

REQUEST FOR QUALIFICATIONS (RFQ) FOR 2014 PROFESSIONAL LAND SURVEYING SERVICES ON-CALL LIST

I. OVERVIEW

The District is seeking qualified firms to provide Professional Land Surveying Services on an as-needed basis. See Exhibit A for a more complete description of Scope of Services.

This On-Call List will be for services not to exceed \$100,000 for an individual project, with a cap of **\$100,000** during any fiscal year. If a firm is selected to be on the On-Call List, it will execute a Master Agreement with the District that will cover term, insurance, indemnity, task orders and other global issues. During the term of this agreement, each firm may have the opportunity to submit proposals for various projects. The scope of work for projects will be defined in Task Orders issued by the District. Acceptance of a firm's proposal will be in the form of an Assigned Task Order. The Assigned Task Order will establish the individual project scope, schedule, deliverables and cost. The scope of work and fee for individual Assigned Task Orders can be approved by the General Manager-Chief Engineer. Execution of the Master Agreement by a firm and/or the submission of proposals for Task Orders does not guarantee the award of any Assigned Task Orders.

The term of the Master Agreement will be: a) three years from the date of execution; or b) the required date for completion of an Assigned Task Order, provided that said Task Order was assigned prior to the contract expiration date. A sample Master Agreement has been included in Exhibit C.

All qualification documents shall be submitted by the interested firms to the District by **January 9, 2014 at 4:00 p.m.** If there is any revision to the RFQ, an addendum will be issued and made available to all firms receiving RFQ documents. Late qualification documents will not be accepted.

II. SELECTION SCHEDULE

The tentative schedule and sequence of this RFQ is as follows:

Issuance of this RFQ to prospective firms	December 9, 2013
Deadline for Submission of Questions (SOQ) to the District	December 16, 2013
Responses to Questions (to be posted on District website www.rcflood.org)	December 24, 2013
Deadline for Submission of SOQ	January 9, 2014
Notification to firms	January 30, 2014
Approval of the Pre-Qualified List by District Board of Supervisors	To be determined

III. **FORMS**

This RFQ including attachments can be viewed and downloaded from the District's website at [http://rcflood.org/Documents/2014 On-Call Professional Land Surveying Services RFQ.pdf](http://rcflood.org/Documents/2014%20On-Call%20Professional%20Land%20Surveying%20Services%20RFQ.pdf).

IV. **POLICY AND PROCEDURES**

- Firms shall specify which Services they wish to provide by checking the appropriate boxes in the Scope of Services provided in Exhibit A of this RFQ.
- Firms are encouraged to carefully review this RFQ in its entirety prior to preparation of their SOQ. All documents must be submitted in accordance with the standards and specifications contained within this RFQ.
- An SOQ may be considered non-responsive if conditional, incomplete, or if it contains alterations of forms, additions not called for, or other irregularities that may constitute a material change to the RFQ.
- Any firm who wishes to make modifications to a proposal already received by the District must withdraw his/her SOQ in order to make the modifications. All modifications must be made in ink, properly initialed by the firm's authorized representative, executed and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the firm to ensure that the modified SOQ is resubmitted before the SOQ submittal deadline.
- Firms may withdraw their SOQ at any time prior to the due date and time by submitting a notification of withdrawal signed by the firm's authorized agent. The SOQ cannot be changed or modified after the date and time designated for receipt.
- Only work products specifically identified as "proprietary" will be considered confidential.
- The District reserves the sole right to judge the firm's representation, either written or oral.
- The District may at its option, invite one or more of the firms to make a presentation to an evaluation committee before a final selection is made.
- This solicitation does not commit the District to award any work nor to pay any cost incurred with the preparation of the SOQ. Firms to this RFQ will be solely responsible for all expenses incurred during the selection process.
- The District reserves the right to accept or reject any or all SOQs received in response to this request or cancel in whole or part this proposal process if it is in the best interest of the District to do so.
- Respondents should note that inclusion of any firm on the List and any agreements made pursuant to the List are dependent upon the recommendation of the District and the approval of the District's Board of Supervisors.
- The District may require any evidence it deems necessary relative to the Respondent's financial stability before any contract is awarded.
- The District reserves the right to request clarification of information submitted and to request additional information from any Respondent.

