

Request for Proposals/Qualifications (RFP/Q)
San Jacinto River, Stage 3 Master Drainage Plan

The Riverside County Flood Control and Water Conservation District (District) is seeking qualified firms to submit proposals/qualifications to provide engineering and environmental consulting services for the preparation of the San Jacinto River, Stage 3 Master Drainage Plan. The Stage 3 limits are generally bounded by Ramona Expressway to the north and Railroad Canyon to the south.

To assist you in the preparation of your proposal, we have included the following RFP/Q details:

Attachment "A" – Project Overview
Attachment "B" – Proposed Scope of Work
Attachment "C" – **Proposal Evaluation Criteria and Instructions**
Attachment "D" – Sample Consulting Services Agreement

Exhibit "A" – Resource Allocation Table
Exhibit "B" – Respondent's Reference Form
Exhibit "C" – Cost Proposal
Exhibit "D" – Respondent's Prime Consultants, Partners and Subconsultants Participation List

Appendix "A" – San Jacinto River, Stage 3 Conceptual Planning Report (2017) and Report Attachments
Appendix "B" – Environmental Documents

- Jurisdictional Delineation for USACE and CDFW (2004)
- San Jacinto River Improvement Project Biological Assessment (1992)
- Biological Assessment for the San Jacinto River Improvement Project (2000)
- Conservation Plan for the San Jacinto River Improvement Project (2000)
- River Plan Report for the San Jacinto River and the Perris Valley Storm Drain (2003)
- San Jacinto River Improvement Project – Draft Report for Coastal California Gnatcatcher Surveys (2000)

Respondents must submit their Proposals/Qualifications package to the District at the address below by **Tuesday, October 31, 2017 at 4:00 p.m.**

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
Attn: Mike Wong
RE: **San Jacinto River, Stage 3 Master Drainage Plan**

ATTACHMENT "A"
Request for Proposals
San Jacinto River, Stage 3 Master Drainage Plan

PROJECT OVERVIEW

The project, revision to the San Jacinto River Basin Master Plan, consists of development of a Master Drainage Plan (MDP) consistent with the Phase 1 improvements proposed in the San Jacinto River Stage, 3 Conceptual Planning Report dated March 28, 2017 ("Conceptual Plan"). Additionally included in the project is the preparation of the necessary California Environmental Quality Act (CEQA) documentation to support the District's adoption of the San Jacinto River, Stage 3 MDP.

San Jacinto River, Stage 3 Conceptual Planning Report

This Conceptual Plan incorporates public safety, transportation, water resources, economic development, and environmental demands, and is endorsed by private and public stakeholders (including the District and the City of Perris). The plan proposes the following recommended Phase 1 improvements ("preferred alternative"):

1. **Ramona Expressway embankment protection:** Armoring of the southern embankment of the Ramona Expressway across the entire width of the San Jacinto River floodplain to prevent the road from washing out during a 100-year storm. The current Federal Emergency Management Agency (FEMA) flood hazard model of the San Jacinto River assumes Ramona Expressway washes out during the 100-year storm. This improvement would preserve the road's structural integrity during a 100-year storm and provide upstream storage on the north side of the road, attenuating peak flows downstream.
2. **I-215 flow control structure:** Concrete-lined flow control structure in the San Jacinto River, immediately upstream of the I-215 crossing. Berms of engineered fill would be located on both sides of the I-215, spanning parallel to the freeway, to prevent water from overtopping the freeway and direct flows into the control structure.
3. **Flared Perris Valley Storm Drain (PVSD) with low flow channel:** Excavation of the existing PVSD from Nuevo Road to the I-215 into a wider and deeper trapezoidal channel to increase conveyance capacity, along with a nested low flow-channel in the middle. The PVSD would be flared (widened) immediately upstream of the flow control structure to provide a drainage path to the structure itself and auxiliary culverts located on the north and south sides of the I-215 bridge crossing.
4. **Low flow channel:** Deepened low-flow channel in the San Jacinto River downstream of the I-215 to Ethanac Road. A terraced channel would also be excavated to reduce the width of the floodplain and supply fill.
5. **Underground storm drain:** Buried, low-flow pipe from Ethanac Road to Railroad Canyon to convey nuisance (dry weather) flows and avoid disturbance of conservation areas in this stretch of the river.

More information about the Phase 1 improvements can be found in the attached Conceptual Plan (see Appendix A).

Master Drainage Plan

Note that although the Conceptual Plan discusses the project in two phases, *the MDP will only include the recommended Phase 1 improvements that are critical for public health and safety*. The following work is requested for developing the MDP:

- Further refine the sizing and hydraulics of the proposed improvements
- Identify utilities, assess and evaluate potential utility relocation and facility redesign
- Identify existing and planned drainage facilities from neighboring MDP areas, and show how they will function with the improvements
- Develop plan and profile sheets (plates) for the refined Phase 1 improvements
- Prepare a map showing proposed and existing drainage facilities in the Lower San Jacinto River MDP
- Prepare supporting cost estimates of the facilities outlined in the MDP

CEQA Document Preparation

The intended outcome of this proposed scope of work is to successfully complete CEQA and the JPR processes in a manner that will facilitate future permits from the resource agencies. The selected Consultant will assist the District, as the Lead Agency, in complying with CEQA in conjunction with the anticipated adoption of the Lower San Jacinto River Basin MDP. Of particular interest is the Consultant's approach to addressing direct, indirect, and cumulative impacts. The specifics of the approach and timing of the environmental tasks will be refined during the kick off meeting previously proposed herein under the MDP RFP. In addition, the District anticipates providing project-level details for some or all of the proposed MDP facilities as the MDP is developed.

