign "****CLICK & TYPE PM NAME****" as the Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Authority.

11. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the Authority.

12. Job Site Responsibility.

If the services covered by this Agreement involve a construction phase of the Project, the Authority agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the responsibility of the construction contractor.

13. Assignment and Subconsultants

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

14. Conflicts of Interest

Identify all existing and past financial relationships (including consulting agreements) between ****CLICK & TYPE CONSULTANT NAME**** and members of the Authority's Governing Board, and entities for which said members are employed, or have an interest, both past and present.

15. General Provisions

15.1 Independent Consultant. Consultant is retained as an independent consultant and is not an employee of Authority. No employee or agent of Consultant shall become an employee of the Authority. The work to be performed shall be in accordance with the work described in Exhibit "A," subject to such directions and amendments from the Authority as herein provided.

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND**

****CLICK AND TYPE CONSULTANT NAME****

15.2 Notice. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

Authority:
SWEETWATER AUTHORITY
505 Garrett Ave
Chula Vista, CA 91910

Consultant:
****CLICK & TYPE ADDRESS****
****CLICK & TYPE COMPANY****

Attn: ****CLICK & TYPE MANAGER****

Attn: ****CLICK & TYPE CONTACT****

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

15.3 Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render other provisions of this Agreement unenforceable, invalid or illegal.

15.4 Integration. This Agreement represents the entire understanding of the Authority and the Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties hereto. This is an integrated Agreement.

15.5 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

15.6 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

15.7 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and Consultant.

15.8 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by the Authority pending settlement of the dispute.

15.9 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND**

【CLICK AND TYPE CONSULTANT NAME**】**

SWEETWATER AUTHORITY

【CLICK & TYPE NAME**】**

By: _____

By: _____

(Authorized Representative of Consultant)

Name: Carlos Quintero

Name: **【**CLICK & TYPE NAME**】**

Title: General Manager

Title: **【**CLICK & TYPE TITLE**】**

Dated: _____

Dated: _____

Approved as to form: (only required when contract template is modified)

Paula C. P. de Sousa
Legal Counsel
SWEETWATER AUTHORITY

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND**

[CLICK AND TYPE CONSULTANT NAME**]**

**EXHIBIT "A"
SCOPE OF WORK**

[CLICK & INSERT PROPOSED SCOPE OF WORK**]**

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND**

[CLICK AND TYPE CONSULTANT NAME**]**

**EXHIBIT "B"
SCHEDULE OF CHARGES**

**AGREEMENT FOR SERVICES
BETWEEN SWEETWATER AUTHORITY
AND**

[CLICK AND TYPE CONSULTANT NAME**]**

**EXHIBIT "C"
ACTIVITY SCHEDULE**