

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR 2022 PROFESSIONAL SERVICES ON-  
CALL LIST**

**I. OVERVIEW**

The Riverside County Flood Control and Water Conservation District (District) is seeking qualified firms to provide On-Call Professional Services in support of Capital Improvement Projects (CIPs) in the following Service Categories:

• Hydrology and Hydraulics	• CEQA and Environmental Compliance
• Structural	• Water Quality and Water Conservation
• Construction Oversight and Management	• Development Plan Check
• Geotechnical Engineering and Potholing	• Public Education, Marketing, and Communication Services
• Photogrammetry – Aerial Flights	• Real Estate Services
• CIP Implementation	• Operations and Maintenance

Additional details about the specific Service Categories are included in Attachment A.

Firms that submit a proper Statement of Qualifications (SOQ) Package in accordance with this RFQ will be evaluated and considered for inclusion on the District's 2022 Professional Services On-Call List ("2022 On-Call List"). All firms on current or previous On-Call Lists must reapply through this RFQ to continue to be available for on-call services. There will be no incumbents.

Firms that are selected for inclusion on the 2022 On-Call List as a result of this RFQ may be asked to execute a multiple year On-Call Consulting Services Agreement (Master Agreement) with the District, which covers the term, insurance, indemnity, task orders, and other global contracting requirements. Inclusion on the 2022 On-Call List or execution of the Master Agreement does not guarantee the award of any work, however, it will allow the District to quickly issue work to such firms on an as-needed basis. During the term of the Master Agreement, the District may issue work to selected firms on the 2022 On-Call List through the development of a Task Order, which will establish the specific agreed upon scope, schedule, deliverables, and cost for the individual task/project. Task Orders are approved and issued directly by the District's General Manager-Chief Engineer.

The Master Agreements will have an four (4)-year total 'Not to Exceed' value that is anticipated to range from \$100,000 to \$4,000,000. The value of any individual agreement will be established based on consideration of a number of factors, including but not limited to:

- The total number of qualifying firms on the On-Call List
- The qualifications of and range of services provided by each firm
- The forecasted needs of the District for an four (4)-year term of this On-Call List

All qualification documents must be received, and date stamped by the District by **Tuesday, August 17, 2021 1:30 pm Pacific Standard Time**. Late qualification documents will not be accepted.

## II. SELECTION SCHEDULE

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

Issuance of this RFQ	July 8, 2021
Deadline for Submission of Questions to the District	July 21, 2021
Responses to Questions*	July 30, 2021
<b>Deadline for Submission of SOQ</b>	<b>August 17, 2021 1:30 pm Pacific Standard Time</b>
Notification to Firms	September 30, 2021
Approval of the Pre-Qualified On-Call List by District's Board of Supervisors	June 2022 with a contract effective date of July 1, 2022

*\*Responses will be posted under 'Public Notices' on District's website [www.rcflood.org](http://www.rcflood.org)*

## III. POLICIES

- Firms are encouraged to carefully review this RFQ in its entirety prior to preparation of their Statement of Qualifications (SOQ). **All documents must be submitted in accordance with the instructions contained within this RFQ.**
- An SOQ may be scored lower or not scored at all if conditional, incomplete, or if it contains alterations of forms, additions not called for, or other irregularities that, in the opinion of the evaluation teams, affect their ability to fairly evaluate the SOQ.
- Any firm who wishes to make modifications to an SOQ already received by the District must withdraw his/her SOQ in order to make the modifications. It is the responsibility of the firm to ensure that the modified SOQ is resubmitted in accordance with the terms and conditions of this solicitation before the SOQ submittal deadline. Firms may withdraw their SOQ at any time prior to the Deadline for Submission by submitting a notification of withdrawal signed by the firm's authorized agent. The SOQ cannot be changed or modified after the Deadline for Submission.
- Only work products specifically identified as "proprietary" will be considered confidential.
- The District reserves the sole right to judge the firm's representation, either written or oral.
- This solicitation does not commit the District to award any work nor to pay any cost incurred with the preparation of the SOQ. Firms responding 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, limit the number of firms added to the On-Call List, 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 On-Call List and any agreements made pursuant to the On-Call 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 agreement or task order is awarded.
- The District reserves the right to request clarification of information submitted and to request additional information from any Respondent.
- All responses to this RFQ shall become property of the District.

**IV. SUBMITTAL REQUIREMENTS**

Each Respondent must prepare a comprehensive SOQ package. Submittals must meet all of the following requirements or they may be deemed non-responsive and not scored or considered for inclusion on the On-Call List.

- A. **All elements of your SOQ Package must be submitted in Adobe Acrobat (PDF) format** on a single flash drive. Submit a flash drive in its own sealed envelope and include the firm's name clearly printed on the top surface label of the envelope and a label on the flash drive with the firm's name. No hard copies of the proposal are required.
- B. Each SOQ Package CD/DVD or flash drive must have the following PDF files organized and named as shown below.



*Each SOQ Package will be divided and sent to multiple evaluation teams, so it is important (and required) that all submittals precisely follow these naming and organization requirements. Please insert the name of your firm in place of {FIRM NAME} shown below when naming your PDF files.*

All Respondents will have the following 2 PDFs:

*Table 1: Minimum required PDF files*

File Name Format	Content
{FIRM NAME}_SOQQ.pdf	Completed 'Statement of Qualifications Questionnaire' (SOQQ). See Section VI.A below.
{FIRM NAME}_SignatureAuth.pdf	Signature Authorization documentation. See Section VI.B below.

Additionally, you must include a 'Service Category Qualifications' PDF for each Service Category for which your firm is seeking pre-qualification. If your firm provides services across multiple Service Categories, you must submit multiple PDFs, one for each category.

*Table 2: Service Category Qualification PDF files*

Service Category	File Name Format	Content
<b>A. Hydrology and Hydraulics</b>	{FIRM NAME} Hydrology and Hydraulics.pdf	See Section VI.C. below
<b>B. Structural</b>	{FIRM NAME} Structural.pdf	
<b>C. Construction Management</b>	{FIRM NAME} Construction.pdf	
<b>D. Geotechnical and Potholing</b>	{FIRM NAME}_Geotech and Potholing.pdf	
<b>E. CEQA and Environmental Compliance</b>	{FIRM NAME}_CEQA and Env.pdf	
<b>F. Water Quality and Water Conservation</b>	{FIRM NAME}_WQ and WaterCon.pdf	
<b>G. Development Plan Check</b>	{FIRM NAME}_PlanCheck.pdf	
<b>H. Public Education</b>	{FIRM NAME} Public Educaton.pdf	
<b>I. Photogrammetry - Aerial</b>	FIRM NAME} Photogrammetry.pdf	
<b>J. Real Estate Services</b>	FIRM NAME} Real Estate Services .pdf	
<b>K. CIP Implementation</b>	FIRM NAME}_ CIP Implementation pdf	
<b>L. Operations &amp; Maintenance</b>	FIRM NAME: Operations and Maintenance pdf.	

- C. **No other files** other than the above-mentioned PDF files should be included on the flash drive. All information must be incorporated into the applicable PDF(s) listed above. Additional files provided on flash drive will be disregarded and not considered in the evaluation or scoring.

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 exhibits or work examples only) to facilitate printing by our evaluation teams, if needed. Font size must be 11 pt. or greater.

Prepare a hard copy cover letter to accompany your SOQ Package flash drive. Upon receipt by the District of your cover letter and flash drive, this letter will be date and time stamped as evidence that the submittal was received before the Deadline for Submission.

- D. Your SOQ Package must be received by the Deadline for Submission at:

Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
Attention: Marilyn Weisenberg  
RE: SOQ for 2022 PROFESSIONAL SERVICES ON-CALL LIST

- E. E-mail submissions of your SOQ package will NOT be accepted.

## V. FORMS

This RFQ, including attachments and forms, can be viewed, and downloaded from the District's website at:

<https://rcflood.org/2022-OnCall-RFQ>

## VI. SOQ PACKAGE REQUIREMENTS

This Section describes each of the elements that must be included in your SOQ Package. A 'Submittal Requirements Summary' is also provided in Attachment C.



Each of these elements must be submitted in the format and in the specific files required in Section IV of this RFQ. Information submitted that does not follow those requirements may not be evaluated.

### A. Statement of Qualifications Questionnaire

Submit as: {FIRM NAME}\_SOQQ.pdf

Each Respondent must complete the 'Statement of Qualifications Questionnaire' (SOQQ) included as Attachment B to this RFQ.

Three specific notes about the SOQQ Form:

1. On the first page of the form, there is a section that asks for the name and title of the 'Agreement Signatory'. This *may* not be the person preparing the SOQ Package but rather the person that has the authority and authorization to execute Consulting Service Agreements on behalf of your company. See also the description in Section VI.B. below and the sample 'Master Agreement' provided in Attachment D.

2. The second page of the SOQQ form requires you to affirm your willingness and ability to provide the required insurance coverage and agreement to the District's standard required indemnification language. Both can be read in detail on the sample Master Agreement provided in Attachment D to this RFQ.

The insurance requirements are summarized below for reference.

- i. General Liability = **\$2,000,000/\$4,000,000 annual aggregate**
- ii. Vehicle Liability = **\$1,000,000**
- iii. Worker's Compensation Insurance covering all of the Contractor'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.
- iv. Professional Liability or Errors and Omissions = **\$1,000,000 per occurrence/\$2,000,000 annual aggregate**
- v. **Aviation Liability** (if applicable) = \$2,000,000/\$4,000,000 annual aggregate
- vi. **Cyber Liability** (if applicable) = \$2,000,000/2,000,000 annual aggregate

**Note:**

- All insurance requirements apply both to your firm and to any sub-consultants you may use in providing services to the District.
  - Insurance forms are not required with your SOQ Package. Selected firms will be required to submit the actual insurance forms prior to execution of any Master Agreement.
3. If your firm will rely on sub-consultants to perform portions of any of the services identified in Section C, you will need to attach an additional page to the SOQQ form as required per Section VII below

**B. Signature Authorization**

Submit as: **{FIRM NAME}**\_SignatureAuth.pdf

Firms selected for inclusion on the On-Call List may be asked to execute a 'Master Agreement' with the District. The person identified as the 'Agreement Signatory' on the SOQQ form (Attachment B to this RFQ) will be the person to execute this agreement on behalf of your company.

**Table 1: Signature Authority Documents**

A. Company Formation Documents
B. Resolution or Applicable Documents evidencing the firm's authorized signatory

The document(s) to be included in the **{FIRM NAME}**\_SignatureAuth.pdf file shall consist of any appropriate company documentation **as identified in Table 1: Signature Authority Documents** that affirms that the person identified as the 'Agreement Signatory' has been duly authorized to enter into Professional Service Agreements on behalf of the company.

### C. Service Category Qualifications

#### **Instructions**

- Submit a PDF that meets the content and organization requirements described below for each Service Category for which your firm is seeking pre-qualification. If your firm is seeking pre-qualification for multiple Service Categories, you will need to provide multiple PDF files, one for each Service Category.
- **Each Service Category Qualifications PDF must include Sections 1 through 3 described below.** Each Section must be clearly distinguished with a divider page in the PDF. PDF bookmarking of each Section is requested to facilitate review of the digital file.
- Each PDF must be a stand-alone file that contains all required information to show your firm's qualifications for that Service Category. No cross referencing between PDFs is allowed. This may mean that some information (such as resumes or example projects) could be repeated in multiple PDFs if that information applies to more than one Service Category.
- Submit PDF file(s) named as shown in Section IV. B of this RFQ.
- The page limits described below apply to each Service Category, meaning that each Service Category Qualifications PDF can have up to the shown number of pages.

#### **Section 1: Service Category Checklist(s)**

Complete and submit the applicable Service Category Checklist(s) (included in Attachment A to this RFQ). A single page cover sheet for each Category is acceptable but also optional. Each Service Category has its own Checklist that identifies the types of services the District may seek (referred to as 'Tasks'). Some Service Categories have multiple checklists (also included in Attachment A) that must be included in this Section of your Service Category Qualifications PDF (see Table 3 below).

In the Service Category Checklist(s), clearly identify which Tasks the firm is qualified for and has experience in performing by checking all appropriate boxes. Select the tasks your firm and affiliated sub-consultants are qualified to perform. Firms will be selected that are best qualified for each Task. Qualifications and experience for each Task selected on the Checklist must be substantiated via the information provided in Sections 2 and 3 as described below.

*Table 3: Checklists for each Service Category*

<b>Service Category</b>	<b>Service Category</b>	<b>Additional Checklists to include in this Section</b>
A. Hydrology and Hydraulics	Table A-1	Table A-2
B. Structural	Table B-1	Table B-2
C. Construction Oversight and Management	Table C-1	Table C-2
D. Geotechnical and Potholing	Table D-1	Table D-2
E. Environmental and Regulatory Compliance	Table E-1	Table E-2, E-3
F. Watershed Protection Programs	Table F-1	Table F-2, F-3, F-5
G. Development Plan Check	Table G-1	Not Required (Only one task in this Category)
H. Public Education	Table H-1	Table H-2
I. Photogrammetry – Aerial Flights	Table I-1	Table I-2
J. Real Estate Services	Table J-1	Table J-2 through J-5
K. CIP Implementation	Table K-1	N/A
L. Operations and Maintenance	Table L-1	N/A

## **Section 2: Firm and Staff Experience**

Provide the following information within this Section:

- **Organizational chart(s)** identifying key personnel and pertinent support staff that will be available to perform and/or assist with the Tasks selected on the Service Category Checklist. **Maximum of two (2) pages for each Service Category and maximum page size 11" x 17".**
- **Personnel Table** identifying all key personnel that are be involved in performing the Tasks selected on the Service Category Checklist. For all listed personnel, identify names, job titles (job title refers to the function on this contract, not necessarily their company title), years of experience performing those specific Tasks, and licenses or certifications (as applicable). If sub-consultants are key to the completion of tasks you have selected, please include them in Table 4 Personnel table. **Maximum of one (1) page for each Service Category.** The Table below can be used as an example.