The District anticipates that an Environmental Impact Report (EIR) will be the most appropriate document in order to comply with CEQA; therefore, the RFP has been developed to reflect the preparation of an EIR. However, if your experience indicates that another CEQA approach would be more appropriate and/or more cost effective but would still protect the District's interests and meet the goals and objectives of the project, please include that scope of work in your proposal.

The MDP proposes multiple facilities; however, it is anticipated that the proposed facilities may be constructed independently as individual projects, as funding becomes available. Therefore, the District is requesting project-level technical studies and CEQA documentation for the MDP. It is important to note that the MDP EIR will only be addressing the impacts of the proposed MDP facilities and will not address the Phase 2 components as proposed in the Conceptual Plan, except for required applicable analysis, such as growth inducing, cumulative, potential indirect impacts, etc.

The Lower San Jacinto River is rich with resources – there is an abundance of plant and wildlife species, including special status species that are known to occur within the project area. As a result, the selected consultant must have a strong background in biological resources as this will be a major component of the analyses and ultimately key to getting the project approved by the Board of Supervisors and permitted by the resource agencies.

It is important to note that a fair amount of research and technical analyses has been conducted on the San Jacinto River watershed, and the District expects the Consultant to utilize previous research to the maximum extent practicable (e.g., tiering, updating existing reports, or fully relying on existing reports, where feasible); therefore, the following documents have been provided with this RFP (see Appendix B) and may be incorporated by reference:

- Jurisdictional Delineation for USACE and CDFW (2004)
- San Jacinto River Improvement Project Biological Assessment (1992)
- Biological Assessment for the San Jacinto River Improvement Project (2000)
- Conservation Plan for the San Jacinto River Improvement Project (2000)
- River Plan Report for the San Jacinto River and the Perris Valley Storm Drain (2003)
- San Jacinto River Improvement Project – Draft Report for Coastal California Gnatcatcher Surveys (2000)

ATTACHMENT "B"
Request for Proposals
San Jacinto River, Stage 3 Master Drainage Plan

PROPOSED SCOPE OF WORK

The scope of work for the Lower San Jacinto River Master Drainage Plan (MDP) consists of three parts: (1) Project Management, (2) Engineering Services, and (3) Environmental Services.

If your professional experience indicates that additional tasks will be required in order to successfully complete the scope of work for this project, please include recommendations in your scope and cost proposal.

PROJECT MANAGEMENT

Task 1. Contact Administration

This task is for general project management, invoicing, and coordination with subconsultants.

Task 2. Project Kick-Off Meeting

The Consultant will participate in a project kick-off meeting. The purpose of this meeting is to discuss the project, sequence of engineering and environmental tasks, recurring meetings, and overall project schedule. Key staff for both engineering and environmental are expected to attend this meeting.

Deliverables:

1. Minutes of the Kick-Off Meeting.
2. Project Schedule prepared using MS Project.

Task 3. Meetings

The Consultant will attend monthly meetings with District and City staff to review and discuss the project progress, issues resolution, and technical feedback. Key staff related to the issues at the time, whether it be engineering and/or environmental, are expected to attend these meetings.

Deliverables:

1. Attendance at monthly meetings held at the District.
2. Preparation of meeting agenda and minutes.

ENGINEERING SERVICES

The engineering scope of work consists of updating the hydrology for the Lower San Jacinto River, refining the improvements proposed in the conceptual plan, and preparation of a formal MDP document that will be officially adopted by the District.

Task 4. Hydrology Confirmation

The existing hydrology study for the Lower San Jacinto River does not take into account the current land use projections for the Perris Valley Storm Drain and San Jacinto Valley watersheds. The hydrology study needs to be finalized to aid the refinement of the proposed improvements. Tasks for the hydrology confirmation are listed below:

1. Review Previous Hydrology Studies

- A. Review previous hydrology work, including HEC-1 runs, routing calculations, rainfall data, subarea delineations, hydrographs, governing storm durations, assumptions, etc.
- B. Perform sensitivity tests to determine if any parameters used in the previous hydrology study that need to be updated. Parameters of particular importance are the land use assumptions and corresponding soil loss rates.

Deliverable: Draft and Final Letter/Technical memorandum summarizing the review of hydrologic parameters and determination of the need to update the hydrology study as described in the optional Task 4.2 below.

2. Optional Revised Hydrology Study

The District may direct the consultant to prepare a revised hydrology study per Task 4.1.B results.

Deliverable: Draft and Final Hydrology Reports

Task 5. Refinement of Proposed Phase I Improvements

A refinement of the proposed Phase I improvements is needed to ensure they are sized based on the updated hydrology study, and will function in unison with all existing and proposed regional drainage facilities.

The refinements to the conceptual improvements must incorporate the following, but not limited to:

- 1. Revised hydrology:** Refinements must be based on the revised hydrology if Task 4.2 is performed. The revised hydrology must also consider the increased development (and land use changes) that will likely occur as a result of the reclaimed floodplain north and south of the I-215 freeway.
- 2. Low flow alignment from I-215 to Ethanac Road:** Low Flow alignment must allow adequate hydrology to support existing environmental resources.
- 3. Underground storm drain from Ethanac Road to Railroad Canyon:** The underground storm drain must be refined to minimize clogging issue such that it can self-clean or require infrequent (once every 5 years) sediment removal to maintain its function.
- 4. Incorporation of proposed and existing facilities into the improvements:** Ensuring that all existing and proposed facilities from nearby MDPs will function correctly from a hydraulic and construction perspective relative to the refined improvements. The water-surface profiles for these facilities/laterals shall be re-calculated until they tie into their MDP water-surface elevations within 0.5 feet. Plan and profile drawings for the laterals shall be prepared.
- 5. Consideration of Utilities:** All utilities within the project limits shall be identified. An evaluation of feasibility/cost of utility relocation vs. facility redesign shall be made. The project design and cost shall be revised accordingly.
- 6. Hydraulics:** Hydraulic modeling and plan/profile sheets are required to show the adequacy of the refined drainage improvements (Lower San Jacinto River and laterals). San Jacinto River must be modeled using 2D HEC-RAS whereas WSPG modeling is acceptable for laterals.