V. **STATEMENT OF QUALIFICATION FORMAT**

- A. Access to a full version of Adobe Acrobat is necessary to meet these requirements. Respondents must submit one (1) **original** paper copy with original signatures **and** one (1) **electronic** (CD) copy.
- B. Electronic SOQ copies must be submitted in Adobe Acrobat (PDF) format, on a CD. Each CD copy must contain one (1) text searchable PDF file that incorporates the complete SOQ (including sub-discipline(s), if applicable). Multiple PDF files on one CD shall not be accepted. Submit the CD in a jewel case, include firm name clearly printed on the top surface label of the CD and on the jewel case cover.
- C. Upon review of the SOQ, the District may require corrections. Therefore, please follow all instructions carefully. If you are asked to make corrections, we will require you to provide a new SOQ; both paper and PDF versions.

SOQs must be delivered to: Riverside County Flood Control
and Water Conservation District
Attention: William R. Hofferber, Jr.
RFQ Land Surveying Professional Consultant On-Call List
1995 Market Street
Riverside, CA 92501

Printed SOQs shall be stapled, not bound. Neither plastic covers nor tabbed dividers are acceptable as part of your SOQ.

- The SOQ shall be brief and concise, containing no more than 25 pages of material (excluding section dividers).
- The SOQ shall be organized in separate sections, separated by individual sheets labeled "A" through "E" with corresponding headings as described in Section VI.
- Paper size to be 8.5" x 11".
- Font size used for all documents (except the organizational chart and examples of similar work product) to be a minimum of 12 point.

VI. **SOQ CONTENT**

The SOQ must show the capacity to perform Professional Services as defined herein and outlined in the Scope of Services (Exhibit A). Each SOQ must include a completed SOQ Questionnaire and all attachments.

Each SOQ shall be organized in separate sections, separated by sheets labeled "A" through "E" with corresponding headings in the order presented below:

A. **Statement of Qualifications Questionnaire**

This section shall include the Scope of Services and Checklist (Exhibit A) and the completed two-page Statement of Qualifications Questionnaire (SOQQ) included as Exhibit B.

Scope of Services - Clearly identify which services the firm is qualified for and has experience in performing by checking the appropriate box. The firm **MUST** show ability to perform Professional Land Surveying Services as defined in the Scope of Services attached as Exhibit A. Qualifications and experience for each task selected on the Scope of Services Checklist (Exhibit A) must be substantiated via the information provided in Sections B, C and D of the SOQ, as described below.

B. Firm and Staff Experience

The firm shall provide the following information:

- Submitting firm shall have a California Licensed Land Surveyor in responsible charge of all survey work performed under this Agreement in accordance with the Professional Land Surveyors Act, Chapter 15, Article 3, Section 8726 and/or a Registered Civil Engineer authorized to perform land surveying under Section 8731 of the aforementioned Act. The person in responsible charge shall be a staff employee and not a consultant or contract employee for the submitting firm.
- Organizational chart and staffing plan identifying key personnel and related support staff that will be available to perform and/or assist with the tasks selected on the Scope of Services Checklist (Exhibit A). This information shall be provided on a single page for each task selected on the Scope of Services Checklist (Exhibit A).
- Listing with job titles and resumes of key personnel that will be available to perform the tasks selected on the Scope of Services Checklist (Exhibit A). Resumes shall highlight title, education, licenses (issue and expiration dates), relevant experience within the last five (5) years, and other qualifications for the services described in this RFQ. Each resume shall be no longer than two pages (or one double-sided page), and together with the other requirements of the SOQ is subject to the maximum number of pages identified in Section VII.

C. Record of Past Performance

The firm shall provide an overview list of applicable projects worked on within the last five (5) years that are most relevant to the tasks selected on the Scope of Services Checklist (Exhibit A). The firm shall provide no more than 12 examples using no more than a half page for each project. The following information shall be provided for each project:

- Project Name
- Brief Project description (one paragraph at most)
- Services provided
- Client name
- Client contact name, telephone number and email address

In addition, each firm shall provide one page project reference summaries as follows:

- The firm may choose up to three (3) projects for each task selected in the Scope of Services Checklist (Exhibit A) that best demonstrate the firm's qualifications to conduct the services selected.

