

# REQUEST FOR QUALIFICATIONS FOR 2011 CIVIL CONSULTANT ON-CALL LIST

## I. OVERVIEW

The District is seeking qualified firms to provide professional civil engineering services for various Capital Improvement Projects (CIPs) on an as-needed basis. Primarily, this work will be preparation of Plans, Specifications and Estimate (PS&E). See Exhibit A for a more complete description of Scope of Services.

This List will be for services not to exceed \$500,000 for an individual project, with a cap of \$750,000 over three years. If a firm is selected for this 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 District. Acceptance of 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 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.

All qualification documents shall be submitted by the interested firms to the District by **June 30, 2011 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 qualifications 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	June 7, 2011
Deadline for Submission of Questions to the District	June 21, 2011
Responses to Questions (to be posted on District website <a href="http://www.rcflood.org">www.rcflood.org</a> )	June 23, 2011
<b>Deadline for submission of SOQ</b>	<b>June 30, 2011</b>
Notification to firms	July 14, 2011

## III. FORMS

This RFQ including attachments can be viewed and downloaded from the District's website at [http://rcflood.org/Documents/PublicNotices/RFQ\\_2011\\_Civil\\_Consultant\\_On-Call\\_List.pdf](http://rcflood.org/Documents/PublicNotices/RFQ_2011_Civil_Consultant_On-Call_List.pdf).

#### IV. POLICY & PROCEDURES

- Firms shall specify which Services they wish to provide by checking the appropriate boxes in the Scope of Services Category Checklist provided in Exhibit B to this RFQ.
- Respondents 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 form, additions not called for, or other irregularities that may constitute a material change to the RFQ.
- Any Respondent 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 Respondent's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Respondent to ensure that the modified SOQ is resubmitted before the SOQ submittal deadline.
- Respondents may withdraw their SOQ at any time prior to the due date and time by submitting a notification of withdrawal signed by the Respondent'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 Respondent'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. Respondents 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  
& Water Conservation District  
Attention: Robert J. Cullen  
RFQ Civil 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 30 pages of material (excluding section dividers).
- The SOQ shall be organized in separate sections, separated by individual sheets labeled "A" through "D" 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. **STATEMENT OF QUALIFICATION CONTENT**

The Statement of Qualification (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"- "D" with corresponding headings in the order presented below:

### A. **Statement of Qualifications Questionnaire (SOQQ)**

This section shall include the completed two-page Statement of Qualifications Questionnaire (SOQQ) included as Exhibit B to this RFQ along with the SOQQ's two attachments: the "Scope of Services Category Checklist" and the "List of Sub-Consultants Providing Services".

"Scope of Services Category Checklist"

- Clearly identify which tasks the firm is qualified for and has experience in performing. The firm MUST show ability to perform General Civil Engineering as defined in the "Scope of Services" attached as Exhibit A. The additional CATEGORIES listed are optional. Qualifications and Experience for each selected CATEGORY must be substantiated via the information provided in sections B, C and D of the SOQ, as described below. Additionally, indicate which CATEGORIES can be performed by one or more of the firm's designated sub-consultants.

"List of Sub-Consultants Providing Services"

- Clearly identify the sub-consultants that the firm commonly works with that will be available to assist with performing any additional tasks in conjunction with the firm.

**B. Firm and Staff Experience**

The firm shall provide the following information:

- Organizational chart and staffing plan identifying key personnel and related support staff (including sub-consultants) that will be available to perform and/or assist with the tasks selected on the Scope of Services Category Checklist. This information shall be provided on a single page for each CATEGORY of work selected on the Scope of Services Category Checklist.
- Listing with job titles and resumes of key personnel that will be available to perform the tasks selected on the Scope of Services Category Checklist. 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 V.

**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 Category Checklist. The firm shall provide no more than 15 examples using no more than 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 respondent firm shall provide one-page project reference summaries as follows:

- The firm may choose up to three (3) projects for each CATEGORY selected in the Scope of Services Category Checklist 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.) in the top right hand corner. Summaries must include the following information:

- 1) The name of the firm in the top center of each summary.