7. **Revised floodplain limits:** A HEC-RAS or 2D study should be run to compare the pre and post-project floodplain limits using the revised hydrology.
8. **Cost estimate:** Construction cost estimates for the refined phase 1 improvements shall be based on the District's Planning Unit Cost sheets.

The refinements should mainly consist of resizing and slight modifications to the preferred improvements identified in the Conceptual Plan. All objectives of the preferred improvements, such as conservation or avoidance of critical habitat species, and protection of critical transportation corridors, and reduction of the Lower San Jacinto River floodplain, should still be met.

Deliverable: Draft and Final Reports summarizing the refined improvements, and all topics listed above.

Task 6. Formalized Master Drainage Plan Preparation

A formalized MDP to be officially adopted by the District will need to be prepared. *The MDP will only include the Phase 1 improvements.* The MDP shall include the following:

- Discussion of the MDP's purpose, background of the Lower San Jacinto River
- Brief discussion of the hydrology used in the MDP
- Discussion of the recommended improvements and alternatives analyzed (refer to conceptual planning report)
- Estimated cost of all improvements, including construction, right-of-way, mitigation and endowments for environmental impacts
- Master Plan map showing all proposed and existing facilities in the MDP
- Plan/profiles of the proposed improvements (plates)

Deliverable: Draft and Final MDP reports.

ENVIRONMENTAL SERVICES

Task 7. Project Scoping

The purpose of this task is to inform the public, resource agencies, and other stakeholders and provide early and ample opportunity to provide comments on the project and environmental analysis. The Consultant shall coordinate and facilitate all scoping meetings. The Consultant shall prepare all necessary exhibits, agendas, meeting minutes, etc. In addition, the Consultant will be responsible for compiling the names of the attendees, identifying which agencies or individuals provided comments, and summarizing the issues raised by each commenter. At a minimum, this task should include the following:

1. Pre-application Meeting with RCA. The consultant will arrange a pre-application meeting with RCA early on in the process. The District anticipates that the existing studies will suffice for this early scoping meeting. It is anticipated that the outcome of this meeting will help advance the project by identifying potential concerns and potential mitigation for further consideration. For the purposes of this meeting, the existing Conceptual Plan Phase 1 preferred alternative can be used as the project exhibit.
2. IS/NOP Public Scoping. It is assumed that one scoping meeting will be held during the NOP comment period pursuant to CEQA.
3. Draft EIR Public Scoping. The District anticipates that a scoping meeting may be required after the public release of the DEIR yet before the approval of the MDP.

The pre-application meeting and scoping meetings will be scheduled in consultation with District staff and. The scoping meetings will likely be held at the District or at an alternative location within the MDP study area. The District will coordinate the location and time of the venue.

Deliverables:

1. Scheduling and facilitating scoping meetings.
2. All meeting materials, including agendas, exhibits, presentations, and meeting minutes.

Task 8. Technical Reports

The purpose of this task is to conduct the required technical research necessary to ensure successful completion of the CEQA for the proposed MDP. The approach and timing for preparing/updating the technical studies will be refined during the above-mentioned project kick -off meeting in Task 2. The Consultant will be responsible for the preparation of all required technical reports. At this time, it is assumed that at a minimum the following technical reports will be required.¹

1. Phase 1 Cultural Resources Assessment ²
2. Paleontological Resources Assessment
3. Air Quality/Greenhouse Gas Assessment. Because each of the project components (as described in the Project Overview of this RFP) may be constructed at different times, this report should quantify impacts for each project component individually as well as collectively.
4. Biological Resources Habitat Assessment. This report shall include a detailed discussion on consistency with the applicable sections of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).
5. Focused Surveys. Based on the results of Biological Resource Assessment and consistency analysis, focused surveys shall be prepared and/or updated as necessary in accordance with Sections 6.1.2, 6.1.3 and 6.3.2 of the MSHCP.
6. Jurisdictional Delineation Report completed in a format that would be acceptable to the regulatory agencies. The JD report should include a discussion on impacts related to each component of the project. This task assumes the report should be prepared according to the pre-2015 WOTUS "New Rule", unless otherwise redirected by the District.

Where applicable, each technical report shall address the corresponding CEQA IS Checklist questions for the specific topic (e.g., AQ/GHG Assessment shall include responses to IS Checklist Questions for the Air Quality and Greenhouse Gases sections of the IS).

Deliverables:

Draft and revised drafts of each technical report.

Task 9. Joint Project Review/DBESP

The purpose of this task is to successfully complete Joint Project Review (JPR) process and prepare a DBESP to be submitted to the resource agencies. The Consultant will be responsible for preparing all required submittals to the Regional Conservation Authority (RCA) until the JPR process has been completed and the DBESP has been approved by the resource agencies.

¹ Technical studies should utilize/build upon any previously conducted research to the maximum extent practicable. For example, the former Jurisdictional Delineation may be sufficient for preparing the EIR, and may only need to be updated at the time the District applies for permits from the resource agencies.