Project reference summaries should be in a narrative format, not to exceed one (1) page per project, and should be for projects similar to the services proposed for this SOQ. Each project summary sheet must have the page number (i.e., 1 of 3; 2 of 3; etc.) on the top right hand corner. Summaries must include the following information:

1. The name of the firm on the top center of each summary.
2. State whether the firm was the Prime Consultant or a Sub-Consultant.
3. The specific tasks of work from the Scope of Services that the project addresses.
4. Name, address and current phone number of the client for which the firm provided the service, as well as a client contact person with personal knowledge of the project.
5. Name of the project.
6. Approximate dates of the beginning and completion of the services performed by the firm.
7. Describe the services the firm performed relative to the scope of services selected.
8. Describe any special problems or difficulties encountered and how they were resolved.
9. Discuss the project's cost control, including but not limited to the following information:
 - a. Total fee for firm's services on this project.
 - b. Were the firm's project services satisfactorily completed within the original negotiated fee? Within the contract term? If not, please explain.
10. Discuss the project schedule and time control issues.
11. Was your client satisfied with the firm's performance? Please explain.

NOTE: The District, at its option, may contact other firms or agencies for additional information. Failure to provide accurate contact information, adequate information or project reference summaries may be cause for rejection of your submittal as being non-responsive.

D. Other Resources

The following information is requested. This information should be in a narrative format, not to exceed two (2) pages:

1. The firm name shall appear on the top center of each page under the heading "Other Resources".
2. Briefly discuss the firm's computer hardware and software capabilities, including but not limited to:

- a. Word processing, scheduling, estimating, financial calculations, and spreadsheets, etc.
 - b. Graphics, design, modeling, drafting, plan production, video imagery, perspectives, etc.
3. Briefly describe the firm's printing and reproduction capabilities, including but not necessarily limited to printers, plotters and copiers.
 4. Indicate other in-house specialized equipment the firm possesses which may include, but not necessarily be limited to audio-visual capabilities, other computer hardware and software, mainframe system, scanner, digitizer, etc.
 5. List any other resources you feel would be pertinent to the services the firm proposes.

Explain how the firm will accomplish tasks selected from the Scope of Services Checklist which would typically require any of the items discussed in 1, 2, 3 or 4 above, which the firm does not possess.

E. **Certificate of Insurance**

Respondent shall state herein the willingness and ability to provide the required insurance coverage and accord insurance form. Insurance requirements are listed below and in the Sample Consulting Services Agreement (Exhibit C). The District shall request the actual insurance form when recommendation for award is made.

- General Liability = **\$1,000,000**
- Vehicle Liability = **\$1,000,000**
- Worker's Compensation Insurance covering all of the Consultant's employees shall be furnished in accordance with the Statutory Requirements of the District and shall include Employer's Liability Insurance with a limit of **\$1,000,000** for each accident for bodily injury or disease
- Professional Liability or Errors and Omissions = **\$1,000,000 per occurrence/\$2,000,000 annual aggregate**

VII. **EVALUATION CRITERIA & POST-EVALUATION PROCESS**

Each SOQ will be given a thorough review by a committee of District staff. The committee will evaluate your qualifications for inclusion on the List. At the option of the District, certain firms may be selected for interviews to clarify their respective qualifications.

For questions or clarification, please contact Jim McNeill of this office at 951.955.4409.

A. **Evaluation**

The evaluation criteria to be used in the selection process will include, but are not limited to the following:

1. The following criteria will first be used on a Pass/Fail Basis.

- a. The District's date-time stamp will serve as the determining factor on time of receipt of any inquiries. **Any submittals stamped as received after January 9, 2014 at 4:00 p.m. will be rejected.**
 - b. SOQ documents that do not adequately address each of the requirements of Section VI may be rejected as non-responsive.
2. For firms passing the first step, a committee comprised of District staff will make a detailed evaluation of all submitted SOQ packages and recommend a list of pre-qualified firms to the General Manager-Chief Engineer. Firms will be evaluated based on:

Relevant Experience, Technical Competence and Past Performance - Specialized experience, expertise, past performance and competence, that qualify a firm to perform the services described in the Scope of Work for the selected consultant On-Call List. Evaluation will include consideration of past performance on projects in terms of cost control, quality of work, and compliance with performance schedules and standards. Client references for past projects are expected. The firm shall have the ability and willingness to respond to District requirements.

Personnel, Technical Competence and Qualifications - Education, experience, training and skills of key personnel assigned to provide the services. Greatest weight given to key personnel's experience in scope of work similar to the service requested in this RFQ.

Support Resources - Adequate support resources as applicable to the tasks selected on the Scope of Services Checklist, and may include computer hardware and software, and special equipment.