*Table 4: Format for Personnel Table*

<b>Service Category: Hydrology and Hydraulics</b>			
Person 1	Title	Yrs. Exp	Certifications
Person 2	Title	Yrs. Exp	Certifications
Person 3	Title	Yrs. Exp	Certifications

- **Resumes** shall be provided for key personnel that would be leading the Task(s) selected on the Service Category Checklist. **Up to ten (10) pages of resumes can be provided for each Service Category.**

## **Section 3: Record of Past Performance**

Provide the following information in this Section (descriptions of each is provided below):

- ✓ Summary Record of Past Performance Table
- ✓ Project Reference Summaries

### *Summary Record of Past Performance*

Complete the applicable 'Summary Record of Past Performance' Table included in Attachment A for each Service Category to be considered (See Table 5 below). Projects listed should be within the last five (5) years, and identify which Tasks (from the Service Category Checklist) were involved in each project. **Maximum of one (1) page for each Service Category.**

*Table 5: Summary Record of Past Performance Tables*

<b>Service Category</b>	<b>Summary Record of Past Performance Table (Att A)</b>
A. Hydrology and Hydraulics	Table A-2
B. Structural	Table B-2
C. Construction Oversight and Management	Table C-2
D. Geotechnical and Potholing	Table D-2
E. Environmental and Regulatory Compliance	Table E-5
F. Watershed Protection Programs	Table F-6
G. Development Plan Check	Not Required <i>only one task in this category</i>
H. Public Education	Table H-2
I. Photogrammetry – Aerial Imaging	Table I-2
J. Real Estate Services	Not required
K. CIP Implementation	Table K-2
L. Operations and Maintenance	Table L-2

### *Project Reference Summaries*

From the list of projects identified in the 'Summary Record of Past Performance,' provide Project Reference Summaries for those projects that best demonstrate experience (local preferred) performing the Task. Projects must be within the last five (5) years and preferably involve the staff identified in Section 2. The following information shall be provided for each project reference summary:

- Project name
- Brief description of specific services provided by your company and how they relate to the Tasks selected on the Service Category Checklist.
- The dates or years in which your firm provided those services.
- Staff (from Section 2) that were involved in the project and their specific role.
- Contracted and final invoiced costs for the individual project or task.
- Identify if your services were successfully rendered within budget and on schedule. If there were cost or schedule over-runs, please explain.
- Client contact name, telephone number and email address.

**Up to ten (10) pages of Project Reference Summaries can be provided for each Service Category.**

## **VII. PUBLIC WORKS AND THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENTS:**

Consultant work that is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The consultant and sub-consultants shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor, and other requirements including, but not limited to, Labor Code Sections 1771.4, 1773.1, 1774, 1775, and 1776.

Pursuant to Labor Code Section 1771.1, any consultant submitting a bid or sub-consultant listed in the Personnel Table must be currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. No agreement will be awarded without proof that the consultant and it's proposed sub-consultant(s) is currently registered with the California DIR. This information is requested on the SOQQ form for the consultant only; a one-page list for sub-consultants and corresponding California DIR registration identification numbers will need to be attached to the SOQQ described in section VI A.

## **VIII. EVALUATION PROCESS AND CRITERIA**

Each SOQ will be given a thorough review by a committee of District staff. The committee will evaluate your qualifications for inclusion on the On-Call List. The evaluation criteria to be used in the selection process will include, but is 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 for any inquiries. Any submittals stamped as received after the Deadline for Submission will be rejected.
  - b. SOQ documents that do not adequately address each of the requirements of Section VI and/or that do not follow the formatting and submission requirements in Section IV 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 an On-Call List of pre-qualified firms to the General Manager-Chief Engineer. Firms will be evaluated independently for each Service Category selected based on factors such as but not limited to:

Personnel, Technical Competence and Qualifications - Education, experience, training, and skills of key personnel assigned to provide and oversee the services. Preference is given to personnel that are directly employed by the firm, as opposed to that of a sub-consultant.

Relevant Experience, Technical Competence and Past Performance - The firm's specialized experience, expertise, past performance, and competence that qualify a firm to perform the specific Tasks selected in the Service Category Checklist. Evaluation will include consideration of past performance on projects in terms of cost control, quality of work, and reporting products, completion of work on time and within budget. An important factor will be demonstration that the personnel identified in your SOQ Package had a direct and significant role in the identified projects.

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 experience with the specific requirements, permits, regulations, and agencies with which the District regularly interacts for the selected Tasks/Service Categories, and experience within the specific environment of Riverside County.

Please note that, at the time firms are chosen for a specific Task Order, additional criteria may be applied to select a 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.

## IX. POST-EVALUATION PROCESS

- The committee will make a recommendation for inclusion on the 2022 On-Call List to the District's General Manager-Chief Engineer. The specific firms and number of firms recommended for inclusion on the 2022 On-Call List will be based on the qualifications of each firm and consideration of the amount of work that is forecasted for any given Service Category or Task.
- If the District's General Manager-Chief Engineer approves the recommendation of the committee, then the 2022 On-Call List will be submitted to the District's Board of Supervisors for consideration and approval.
- Each firm that submitted an SOQ Package will receive a mailed response regarding the outcome of the selection process. *See the anticipated schedule in Section II.*
- After the General Manager-Chief Engineer approves the recommendation of the committee regarding the 2022 On-Call List, firms may be asked to enter into a Master Agreement with the District. A *sample* Master Agreement has been included as Attachment D. The Master Agreement sets forth the general provisions of consulting work such as term, cost limitations, insurance, indemnification, notices, etc., and provides a means by which the District can quickly issue Task Orders when the need for such services arises.
- A 'Not to Exceed' value will be assigned to each Master Agreement by the District based on consideration of factors such as the number of firms on the 2022 On-Call List, the qualifications and range of services the firm is able to provide, and forecasted needs of the District.

- The term of the 2022 On-Call List will be four (4) years. Master Agreements executed pursuant to the list will be through June 30, 2026, independent of the Agreement signature date.
- Before the expiration of the 2022 On-Call List and Master Agreements, the District plans to issue a new RFQ providing an opportunity for new consulting firms to be included on the next cycle of the On-Call List.

## X. CONFLICT OF INTEREST

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

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

## XI. FREQUENTLY ASKED QUESTIONS

### **Does the SOQ require that the firm list subcontractors?**

The SOQ does not require a list of subcontractors unless your firm is relying on a sub-contractor for any of the selected Tasks on the Service Category Checklist(s). In that case, the Sub-contractor information should be identified in your SOQ Package within your Service Category Qualifications PDF(s).

At the time the 2022 On-Call List is utilized for a specific Task, it is understood that the firm will organize a team to meet the needs of the specific Task Order, if necessary. At that time, the firm will be expected to offer a list of sub-consultant staff for the specific Task Order (if required for the task).

### **How will the 2022 On-Call List operate?**

When the District requires on-call services, the District, at its sole discretion, may either directly select one of the firms from the established 2022 On-Call List to perform the work or request one or more additional firms to submit cost estimates. Once a firm is selected, the District will request the selected firm to submit a detailed proposal, including a scope of work, cost estimates, schedules, and other pertinent information for the proposed Task Order. Based on the District's evaluation of the selected firm's proposal, the District may choose to issue an Assigned Task Order to the firm, reject the firm's responses, and extend the opportunity to respond to the proposed Task Order to additional firms, ask for further clarifications to the firm's responses, or opt not to issue the Task Order.

The District will endeavor to distribute Task Orders among firms on the 2022 On-Call List as work appropriate to their qualifications arises. Prior to receiving a notice to proceed for an Assigned Task Order, the firm will be required to submit a complete and accurate insurance certificate that meets or exceeds the insurance requirements in the Master Agreement. **Execution of a Master Agreement does not obligate the District to assign tasks or projects to a firm.**

#### Attachments:

- A – Service Categories and Checklists
- B – Statement of Qualification Questionnaire (SOQQ)
- C – Submittal Requirements Summary
- D – Sample Master Agreement

**Attachment A - Service Categories and Checklists**

- A. Hydrology and Hydraulics
- B. Structural Design
- C. Construction Oversight and Management
- D. Geotechnical and Potholing
- E. Environmental and Regulatory Compliance
- F. Watershed Protection Programs
- G. Development Plan Check
- H. Public Education, Marketing and Communication Services
- I. Photogrammetry - Aerial Imaging
- J. Real Estate Services
- K. CIP Implementation

**Service Category A. HYDROLOGY AND HYDRAULICS**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes in Table A-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ **CONDUCT:** Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ **SUB-CONSULT:** Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note that firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants).
- ✓ **PEER REVIEW:** Indicates that your firm has both expertise and previous experience in providing peer review of work product prepared and submitted by others.

**Table A-1  
SERVICE CATEGORY CHECKLIST  
HYDROLOGY AND HYDRAULICS**

TASK		CONDUCT	SUB-CONSULT	PEER REVIEW
<i>Check All Applicable Services</i>				
A.1	Master Drainage Plans, Hydrology and Other Planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A.2	Hydraulic Modeling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A.3	Stream Geomorphology/Scour Assessment and Restoration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A.4	FEMA CLOMR/LOMR Preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A.5	Dam Inundation Study and Mapping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A.6	Post Fire Hazard Assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **Task A.1 Master Drainage Plans, Hydrology and Other Planning Studies**

Work performed under this section may involve the following:

- Perform hydrology calculations using District approved methods
- Evaluation of detention storage options/locations
- Development and evaluation of alternative facility types and alignments
- Perform hydrologic routing and hydraulic calculations as needed
- Develop planning level cost estimates using District approved unit cost analysis
- Preparation of report summarizing the study
- Review and evaluate hydrology methodologies
- Review and evaluate rainfall data
- Review and recommend updates to District Hydrology Manual
- Water Conservation service as described in Task G.5
- Provide classroom like training on one or more of the topics in this category

### **Task A.2 Hydraulic Modeling**

Firms responding to this Task must demonstrate knowledge and experience developing and performing computerized hydraulic models using WSPGW, HEC-RAS 1D (steady and unsteady) and/or 2D, Flo-2D Pro or other District accepted computer application for the design or analysis of storm flow through existing waterways, urban communities, as well as existing or proposed flood control facilities and structures. Required modeling may include but is not limited to: improved or natural open channels, streets, levees, drop structures, closed conduit systems, inlets, hydraulic junctions, street flow capacity, culvert design, and bridge/pier analysis. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual. Firms shall use topographic mapping provided by the District or, if not available, supplement with USGS or best available topography. All work shall be performed in accordance with District standards and any special criteria established by the District. Firms shall be able to estimate appropriate model inputs, including channel cross sections, roughness values from topographic data, aerial photographs, and field reconnaissance. Firms must be able to interpret model outputs, including but not limited to water surface elevations, depths, velocities, flow regimes, critical depth, and Froude number. Firms must prepare reports documenting the approach of the hydraulic analysis, discharges, depths, and velocities at identified points of interest, and prepare associated work maps and final exhibits.

Firms shall identify in their Service Category Qualifications what hydraulic modeling software packages their firm has expertise in from those listed in the District Accepted Software Memo, dated July 1, 2016. Of additional interest is firms with experience and expertise developing and running scale physical hydraulic models of complicated hydraulic structures that may be considered for construction.

Prospective firms shall indicate the qualifications, experience, licenses, certificates, and academic degrees that their employees, who will be performing these services, possess. All hydraulic modeling and reports must be stamped and signed by a Civil Engineer licensed in the State of California.

**The District is also interested in understanding which firms have experience providing classroom like training on or more of the HEC RAS 1D and 2D.**

### **Task A.3 Stream Geomorphology/Scour Assessment and Restoration**

Firms responding to this Task must demonstrate that it has staff with expertise and applicable\* experience to provide all of the following types of services, including any field investigations, hydrologic, and/or hydraulic modeling necessary:

- Investigate and assess current conditions of stream systems to identify potential causes for geomorphic instability.
- Estimate the type and direction of future stream geomorphology based on existing conditions and anticipated future development.
- Estimate long term sediment transport.
- Provide a formal report containing detailed, project-specific, tailored recommendations for construction of localized scour protections, or for creek restoration projects that would establish geomorphic stability without compromising flood conveyance or maintainability. The expectation is that this report would provide all necessary information to facilitate development of plans for construction.
- Evaluate flooding and debris flow risk to live and property due to post wildfire.

*\*Applicable experience must be for ephemeral stream systems in semi-arid/arid environments comparable to Riverside County.*

### **Task A.4 FEMA CLOMR/LOMR Preparation**

Firms shall prepare hydrologic models and hydraulic models as described in Task A.1 and A.2 including a duplicate effective, corrected effective, existing, and proposed conditions model, as needed. Firms shall prepare the water surface elevation profiles, floodplain work-maps, and annotated FIRM panels.

Firms shall prepare MT-2 forms to include in a package to FEMA detailing the changes initiating the revised floodplain mapping. Prepare Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) application package to include hydrologic and hydraulic models, completed FEMA certification forms, floodplain work maps, revised flood profile, and annotated FIRM panels showing the revised floodplain. Firms shall coordinate with the District and FEMA to revise the CLOMR/LOMR based on review comments.

CLOMR/LOMR preparation for levees will include additional tasks. Firms shall review previous geotechnical reports and/or complete additional geotechnical analysis to determine whether the levee meets Title 44 of the Code of Federal Regulation, Section 65.10 (44 CFR 65.10) for mapping of areas protected by levee systems. Firms shall be able to determine whether the levee meets FEMA design criteria for slope stability, foundation stability, and settlement. Verify the levee meets the FEMA criteria for freeboard. Toe scour shall be calculated to determine embankment protection and foundation stability. Interior drainage analysis will involve determining whether high flow in the channel will flood interior areas due to backwater. Updated floodplain maps shall also include "without levee" floodplains analysis in case a levee does not meet 44 CFR 65.10.

### **Task A.5 Dam Inundation Study and Mapping**

Firms shall be disciplined and capable of providing engineering services to develop a dam inundation study. These services include a hydrologic analysis, dam break analysis, hydraulic modeling, and appropriate dam inundation mapping limits based on multiple dam failure scenarios. Hydrologic modeling will be performed in accordance with the District's Hydrology Manual (dated April 1978) and HMR 58/59 to generate the Probable Maximum Flood (PMF). Dam breach analyses may utilize both actual dam characteristics and empirical equations for both fair weather and hydrologic scenarios. Using topographic mapping, develop hydraulic models that will dynamically route the spillway, and dam-breach hydrographs to the appropriate outfalls. Tasks would include preparation of a report including the technical studies and inundation maps in accordance with Cal-EMA regulations and guidelines.

### Task A.6 Post-Fire Hazard Assessment

Firms responding to this Task must demonstrate that it has staff with experience and technical capability to provide all of the following types of services, including any field reconnaissance, hydrologic and/or hydraulic modeling necessary:

- Collect and assess post fire work products from BAER Team, WERT Team, California Geologic Survey, USGS, Cal Fire, and others to determine debris flow risk in watersheds that potentially impact developed areas.
- Investigate and assess current conditions of main watercourses for sediment loading, debris availability, size of visible debris in the channels, evidence of historic debris-flows, etc.
- Topographic mapping shall be provided by the District or, if not available, prepare LiDAR mapping and/or topographic mapping.
- Experience and technical capability of developing two-dimensional hydraulic models using Flo-2D PRO or HEC-RAS 2D, or other District accepted programs. Firms shall be familiar with rainfall and hydrograph model inputs and incorporating the District's Hydrology Manual.
- Provide a formal report, exhibits and GIS layers documenting methodologies, modeling analysis and results from other tasks to determine flood and debris flow risk.