² Pursuant to AB-52, the District will lead the consultation efforts with all Tribes that wish to consult on the project. Once consultation has concluded, any appropriate mitigation measures will be provided to the Consultant for inclusion in the environmental document.

The District anticipates soliciting early input from the resource agencies via the pre-application scoping proposed herein under Task 7. Nonetheless, the JPR process may require multiple rounds of meetings/discussions with the RCA and the wildlife agencies, and multiple revisions to the documents may be required to facilitate this process. It is anticipated that, at a minimum, the following documents will need to be prepared by the Consultant:

1. A complete JPR application package as outlined in the MSHCP Implementation Guidance Manual. The JPR application package shall only be submitted to RCA after District review and approval of the application package.
2. Determination of Biologically Equivalent or Superior Preservation Report (DBESP). Depending on the results of the consistency analysis, a DBESP will likely be required in accordance with Section 6.1.2, and/or 6.1.3 and/or 6.3.2 of the MSHCP. Therefore, the Consultant should include the preparation of a DBESP in their scope of work. The draft DBESP shall be submitted to the District for review and approval, prior to distributing the report.

In the event the RCA or resource agencies have comments that need to be addressed throughout the JPR process, the Consultant shall be responsible to ensure all concerns are resolved.

Deliverables:

1. Joint Project Review application materials, including responses to RCA comments if required.
2. Meeting attendance regarding the JPR.
3. DBESP. A final and complete DBESP to be distributed to the Resource agencies (Army Corps of Engineers, US Fish and Wildlife, Cal. Department of Fish and Wildlife, SA Regional Board)

Task 10. Initial Study/Notice of Preparation (IS/NOP)

The purpose of this task is to (1) notify the public of our initial assessment of environmental impacts associated with the project; (2) solicit comments on the environmental topics that should be addressed in the EIR; and (3) narrow the scope of topics to be discussed in the EIR.

The Consultant shall prepare a draft IS with written explanations for all environmental issues required by CEQA. An admin draft of the IS/NOP shall be provided to the District for review and comment. The District prefers to avoid significant impacts whenever possible. Therefore, the Consultant should only propose mitigation necessary to address potentially significant impacts that is over and above standard regulatory compliance measures. As a general practice, the District routinely complies with all state, federal and local regulations (e.g., South Coast AQMD Rules, accidental discovery of human remains, noise ordinances, CWA compliance, etc.). The District does not usually call out such mandatory regulations as "mitigation measures" since they fall within our standard regulatory procedures. However, the District does routinely identify and discuss applicable regulations that mitigate impacts in the CEQA analysis.

Upon District approval of the admin draft IS/NOP, the Consultant will distribute the document through the State Clearinghouse, pursuant to CEQA Guidelines Section 15082. The Consultant shall also submit the IS/NOP to other responsible agencies and interested parties, as determined by the District. Distribution of the IS/NOP will start the mandatory 30-day review period.

At the conclusion of the IS/NOP review period and after receipt of all comments from the State Clearinghouse, the Consultant will prepare a memorandum that documents the agencies, organizations, and individuals who submitted comments on the IS/NOP for submittal to the District, including the results of the scoping meeting discussed under Task 7.

Deliverables:

1. Admin draft and public draft IS/NOP for District review.
2. Distribution of the IS/NOP to the State Clearinghouse and other stakeholders, in accordance with CEQA.
3. Memo/document summarizing comments/issues received on IS/NOP, including the results of the scoping meeting discussed under Task 7.

Task 11. Development of Alternatives

This task assumes that alternatives, other than those identified in the Conceptual Plan will be required. The purpose of this task is to develop a reasonable range of alternatives to the project for analysis within the EIR. Pursuant to Section 15126.6 of the CEQA Guidelines, "an EIR shall describe a range of reasonable alternatives to the project or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives." Therefore, pursuant to CEQA, the Consultant shall identify and prepare a reasonable range of alternatives, with input from the District. At a minimum, the following factors should be considered:

- Project-related impacts of the preferred alternative as identified in the technical reports
- Project Objectives of the revised Master Drainage Plan
- Final Project Description as approved by the District
- Comments received on the IS/NOP

Task 12. DEIR

The Consultant shall be responsible for the preparation of an EIR pursuant to Article 9 of the CEQA (CEQA Guidelines Sections 15120-15132). The District anticipates that, at a minimum, the following environmental resource topics will be addressed in the EIR:

- Air Quality and Greenhouse Gas Emissions
- Biological Resources
- Hydrology/Water Quality
- Tribal Cultural Resources

Within each environmental resource topic addressed in the EIR, subsections will address existing setting, potential impacts, significance thresholds, proposed mitigation measures, level of significance after mitigation, and cumulative impacts. The Consultant should address both direct and indirect construction and operational impacts of the project. As required by CEQA, the alternatives section of the EIR shall include a description and evaluation of the approved Alternatives developed as part of Task 11.

As stated previously, the District will conduct AB 52 consultation; and any mitigations measures agreed upon with the consulting tribe will be provided to the consultant to be included in the DEIR.

The Administrative DEIR will undergo up to three separate reviews to establish a final DEIR that is acceptable to the District. The Consultant will produce the DEIR and submit it to the District for a final review and approval. Once the District has approved the public DEIR, the Consultant will print and distribute copies of the DEIR for public review. Distribution will include the State Clearinghouse and other agencies, organizations, and individuals who received the NOP, as well as those who otherwise requested the EIR.