Location/Local Experience - Location of the office(s) of the project manager and project staff, and familiarity with local environment, including the policies and procedures of District, County and other local agencies

Please note that at the time firms are chosen from the established List for a specific Task Order, additional criteria will be applied to select the most qualified firm for the specific Task Order under consideration. These criteria may include, but are not limited to available personnel, project-specific considerations and evaluation of references.

B. Post Evaluation Process

The committee will make a recommendation for inclusion on the List based on qualifications, demonstrated competence and technical response to the RFQ. If the District's General Manager-Chief Engineer approves the recommendation of the committee, then the Lists will be submitted to the District's Board of Supervisors for consideration and approval. Once the List is approved by the District's Board of Supervisors, the selected firms will be expected to enter into a Master Agreement with the District.

The District reserves the sole right to select any one of the pre-qualified firms for a specific task assignment(s) or on-call services. The District is not obligated to select a firm to perform any work over the term of the Lists. The selected firms may be invited to submit subsequent proposals for specific services as requested by the District. **Execution of a consulting services agreement does not obligate the District to assign tasks or projects to a firm.**

VIII. CONFLICT OF INTEREST

Prospective firms shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the District. This obligation shall apply to each firm's employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein.

The firm's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing in, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

IX. FREQUENTLY ASKED QUESTIONS

Does the SOQ require that the firm list sub-consultants?

No. The SOQ does not require a list of sub-consultants. At the time that the List is utilized for a specific task, it is understood that the firm will organize a team to meet the needs of the specific Task Order, if necessary. At that time, the firm will be expected to offer a list of sub-consultants for the specific Task Order. Sub-consultant information is optional, as a means to portray a team for a typical project.

Why is there a requirement to submit an exact duplicate of the SOQ in PDF format on a CD and that the size of the PDF file shall not exceed five (5) megabytes?

The SOQ will be emailed to the review committee. Email capacity is limited.

How will the List operate?

The District anticipates awarding Master Agreements and subsequent Task Orders to a number of firms on the List on an "on-call" or "as needed" basis, however, the District reserves the right to cancel this procurement process at any time. Inclusion of a firm on the Board of Supervisors approved List, or even the execution of a Master Agreement for "on-call" or "as needed" support services does not guarantee work.

When the District requires consultant services, the District, at its sole discretion, will determine whether to submit the Task Order to one or more listed firms. Each invited firm will be emailed the scope of services and may be asked to appear for an informal interview. Factors affecting the number of firms that will be asked to interview for a given Task Order include estimated overall project cost, time constraints, schedule, contracting status and appropriateness of the task to specific qualifications of firms.

The District may then, at its discretion, either directly select one of the firms to perform the work, or request one or more additional firms to interview. Once a firm is selected to propose, the District will request the selected firm to submit a detailed proposal, including a scope of work, cost estimates, schedules and other pertinent information for the proposed Task Order. Based on the District's evaluation of the selected firm's proposal, the District may choose to issue an Assigned Task Order to the firm; reject the firm's responses and extend the opportunity to respond to the proposed Task Order to additional firms; ask for further clarifications to the firm's responses; or opt not to issue the Task Order. The District will endeavor to distribute Task Orders among firms on the List as work appropriate to their qualifications arises.

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Statement of Qualification Questionnaire
- Exhibit C – Consulting Services Agreement
- Exhibit D – SOQ Package Checklist

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EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

1. Conventional Land Surveying Services

The consultant shall provide on-call land surveying services on an as-needed basis as directed by the District's Chief of Surveying and Mapping Division. Consultant staff may work independently or work in teams, which may be led by District staff, and will be required to provide direct assistance to District Survey staff during times of peak activity. Services shall meet the applicable requirements of the District and accepted industry standards. Type of work will include, but not be limited to, preliminary design surveys, construction staking, layout, as-built surveys, and control surveys. Survey support services will likely include, but not be limited to, the following:

- Establishing and maintaining survey control points and benchmarks
- Document the location and type of existing structures and utilities
- Provide construction staking for various types of work including the following: site grading operations, channels, bridges, stormwater pipeline and dam construction, and utility infrastructure
- Calculation of earthwork quantities
- Final as-built surveys along with related documentation
- Preparation of easements, dedications, and leases
- Preliminary design surveys of District infrastructure
- Establishing control for aerial surveys based upon District provided flight plan and requirements
- Topographic surveys in support of Engineering Design
- Review, comment, and red-line provided legal descriptions and exhibits in accordance with District specifications

2. Optional Services

The District may call upon firms to provide optional services such as terrestrial and mobile scanning, photogrammetry, Geo-Automation, and hydrographic surveys.