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.

**Table A-2  
SUMMARY RECORD OF PAST PERFORMANCE  
HYDROLOGY AND HYDRAULICS CATEGORY**

Project Number	PROJECT NAME	If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume			Check all Task(s) applicable to each project.					
		No Project Upscope	Completed on Schedule	Completed Under Budget	A.1 Hydrology and Planning	A.2 Hydraulic Modeling	A.3 Geomorphology/Scour	A.4 FEMA CLOMR/LOMR	A.5 Dam Inundation Study	A.6 Post-Fire Hazard Assessment
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**Service Category B. STRUCTURAL DESIGN**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes on Table B-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note that firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants.)
- ✓ TRAIN: Indicates that your firm has actual experience conducting classroom-like training on the specific Task.
- ✓ PEER REVIEW: Indicates that your firm has both expertise and previous experience in providing peer review of work product prepared and submitted by others.

**Table B-1  
SERVICE CATEGORY CHECKLIST  
STRUCTURAL DESIGN**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
B.1	Custom Structure Design (Reinforced Concrete)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.2	Evaluating Structural Integrity of Existing Flood Control Structures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Task B.1 Custom Structural Design (Reinforced Concrete)**

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing reinforced concrete structural design for new or rehabilitation of existing flood control facilities.

Typical reinforced concrete flood control facilities include but are not limited to box culverts, pipes, rectangular channels, trapezoidal channels, bridges, drop structures, pier noses, cutoff walls, retaining walls, parapet walls, and junctions. Firm should also be capable of designing modifications to standard structures as needed to accommodate penetrations, non-standard junctions, utility protection measures, etc. All work shall be performed in accordance with current applicable codes, District standards, and any special criteria established by the District.

All structural designs, dimensions, and reinforcing steel schedules will be required to be detailed on project plans and stamped by a Civil Engineer registered in the State of California.

**Task B.2 Evaluating Structural Integrity of Existing Flood Control Structures**

Firms responding to this Task must demonstrate experience, knowledge, and familiarity with performing structural analysis, non-intrusive field inspections (such as high definition video inspections), or intrusive means (such as core drilling) to assess the structural integrity of existing structures. Assessment of such structures may be due to the aging of such facility or due to proposed temporary or permanent loads that maybe beyond the as-built condition.

All work shall be performed in accordance with current applicable state and federal codes.

All structural analysis, inspection reports, and repair recommendations will be summarized in a report stamped by a Civil Engineer registered in the State of California.

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.

**Table B-2  
SUMMARY RECORD OF PAST PERFORMANCE  
STRUCTURAL DESIGN**

Project Number	PROJECT NAME	If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume			Check all Task(s) applicable to each project.	
		No Project Upscope	Completed on Schedule	Completed Under Budget	B.1 Custom Structure Design (Reinforced Concrete)	B.2 Inspection Evaluating Structural Integrity of Existing Flood Control Structures
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Service Category C. CONSTRUCTION OVERSIGHT AND MANAGEMENT**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes on Table C-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ **CONDUCT:** Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ **SUB-CONSULT:** Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note that firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants.)

**Table C-1  
SERVICE CATEGORY CHECKLIST CONSTRUCTION  
OVERSIGHT AND MANAGEMENT**

TASK		CONDUCT	SUB-CONSULT
<i>Check All Applicable</i>			
C.1	Full-Service Construction Management	<input type="checkbox"/>	<input type="checkbox"/>
C.2	Inspection	<input type="checkbox"/>	<input type="checkbox"/>
C.3	Materials Testing and Analysis	<input type="checkbox"/>	<input type="checkbox"/>

**Task C.1 Full Service Construction Management**

Firms responding to this Task must have an established team of local staff that is qualified and experienced in providing full service Construction Management for flood control or similar linear underground projects. Relevant past experience should include construction management for linear projects within the 'built' environment, such as within existing paved public roads, and experience with applicable codes and standards used in the construction of flood control facilities.

Firms providing Full Service Construction Management would act as an agent of the District, provide all necessary oversight to verify and enforce compliance with the plans and specifications, over the three phases of a construction project: Preconstruction, Construction, and Closeout.

Firms must present an established and appropriately qualified local team that covers the following roles:

- 1) *Construction Manager:* This person would be responsible for coordinating all consultant operations in providing full-service construction management, and would be the primary point of coordination with the District and the Contractor. The personnel in this role should have a minimum of five (5) years of experience as a lead in providing construction management over relevant construction projects. Must be a PE-Civil in California, and should have knowledge of hydraulics and reinforced concrete structures.
- 2) *Field Inspector:* See C.2 below for requirements.
- 3) *Materials Testing and Analysis:* See C.3 below for requirements.

### **Task C.2 Inspection**

Firms responding to this Task must identify local staff that have the experience and qualifications to provide full or part time inspection on flood control projects, including all documentation necessary to track progress, estimate quantities, verify payment requests, etc. Emphasis should be placed on experience inspecting construction projects within a 'built' environment, such as within existing paved public roads, and experience with applicable standards and conventions used in the construction of flood control facilities.

The inspector(s) shall have a minimum of five (5) years of experience inspecting relevant construction projects and shall be a trained competent person as defined by 29 CFR 1926.650. Inspection staff that are certified as a Qualified SWPPP Practitioner (QSP) are also desired to ensure that the District (as project owner and LRP) stays in compliance with the Construction General Permit.

### **Task C.3 Materials Testing and Analysis**

Firms responding to this Task must identify the staff available to perform testing and reporting on materials such as earthwork, concrete, and asphalt. The equipment and/or laboratories that will be utilized shall also be referenced. Testing may consist of, but not be limited to, the following:

- Soil Sieve and Proctor Testing
- Soil Consolidation Testing
- Field Density Testing
- Concrete Cylinder Fabrication and Testing
- Asphalt Concrete Testing
- Precast Concrete Materials and Fabrication Audits.

Staff identified for providing Materials Testing and Analysis must have a minimum of two (2) years of relevant experience, specifically including experience in the use of a Nuclear Moisture/Density Gauge, and must have and maintain all required industry or equipment certifications. Possession of appropriate American Concrete Institute (ACI) Certifications is preferred.

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.

**Table C-2  
SUMMARY RECORD OF PAST PERFORMANCE  
CONSTRUCTION OVERSIGHT AND MANAGEMENT**

Project Number	PROJECT NAME	If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume			Check all Task(s) applicable to each project		
		No Project Upscope	Completed on Schedule	Completed Under Budget	C.1 Construction Management	C.2 Inspection	C.3 Materials Testing & Analysis
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Service Category D. GEOTECHNICAL AND POTHOLING**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes on Table D-1 below for the Task(s) that your firm and sub-consultant (if any) can perform and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note that firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants.)
- ✓ PEER REVIEW: Indicates that your firm has both expertise and previous experience in providing peer review of work product prepared and submitted by others.

**Table D-1  
SERVICE CATEGORY CHECKLIST  
GEOTECHNICAL AND POTHOLING**

TASK		CONDUCT	SUB-CONSULT	PEER REVIEW
<i>Check All Applicable Services</i>				
D.1	Subsurface Soils Investigation and Engineering Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.2	Dam/Levee Design and Rehabilitation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.3	Potholing and Utility Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Task D.1 Subsurface Soils Investigation and Engineering Analysis**

Firms responding to this Task must demonstrate relevant experience and appropriate licensure/certifications for providing the following types of Geotechnical Engineering Services, **including performance of any necessary field investigations and lab testing that may be required** to support design of flood control facilities.

Field Investigations and Engineering Recommendations for:

- Grading and Site Clearing that may be Necessary for the Construction of the Project
- Excavation and Rip ability
- Seismic Refraction Survey
- Potential Groundwater Impacts for the Project
- Allowable Bearing Capacity and Foundation Preparation/Ground Improvement
- Flexible and Rigid Pavement Design
- Unit Weight for compacted fill
- Moisture Content Necessary to Use Excavated Soils in Compacted Fill
- Soil Classification and Physical Properties
- Lateral Earth Pressure for Design or Analysis of Earth Retaining Structures
- Maximum Modulus of Subgrade Reaction
- Slope Stability and Protection
- Seismic Stability & Liquefaction

- Seepage Analysis
- Open and Braced Excavation (Shallow/Deep)
- Infiltration feasibility
- Corrosivity

#### **Task D.2 Dam/Levee Design and Rehabilitation**

The District is seeking firms with experience and qualifications in designing new Dams/Levees, as well as rehabilitating existing Dams/Levees.

Firms responding to this Task must demonstrate relevant experience and appropriate licensure for the types of work described below:

Most dams will be under the jurisdiction of California Department of Water Resources, Division of Safety of Dams (DSOD), thus, experience working with DSOD is desired. The consultant will be expected to lead a multidisciplinary team to perform work such as feasibility studies, site reconnaissance and geotechnical/geologic investigations, seismic and stability analysis, embankment material sourcing and selection, seepage analyses and mitigation, filter design, spillway and outlet works design, and analysis and mitigation of potential failure modes. The consultant may also be tasked to review, study, and analyze existing dams and provide recommendations and construction plans for rehabilitation measures.

With regard to levees, the consultant must have demonstrated experience in the design of earthen levees, slope protection, scour/toe protection, foundation requirements, embankment material, seepage analysis, slope stability, settlement analyses, levee transitions, etc., and design such structures to meet Federal Emergency Management Agency (FEMA) criteria. The consultant may also be tasked to investigate existing levees and prepare a report of the findings with recommendations for rehabilitation.

#### **Task D.3 Potholing and Utility Location**

Firms responding to this Task shall demonstrate relevant experience, licensure, and certifications for providing Underground Utility Potholing Services for District Capital Improvement Projects, including all of the following:

- Coordination with each of the utility companies, such as verifying utility type and material, ensuring protection of the utility during potholing, etc.
- Secure any required encroachment permits, including design and implementation of any necessary temporary traffic controls as may be required by the local agency.
- Performance of air vacuum excavation "Air Knife" pothole technology or other appropriate investigative methods.
- Detailed reports including ALL of the following:
  - Size and dimensions of utility and/or encasement
  - Type and material of utility
  - Depth to top and bottom of utility
  - Digital photographs of utility
  - Thickness and type of all paving materials
  - Additional conflicts/observations such as previously unidentified utilities, unusual subsurface conditions, utility encasements, etc.
- Traffic control approved by local or State transportation agency
- Restoration of the property, pavement, landscaping, etc. following potholing.

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.

**Table D-2  
SUMMARY RECORD OF PAST PERFORMANCE  
GEOTECHNICAL AND POTHOLING**

Project Number	PROJECT NAME	If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume			Check all Task(s) applicable to each project		
		No Project Upscope	Completed on Schedule	Completed Under Budget	D.1 Subsurface Soils Investigation and Engineering Analysis	D.2 Dam/Levee Design and	D.3 Potholing and Utility Location
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**Service Category E. ENVIRONMENTAL AND REGULATORY COMPLIANCE**

*The Environmental and Regulatory Division is looking for a range of Consultants, including "one-stop shop" firms that can perform all or most of the requested services and firms that specialize in one or more technical areas.*

After reviewing the Service Category definitions on the following pages, please check all applicable boxes on Table E-1 (on the following page) for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note that firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants.)
- ✓ TRAIN: Indicates that your firm has actual experience conducting field and classroom-like training on the specific Task.
- ✓ PEER REVIEW: Indicates that your firm has both expertise and previous experience in providing peer review of work product prepared and submitted by others.

**Table E-1  
SERVICE CATEGORY CHECKLIST ENVIRONMENTAL AND  
REGULATORY COMPLIANCE**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
E.1	CEQA, NEPA compliance and constraints analysis, including document preparation, noticing, distribution, and public meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.2	Cultural resources investigations, surveys, and monitoring, including short notice discovery response and assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.3	Paleontological resources investigations, surveys, and monitoring, including short notice discovery response and assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.4	General biological resources assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.5	Focused surveys, monitoring, trapping, holding/handling, or relocating (Please complete <i>Table E-2 Common Riverside County Listed Species</i> )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.6	Pre-construction nesting bird, burrowing owl, and other species surveys, and short notice biological resources discovery response and assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.7	Jurisdictional delineations, including permit preparation and negotiation with Resource Agencies, and HMMP report preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.8	Invasive vegetation removal, Habitat restoration and enhancement, HMMP implementation, and plant pallet/seed mix and cuttings/plantings for District mitigation projects and/or facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.9	Phase 1 and Phase 2 ESA, and/or hazardous material presence/absence reports, monitoring and short notice discovery response and assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.10	Air quality and GHG analysis with project and programmatic-level technical expertise, and mitigation pursuant to the AQMD standards and CEQA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E.11	Noise and vibration studies and mitigation prepared pursuant to CEQA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Task E.1**      **CEQA and/or NEPA Compliance and Constraints Analysis, including Document Preparation, Noticing, Distribution, and Public Meetings**

Prepare and distribute CEQA documents such as an Initial Study, Mitigated Negative Declaration, and/or Environmental Impact Report (EIR). On occasion, separate or joint CEQA and NEPA documents may be required.

Provide measures and/or recommendations to mitigate potentially significant impacts, and prepare Mitigation Monitoring and Reporting Program (MMRP), when necessary.

Attend public scoping meetings and/or public hearings to support the District, and prepare and distribute applicable public notices (e.g., Notice of Intent, Notice of Preparation, Notice of Determination, etc.).

Prepare a Preliminary Environmental Assessment Report (PEAR), which is an environmental constraints analysis that generally includes all CEQA topics, MSHCP compliance and any potential regulatory permitting issues (401/404/1602). The PEAR assists the District to identify design constraints early in the planning process. *Note that although similar in intent, this is not the same as a Caltrans PEAR.*

**Task E.2**      **Cultural Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment**

Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional, and built environment resources in accordance with applicable federal, state, and local laws and regulations regarding cultural resources pursuant to CEQA/NEPA and/or regulatory permitting processes including, but not limited to, Section 106 of the National Historic Preservation Act.

Typical services include record search, map and literature search, Sacred Lands records check with the Native American Heritage Commission (NAHC), scoping with tribes, pedestrian surveys, identification of the Area of Potential Effect (APE), cultural resource recordation and evaluation, mitigation plans Historic American Buildings Survey (HABS), and the Historic American Engineering Record (HAER), when necessary.

Conduct cultural resources monitoring for District construction and/or maintenance activities.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental cultural resources discoveries during ongoing construction, operations, and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

**Task E.3**      **Paleontological Resources Investigations, Surveys, and Monitoring, including Short Notice Discovery Response and Assessment**

Prepare a Paleontological Resources assessment including paleontological resource records searches, literature searches, and pedestrian surveys in order to identify potential issues related to paleontological resources in accordance with applicable federal, state, and local laws and regulations, CEQA/NEPA environmental review and/or regulatory permitting processes.