- 2) State whether the firm was the Prime Consultant or a Sub-Consultant.
- 3) The specific CATEGORIES and 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 project phases, such as studies, planning, design and construction.
- 7) Describe the services the firm performed, such as studies, reports, planning, design, monitoring, modeling, lab analysis, etc.
- 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.
- 12) Did the firm receive any awards or special recognition for its work?

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 in the top center of the page each summary 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 Check List which would typically require any of the items discussed in 1, 2, 3 or 4 above, which the firm does not possess.

## 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 Kent Allen of this office at 951.955.4683.

### 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 June 30, 2011 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. An important factor will be demonstration of past experience with projects involving drainage in which the key project personnel had a significant role. Client references for past projects are expected. The firm shall have the ability and willingness to respond to District requirements.

Personnel - Technical Competence & 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 Request for Qualifications.

Support Resources: Adequate support resources as applicable to the Tasks selected on the Scope of Services Category Checklist, and may include computer hardware and software, special equipment, special facilities, such as laboratories, printing and reproduction equipment, vehicles, and office work area, etc.

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. Of particular importance is key personnel's familiarity and knowledge with the District's Hydrology Manual, Standard Drawings, Drafting Manual, and design standards and procedures. The key personnel should have developed good working relationships with District staff.

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 Supervisor 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 consultant 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 firms' 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 respondent 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 e-mailed 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 firms' proposals, the District may choose to issue an Assigned Task Order to the firm; reject the firms' 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 list as work appropriate to their qualifications arises.

**Attachments**

- Exhibit A – Scopes of Services
- Exhibit B – Statement of Qualification Questionnaire
- Exhibit C – Insurance & Indemnification Language
- Exhibit D – SOQ Package Checklist

# **EXHIBIT A**

## **SCOPE OF SERVICES CATEGORIES**

# SCOPE OF SERVICES CATEGORIES

## REQUIRED

### 1. CIVIL ENGINEERING (GENERAL)

Consultants shall be multi-disciplined and capable of providing civil, structural and engineering services for stormwater facilities such as open channels, underground storm drains, debris basins, etc. Stormwater projects may also require design for a variety of elements such as roads, intersections, traffic signals, right-of-way engineering, mapping and other civil engineering related projects.

**Primarily, consultants will be called upon to prepare plans, specifications and cost estimates for flood control facilities.** The consultant may be required to prepare hydrology, fluvial, drainage and flood control studies. Consultant may also be required to develop post-construction maintenance control drawings and narratives for facilities and environmental mitigation features. The consultant may also be required to design permanent structural stormwater quality treatment features. Consultant may be required to organize and conduct public outreach meetings to present studies and alternative analyses.

## OPTIONAL

### 2. PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES

Consultants must have experience, knowledge and familiarity with Public Works Construction Inspection. Prospective firms shall indicate the qualifications, experience, licenses, certificates and academic degrees that their employees, who will be performing these services, possess.

Emphasis is placed, where applicable, on experience, knowledge and familiarity with Standard Specifications for Public Works Construction and Caltrans administrative sections, as well as their material and performance sections. Communication, documentation and organizational skills are essential.

Emphasis is placed on your inspector's experience, knowledge, certificates, licenses and familiarity with the various types of general contracting for drainage public works. Your inspector shall also have experience with grading, roads, concrete, underground utilities, erosion control, structures, irrigation and landscaping, etc., for various public facilities. Discuss the size, value and complexities of the Public Works Construction projects your inspectors have been responsible for, the inspectors' responsibilities and authority, difficulties encountered and dealt with, and their abilities to anticipate and assist in preventing problems before they occur and correcting them after the fact.

3. PROJECT MANAGEMENT - STAFF EXTENSION

Knowledge of District standards and organizational structure is critically important to perform the following:

- A. Interface with District, attend meetings, brief departmental points of contact on project status, and maintain District provided project schedule and fiscal tracking reports.
- B. Prepare project Task Orders which should include written description of scope and verification of program, schematic and single line drawings, and digital photo documentation of area of work.
- C. Prepare budget cost estimates, and coordinate preparation of more detailed cost estimates by subconsultants.
- D. Preparing and delivering formal training sessions/lectures to District staff in technical areas such as hydrology, hydraulics, structural analysis, computer aided design, etc.
- E. Coordinate the preparation of design and construction documents by consultant design professionals.