All data submitted shall be processed and formatted using Bentley MicroStation to the parameters provided, and in the version specified by the District. For all preliminary projects, the consultant shall use the District data collection feature code table specifically provided or design software specified and agreed upon by consultant and the District.

3. Checklist

Please check the applicable boxes below for the tasks that the Consultant can perform.

- | | | |
|---------|--------------------------------------|--------------------------|
| Task 1: | Conventional Land Surveying Services | <input type="checkbox"/> |
| Task 2: | Optional Land Surveying Services | <input type="checkbox"/> |

EXHIBIT B

STATEMENT OF QUALIFICATION QUESTIONNAIRE

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

**2014 PROFESSIONAL LAND SURVEYING SERVICES
ON-CALL LIST**

STATEMENT OF QUALIFICATION QUESTIONNAIRE (SOQQ)

INSTRUCTIONS

Fill out one questionnaire and attach one copy of the Scope of Services (Exhibit A). The descriptions for Scope of Services can be found in Exhibit A to the Request for Qualification (RFQ). Electronically print or use black ink and print legibly. Use additional sheets if space provided is not adequate. Indicate to which page and item the additional information refers. If a questionnaire is altered, is incomplete and/or does not include the required attachments, the SOQ may be rejected for non-responsiveness.

The firm is applying for the 2014 Professional Land Surveying Services On-Call List, as defined in the RFQ.

Firm's Legal Name: _____

Firm's Legal Address: _____

(City)

(State)

(Zip)

Principal Telephone No.: _____ Principal Fax No.: _____

Web Address: _____

Firm is (check one): Partnership Sole Proprietorship Other _____

Address from which contract shall be serviced:

(City)

(State)

(Zip)

Project Manager responsible for the Consultant Firm's service, delivery, execution and performance of projects:

Project Manager: _____

Telephone No.: _____ Ext.: _____ Fax No.: _____

Email Address: _____

CA Registration No. (If applicable): _____

Expiration Date (If applicable): _____

Check here and stop if Project Manager is the same at the Contact Person.

Contact Person: _____

Telephone No.: _____ Ext.: _____ Fax No.: _____

Email Address: _____

STATEMENT OF COMPLIANCE

CONSULTING SERVICES AGREEMENT TERMS AND CONDITIONS

The respondent shall read the Required Insurance and Indemnification (Sections 13 and 14) language of the Consulting Services Agreement attached as Exhibit C. The respondent shall note that ability and willingness to respond to District requirements is a partial basis for selection for placement on the list.

INSURANCE		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	<p>By checking "Yes" the respondent is affirming that it has read and is both able and willing to provide the required insurance as described in Exhibit C. The District will request the actual insurance form when recommendation for award is made.</p> <p>If "No" is selected, the respondent shall attach an explanation. This explanation shall clearly indicate what alternate coverage can be provided and explain what impact the proposed alternate has on the services to be provided.</p>

INDEMNIFICATION		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	<p>By checking "Yes" the respondent is stating willingness to comply with the indemnification requirements as described in Exhibit C.</p> <p>If "No" is selected, the respondent shall attach a list of exceptions. This list of exceptions must include suggested rewording/changes, reasons for submitting the proposed exception, and any impact the proposed exception may have on the services to be provided.</p>

SIGNATURE

THE FOREGOING, AND INFORMATION IN ALL ATTACHMENTS, IS TRUE AND CORRECT:

Signature of authorized person preparing this SOQ for Consultant:

Signature: _____

Date: _____

Printed or Typed Name and Title: _____

EXHIBIT C

Consulting Services Agreement

CONSULTING SERVICES AGREEMENT
FY 2013-14 to FY 2015-16

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and _____, hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT

CONSULTANT shall provide on-call professional land surveying services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide land surveying related services in support of DISTRICT's needs as further described in the "Scope of Services", attached hereto as Attachment "A" and made a part hereof on an "on-call" basis. During the term of this Agreement, CONSULTANT may be invited to submit proposals for some of the various services listed in Attachment "A" as requested by DISTRICT and be assigned subsequent Task Orders, the form of which is Attachment "B" hereto. CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).