The Consultant shall prepare the Notice of Availability and prepare and file the Notice of Completion (NOC) with the State Clearinghouse. ³ Newspaper notices regarding the availability of the DEIR and the start of the 45-day public review period will be placed by the District.

Deliverables:

1. Administrative DEIR for District review (up to 3 rounds of review)
2. Public DEIR for Distribution to State Clearinghouse ⁴
3. Distributing DEIR to stakeholders, interested parties, etc., by certified mail, return receipt or equivalent.
4. Applicable CEQA Notices

Task 13. Response to Comments on DEIR

The Consultant will be responsible for the collection of all comments received on the DEIR (email, mail, etc.) if they are provided within previously established guidelines (i.e., they must make specific reference to the page of the document and identify the specific EIR analysis text they are commenting upon). The Consultant will compile all comments received on the DEIR during the public review period and will assess them to develop an appropriate response strategy. This information will be compiled into a memorandum that will be provided to the District for consideration and discussion.

The Consultant will lead the Response to Comments preparation effort and will prepare a draft comment-response matrix, with input from the District. Upon receipt of District's comments on the Response to Comments matrix, the Consultant will finalize the Response to Comments for inclusion in the Final EIR.

Deliverables:

1. Initial memorandum that compiles comments received on the DEIR during public review and recommends a response strategy.
2. One (1) meeting to discuss the response to comments/FEIR.
3. Draft Responses to Comments for review and approval (assume 2 rounds of District review).
4. Final Responses to Comments to be mailed to commenters. Responses should be sent via certified mail and include a return receipt or by other verifiable method.

Task 14. Mitigation Monitoring and Reporting Plan

The California Public Resources Code §21081.6 (AB 3180) requires that a lead or responsible agency adopt a Mitigation Monitoring and Reporting Program (MMRP) when approving or carrying out a project where an environmental document has identified measures to reduce potential adverse environmental impacts to levels that are less than significant.

The Consultant will prepare a MMRP that includes any standard conditions and mitigation measures that have been identified as measures to reduce potential adverse environmental impacts. The MMRP will be incorporated into the FEIR.

Deliverables:

Draft and Final MMRP

³ State Clearinghouse (SCH) document submission—Summary Form for Document Submittal - 15 copies of this document may be included when a Lead Agency submits electronic copies of EIRs, ND/MNDs, or NOPs to the SCH. The SCH will still accept other summaries, such as an EIR executive summary prepared pursuant to CEQA Guidelines Section 15123, attached to the electronic copies of the document.

Task 15. Final EIR

The Consultant will prepare the Final EIR (FEIR), including edits to the DEIR, Response to Comments received on the DEIR, and the Mitigation Monitoring and Reporting Program. The Consultant will be responsible for distributing the FEIR to commenters/appropriate agencies at least ten days prior to the scheduled Board date.

The Consultant will also prepare the Findings of Fact and a Statement of Overriding Considerations, if necessary. The Consultant will be expected to support the District at up to two Board of Supervisors (BOS) meetings/public hearings. This support includes preparing any necessary presentations, exhibits, etc. in anticipation of soliciting BOS approval.

Deliverables:

1. Final EIR
2. Notice of Determination
3. Findings of Facts
4. Statement of Overriding Considerations (if necessary)
5. Staff support services as requested up to 20 hours
6. Attendance at up to two Board of Supervisors Meetings/Public Hearings, including preparation of applicable support materials.

ASSUMPTIONS

1. The Consultant will maintain an FTP site or equivalent for electronic document transmittals, and hard copies should be reduced to the maximum extent practicable.
2. The approach and timing of the environmental services tasks will be discussed and refined at the project kick-off meeting in Task 2.
3. In order to avoid unnecessary reviews of the EIR, the District prefers to thoroughly vet the technical studies internally and through the appropriate Resources Agencies, prior to preparing the applicable sections of the EIR.
4. It is expected that most of the required technical documents can be finalized with no more than three rounds of review and comment.
5. The District will require up to 4 weeks for each review cycle.
6. All draft deliverables shall be submitted to the District in MS Word format and shall include all figures and appendices.
7. All final deliverables shall be uploaded to a FTP or equivalent site in .PDF format.
8. All shapefiles/.kmz files shall be provided to the District.
9. The Consultant will be responsible for managing and maintaining the CEQA project schedule.
10. The Consultant will be responsible for preparing all CEQA-related notices and shall solicit District approval prior to public distribution.
11. Preparation of the CEQA administrative record is not included in this scope of work; the District may request this at a later time under a separate agreement.
12. The consultant will be required to submit a project schedule in MS Project and the sequencing of Tasks and Sub-tasks will be identified in the schedule

ATTACHMENT "C"
Request for Proposals
San Jacinto River, Stage 3 Master Drainage Plan

PROPOSAL EVALUATION CRITERIA AND INSTRUCTIONS

Selection Process:

A committee of District staff (Committee) will review the work proposals. The Committee will select the consultants for interviews (if conducted) based upon the materials submitted in the work proposal. Upon evaluation the Committee will rank the firms. Only after the ranking process is complete will the cost proposals for the top ranked firm (or firms in case of a tie) be opened.

The Committee will negotiate a contract with the top firm that will then be considered for approval by the District. The successful firm will be expected to enter into a Consulting Services Agreement. See sample Attachment "D".