## **EXHIBIT B**

# **STATEMENT OF QUALIFICATIONS QUESTIONNAIRE**

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

**2011 Civil CONSULTANT ON-CALL LIST**

**STATEMENT OF QUALIFICATION QUESTIONNAIRE (SOQQ)**

**INSTRUCTIONS**

Fill out one questionnaire and attach one copy of the Scope of Services Category Checklist. The descriptions for scopes of services can be found in Exhibit A to the 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 2011 Civil Consultant On-Call List, as defined in the Request for Qualification.

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 as the Contact Person

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Ext.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

# STATEMENT OF COMPLIANCE

## INSURANCE AND INDEMNIFICATION TERMS & CONDITIONS

The respondent shall read the excerpted Insurance and Indemnification language attached as Exhibit "C". This language will be included into the Master Agreement. The respondent shall note that ability and willingness to respond to District requirements is a partial basis for selection for placement on the list.

<b>INSURANCE</b>		
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>
<b>INDEMNIFICATION</b>		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	<p>By checking "Yes" the respondent is stating willingness to comply with the indemnification requirements described in Exhibit C.</p> <p>If "No" is selected, the respondent shall attach a list of exceptions. The 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 Prime Consultant:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed or Typed Name and Title: \_\_\_\_\_

\_\_\_\_\_

## SCOPE OF SERVICES CATEGORY CHECKLIST

CATEGORY	Submitting Firm	Sub-Consultant(s)
(See Exhibit A for detailed descriptions)	Check All that Apply	
1. CIVIL ENGINEERING (GENERAL)	<input checked="" type="checkbox"/>	N/A
2. PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES	<input type="checkbox"/>	<input type="checkbox"/>
3. PROJECT MANAGEMENT - STAFF EXTENSION	<input type="checkbox"/>	<input type="checkbox"/>

## SUB-CONSULTANT(S) PROVIDING SERVICES

<b>Firm Name Address, Phone Number and Email Address</b>	<b>Tasks to be Performed by Sub-consultants</b>

## **EXHIBIT C**

### **INSURANCE AND INDEMNIFICATION LANGUAGE**

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

**INSURANCE AND INDEMNIFICATION LANGUAGE**

<<<BEGIN EXCERPT>>

13. REQUIRED INSURANCE

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 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, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name Riverside County Flood Control and Water Conservation District, the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected 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 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. If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. Such non-owned or hired coverage may be included on the Commercial General Liability policy. Policy shall name Riverside County Flood Control and Water Conservation District, the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected 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); 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

- 1) 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.
- 2) CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the DISTRICT, at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- 3) 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; or 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 that the insurance carrier(s) shall provide no

less than thirty (30) days written notice be given to DISTRICT prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of 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 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.

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

- 4) It is understood and agreed by the parties hereto and the CONSULTANT'S insurance company(s), that the certificate(s) of insurance and policies shall so covenant and shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) 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, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if,

in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

- 6) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- 8) 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.

14. 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 Civil Code 2782. Such interpretation shall not relieve the 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.

<<<END EXCERPT>>

# **EXHIBIT D**

## **SOQ PACKAGE CHECKLIST**

# EXHIBIT D

## SOQ PACKAGE CHECKLIST

### STATEMENT OF QUALIFICATIONS CONTENT (SEE RFQ SECTION VI)

- Signed Two page Statement of Qualifications Questionnaire (SOQQ) followed by:
  - Scope of Services Category Checklist
  - List of Sub-Consultants Providing Services
- Table of contents
- Firm & Staff Experience
  - organization chart
  - résumés
- Record of Past Performance
  - Project Overview Listing
  - Three individual (3) Project Reference Summaries per Scope of Services CATEGORY (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.
  - CD shall be stored in a jewel case.

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 2011 CIVIL CONSULTANT ON-CALL LIST**".
- ✓ Critical: Submit Statement of Qualifications 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.**