Conduct paleontological resources monitoring for District construction and/or maintenance activities. For properties found to have high sensitivity for paleontological resources, provide paleontological resource mitigation plans, construction monitoring, recovery of resources, preparation and identification of specimens, and reporting that meets County of Riverside review standards.

Consultants should be available on short notice (24 to 72 hours) to assess and respond to any accidental paleontological resource discoveries during ongoing construction, operations and maintenance work. This includes evaluating any discoveries in compliance with applicable laws and regulations.

**Task E.4**      **General Biological Resources Assessment, MSHCP Consistency Assessment, HANS, JPR, and DBESP**

Prepare a Biological Resources Assessment that addresses any potential biological issues and concerns for the project area including, but not limited to:

- Literature review and reconnaissance surveys to prepare habitat assessments for sensitive or listed plant and wildlife species.
- Biological resources impact analysis in accordance with CEQA in terms of regional planning, and city, state, and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent.
- Propose recommendations for avoidance and/or measures to minimize impacts.
- Applicable Habitat Conservation Plans consistency assessment, such as the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP, and Tribal Habitat Conservation Plan.
- Prepare Joint Project Review (JPR), Determination of Biological Equivalent or Superior Preservation (DBESP), and Habitat Assessment and Negotiation Strategy (HANS), if necessary.

**Task E.5**      **Focused Surveys, Monitoring, Trapping, Holding/Handling or Relocating**

Perform focused surveys for sensitive or listed plant and wildlife species to comply with CEQA, MSHCP, FESA, and CESA. Staff must be familiar with accepted protocols for listed and/or sensitive species. Please also fill out Table E-2 to show the qualifications your firm or your subs for specific species shown in the table. If your firm has permitted biologists, please specify by staff name and permits held. Indicate your firm's permitted level of interaction with the species listed on Table E-2 (e.g., is your firm qualified to survey and have the required permits to also handle, hold, and relocate species such as SBKR, LAPM, burrowing owls, or the Santa Ana Sucker).

**Task E.6**      **Pre-construction Nesting Bird, Burrowing Owl, and Other Species Surveys, and Short Notice Biological Resources Discovery Response and Assessment**

Perform pre-construction surveys for nesting birds, burrowing owls, and other species to comply with CEQA, MSHCPs, FESA, CESA, Migratory Bird Act, and regulatory permits. Consultants should be available by short notice (24 to 72 hours) to respond and assess species sited near the District's construction, operations, and/or maintenance work and recommend avoidance measures.

**Task E.7**      **Jurisdictional Delineations, including Permit Preparation and Negotiation with Resource Agencies, and HMMP Report Preparation**

Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses all potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et. seq.).

Prepare 401/404/1602 permit applications and provide support to District during discussions and negotiations with regulatory agencies during the permitting process.

Prepare a native Habitat Mitigation and Monitoring Plan (HMMP) in compliance with project permits.

**Task E.8**      **Invasive Vegetation Removal, Habitat Restoration and Enhancement, HMMP Implementation, Plant Pallet/Seed Mix, and Cuttings/Plantings for District Mitigation Projects and/or Facilities**

Perform field work such as invasive plant removal, trash removal, plantings including cuttings, hydroseed and container plants, irrigation placement and maintenance, monitoring and reporting to meet regulatory permit requirements and/or to implement an approved HMMP. Additionally, consultants should be able to provide plant pallet/seed mix for District projects and facilities. Please describe any regulatory permits (Sections 404, 401, 1602, aquatic pesticides) that your firm currently has that authorize invasive plant removal within jurisdictional areas.

**Task E.9 Phase I and Phase 2 ESA, and/or Hazardous Material Presence/Absence Reports, Monitoring, and Short Notice Discovery Response and Assessment**

Provide Hazardous Materials report to evaluate potential impacts related to environmental hazards and hazardous materials and determine the presence/absence of any hazardous materials in accordance with California Government Code Section 65962.5. Consultant should assess potential for discovering hazardous materials during construction, operation, and maintenance of District facilities, and should make recommendations on how to handle any potential hazardous waste.

Perform hazardous material monitoring during construction and maintenance of District facilities.

Consultant should be available by short notice (24 to 72 hours) to assess and respond to any accidental hazardous material discoveries during the District's ongoing construction, operations, and maintenance work. This would include monitoring and evaluating any hazardous materials discoveries in compliance with all applicable laws and regulations.

**Task E.10 Air Quality and Greenhouse Gas Analysis with Project and Programmatic-level Technical Expertise, and Mitigation pursuant to the AOMD Standards and CEQA**

Provide air quality and greenhouse gas (GHG) impact analyses for District construction and maintenance activities, and programmatic analysis for Master Drainage Plans. The air quality and GHG analysis should be prepared in accordance with the South Coast Air Quality Management District (SCAQMD) requirements and will support the District's CEQA analysis.

**Task E.11 Noise and vibration studies and mitigation prepared pursuant to CEQA**

Provide noise and vibration analysis for potential construction and maintenance impacts on nearby sensitive receptors to support the District's CEQA analysis.

If you checked Item E.5 Focused Surveys, please populate this matrix with a list of projects showing your capability with the species shown. Note that additional blank lines are provided to add species for which your firm/subs are permitted in the various areas. Include this table within Section 1 of your Service Category Qualifications PDF (See RFQ Section VI.C for more info).

**Table E-2  
RIVERSIDE COUNTY SPECIES**

SPECIES	Monitor		Survey		Handle		Relocate	
	Your Firm	Sub	Your Firm	Sub	Your Firm	Sub	Your Firm	Sub
<b>INVERTEBRATES/CRUSTACEANS</b>								
Riverside fairy shrimp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Rosa Plateau fairy shrimp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
vernal pool fairy shrimp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>INVERTEBRATES/INSECTS</b>								
Casey's June beetle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delhi Sands flower-loving fly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>FISH</b>								
Arroyo chub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Ana sucker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
speckled dace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>AMPHIBIANS</b>								
arroyo toad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
California red-legged frog	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
mountain yellow-legged frog	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>REPTILES</b>								
Coachella Valley fringe-toed lizard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
desert tortoise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
flat-tailed horned lizard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western pond turtle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
western spadefoot	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>BIRDS</b>								
Burrowing owl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
coastal California gnatcatcher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
least Bell's vireo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
southwestern willow flycatcher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western yellow-billed cuckoo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MAMMALS</b>								
Big free-tailed bat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

California leaf-nosed bat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
California mastiff bat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Los Angeles pocket mouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Palm Springs pocket mouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Palm Springs round-tailed ground squirrel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
peninsular bighorn sheep	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
San Bernardino kangaroo rat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PLANTS</b>									
Coachella Valley MSHCP Covered Plants (Coachella Valley milkvetch, Little San Bernardino Mountains Linanthus, Orocopia Sage, Mecca Aster)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Santa Ana River Woolly Star	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Narrow Endemic Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Western Riverside MSHCP Criteria Area Plant Species	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OTHER</b>									
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Blank lines provided to add species for which your firm/subs are permitted.</i>									

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.

**Table E-3  
SUMMARY RECORD OF PAST PERFORMANCE  
ENVIRONMENTAL AND REGULATORY COMPLIANCE**

Project Number	PROJECT NAME	If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume		Check all Task(s) applicable to each project											
		No Project Upscope	Completed on Schedule	Completed Under Budget	E.1 CEQA & NEPA	E.2 Cultural Resources	E.3 Paleontological	E.4 Bio; HA; MSHCP	E.5 Focused Surveys	E.6 Pre-con & MTBA	E.7 JD; Permits, & HMMP	E.8 Restoration	E.9 Hazardous Materials	E.10 Air Quality & GHG	E.11 Noise Analysis
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**Service Category F. WATERSHED PROTECTION PROGRAMS**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes on Table F-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note that firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants.)
- ✓ PEER REVIEW: Indicates that your firm has both expertise and previous experience in providing peer review of work product prepared and submitted by others.

**Table F-1  
SERVICE CATEGORY CHECKLIST  
WATERSHED PROTECTION PROGRAMS**

TASK		CONDUCT	SUB-CONSULT	PEER REVIEW
<i>Check All Applicable Services</i>				
F.1	NPDES and MS4 Program Administration and Support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F.2	TMDL/Alternative TMDL/Basin Planning Support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F.3	Water Quality Monitoring and Assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F.4	Laboratory Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F.5	Water Conservation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F.6	Emergency Post-Fire Sediment Monitoring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Task F.1 NPDES Program Administration and Support**

Firms proposing to provide support to the District in the development of NPDES compliance programs must demonstrate qualifications and experience in one or more of the following Tasks:

General NPDES Program Support

May include efforts such as, but not limited to: researching and providing expert guidance and recommendations regarding regulatory issues at the federal, state, and local level on Regional and General NPDES Permits and related policies, law and regulations; developing letters (or other professional correspondence) and/or providing expert testimony on the District's behalf; representing the District and/or Permittees at stakeholder/technical groups or meetings; developing Permit compliance documents; annual reporting; and developing associated tools to facilitate compliance strategies.

NPDES MS4 Permit Support

May include efforts such as, but not limited to: researching regulations, other compliance programs, and permits in support of permit renewal process and/or compliance program development; developing cost-effective strategies for addressing Permittee issues and/or permit compliance requirements; developing Reports of Waste Discharge and/or comments and alternative language to draft/redline permits; and providing expert testimony and draft comment letters to local, state and federal agencies regarding NPDES MS4 issues.

*Program Assessment and Reporting*

May include efforts such as, but not limited to: compiling/analyzing data for annual report submittals; providing compliance program audits and recommendations for improvement; and coordination and preparation of reports (including annual reports) and assessments required to demonstrate and document compliance with MS4 Permits.

*Training/Outreach*

May include efforts such as, but not limited to developing and implementing creative and effective methods for training/outreach on relevant issues such as Low Impact Development, MS4 Permit Implementation for Permittees, Pollution Prevention Practices and other Regional and statewide General NPDES Permits

*Program Funding*

Identify and facilitate additional methods for funding NPDES compliance programs such as, but not limited to identifying grant opportunities; developing applications and providing administration for grants; as well as other available funding mechanisms.

**Task E.2 TMDL/Alternative TMDL/Basin Planning Support**

Firms proposing to provide support to the District in the development of and compliance with TMDLs, Alternative TMDL projects, and in facilitating updates to the Basin Plan must demonstrate qualifications and experience in one or more of the following Tasks:

*Basin Planning Support*

May include efforts such as, but not limited to: Supporting Use Attainability Analyses, Site Specific Objectives and/or other Water Quality Control Plan amendments with literature review, regulatory alternatives assessment, monitoring, modeling, and Task force facilitation.

*303(d) List Evaluation*

Review of draft 303(d) lists for errors, gaps, and other issues that may facilitate appropriate listing/de-listing of water quality parameters; designing and implementing programs to gather relevant information and perform the analyses necessary to support de-listing of appropriate constituents; and preparing written comments and testimony on existing or potential future 303(d) listings.

*TMDL/Alternative TMDL Development Coordination*

May include efforts such as, but not limited to providing expert guidance and technical support to MS4 Permittee stakeholders during the development of TMDLs; leading third-party TMDL efforts; and coordinating and facilitating responses to Regional Board CWC 13267 information requests.

*TMDL/Alternative TMDL Compliance Support*

May include efforts such as, but not limited to: developing TMDL Urban Source Evaluation Plans; identifying cost-effective methods (local, sub-regional and regional structural and source control solutions) for compliance with TMDL Waste Load Allocations; supporting MS4 Permittee negotiations with regulators and other responsible parties to design and fund cost effective compliance approaches; developing TMDL compliance assessment and verification approaches; and developing required TMDL reports.

*Pollutant Fate and Transport Modeling and Analysis*

May include efforts such as, but not limited to: developing advanced models and quantitative analyses for estimating pollutant loads from various sources including urban, natural and uncontrollable sources and evaluating compliance program effectiveness to address reasonable assurance analysis requirements; incorporating other study results into existing TMDL/Alternative TMDL models and analyses; providing expert evaluation of modeling and quantitative analysis efforts by other parties including the adequacy of such efforts to address stated goals.

### **Task E.3 Water Quality Monitoring and Assessment**

Firms proposing to provide support to the District and/or the Permittees' monitoring programs must demonstrate qualifications and experience in one or more of the following Tasks:

#### **Monitoring Program Design**

May include efforts such as, but not limited to development of monitoring programs, procedures, training, and resources consistent with USEPA, SWAMP and Regional requirements; and preparation of special studies regarding stormwater science, monitoring, and/or compliance programs.

#### **Monitoring Program Reporting and Assessment**

May include efforts such as, but not limited to: preparation of annual monitoring reports in accordance with the MS4 Permits or other regional and statewide General NPDES Permits, preparation of summary reports for elected official, municipal leadership and general public audiences; conducting statistical and/or other compliance analyses of monitoring data and/or other data; producing professional exhibits and maps displaying tributary areas, analysis results, problem areas and other assessment data; creating and/or updating GIS data to perform geospatial modeling and analysis; performing, and reporting on QA/QC analysis of data; and formatting and uploading of water quality data to CEDEN or other databases as directed, such as the SMC Portal.

#### **Water Quality Monitoring**

May include efforts such as, but not limited to: performing field water quality monitoring/sampling activities and/or studies (e.g., receiving water and outfall monitoring); conducting desktop and field reconnaissance for potential sampling locations; performing illegal discharge identification monitoring; performing bioassessment<sup>1</sup> monitoring; conducting sediment bed sampling; conducting genetic marker water quality sampling, conducting Toxicity Identification Evaluations/Toxicity Reduction Evaluations; acquiring access and/or special permits; preparing and submitting sampling event status reports and field data sheets; preparing technical memorandums, providing expertise supportive of negotiations relevant to monitoring requirements; performing hydromodification monitoring using most up to date procedures and tools.

\*Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit.

### **Task E.4 Laboratory Analysis**

It is preferred that firms proposing to provide lab analysis services, in support of the District and/or Permittees' monitoring requirements, have:

- Appropriate Certifications (ELAP, NELAP and/or other EPA/RWQCB/MS4 Permit required certifications including bioassessment taxonomy certifications)
- Stormwater Monitoring Coalition (SMC) Lab Intercalibration participation or certification for chemistry and toxicity (as appropriate).
- Ability to produce SWAMP-compatible reports for CEDEN upload (paper and electronic)
- Additional technique specific certifications for innovative analysis methods (e.g., PCR, coliphage, etc.)

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<sup>1</sup> Bioassessment activities include collection of freshwater benthic macroinvertebrates and requires a General Use Fish & Wildlife Scientific Collecting Permit.