By entering into this Agreement, CONSULTANT assumes responsible charge of the work pursuant to Section 8726 of the Professional Land Surveyors Act; Chapter 15 of Article 3 of the Business and Professions Code, and shall be wholly responsible for the completeness and accuracy of all data, technical studies, reports prepared pursuant to this Agreement, and shall check all such material accordingly.

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a representative who shall act as DISTRICT'S Project Manager ("Project Manager"). DISTRICT shall provide written notice to CONSULTANT of any change in Project Manager assignment for a given Task Order.

B. CONSULTANT'S Representative

CONSULTANT shall appoint a designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT'S Representative shall be available to DISTRICT'S Project Manager at reasonable times. CONSULTANT may appoint another person as Representative upon written notice to DISTRICT.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify its Key Personnel who will perform each assigned Task Order to DISTRICT'S Project Manager. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall become effective on the date the Agreement is executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the

required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2015 and completed by June 30, 2016.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed under this Agreement in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this Agreement shall not exceed one hundred thousand dollars (\$100,000) in any fiscal year and shall not exceed the sum of three hundred thousand dollars (\$300,000) over the entire term of this Agreement.

6. PAYMENTS

Payments shall be made in accordance with the Compensation/Fee Rate Schedule attached to the approved Task Order. Progress payments, if permitted in the approved Task Order, shall be processed no more than once per month. Upon satisfactory performance of CONSULTANT'S services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT'S receipt of CONSULTANT'S appropriate invoices. DISTRICT shall not pay interest or finance charges on any outstanding balance(s). CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify the invoices of CONSULTANT. All invoices shall itemize charges to conform to the Compensation/Fee Rate Schedule negotiated for the task order. DISTRICT shall notify CONSULTANT of any disputed amounts on invoice within thirty (30) days of receipt.

7. PROJECT PERFORMANCE

A. Commencement of Services

CONSULTANT shall commence performance of the services for each Task Order upon receipt of DISTRICT'S approved Task Order.

B. Time of Completion

Time is of the essence in the performance of this Agreement. CONSULTANT shall complete services in accordance with the schedule(s) set forth in the approved Task Order(s).

8. LICENSES – CONSULTANT, its employees, agents, contractors and subcontractors shall possess appropriate federal and/or state permits and maintain professional licenses required by the applicable Federal, State and local regulations at all times while performing services under this Agreement.

9. STANDARD OF CARE

While performing the services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT'S profession practicing in the State of California, and shall use reasonable diligence and best judgment while exercising CONSULTANT'S professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement and to fully and adequately complete each approved Task Order.

10. ERRORS AND OMISSIONS

In the event CONSULTANT'S data, technical studies, reports or any work products contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in

CONSULTANT'S data, technical studies, reports or any work products, such additional expense shall be borne solely by CONSULTANT.

11. NOTICES

Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Chief of Surveying and Mapping Division	CONSULTANT Address City, State Zip Attn: @
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12. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation

If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed

to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

B. Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, employees, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors,

officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as additional insureds.

D. Professional Liability

CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions – All Lines

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
- b. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds

\$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with: 1) a properly executed original certificate(s) of insurance and original certified copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or original certified policies, including all

endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- d. It is understood and agreed by the parties hereto that CONSULTANT'S insurance shall be construed as primary insurance, and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.
- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

h. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

13. INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONSULTANT'S (including its officers, employees, subcontractors and agents) actual or alleged negligent, reckless or willful misconduct, acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of any kind or nature whatsoever.

CONSULTANT shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of CONSULTANT'S indemnification requirements, CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such claim, proceeding or action without the prior consent of DISTRICT; provided, however, that such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification obligations to DISTRICT.

CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving DISTRICT from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) or the County of Riverside to the fullest extent allowed by law.

14. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, computer files, field notes, drawings, logs, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, computer files, field notes, drawings, logs, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto

understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

15. TERMINATION

At any time during the term of this Agreement, DISTRICT may:

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT may proceed with the work in a manner deemed proper to DISTRICT.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by DISTRICT, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to DISTRICT.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum

fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provision of this Agreement, CONSULTANT rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 27 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by DISTRICT, any equipment, data, reports or other documents which, if the Task Order had been completed, would have been required to be furnished to DISTRICT.

In the event DISTRICT terminates an approved Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the

negotiated Task Order to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under the Task Order as the services actually bear to the total services necessary for performance of the Task Order.

16. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT'S General Manager-Chief Engineer. Any changes to the approved scope of services must be authorized by DISTRICT'S General Manager-Chief Engineer, and shall be made in writing.