The tentative schedule is as follows:

Issue Request for Proposals	September 12, 2017
Deadline for Submission of Questions	September 22, 2017
Responses to Questions from District (to be posted on District website: www.rcflood.org)	October 3, 2017
Proposal due	October 31, 2017
Notification of top firm ranking	November 28, 2017

Procedures for Submitting Proposals:

- Respondents are encouraged to carefully review this RFQ/RFP in its entirety prior to preparation of the Proposals. All proposals must be submitted in accordance with the standards and specifications contained within this RFP and must contain a cover page with a Statement of Compliance and Minimum Requirements to meet the requirements specified.
- All responses to this RFP become the property of the District.
- This solicitation does not commit the District to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services or supplies.
- The District reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or part this proposal process if it is in the best interest of the District to do so.
- Subsequent to contract negotiations, prospective consultants may be required to submit revisions to their proposals.
- Respondents should note that any contract pursuant to this solicitation is 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 Consultant's financial stability before the contract is awarded.
- The District reserves the right to request clarification of information submitted, and to request additional information from any Respondent.
- The District reserves the sole right to judge the Consultant's representation, either written or oral.

- The District may at its option, invite one or more of the Consultants to make a presentation to an evaluation committee before a final selection is made.
- A proposal may be considered non-responsive if conditional, incomplete, or if it contains alternations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.
- Modification of proposals, any Respondent who wishes to make modifications to a proposal already received by the District must withdraw his/her proposal 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 modified proposals are resubmitted before the RFP submitted deadline.
- Respondents may withdraw their proposals at any time prior to the due date and time by submitting notification of withdraws signed by the Respondent's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.

Proposal must be submitted in the following format or they may be deemed non-responsive and not scored or considered:

- All elements of your proposal must be submitted in a single file in Adobe Acrobat (PDF) format, on a single CD or DVD. Submit the CD/DVD in a jewel case, include firm name clearly printed on the top surface label of the disc and on the jewel case cover. No hard copies are required.
- PDF Files should be text searchable. If a document was scanned and the original electronic file is not available, 'Text Recognition' or 'OCR' tools should be run before submittal to make the scanned text within the PDF searchable.
- PDF Page sizes must be 8.5" x 11" (or 11" x 17" for the organizational chart, project schedule and examples of similar work product) to facilitate printing by evaluation committee if needed. Font size must be 11pt or greater.
- Each Proposal shall be organized in separate sections, tabbed A-M with corresponding letters and related headings in the order presented below, and PDF file should be bookmarked according to these sections:
 - A. Executive Summary Letter and Proposal Cover Page
 - B. Table of Contents
 - C. Validity of Proposal
 - D. Statement of Compliance
 - E. Certificate of Insurance
 - F. Minimum Requirements
 - G. Firm Experience
 - H. Project Team
 - I. Project Schedule
 - J. Record of Past Performance
 - K. Technical Approach and Methodology
 - L. Cost Proposal **(must be submitted in a separate sealed envelope)**
 - M. Subcontractors/Subconsultants
- Proposal shall be no more than 30 pages (excluding sample work).

Required Content:

A. Executive Summary Letter and Proposal Cover Page

The Executive Summary Letter shall be a brief formal letter from Respondent that provides information regarding the firm and its ability to perform the requirements of this RFQ/RFP. This letter must include the following information: Company Name, Address, Contact Person, Telephone Number, and Email Address.

B. Table of Contents

This section must contain a comprehensive table of contents that identifies material by sections A-M (in order listed above) and by sequential page numbers.

C. Validity of Proposal

Responses to this RFQ/RFP should be valid for a minimum of twelve (12) months. Submissions not valid for at least twelve (12) months must state the length of time for which the submitted proposal shall remain valid.

D. Statement of Compliance

Respondent shall include in this section either a statement of compliance with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or 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.

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 attached (**Attachment "D"**). 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**

F. Minimum Requirements

In this section, Respondents shall (in addition to demonstrating that it meets the minimum requirements) affirm that it meets the minimum requirements by including the following statement: "I certify that I meet the minimum requirements." Respondent's proposals may be deemed non-responsive if these minimum requirements are not met.

G. Firm Experience

Respondent shall demonstrate its experience in the following:

- Developing a Master Drainage Plan
- Developing an Environmental Impact Report.

H. Project Team

Respondent shall provide the following information relevant to the Project Team that will be assigned to this project:

- Organizational chart and staffing plan identifying key personnel and related support staff (including subconsultants) that will perform and/or assist with the required services and deliverables. Job classifications shall be defined for all key personnel and support staff.
- Listing with job titles (in reference to function of this project such as project manager, project engineer, etc.) and resumes of key personnel that will perform the requested services. Resumes shall highlight title, education, licenses (issue and expiration dates), similar project experience within last 5 years, and other qualifications for the service described in this RFQ/RFP.
- Resource allocation table that identifies the individual classifications (prime and subconsultants) that will be performing the requested services and deliverables. Hours necessary to complete each task/subtask shall be clearly defined for each classification. Respondent shall use **Exhibit A** as a sample.

I. Project Schedule

Provide a detailed schedule that identifies work activity periods for individual tasks/subtasks and project milestone dates. Schedule shall incorporate all necessary review time for draft and final deliverables.

J. Record of Past Performance

Respondent shall describe in detail its experience that demonstrates the ability of the Respondent to perform work similar in scope and size to that required in this RFQ/RFP. Respondent shall:

- Cite all projects Respondent has worked on within the last three (3) years that are most relevant in size and scope to the services requested in this solicitation. For each, Respondent shall provide the project title, a narrative/brief description, and indicate your firm's role (i.e. lead firm, support role, etc.). Respondent shall also describe the final project and the benefit realized by the client as a result of this work. Most current projects shall be listed first. All other pertinent information shall be provided including, but not limited to:
 1. Client name and address
 2. Client contact name, telephone and fax number, and email address
 3. Project schedule and cost
 4. Names of key personnel of the Respondent's team that participated on the projects and their specific responsibilities
- Respondent shall choose three (3) projects from those cited above that best demonstrate the firm's qualifications and provide a detailed description of each. Provide the project schedule for each project. Identify the firm's responsibilities, problems/issues encountered, solutions recommended, results generated, and the final product and benefits realized by the client as a result of the work.
- Respondent must submit a minimum of three (3) client references from different sources for work performed within the past five (5) years similar in size and scope of the Scope of Services in this RFQ/RFP. Refer to **Exhibit B**.