In addition, firms should demonstrate qualifications and experience in one or more of the types of analyses listed below. Specific analyses capabilities should be submitted with the qualification package. All sample handling, storage, and analysis will be in accordance with 40 CFR Part 136 (latest edition) "Guidelines Establishing Test Procedures for the Analysis of Pollutants", guidance developed by the State Water Resources Control Board (SWRCB) pursuant to Water Code Section 13383.5, or other methods more sensitive than those specified in 40 CFR 136. Analytical methods should comply with the Stormwater Ambient Monitoring Program (SWAMP) "MethodLookUp", list ([http://ceden.org/CEDEN\\_Checker/Checker/DisplayCEDENLookUp.php?List=MethodLookUp](http://ceden.org/CEDEN_Checker/Checker/DisplayCEDENLookUp.php?List=MethodLookUp)) if appropriate. Analysis results and reporting should comply with the State Water Resources Control Board (SWRCB) Minimum Levels (MLs) and/or Stormwater Ambient Monitoring Program (SWAMP) Target Reporting Limits.

#### Chemical Analyses

The firm should have the ability to analyze an array of water quality constituents. The firm should confirm they can perform the types of suites listed below in Table F-2. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (<https://rcwatershed.org/programs/monitoring>). Additional information may be requested to consider On-Call List qualification. Test matrices include both water and sediment. Include Table F-2 within Section 1 of your Service Category Qualifications PDF (See RFQ Section VI.C for more info).

**Table F-2**  
**CHEMICAL ANALYSIS**

Constituent (Method must be most up to date and approved. Alternatives must be SWAMP equivalent)	Completed by Your Lab	Completed by Sub
<b>CHEMICAL ANALYSIS</b> (See Table 6-2 of the QAPP, CMP Vol II for list of all individual analytes)		
Metals & Metalloids (Total and Dissolved)	<input type="checkbox"/>	<input type="checkbox"/>
Volatile Organic Compounds (VOCs)	<input type="checkbox"/>	<input type="checkbox"/>
Semi-Volatile Organic Compounds (SVOCs)	<input type="checkbox"/>	<input type="checkbox"/>
Polyaromatic Hydrocarbons (PAHs)	<input type="checkbox"/>	<input type="checkbox"/>
Organochlorine Pesticides	<input type="checkbox"/>	<input type="checkbox"/>
Polychlorinated Biphenyls (PCBs)	<input type="checkbox"/>	<input type="checkbox"/>
Organo-Phosphorus Pesticides	<input type="checkbox"/>	<input type="checkbox"/>
Carbamates	<input type="checkbox"/>	<input type="checkbox"/>
Pyrethroid Pesticides	<input type="checkbox"/>	<input type="checkbox"/>
Herbicides & Surfactant Products (i.e., MBAS, Glyphosate, Imazamox, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>
2,3,7,8-TCDD (Dioxin)	<input type="checkbox"/>	<input type="checkbox"/>
Cyanide, total	<input type="checkbox"/>	<input type="checkbox"/>
Phenols, total	<input type="checkbox"/>	<input type="checkbox"/>
Ethylene-glycol	<input type="checkbox"/>	<input type="checkbox"/>
Bacterial Indicators (i.e., <i>E. coli</i> , Fecal Coliform, Total Coliform, <i>Enterococcus</i> , and Fecal Streptococci)	<input type="checkbox"/>	<input type="checkbox"/>
Conventional Analytes (i.e., COD, BOD, TSS, TDS, Color, Sulfate, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
Nutrients (i.e., Nitrogen, Nitrate, Nitrite, Phosphorus, Ortho-Phosphorus, Ammonia)	<input type="checkbox"/>	<input type="checkbox"/>
Hydrocarbons (i.e., TPH, Oil & Grease, Gasoline Range, Diesel Range, etc.)	<input type="checkbox"/>	<input type="checkbox"/>

### Toxicological Analyses

The firm should have the ability to conduct whole effluent acute and chronic toxicity (WET) testing utilizing an array of organisms including, but not limited to, *Raphidocelis subcapitata* (formerly named *Pseudokirchneriella subcapitata*, and *Selenastrum capricornutum*), *Hyalella Azteca*, *Pimephales promelas*, *Strongylocentrotus purpuratus* and *Ceriodaphnia dubia*. Test matrices should include both water and sediment, as appropriate. All tests must pass USEPA test acceptability criteria. Reports must include the statistical results and a written summary with an explanation of any QA issues regarding that data. For a complete list of individual constituents refer to Table 6-2: Master List of Analytical Constituents within the QAPP, Volume II of the Consolidated Monitoring Plan available online (<https://rcwatershed.org/programs/monitoring>). The firm should confirm which toxicological analysis they can perform and provide a description of any exceptions to these analyses or proposed equivalent alternatives, as appropriate. Include Table F-3 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

**Table F-3  
TOXICOLOGICAL ANALYSES**

Constituent	Completed by Your Lab	Completed by Sub
Ceriodaphnia, 96-hr acute	<input type="checkbox"/>	<input type="checkbox"/>
Ceriodaphnia, 7-d chronic	<input type="checkbox"/>	<input type="checkbox"/>
Hyalella Azteca, 96-hr acute	<input type="checkbox"/>	<input type="checkbox"/>
Hyalella Azteca, 10-d chronic	<input type="checkbox"/>	<input type="checkbox"/>
Raphidocelis subcapitata, 96-hr chronic (formerly named Pseudokirchneriella subcapitata and Selenastrum, capricornutum)	<input type="checkbox"/>	<input type="checkbox"/>
Pimephales promelas (Fathead Minnow), 96-hr acute	<input type="checkbox"/>	<input type="checkbox"/>
Pimephales promelas (Fathead Minnow), 7-d chronic	<input type="checkbox"/>	<input type="checkbox"/>
Strongylocentrotus purpuratus (purple sea urchin embryo), chronic	<input type="checkbox"/>	<input type="checkbox"/>

Additionally, please provide information on the following analyses, if applicable:

### Biological Analyses

The firm should have the ability to conduct biological analyses, including collection of macroinvertebrate samples, physical habitat characterization measurements, and collection of freshwater algae samples, however this is not required. Analysis of macroinvertebrate samples must include taxonomic composition. Analysis of algae samples must include algal taxonomic composition (diatoms and soft algae), and algal biomass (ash-free dry mass and chlorophyll-a). Biological sample and measurements must be collected in accordance with the most current SWAMP Bioassessment SOPs (e.g., Reachwide Benthos (Multihabitat) Procedure, etc.). The firm should have the ability to use bioassessment samples, measurements, and water chemistry data for calculation of an Index of Biological Integrity (IBI) for macroinvertebrates as based on the most current calculation method. The firm should have the ability to calculate an IBI for algae for a given monitoring station where bioassessment monitoring was conducted, when a calculation method is developed. The firm should have the ability to conduct stream assessments using California's Rapid Assessment Methodology for riparian plant assessment. The firm should have capacity to store and archive identified organisms on behalf of the District for a period of not less than three years from the date that all QA steps are completed. The firm should provide a description of any exceptions to these analyses and any proposed equivalent alternatives, as appropriate. Include Table F-4 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

**Table F-4 BIOLOGICAL  
ANALYSES**

Constituent	Completed by Your Lab	Completed by Sub
Algal Taxonomic Composition	<input type="checkbox"/>	<input type="checkbox"/>
Ash-Free Dry Mass	<input type="checkbox"/>	<input type="checkbox"/>
Chlorophyll-a	<input type="checkbox"/>	<input type="checkbox"/>
Macroinvertebrate Taxonomic Composition	<input type="checkbox"/>	<input type="checkbox"/>

**Genetic Analyses**

The firm should have the ability to conduct polymerase chain reaction (PCR), quantitative PCR (qPCR), and/or digital PCR (dPCR) analyses, including the most up to date approved EPA methods such as U.S. EPA Method 1696 for HF183, however, they are not required. Additional genetic analyses methodologies may also be considered, as well as coliphage analyses. Include Table F-5 within Section 1 of your Service Category Qualifications PDF (see RFQ Section VI.C for more info).

**Table F-5  
GENETIC ANALYSES**

Constituent	Completed by Your Lab	Completed by Sub
Genetic Analysis (e.g., qPCR or other)	<input type="checkbox"/>	<input type="checkbox"/>

**Task F.5 Water Conservation**

Firms proposing to provide Water Conservation services should demonstrate knowledge and experience with groundwater recharge master planning, recharge facility design and assessment, and integrated regional water management planning activities with respect to integration of water recharge functions into existing and future flood control facilities.

**Water Conservation Planning and Design Support**

May include efforts such as, but not limited to: providing water conservation planning services for stormwater facilities such as open channels, basins, dams, and similar infrastructure; water conservation planning may include evaluation of stormwater capture, dry weather runoff capture, artificial recharge, or other water sources within existing or proposed District facilities; setting appropriate regional water conservation goals based on quantitative and qualitative evaluation of local groundwater basin master plans, salt, and nutrient management plans, urban water management plans or other appropriate planning studies or groundwater investigations; development of criteria to assist in establishing priorities for individual water conservation projects, including consideration of water resource needs, multipurpose opportunities, water rights considerations, and other opportunities/constraints that should be assessed when considering water conservation projects; preparation of planning reports, plans, and specifications, and cost estimates for various water conservation projects; and applying for and managing water conservation grants.

### Hydrologic and Hydrogeologic Investigations

May include efforts such as, but not limited to conducting hydrologic and hydrogeologic investigations of potential recharge sites. These would include field investigations and hydraulic and geotechnical analyses necessary to characterize recharge potential of existing and future project sites; evaluating the potential for groundwater mounding and its potential impacts on recharge volumes; assessing ambient groundwater quality and potential recharge source water quality to determine potential constraints and opportunities for recharge; performing cone penetration tests, soil borings (including soil sampling), infiltrometer testing, and long term pilot-percolation tests using ASTM or other appropriate standards for such work.

### Task E.6 Emergency Post-Fire Sediment Monitoring

When wildfires impact the drainage areas served by District facilities (i.e., District owned and operated basins, channels, supporting infrastructure, and rights-of-way etc.) the facilities may receive abnormally high sediment loads during subsequent storm events that can impact the facilities' primary functions. To mitigate these impacts, the District implements maintenance to remove sediment and to restore capacity and function. The material from sediment removal activities needs to be transferred to a receiving facility, such as sanitary landfills, publicly owned properties, and private properties. Firms proposing to provide support to the District and/or the Permittees' emergency sediment monitoring program must demonstrate qualifications and experience in the following Tasks:

#### Monitoring Support, Design, and Coordination

Prepare and develop post-fire sediment monitoring programs; sampling design, analysis lists, and waste/sediment characterization plans; performing sediment quality monitoring, sampling event coordination, prepare sediment samples and expedited transport to certified contracted laboratory for sediment quality analysis; conduct desktop and field reconnaissance for project sampling locations; perform on-site air quality monitoring; if requested; procure access permits and/or other related special permits. Firms shall have an understanding of sediment collection procedures and processing consistent with USEPA, State, Local and private industry guidance or requirements, as well as understand requirements pursuant to Waste Acceptance Plans required by waste receiving facilities. Firms should be available on short notice (within 24 hours) to assess and respond to emergency soils monitoring work in support of District emergency maintenance activities.

#### Sediment Monitoring Analysis

The firm should confirm they can perform expedited services for the appropriate the types of soil analysis (e.g., CCR Title 22 Total Threshold Concentrations (TTLC) and Soluble Threshold Limit Concentration (STLC) values, EPA Toxicity Characteristic Leaching Procedure (TCLP) values, pH and Specific Conductance, and Regional Screening Levels (RSLs)) or other appropriate analysis as requested by waste acceptance facility.

#### Application Support, Assessment, and Reporting

The firm should have the ability to produce professional documentation, exhibits, GIS data, and maps; compile analytical data to District standards and specifications such as sampling event status reports and field data sheets; prepare technical monitoring memorandums in accordance with any private, local or State and/or waste acceptance requirements; prepare waste generator profile application and other acceptance facility documentation; provide expertise in support of negotiations relevant to monitoring requirements; assist with sediment waste disposal pricing and negotiations; advise the District on sediment contamination management and alternative disposal methods; conduct statistical and/or other computational post-fire data analyses supplemental to monitoring data; and provide quality control/quality assurance of analytical results. At the request of the District, firms may provide presentations and/or trainings related to post-fire monitoring topics and prepare of post-fire special studies regarding impacts to MS4 facilities or the environment, and may prepare post-fire technical reports to support MS4 reporting.

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.



**Table F-6  
SUMMARY RECORD OF PAST PERFORMANCE  
WATERSHED PROTECTION**

Project Number	PROJECT NAME	If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume			Check all Task(s) applicable to each project				
		No Project Upscope	Completed on Schedule	Completed Under Budget	F.1 NPDES and MS4 Program	F.2 TMDL / Basin Planning	F.3 Water Quality Monitoring	F.4 Laboratory Analysis	F.5 Water Conservation
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Service Category G. DEVELOPMENT PLAN CHECK**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes on Table G-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note that firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants.)

**Table G-1  
SERVICE CATEGORY CHECKLIST DEVELOPMENT  
PLAN CHECK**

TASK		CONDUCT	SUB-CONSULT
<i>Check All Applicable</i>			
G.1	Full Service Plan Checking	<input type="checkbox"/>	<input type="checkbox"/>

**Task G.1 Development Plan Check**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes on Table H-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note that firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants.)

**Table H-1  
SERVICE CATEGORY CHECKLIST DEVELOPMENT PLAN CHECK**

TASK		CONDUCT	SUB-CONSULT
<i>Check All Applicable</i>			
G.1	Full-Service Plan Checking	<input type="checkbox"/>	<input type="checkbox"/>

**Task G.1 Full Service Plan Checking**

Overview

The District provides comprehensive plan check services for a variety of land development projects (e.g., subdivisions, plot plans, use permits, etc.). Additionally, other projects that are not associated with a specific land development proposal (e.g., outside agency capital improvement/public works projects or major encroachment permits) may also be reviewed.

Typically, the following plans, calculations, and documents shall be reviewed for compliance with the land use authority's recommended Conditions of Approval and/or District engineering and maintenance standards and other applicable requirements:

- Drainage improvement plans including storm drain, detention basin, levee, and channel plans;
- Hydrologic and hydraulic calculations;
- Structural calculations;
- Street improvement plans (drainage related);
- Grading plans (rough and fine);
- Water-sewer plans (conflict with drainage plans only);
- Final subdivision maps and environmental constraint sheets;
- Adequacy of right of way and/or easement requirements;
- Covenants, conditions and restrictions (CC&R's);
- Bonding estimates (drainage improvements);
- CEQA documents, regulatory/resource agency permits, MSHCP compliance documents;
- Water quality management plans (WQMP);
- Encroachment permits (EP);
- Geotechnical reports;
- Storm Water Pollution Prevention Plans (SWPPP);
- Technical specifications (drainage improvements);
- FEMA Conditional Letter of Map Revision (CLOMR/LOMR) documents.