All work prepared by CONSULTANT shall be subject to the approval of the Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT'S work in progress at any reasonable time. All reports, working papers, and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT, and the cost thereof charged to CONSULTANT. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither DISTRICT'S review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

17. PREVAILING WAGE

All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office, and which will be made available to any interested person upon request.

18. INDEPENDENT CONTRACTOR

CONSULTANT and the agents and employees of CONSULTANT, shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT.

19. SUBCONTRACTING

CONSULTANT may, at CONSULTANT'S own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement, CONSULTANT shall require its Sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs Sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the Sub-consultant's work performed or services provided pursuant to this Agreement.

20. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT'S General Manager-Chief Engineer. If at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT'S assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT'S assertion in writing. In the event the

Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT'S commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order from DISTRICT'S General Manager-Chief Engineer shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT'S General Manager-Chief Engineer by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services

necessary for completion of the Task Order. No work product for the deleted services shall be provided to DISTRICT.

21. DISPUTES

- A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction, or decision. However, if CONSULTANT finds such order, instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction, or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT'S authority.
- B. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by arbitration, provided that the parties hereto mutually agree to submit to arbitration.

C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

22. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT.

23. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

24. JURISDICTION/LAW/SEVERABILITY

This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action, in law or equity related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

25. WAIVER

Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.

26. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

27. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Sections 5 and 6 (COMPENSATION and PAYMENTS).

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

By: _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: _____
NEAL R. KIPNIS
Deputy County Counsel

By: _____
Deputy

(SEAL)

Consulting Services Agreement
CONSULTANT. (FY 2014-15 to FY 2015-16)
12/09/13

CONSULTANT

Signature of Responsible Officer

Printed Name

Title

Consulting Services Agreement
CONSULTANT (FY 2014-15 to FY 2015-16)

12/09/13

EXAMPLE

ATTACHMENT "A"

SCOPE OF SERVICES

Consultant may be asked to perform one or more of the following types of services as specifically directed in Task Orders issued to Consultant:

1. PROFESSIONAL LAND SURVEYING

As part of the District's capital improvement program, Consultant shall provide surveying construction staking to assist the District in the building of various flood control facilities.

2. OPTIONAL LAND SURVEYING SERVICES

District will require Consultant to perform hydrographic survey of a specialized nature for a specific District project.

ATTACHMENT "B"

TASK ORDER APPROVAL FORM

CONSULTANT: _____

PROJECT NAME: _____

The Scope of Services for _____, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated _____ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" within the time set forth in the Project Schedule as described in Exhibit "B" attached hereto and incorporated herein, for a fee amount of \$_____, unless otherwise modified by DISTRICT'S Project Manager in a subsequent Task Order Approval Form. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "C" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated this _____ day of _____
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

CONSULTANT

By: _____
NAME
TITLE

EXHIBIT D

SOQ PACKAGE CHECKLIST

EXHIBIT D
SOQ PACKAGE CHECKLIST

SOQ CONTENT (SEE RFQ SECTION VIII)

- Signed Two page SOQQ followed by:
- Scope of Services Checklist
- Table of Contents
- Firm and Staff Experience
- Organization Chart
- Resumés
- Record of Past Performance
- Project Overview Listing
- Three (3) individual Project Reference Summaries per Scope of Services (see instructions in RFQ)
- "Other Resources" Page(s)

SUBMISSION DETAILS

FOLLOW EXPLICITLY THE INSTRUCTIONS IN THE REQUEST FOR QUALIFICATION:

SUBMIT:

- One (1) original paper copy with original signatures.
- One (1) electronic (CD) copy. Original copy and CD must have exactly the same content. Submit CD of SOQ in Adobe Acrobat (PDF) format.
 - Each CD shall contain one (1) PDF file.
 - PDF file may have a maximum file size of five (5) megabytes or 5,242,880 bytes.

NOTE:

- Stapled, not bound.
- No letter of interest, cover sheets, plastic covers or binders, no supplemental information (brochures, pamphlets, exhibits, etc.).
- Important: Submitted SOQs must be marked on the outside of the package with the name of the consultant firm, and the title "**SOQ 2014 PROFESSIONAL LAND SURVEYING SERVICES ON-CALL LIST**".
- Critical: Submit SOQs to Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside CA 92501, before 4:00 p.m., on or before the due date listed in Section I of the RFQ. **Late submittals will not be accepted.**