K. Technical Approach and Methodology

Based on your firm's similar past experience provide a detailed work plan describing the approach and procedures that will be used to perform the requested Scope of Services. This work plan shall follow the format outlined in the Scope of Services. Respondent is encouraged to identify and recommend any improvements/enhancements for the proposed service, as well as highlight other issues Respondent deems prudent. Respondent is also encouraged to identify any unique or specialized approach they may take to perform any of the requested work and the benefits that may be realized by the client as a result of this approach.

L. Cost Proposal

Based on its understanding and recommendations, Respondent shall submit a fixed-price cost proposal reflecting a bottom-line price to deliver all the services requested under the scope of work.

Respondent shall utilize **Exhibit C** to identify the individual classifications (prime and subcontractors/subconsultants) that will be performing the requested services. Hours necessary to complete each task/subtask and hourly rates shall be clearly defined for each classification. Respondent shall submit **Exhibit C** in a sealed envelope and clearly labeled with Firm Name, San Jacinto River, Stage 3 Master Drainage Plan, and title, "Cost Proposal". The Cost Proposal packet must be submitted in the proposal binder marked "Original."

M. Subcontractors/Subconsultants

Respondent shall submit herein a list of any subcontractors/subconsultants they intend to contract with to provide the services described in this RFP. All work to be completed by subcontractors/subconsultants shall be clearly defined. Include **Exhibit D**.

Evaluation Criteria:

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

1. Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting the following requirements may be rejected as non-responsive:
 - a. Proposal is post-marked prior to the deadline for submission of the Proposal.
 - b. Proposal shows an ability to meet the insurance requirements.
2. Consultants will be evaluated separately as to each area. Proposals passing the first step will be evaluated based on the following:
 - a. Past Performance
The District may check the Consultant's references for overall satisfaction with Consultant's services. Consultant's references should include current contract names and telephone numbers.
 - b. Qualifications
The evaluation of Consultant's capability will include a review of information about the Consultant's experience, financial strength, organization, key personnel, training, certification

and other relevant information, with greatest weight given to key personnel's experience of scope and nature similar to the service requested in this Request for Proposals.

c. Relevant Experience

An important factor in selection will be demonstration of past experience with projects involving master planning of drainage facilities in which the key project personnel had a significant role that demonstrates capability for this project. Client references for past projects are expected. Of particular importance is key personnel's familiarity with the preparation of CEQA documents. The key personnel should have developed good working relationships with District staff. The Consultant shall have the ability and willingness to respond to District requirements.

d. Work Plan of Action

Factors to determine the adequacy and effectiveness of Consultant's methods to conduct and accomplish a successful program as specified in the Scope of Work will include, but are not limited to equipment, work methodology, techniques, activity coordination, size and appropriateness to geographic area, training, certification, the project team makeup and proposed schedule.

3. A final Consultant selection will be made based on one of the following methods:

Alternative 1: The highest ranked firm will be invited to negotiate fees for the Scope of Services. If such negotiations are not successful, the District may negotiate with the next most highly ranked firm or may reopen the RFP process.

Alternative 2: If the top three (3) firms are equally qualified, the District may open the sealed cost proposals from all three of those firms and base selection on the most competitive bid.

4. Proposal evaluation will commence immediately following the end of the proposal submittal period. During the evaluation process, the Committee may request clarification, as necessary, from Respondents. Respondents should not misconstrue a request for clarification for negotiations. It is anticipated that the evaluation process will be completed within approximately 20 working days. Respondents will be notified via email and then by letter regarding the status of Respondent's proposal.

Attachment "D"

CONSULTING SERVICES AGREEMENT

(Sample Agreement)

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and **COMPANY NAME HERE**, hereinafter called "CONSULTANT", hereby agree as follows:

1. PROJECT - CONSULTANT shall perform **types of functions required** functions and other professional services for the project described as _____.
2. SCOPE OF SERVICES – CONSULTANT shall, as requested by DISTRICT, furnish tools, equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner those consulting services separately described on Attachment "A" attached hereto and made a part hereof.
3. TIME FOR PERFORMANCE – CONSULTANT shall commence performance of services upon receipt of a written Notice to Proceed from DISTRICT, and shall diligently perform the services to full completion through (INSERT DATE).
4. COMPENSATION – DISTRICT shall pay CONSULTANT for services performed and expenses incurred in accordance with the standard rates as set forth on Attachment "B" attached hereto and made a part hereof. The total amount paid to CONSULTANT under this Agreement shall not exceed the sum of (WRITE OUT AMOUNT) dollars (\$____) unless a written amendment to this Agreement is executed by both parties prior to performance of additional services. (ALTERNATIVE LANGUAGE CAN BE INSERTED FOR PROGRESS PAYMENTS OR A TIME AND MATERIALS BASIS).
5. PAYMENT – CONSULTANT shall submit invoice(s) to DISTRICT (Attention: Business Office-Accounts Payable) following completion of requested services.