### Review Process

Generally, the land use authority's Conditions of Approval serve as the initial scope of work for review of a developer's improvement plans/project. District Plan Check staff will discuss each project in detail with the Consultant and define project specific scope of work, including any special requirements, prior to authorizing any work. Consultant shall propose a budget for each assignment prior to commencing the plan review.

### Overall Procedure and Deliverables

- 1) Consultant shall write corrections directly on the submitted plans, reports, and related documents and prepare a summary checklist of review comments. This will include calling out any conflicts, mistakes, inaccuracies, and/or omissions shown on the plans. Provide substantive comments identifying any portion of the project that, in the opinion of Consultant, does not meet or satisfy the applicable hydrology/hydraulics, structural design, environmental/regulatory, or operation and maintenance requirements.
- 2) It is critically important that the first plan review is comprehensive and that the Consultant provides as much feedback as possible to the applicant and the applicant's engineer. Specific plan check comments shall be annotated in red on the plans, reports, or related documents. In addition, a concise and descriptive plan check comment letter summarizing the most substantive comments on the plans and any additional comments not indicated on the plans shall be prepared. All correspondence shall be prepared on Consultant's letterhead stationary, stamped and signed by the Consultant, and countersigned by District staff prior to sending out plan check letter. A copy of the comment letter and check prints shall be neatly packaged and made ready for pickup by the applicant's engineer. Consultant shall promptly notify the applicant's engineer to pick up the redlines.
- 3) All plans and correspondence shall be neatly organized and submitted to District staff for filing.
- 4) Upon receipt of 60% plan submittal the 3<sup>rd</sup> submittal (typical), coordinate scheduling of a District "all hands" meeting to introduce and discuss the project with pertinent District staff.
- 5) Approval letters for all plans, hydrologic and hydraulic studies, environmental documents, regulatory permits, WQMPs and any other reports shall be clear, concise, and shall specifically identify each submitted document by date.
- 6) After the check prints have been reviewed and approved (QA/QC) by the Chief of Planning, advise applicant's engineer to proceed with the printing of the final mylar plan set.
- 7) Initial each mylar sheet of the final drawings prior to recommending for signature.
- 8) Ensure that four (4) copies of the approved final WQMP are submitted to District prior to issuance of a final approval letter.
- 9) Update case status in the District's improvement plan tracking system (DLMT).

### Time

Time is of the essence. Completed plan review comments shall be returned to the applicant/engineer within three (3) weeks of authorization to proceed. Consultant must allow sufficient time to review all plan check comments with District staff prior to providing comments to the applicant/engineer.

### Review of Improvement Plans

The following are key elements of the plan check process and services required:

- 1) Examine the overall concept prior to checking the details. Any fatal flaws must be identified as early as possible. Conduct a thorough investigation of the proposed facility, and its relationship to other facilities, waterbodies, adjacent projects, and real property.
- 2) Review hydrology and hydraulic reports to ensure the proposed facility has adequate capacity to convey the design peak discharge (interim or ultimate condition, whichever is greater).
- 3) Determine whether the proposed improvement's drainage facilities are to be operated and maintained by the District, or whether they are facilities to be "maintained by others." If the subject improvements are:
  - a) *District Maintained Facilities:* The Improvement Plans shall be checked for meeting District's drafting, design, and operation and maintenance standards. Consultant should further check for appropriate right of way, egress, and ingress routes and consult with District staff for specifics, as

- necessary. Plans shall be reviewed not only for constructability but also for practicality of maintenance.
- b) *Facilities Maintained by Others*: The Improvement Plans shall be checked in accordance with the Memorandum of Understanding between the District and the Riverside County Transportation Department, dated March 2020, and any amendments or addendum thereto. The maintaining agency shall be consulted and kept informed of progress, constraints, and unique situations.
- 4) Improvement plan reviews shall include but may not be limited to, all of the following Tasks:
- a) Checking the design for conformance with:
- 1) Approved Tentative Map, Specific Plans, and Site Plans;
  - 2) Applicable conditions of approval;
  - 3) Other agencies' recommendations (e.g., Riverside County Transportation Department, Caltrans, etc.);
  - 4) District Master Drainage Plans or other proposed drainage plans;
  - 5) District Drafting Standards; and
  - 6) Standard and General Construction Notes.
- b) Checking for good engineering practice and verifying that the proposed design will function properly with emphasis on:
- 1) Structural integrity of facility;
  - 2) Hydraulic capacity;
  - 3) Facility alignment;
  - 4) Inlet & outlet conditions;
  - 5) Appropriate construction notes and general notes;
  - 6) Constructability;
  - 7) Access for maintenance and ease of maintenance including rehabilitation/restoration;
  - 8) All pertinent information including right of way/easement limits shown on plans;
  - 9) Proximity to other utility lines; and
  - 10) Other items that may be unique to the project.
- c) Checking the associated street improvement plans, grading plans, sewer, and water plans to ensure no conflict with drainage facility.

*Review of Environmental Documents and Regulatory Permits*

The following guidelines provide the minimum standards of practice that must be met in reviewing environmental documents submitted in conjunction with the review of improvement plans for facilities that are to be owned, operated, and maintained by the District, not only for construction, but also for subsequent Operation and Maintenance. Ensure that any compensatory mitigation proposed with the project would not in any way encumber or otherwise prohibit the District from carrying out its operation and maintenance responsibilities in any manner.

- 1) *California Environmental Quality Act (CEQA)*: Ensure that the Project Description of any applicable CEQA document(s) accurately describes and specifically discusses the construction, operation, and maintenance of any facilities that the District is to accept for ownership, including any offsite facilities.
- 2) *Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)*: Review MSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities with Section 3.2.1. (Criteria Area and Public/Quasi Public Lands); Section 6.1.2. (Riparian/Riverine Areas and Vernal Pools); Section 6.1.3. (Narrow Endemic Plant Species); Section 6.1.4. (Urban/Wildlife Interface Guidelines); Section 6.3.2. (Additional Surveys); Section 7.5.3. (Construction Guidelines); and Appendix "C" of the MSHCP. Ensure that the MSHCP compliance documents adequately address future District maintenance activities.

*Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP)*: Review CVMSHCP compliance documentation of the proposed construction of all onsite and offsite drainage facilities and ensure compliance documents adequately address future District maintenance activities, pursuant to Section 13.5 of the "Implementing Agreement" between the District and Coachella Valley Association of Governments. Requirements include: (1) Compliance with relevant processes and measures to ensure application of the Conservation Area requirements set forth in Section 4 of the CVMSHCP; (2) Compliance with the applicable Land Use Adjacency Guidelines as set forth in Section 4.5 of the CVMSHCP; (3) Compliance with the Avoidance, Minimization and Mitigation Measures in Section 4.4 of the CVMSHCP; (4) Ensure implementation consistent with the Species Conservation Goals and Objectives in Section 9 of the CVMSHCP; (5) Permanently protect and manage Mitigation Land within the reserve system legally owned and/or controlled by the entity unless conveyed to the Coachella Valley Conservation Commission; and (6) Participate in the Joint Project Review Process for its projects within the Conservation Areas as described in Section 6.6.1.1 of the Plan, if applicable.

- 3) *Regulatory Permits*: Review draft regulatory permits authorizing the construction, operation and future maintenance of the proposed flood control facilities, including U.S. Army Corps of Engineers Section 404 permits, Regional Water Quality Control Board Section 401 Water Quality Certifications, California Department of Fish and Game Section 1602 Streambed Alteration Agreements and Regional Water Quality Control Board Porter-Cologne program Waste Discharge Requirements. Ensure that the draft regulatory permits include/address all necessary future District maintenance activities.

*Review of Water Quality Management Plans*

Consultant shall review the final project specific WQMP and shall use the checklist for corresponding to appropriate municipal stormwater (MS4) permit. The checklist can be found in Appendix F of the *Drainage Area Management Plan (DAMP)* for Santa Ana Region and Santa Margarita Region, and Appendix I of the *Storm Water Management Plan (SWMP)* for Colorado River Region (White Water). The permits/WQMP checklists are updated regularly, therefore it is the Consultant's responsibility to ensure that all WQMPs are reviewed pursuant to applicable permits.

*Review of Encroachment Permits*

Consultant shall review the encroachment permit in accordance with scope of work defined by the Operations and Maintenance Division including but not limited to the requirements covered above.

## Service Category H. PUBLIC EDUCATION, MARKETING, AND COMMUNICATION SERVICES

### Background

The three (3) MS4 Permits in Riverside County are administered by the Santa Ana, San Diego, and Colorado River Regional Water Quality Control Boards, and require the Permittees to develop and implement a surface water quality protection and management program and report annually on progress and program effectiveness. The \*Permittees' education and outreach campaign must educate targeted public and business audiences, engage, and retain audience participation in practices that will be protective of surface waters and enable the Permittees to comply with regulatory mandates.

### Service Expectations

The District is seeking experienced and qualified respondents to provide the following type of services. Respondents must bid on at least one service. The District is looking for innovative, cost-effective ways to address NPDES MS4 Permit public education, marketing, and outreach requirements. Proposals should address budgetary constraints by utilizing existing program strengths and developing creative campaigns to increase program effectiveness.

### Goals

The primary goals are to ensure the program complies with the public education and outreach elements of the Santa Ana, San Diego, and Colorado River MS4 permits and engage target audiences in specific activities and behaviors that create awareness of Riverside County's creeks, streams, and rivers.

**Minimum Qualifications/Requirements:** The following are the minimum qualifications for a respondent to be considered as an eligible candidate to submit a response for the requested services described in this RFP.

Respondent must:

- Have the ability to do business in Riverside County, California, and conducted business in California for a minimum of three (3) years.
- Have an understanding of the potential adverse ecological impacts of storm and dry weather runoff from urban areas on streams, creeks, rivers, and lakes including the programs for mitigating these impacts.
- Have the expertise to strategically plan and effectively deliver environmentally-geographically themed messages on behalf of public agencies to a wide range of audiences.
- Have demonstrated ability to implement a long-term regional public and business education outreach campaign comprising high-potential, cost-effective messaging and engagement tactics.
- Have the capability to evaluate public and business education campaign effectiveness.
- Have a proven ability to work in a multi-jurisdictional local government setting to achieve consensus support for campaign strategies and tactics at staff, senior management, and elected official levels.

### **Task H.1 Message Development & Communication**

Creation of effective water pollution themed educational materials and messaging specifically designed for the general public and targeted businesses and which cover a broad range of pollution-prevention messaging media such as: text, brochures, posters, billboards, tear sheets, tip cards, and/or other print media; developing or maintaining existing electronic media, PowerPoint presentations, e-mail sign up program or regular e-newsletter. May include specialized documents such as annual reports, compliance reports, budget summaries, project reports, or presentations.

Incorporation of brand name and development of a common theme/look with all of the outreach materials; development of activity or pollutant focused articles/features for posting on municipal websites, social media, local newspapers, or newsletters.

The capability to evaluate public and business education campaign effectiveness and provide written reports that fulfill municipal reporting requirements. Provide both English/Spanish versions of specified materials.

### **Task H.2 Social Media**

Expertise in creating a social media marketing plan and effectively delivering short and long-term action campaigns that are grounded in Community Based Social Marketing (CBSM) principles.

The ability to grow an increasing social audience and follower base through Targeted Campaigns: hash tag campaigns, strong use of keywords, sharing/retweeting relevant news, "liking" posts, staying updated within the industry, and contributing unique content to broaden reach.

Preparation of social content calendar to meet target goals. Purchase of advertising including web banners, social media ads, radio and newspapers and out-of-home advertising, (movie theaters, gas pump top screens, etc.)

The ability to evaluate campaign effectiveness and provide written reports that include dashboard formats and fulfill municipal reporting requirements. Utilize social media analytics to gather and analyze data to evaluate campaign effectiveness. May include English/Spanish versions of specified campaign materials.

### **Task H.3 School Presentations**

Development and delivery of school education program materials for incorporation into or to support existing school-based efforts. May include efforts such as, but not limited to developing and conducting presentations on stormwater pollution and pollution prevention practices to the public, developing and distributing curriculum guides for teachers and organizations, and attending school or City-sponsored clean ups.

### **Task H.4 Business Education**

May include efforts such as, but not limited to, contacting, and maintaining partnerships with various mobile services, home improvement stores, commercial, and/or industrial facilities throughout the County to conduct various point of purchase marketing, training, and outreach activities. Develop materials associated with best management practices for specified businesses.



**Task H.5 Strategic Planning**

Develop a multi-year strategic plan that may include, but is not limited to establishing overall goals, objectives, strategies, and specific tactics and related measurable objectives for high priority urban runoff pollution issues. Provide a strategic assessment of all key program areas, including a thorough review of existing materials and program elements

Conduct public opinion surveys/polls to gage awareness.

Conduct a strategic planning meeting with staff, program partners, and members of the public. Document process, provide materials, take meeting notes, and provide written updates.

**Task H.6 Website Development & Maintenance**

May include efforts such as, but not limited to developing and maintaining a District Public Education "rcwatershed.org" website and/or maintenance of site map and navigation, content, images, and updates, e-subscriber database, and tracking and analysis of monthly site traffic. Staff training on use of software program, templates, and website updates.

**Task H.7 Public Outreach Events**

May include efforts such as, but not limited to coordinating, staffing and managing booths at multiple and/or single day events hosted by third parties throughout the County to distribute pertinent key messages, developed materials, take photos, social media posts, and implement targeted media campaign objectives.

**TABLE H-1  
SERVICE CATEGORY CHECKLIST PUBLIC EDUCATION, MARKETING, AND  
COMMUNICATION SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN
H.1	Message Development & Communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H.2	Social Media	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H.3	School Presentations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H.4	Business Education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H.5	Strategic Planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H.6	Website Development & Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H.7	Public Outreach Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TABLE H-2  
SUMMARY RECORD OF PAST PERFORMANCE  
PUBLIC EDUCATION, MARKETING, AND COMMUNICATION SERVICES**

	PROJECT NAME	<i>If unchecked provide explanation in each project discussion portion of the Project Managers Resume</i>			<i>Check all Tasks appropriate to project.</i>						
		No Project Upscope	Completed on	Completed Under	H.1 Message Development	H. 2 Social Media	H.3 School	H.4 Business	H.5 Strategic	H.6 Website Development	H.7 Public Outreach
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Service Category I. Photogrammetry - Aerial Flights**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes in Table A-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note that firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants).
- ✓ TRAIN: Indicates that your firm has actual experience conducting classroom-like training on the specific Task.
- ✓ PEER REVIEW: Indicates that your firm has both expertise and previous experience in providing peer review of work product prepared and submitted by others.