Upon satisfactory performance of CONSULTANT'S services pursuant to DISTRICT approved scope of services, DISTRICT shall make payment to CONSULTANT within forty five (45) days after receipt of appropriate invoices(s) from CONSULTANT. Progress payments, if permitted in DISTRICT approved scope of services, shall be processed no more than once per month. DISTRICT shall not pay interest or finance charges on any outstanding balance(s). CONSULTANT shall submit its invoice, in arrears, no later than sixty (60) calendar days following the month for which services were rendered. Failure to submit a timely invoice will result in delayed payment of services. CONSULTANT shall retain employee and expense records according to customary accounting methods and such records shall, upon request, be made available for inspection by DISTRICT to verify CONSULTANT'S invoices. All invoices shall itemize charges to conform to DISTRICT approved scope of services and the fee schedule as set forth in Attachment "B". All invoices shall contain, at a minimum, the following information: invoice number, invoice date, invoice amount, remittance address, and project name.

Except as specifically provided for and stated in this Agreement or Attachment "B", DISTRICT shall not be responsible for payment of any of CONSULTANT'S expenses related to this Agreement.

6. LICENSES – At all times, while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess and maintain all necessary licenses, registrations, certificates, permits and other authorizations as required by the applicable federal, state and local laws, regulations, rules and ordinances.

7. INSURANCE – CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and certified original 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 Employers' 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 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. 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, then 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 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) and Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back 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 for as long as the law allows.

E. General Insurance Provisions – All Lines:

- i. 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 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one (1) policy term.
- ii. 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 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.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of

insurance and certified original 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 a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT'S insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

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 certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- iv. 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.

- v. 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 coverages currently required herein, if, in the County Risk Manager's reasonable judgement, the amount or type of insurance carried by CONSULTANT has become inadequate.
 - vi. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 - vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
 - viii. 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.
8. 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 **COMPANY NAME**
AND WATER CONSERVATION DISTRICT

1995 Market Street
Riverside, CA 92501
Attn: INSERT NAME & TITLE

ADDRESS
CITY, CA ZIP
Attn: COMPANY CONTACT

9. ALTERATION – No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
10. INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT (including its 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 (its 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 or the County of Riverside to the fullest extent allowed by law.

11. WORK PRODUCT – CONSULTANT shall provide DISTRICT with all applicable data, materials, policies and report(s) as set forth in Attachment "A". All work products or deliverables furnished under this Agreement 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. If any such material is subject to copyright and/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.

12. TERMINATION – At any time during the term of this Agreement, DISTRICT may:
- A. Terminate this Agreement without cause upon providing CONSULTANT thirty (30) days written notice stating the extent and effective date of termination; or
 - B. 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 and any other documents 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 satisfactorily 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 15 (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.

13. ASSIGNMENT – Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT.
14. 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.
15. 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.

16. 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 of 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 or try to resolve the dispute.

17. 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.

18. CONFIDENTIALITY OF DATA – All financial, statistical, personal, technical or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third parties and shall be protected by CONSULTANT from unauthorized use and disclosure. CONSULTANT shall refer all request for information to DISTRICT. CONSULTANT shall observe all Federal, State and county regulations concerning confidentiality of records.

19. ENTIRE AGREEMENT - This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein
20. DISCREPANCIES – In the event of any conflict between the terms of this Agreement and Attachment "A" or Attachment "B", the terms of this Agreement shall govern. In the event of any conflict between Attachment "A" and Attachment "B", Attachment "A" shall govern.

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

(to be filled in by General Manager-Chief Engineer)

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

COMPANY NAME

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
NAME
Title

Consulting Services Agreement with
(Project Title)
DATE
CSS

EXHIBIT A
RESOURCE ALLOCATION TABLE (Sample)

	Principal	Project Manager	Project Engineer	Environmental Specialists	Administrative Support	TOTAL HOURS
TASKS	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>
Task 1						
Subtask 1A						
Subtask 1B						
Subtask 1C						
...						
Task 1 Subtotal						
Task 2						
Subtask 2A						
Subtask 2B						
Subtask 2C						
...						
Task 2 Subtotal						
						
Task 10						
Subtask 10A						
Subtask 10B						
Subtask 10C						
...						
Task 10 Subtotal						
Total Hours (#)						

NOTES:

1. Resource allocation worksheet(s) are required for prime consultant and subconsultants.

PART A: COST PROPOSAL FOR PROJECT/TASK ORDER (Sample)

	Principal	Project Manager	Project Engineer	Environmental Specialists	Administrative Support	Total Hours	Total Cost
Rate (\$/hr)							
Tasks	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i># of hrs</i>	<i>\$</i>
Task 1							
Subtask 1A							
Subtask 1B							
Subtask 1C							
...							
Task 1 Subtotal							
Task 2							
Subtask 2A							
Subtask 2B							
Subtask 2C							
...							
Task 2 Subtotal							
							
Task 10							
Subtask 10A							
Subtask 10B							
Subtask 10C							
...							
Task 10 Subtotal							
Total Hours (#)							
Total cost (\$)							

NOTES:

1. Resource allocation worksheet(s) are required for prime consultant and subconsultants.

EXHIBIT D
RESPONDENT'S PRIME CONSULTANTS, PARTNERS AND SUBCONSULTANT LIST

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF THE PROPOSED COST		
Name, Address, Telephone and E-mail address	<u>Relationship</u> : Prime, Joint Venture, Subconsultant	Type of work to be Completed	Percentages of Services (RFP Only)	LB*	DVBE**
TOTAL:					

NOTES:

* LB – Local Business

** DVBE – Disabled Veterans Business Enterprise