**Table I-1  
SERVICE CATEGORY CHECKLIST  
PHOTOGRAMMETRY – AERIAL FLIGHTS**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
xx.1	Aerial Image Acquisition (Digital)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
xx.2	Aerial Image Acquisition (Film)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
xx.3	LiDAR Data Acquisition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **Task I.1 Aerial Image Acquisition (Digital)**

Firms responding to this Task must demonstrate knowledge and experience providing color digital imagery with 60% forward lap and 30% side lap. All aspects of the aerial flight and acquisition of aerial photography to follow industry best practice. Airborne GPS will be required on most projects. Raw airborne GPS data must be made available upon request. Requirements for this task will include:

- Provide the exterior orientation elements: X, Y, Z, T, Omega, Phi, and kappa.
- Provide the pilot's log sheet.
- Provide a detailed diagram of the separation between the GPS antenna and the camera.
- Unless expressly approved, the flight window is from 10:30 AM to 2:30 PM and will be flown Monday through Thursday.
- Provide the imagery in 8 and 12 bit format and compress using a Q-factor of 5.

Consultants shall identify the sensor(s) to be used and the aircraft(s) that will carry them. The qualifications of those who will collect and process the data shall be provided.

### **Task I.2 Aerial Image Acquisition (Film)**

Firms responding to this Task must demonstrate knowledge and experience providing color film imagery with 60% forward lap and 30% side lap. All aspects of the aerial flight and acquisition of aerial photography to follow industry best practice. Airborne GPS will be required on most projects. Raw airborne GPS data must be made available upon request. Requirements for this task will include:

- Provide the exterior orientation elements: X, Y, Z, T, Omega, Phi, and kappa.
- Provide the pilot's log sheet.
- Provide a detailed diagram of the separation between the GPS antenna and the camera.
- Unless expressly approved, the flight window is from 10:30 AM to 2:30 PM and will be flown Monday through Thursday.
- Provide the imagery in 8 and 12 bit format and compress using a Q-factor of 5.
- When labeling the images, the job name, photo scale, date, and exposure number should be shown on the first exposure only. All subsequent exposures should have date and exposure number only. Date in upper left corner and Photo No. in upper right corner. Number photos as indicated on provided flight plans. Use aerial font size 14.

### **Task I.3 LiDAR Data Acquisition**

Firms responding to this Task must demonstrate knowledge and experience collecting LiDAR data and providing bare-Earth deliverables. All aspects of the LiDAR data acquisition to follow industry best practice. Requirements for this task will include:

- All LiDAR deliverables will be bare earth unless specifically requested otherwise.
- Data acquisition must be coordinated with Riverside County Flood Control survey crews to enable simultaneous ground GPS observations from at least two stations.
- Vertical accuracy check(s) must be provided with 95% of check points exceeding 0.6' and 90% of check points exceeding 0.5' accuracy.
- Deliverables will be created in butt-matched tiles with LiDAR data sampled down to a spacing to be specified later.

Consultants shall identify the sensor(s) to be used and the aircraft(s) that will carry them. The qualifications of those who will collect and process the data shall be provided.

Fill in the following table according to the instructions in RFQ Section VI.C. Include this table in Section 3 of your Service Category Qualifications PDF. This will not count against the pagination limit.

**Table I-2  
SUMMARY RECORD OF PAST PERFORMANCE  
PHOTOGRAMMETRY CATEGORY**

Project Number	PROJECT NAME	If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume			Check all Task(s) applicable to each project.							
		No Project Upscope	Completed on Schedule	Completed Under Budget	xx.1 Aerial Image Acquisition (Digital)	xx.2 Aerial Image Acquisition	xx.3 LiDAR Data Acquisition					
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

**Service Category J. Real Estate Services**

**Task J-1 Appraisal Services**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes in Table J-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (NOTE: firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants).
- ✓ TRAIN: Indicates that your firm has actual experience conducting classroom-like training on the specific Task.
- ✓ PEER REVIEW: Indicates that your firm has both expertise and previous experience in providing peer review of work product prepared and submitted by others.

**Table J-1  
SERVICE CATEGORY CHECKLIST  
APPRAISAL SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
1	Mail notification letter to property owner requesting permission	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Appraiser will review title information pertaining to ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Appraiser inspect each property personally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Appraiser will inventory all improvements affected by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Appraiser will perform market research to support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Appraiser will provide comparable sales information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Narrative appraisal report conforms to Uniform Standards of Professional Appraisal Practice (USPAP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Eminent Domain testimony services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Cost Estimates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**1 Mail Notice**

Appraiser will mail a notification letter to property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the appraised property which could influence the appraised value.

**2 Title Review**

Appraiser will review title information pertaining to the respective ownerships and will review all pertinent information relative to the parcel.

**3 Property Inspection**

Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.

**4 Improvements**

Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back

**5 Market Research**

Appraiser will perform market research to support the selected appraisal methodology and will document and confirm comparable sales information.

**6 Comparable Sales**

Appraiser is responsible for determining which comparables are the best and most appropriate for the project. Comparable sales should have similar physical and legal characteristics when compared to the subject property. This does not mean that the comparables must be identical to the subject property, but it should be competitive and appeal to the same market clientele that would also consider purchasing the subject property. Comparables that are significantly different from the subject property may be acceptable; however, the appraiser must describe the differences, consider these factors in the market value, and provide an explanation justifying the use of the comparables.

**7 Narrative Appraisal Report**

Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standard of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports, including but not limited to parcel data, analysis of highest and best use, valuation, appraiser qualifications, available hazardous material usage/waste data, exhibits of location, site maps, and other pertinent exhibits.

**8 Eminent Domain**

Appraiser shall be aware of eminent domain laws and valuation approaches used in eminent domain litigation and be comfortable as an expert witness.

**9 Costs Estimates**

Appraiser will provide an estimate of probable costs for right of way acquisitions and service costs necessary to complete the project of the specified subject area.

**Task J-2. Relocation Services**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes on Table B-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another

consultant that has the necessary qualifications and experience. (NOTE: firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants.)

**Table J-2  
SERVICE CATEGORY CHECKLIST  
RELOCATION SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
1	Interview occupants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Research	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Compile statistics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Relocation Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Relocation Implementation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **1 Interview Occupants**

Interview all potentially affected occupants to determine relocation needs. The interview queries business needs, special licensing, permits or zoning needs, information on trade areas, special moving requirements, etc. The interview also queries household information such as: the number, age and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.

### **2 Research**

Research the marketplace for available replacement locations and/or establish rent schedules for compiling project costs.

### **3 Compile Statistics**

Compile statistics on available housing and business replacement sites and calculate potential project costs.

### **4 Relocation Plan**

Create and present draft relocation plan to client. Distribute plan to project participants, make it available for public inspection, and make any needed revisions brought up during the public inspection period. Participate in adoption presentation meeting.

### **5 Relocation Implementation**

Secure the basic case information and set up case file, maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant. Conduct an initial in-depth field interview with claimant, document rent, income, family size, names/ages of occupants, determine relocation needs, preferences, and special requirements, and provide general information notices and brochure. Explain relocation process, rights, and benefits available. If needed, provide ongoing advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing, and other public services. Also, if needed, document rent with rental agreement, receipts, or economic rent. Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit. Use rent method if income cannot be verified. Assist with the reconciliation of fixtures and equipment among owner and tenant. Create rent schedule for project as appropriate



and if authorized by client, search, and document comparable for each claimant, provide initial referrals and three sets of additional housing referrals every 4-6 weeks as necessary. Search for available non-residential sites until Consultant recommends at least one appropriate site or determines that no such site exists. Provide with any referral an evaluation form which requests feedback as the suitability of the site referral and attempt to secure response from claimant. Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek authorization of client. Deliver letter of eligibility to claimant, discuss findings, and impacts to occupants' particular needs. Amend the letter of eligibility again if the economics of the comparable' s availability changes over the course of our assignment. Prepare and deliver 90-day notice to vacate no later than 12 weeks after general information notices have been delivered. If needed, arrange for transportation to view replacement sites, assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment. Inspect selected site to ensure it meets decent, safe, and sanitary requirements. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer as necessary. Review and discuss claimants' moving plans, build out specification and personal property inventory and coordinate eligibility limitations in advance of physical move. Verify vacation of displacement site and secure a certificate of abandonment. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving payments, rental or purchase differential payments, re-establishment payments, and fixed payments as applicable. For residential moves, secure and process an advance claim to assist with the move, and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving assistance, re-establishment, in lieu, or settlement claims ensuring that no item was duplicated in the acquisition process. Each claim will be signed by the claimant supported by appropriate back-up (written bids, schedules, receipts, etc.) and will be reviewed by Consultant for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

**Task J-3. Title Services**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes on Table C-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (NOTE: firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants.)

**Table J-3  
SERVICE CATEGORY CHECKLIST  
TITLE SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
		<i>Check All Applicable Services</i>			
1	Preliminary Title Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Policies of Title Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Escrow Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Other Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **1 Preliminary Title Reports**

Furnish preliminary title reports, litigation guarantees and title reports to District within fifteen (15) working days upon receipt of written request for such report(s). Reports to be submitted in an electronic form and shall include, but not be limited to, the following items:

- The names and addresses as disclosed of record of all persons or parties owning or claiming, or who may own or claim an interest in such parcel, and the nature of such interest and from whom deeds or releases should be obtained or who should be named as party defendants in an eminent domain action. This would only apply to litigation guarantees.
- A copy of the instrument(s) whereby the vestee acquired title.
- Such tax information as the County Assessor's Parcel reference, code area, the amount of taxes and a statement of any special assessments.
- The vesting documents and Schedule B documents (easements, assessments, encumbrances, and rights-of-way) will be sent with the title reports.
- A portion or portions of a street, alley or highway abutting a parcel will be included up to three (3) contiguous parcels, as part of the land covered in the report, provided the title thereto vests in the same ownership as the adjoining parcel.
- Provide District an invoice with each item as it is delivered to District. Provide supplemental reports showing matters, if any, appearing of record subsequent to the date of the prior report.

### **2 Policies of Title Insurance**

Furnish California Land Title Association (C.L.T.A.) Standard Coverage Policies of Title Insurance covering the estate or interest created through the acquisition of real property by District or American Land Title Association (A.L.T.A.) policies. Policies will be delivered to District within ten (10) days of recordation of documents conveying real property to District. Notice of such recordation shall be in the form of a Closing Escrow Statement showing the recording information of documents or final order of condemnation. Provide one (1) original title insurance policy. Policies will be taken subject to such matters of record as they may remain a lien or charge against the land at the close of escrow and be approved in writing by District.

### **3 Escrow Services**

Upon receipt of District's request to open escrow, instructions will be typed and returned to District within three (3) working days. Provide standard practice escrow services which include but not limited to the following:

- Payment of all demands of any claimants, lien holders or beneficiaries under a deed of trust deposited into escrow. Determine the proper trustee to issue a full or partial reconveyance and to prepare a substitution of trustee where necessary.
- Prorate or adjust those items as directed by District. Real estate taxes will be paid in full when a lien is due. Any proration will be established by the Assessor/Tax Collector and distributed appropriately.
- Disburse funds held in escrow pursuant to assignment of funds as directed by District.
- Bill District for all reconveyance fees, trustee fees, forwarding fees, beneficiary statements, etc., presented in connection with the reconveyance of any deed of trust eliminated through escrow, unless otherwise directed by the District. (Excluded are any prepayment penalties)
- If adverse title matters are apparent since date of issuance of latest report, notify District that closing is not possible and upon request of District a supplemental report or guarantee will be issued setting forth such adverse matters.
- Notify creditors of grantor's present address where there is a partial taking by District.
- Furnish a breakdown of rental prorations.
- Prepare and draw all instruments necessary to consummate the transaction except grant deeds and/or easement deeds which will be drawn and deposited in escrow by District.
- Proceed with closing upon receipt of necessary funds, proper documents and final instructions approving title exceptions to be shown on the Policy of Title Insurance.
- Report status of each open escrow account.

- Estimated Escrow Closing Statements to be presented to District indicating a readiness to record. Statements will include any credits due. Statement should be issued allowing District four (4) weeks to process payments for escrows.

**4 Other Services**

Provide District with "Ownership" information on District's first one hundred (100) requests each calendar month. This information shall include parties in whom record title vests and may include a legal description of the property as it appears on record.

Furnish copies of any recorded document mentioned in reports as requested by District at no charge. Agree that the term "parcel" as used herein is defined as any of the following, with ownership within the same block of any town, city, or subdivision:

- Any three (3) contiguous areas of land or lots vested in the same ownership.
- The portion of any street or alley adjoining any parcel as above defined which portion of street or alley does not pass by operation of law in a conveyance of said adjoining parcel; therefore, title thereto would vest in other than the owner of the adjoining parcel and construed as a separate parcel.

**Task J-4. Attorney Services**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes on Table D-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (NOTE: firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants.)

**Table J-4  
SERVICE CATEGORY CHECKLIST  
ATTORNEY SERVICES**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
1	Legal Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Eminent Domain Action	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**1 Legal Counsel**

Attorney to provide legal services related to land transactions including resolving title issues and approving as to form land transaction documents related to District projects. Attorney shall appear and serve as the District's legal counsel and perform the work assigned with assistance being provided from the attached attorney's list. Attorney shall furnish all equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner, and shall maintain all licenses required by the laws of the State of California at all times while performing services as an independent contractor for the District.

**2 Eminent Domain**

Attorney shall appear and serve as the Districts legal counsel in said eminent domain proceedings. Attorney shall provide District with timely notification of all scheduled depositions, hearings, mediations, arbitrations, trials, etc. Attorney shall provide District with one copy of Attorneys' files and/or records for each property owner. Such files and records shall be and remain the sole property of the District. Attorney shall not settle any matter or make a settlement off any amount or make any representation as to settlement possibilities without prior authorization of District.

**Service Category K. CIP Implementation**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes in Table B-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

**To qualify for Service Category B.2, your firm MUST be able to provide services in ALL sub-tasks A through F identified on Table B-1. Task B.2 as well as Sub-task A must be self-performed, whereas Sub-tasks B through F may be performed by a Sub-Consultant if your firm is unable to self-perform these tasks.**

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note self-performance is typically preferred over the use of sub-consultants).

**Table K-1  
CIP Implementation**

TASK		CONDUCT	SUB-CONSULT
<i>Check All Applicable Services</i>			
1	CIP Project Management	<input type="checkbox"/>	N/A
2	Full-Service Design of Flood Control Facilities	<input type="checkbox"/>	N/A
	<i>A) Hydrology and Hydraulic design of Flood Control Facilities</i>	<input type="checkbox"/>	N/A
	<i>B) Geotechnical Engineering</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>C) Structural Engineering</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>D) Utility Relocation Design</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>E) Street Improvement and Traffic Control Design</i>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>F) Surveying / Topographic Mapping</i>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

### **Task K.1 CIP Project Management**

Firms responding to this Task must demonstrate qualifications and experience serving in a lead role for oversight and management of the full 'A to Z' delivery of Flood Control projects such as, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. This task is focused on firms qualified and willing to provide ***oversight and management*** of the overall project through the preliminary and final design phases, including accountability for identification, coordination and integration of all elements such as scoping, budgeting, schedule management, stakeholder identification and coordination, engineering, regulatory clearances, rights of way, etc., as necessary for the full and timely delivery of 'shovel ready' projects.

***This specific task is for project management and oversight only.*** Performance of the individual elements of a project, such as the Engineering/Design, CEQA, Regulatory Permitting, etc., are *not* included in Task B.1, but may be undertaken by your firm and/or other consultants pursuant to another pre-qualified task or category as identified in this RFQ. In many cases, a firm will be selected to provide services across both Tasks B.1 and B.2. To expand upon the District's ability to deliver projects on a timely basis, in some cases a firm pre-qualified for Task B.1 may be asked to provide CIP Project Management services where some or all of the elements of work are being undertaken by other Consultants.

### **Task K.2 Design of Flood Control Facilities (Full PS&E)**

Firms responding to this Task must demonstrate qualifications and experience providing the full 'A to Z' design of Flood Control projects such as, but not limited to, open channels, underground storm drains, earthen embankment dams, debris basins, detention basins, culverts, levees, etc. Firms pre-qualified under this task must be licensed in California and capable of providing the full suite of design services necessary for the design of flood control facilities, including ALL of the services described in sub-tasks A through F in Table B-1, and as described below.

All designs must utilize District approved software and be incorporated into plan, profile, and detail sheets meeting the District's drafting requirements, and be stamped and signed by a Civil Engineer licensed in California. Firms pre-qualified for Task B.2 may or may not be also selected to provide overall project management services if the firm is also pre-qualified in Task B.1.

#### **Sub-Task A) Hydrology and Hydraulic design of Flood Control Facilities.**

This sub-task is required to be performed directly by your firm (not a sub-consultant), and includes the full design and plan sheet preparation for the hydraulic systems necessary to meet defined project objectives. These systems may include but are not limited to channels, storm drains, levees, basins, dams, catch basins, connector pipes, inlet/outlet structures and other appurtenant elements.

#### **Sub-Task B) Geotechnical Engineering**

This sub-task may be performed directly by your firm or a sub-consultant, and includes any necessary geotechnical engineering analyses that are necessary for the project, such as but not limited to slope retention or stabilization, embankment design, structure foundation design, seismic evaluations and design, etc. It is anticipated that often the field exploration we be done by a sub-contractor, but if the engineering evaluations and designs are performed in-house, select 'Conduct' for this sub-task on your submitted Table B-1. Otherwise select 'Sub-Consult' if you will rely fully on a sub-consultant for these services.

#### **Sub-Task C) Structural Engineering**

This sub-task may be performed directly by your firm or a sub-consultant and includes structural design of any non-standard designs that are necessary for the project. Most commonly these are reinforced concrete structures, such as Reinforced Concrete Boxes, Rectangular Channels, Retaining Walls, Junction Structures, and Inlet/Outlet structures and bridges.

**Sub-Task D) Utility Relocation Design**

This sub-task may be performed directly by your firm or a sub-consultant. District projects can conflict with other utilities that exist within the built environment, requiring their relocation. The District will discuss with the Utility owner, responsibilities with respect to the design and relocation of these utilities. In many cases the utility owner will perform the designs themselves, but in some cases, most commonly with water and sewer utilities, the District will design relocations. Firms responding to Task B.2 must be able to provide design services for relocation of water and sewer utilities of various sizes from service laterals to main trunk line systems.

**Sub-Task E) Street Improvements and Traffic Control Design**

This sub-task may be performed directly by your firm or a sub-consultant, and includes evaluating the impacts that construction operations will have upon existing roads, and designing road restoration / paving sheets, new street improvements, etc. This task also includes evaluating impacts of the project on traffic patterns and developing traffic control plans consistent with the MUTCD and California Supplement that will be included in the District's contract documents. Where road closures are required and approved in advance by the local jurisdiction, detour designs will also be required.

**Sub-Task F) Surveying & Topographic Mapping**

This sub-task may be performed directly by your firm or a sub-consultant and includes providing land surveying services associated with both collection of topographic data to support the design process, and development of accurate Right of Way basemaps and legals and plats.

**Table K-2 Record of Past Performance**

Project Number	PROJECT NAME	If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume			Check all Task(s) applicable to each project												
		No Project Upscope	Completed on Schedule	Completed Under Budget	B.1 CIP Project Management	B.2 Design of Flood Control Facilities	A) Hydrology and Hydraulic Design	B) Geotechnical Engineering	C) Structural Engineering	D) Utility Relocation Design	E) Street Improvement and Traffic Control	F) Surveying & Topographic Mapping					
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Service Category L. Operations and Maintenance**

After reviewing the Service Category definitions on the following pages, please check all applicable boxes in Table I-1 below for the Task(s) that your firm and sub-consultant (if any) can perform, and include this checklist in Section 1 of your Service Category Qualifications PDF.

- ✓ CONDUCT: Indicates that your firm has the necessary qualifications and experience to directly perform the work.
- ✓ SUB-CONSULT: Indicates that your firm has an established business relationship with another consultant that has the necessary qualifications and experience. (Note that firms that are able to directly perform work on a Task are typically preferred over those that use sub-consultants).
- ✓ TRAIN: Indicates that your firm has actual experience conducting classroom-like training on the specific Task.
- ✓ PEER REVIEW: Indicates that your firm has both expertise and previous experience in providing peer review of work product prepared and submitted by others.

**Table L-1  
SERVICE CATEGORY CHECKLIST  
HYDROLOGY AND HYDRAULICS**

TASK		CONDUCT	SUB-CONSULT	TRAIN	PEER REVIEW
<i>Check All Applicable Services</i>					
I.1	Video Pipe Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**1 Video Pipe Inspection**

Firms responding to this Task must demonstrate qualifications and experience in conducting video inspections for storm drain, sewer, or other utility pipes. Consultants shall be able to provide high quality video files to the District with details of the pipe interior and thorough examination of the pipe condition. Video files must be in a universal format for ease of viewing and sharing. Secondary to the task of video inspection, firms may explain if they also have the ability to:

- Provide an engineering assessment of the condition of the pipe and recommendations for repairs or remediation.
- Provide specialized video reports that can be used to measure features within the video inspection such as crack lengths, stationing along pipe alignment, depth of flow or sediment.



**Table L-2  
SUMMARY RECORD OF PAST  
PERFORMANCE: OPERATIONS & MAINTENANCE**

Project Number	PROJECT NAME	If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume			Check all Task(s) applicable to each project.				
		No Project Upscope	Completed on Schedule	Completed Under Budget	I.1 Video Pipe Inspections				
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## **Attachment B**

Statement of Qualification Questionnaire (SOQQ)

Statement of Compliance

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
2022 PROFESSIONAL SERVICES ON-CALL LIST**

**STATEMENT OF QUALIFICATION QUESTIONNAIRE**

INSTRUCTIONS

Electronically print or use black ink and print legibly. If the questionnaire is altered, is incomplete and or does not include the required attachments, the SOQ may be rejected for non-responsiveness.

Use additional sheets if space provided is not adequate, such as if there may be different project managers for different Service Categories.

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)

**Identify the person that would sign any Agreements with the District\*:**

Agreement Signatory: \_\_\_\_\_ Title: \_\_\_\_\_

*\*Appropriate signature authorization for this person is required. See Section VI.B of the RFQ.*

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

Project Manager: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Ext.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

CA Registration No. (if applicable): \_\_\_\_\_ Exp. Date (if applicable): \_\_\_\_\_

CA Department of Industrial Relations (DIR) No.: \_\_\_\_\_

**Click here and stop if Project Manager is the same as the Contact Person.**

Contact Person: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax No.: \_\_\_\_\_

**STATEMENT OF COMPLIANCE**

**MASTER AGREEMENT TERMS AND CONDITIONS**

The respondent shall read the Required Insurance and Indemnification (Sections 13 and 14) language of the Master Agreement, included as Attachment D. The respondent is advised that the inability to conform with District contract requirements may be basis for exclusion for placement on the On-Call List.

<b>INSURANCE</b>		
Yes	No	<p>By checking "Yes", the respondent is affirming that it has read, is able and is willing to provide the required insurance as described in Attachment D. The District will request the actual insurance form when a task order is issued.</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	No	<p>By checking "Yes", the respondent indicates that it is willing to accept the indemnification requirements as described in Attachment D.</p> <p>If "No" is selected, the respondent shall attach a list of exceptions. This list of exceptions must include suggested rewording/changes, reasons for submitting the proposed exception, and any impact the proposed exception may have on the services to be provided.</p>

**SIGNATURE**

THE FOREGOING AND ALL INFORMATION IN THIS STATEMENT OF QUALIFICATIONS IS TRUE AND CORRECT.

Signature of authorized person preparing this SOQ:

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

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

# **Attachment C**

## Submittal Requirements Summary

### Attachment C: Submittal Requirements Summary

The table below can be used as a guide to verify that your SOQ Package includes all required information and follows the required file naming and organization requirements and the page number limitations.

This table is for reference only and does NOT need to be included in your submittal.

PDF	Content	Instructions	Page Limitation	Form	File Name
1	<b><u>Statement of Qualifications Questionnaire</u></b>	VI.A	Use form provided	Attachment B	{FIRM NAME}_SOWW.pdf
2	<b><u>Signature Authorization</u></b>	VI.B	No limit	N/A	{FIRM NAME}_SignatureAuth.pdf
3	<b><u>Service Category Qualifications</u></b> <i>Service Category #1</i>				See renaming requirements in Section IV.B (Table 2) for each 'Service Category Qualifications' PDF
	SECTION 1: SERVICE CATEGORY CHECKLIST(S)				
	- Service Category Checklist	VI.C: Section 1 Table 3	Use form provided	Tables provided in Attachment A	
	- Additional Checklists for Service Categories E and F	VI.C: Section 1 Table 3	Use form provided	Tables provided in Attachment A	
	SECTION 2: FIRM AND STAFF EXPERIENCE				
	- Organization Chart	VI.C: Section 2	2 per Service Category	Maximum size is 11"x17"	
	- Personnel Table	VI.C Section 2	1 per Service Category	See Table 4 in VI.C Section 2	
	- Resumes	VI.C Section 2	10 per Service Category	N/A	
	SECTION 2: RECORD OF PAST PERFORMANCE				
	- Summary Record of Past Performance Table	VI.C Section 3	1 per Service Category	Use Tables provided in Attachment A	
	- Project Reference Summaries	VI.C Section 3	10 per Service Category	N/A	
4	<b><u>Service Category Qualifications</u></b> <i>Service Category #2</i> Include additional PDF files for each Service Category you are seeking pre-qualification for. Each PDF must follow the organization shown above for PDF 3.				

## **Attachment D**

### Sample Master Agreement

CONSULTING SERVICES AGREEMENT

FY 2022-23 to FY 2025-26

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

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories X and X, as further described in "Service Categories & Tasks", attached hereto as Attachment "A", in accordance with applicable federal, state, and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto as Attachment "B", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which the CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto as Attachment "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any subsequent Task Order(s).



3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall become effective on July 1, 2022 and shall remain in effect through the required date for completion of an assigned Task Order, provided

that such Task Order was approved prior to June 30, 20XX and is to be completed by June 30, 20XX.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The maximum amount of any Task Order approved pursuant to this Agreement shall not exceed (\$XXXX). The cumulative total of all task orders shall not exceed \$XXXX over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **The DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to the DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

- A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).
- B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to the DISTRICT no later than the 15<sup>th</sup> day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within 45 business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

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

B. Time of Completion

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

9. LICENSES

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

10. STANDARD OF CARE

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

**[FOR DESIGN PROFESSIONALS]**

If, pursuant to this Agreement, CONSULTANT is engaged as a "Professional Engineer" pursuant to Section 6701 of the Professional Engineers Act (Chapter 7 of Division 3 of the Business and Professions Code), then CONSULTANT assumes responsible charge of the work pursuant to Section 6703 of the Professional Engineers Act, and shall be wholly responsible for the completeness and accuracy of all data, technical studies, reports, plans, specifications and estimates prepared pursuant to this Agreement, and shall check all of its work product accordingly.

**[FOR PHOTOGRAMMETRY]**

If, pursuant to this Agreement, CONSULTANT is engaged as a "Professional Surveyor" pursuant to Section 8703 of the Professional Land Surveyors' Act; Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, where applicable; then CONSULTANT assumes responsible charge of the work pursuant to Section 8703 of the Professional Land Surveyors' Act; Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, where applicable; and shall be wholly responsible for the completeness and accuracy of all calculations, data,

measurements, calibration, plans, specifications, computer files, maps, field notes, reports, estimates, and any other materials prepared pursuant to this Agreement, and shall check all such material accordingly.

**[FOR REAL ESTATE SERVICES – APPRAISAL, RELOCATION, RIGHT OF WAY]**

If, pursuant to this Agreement, CONSULTANT is providing Real Estate Services, the CONSULTANT exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California including, but not limited to, the standards set forth in the Uniform Standards of Professional Appraisal Practice ("USPAP"), and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) or Title 25, California Code of Regulations, its amendments, and other pertinent laws and regulations, and shall use reasonable diligence and best judgment while exercising CONSULTANT's professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement in an efficient and economical manner.

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products, or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products, or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by

CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected; DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT on request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order that CONSULTANT may perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order that may CONSULTANT perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. NOTICES

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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Finance Division	NAME OF COMPANY  ADDRESS CITY, ST ZIP Attn: NAME OF CONTACT
--	---

14. REQUIRED 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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.

- 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 as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 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 as additional insureds.
- D. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also



known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a 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. **[If Applicable, Insurance Requirements for Aviation Services Including Unmanned Aircrafts (Drones)]**

Coverage shall be at least as broad as: Aviation Liability Insurance on an "occurrence" basis, including products and completed operations, property damage, and bodily injury with limits no less than \$2,000,000 per occurrence, and \$4,000,000 in the aggregate. This coverage may also be provided by endorsement to a Commercial General Liability policy as describe in section 14.B of this agreement.

F. **[If Applicable, Cyber Liability Insurance]**: CONSULTANT shall maintain Cyber Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, exhortation and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

G. **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 DISTRICT's Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one 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 DISTRICT 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 DISTRICT's Risk Manager, CONSULTANT's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 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 DISTRICT 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.

- iv. 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.
- v. 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.
- vi. 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 and the monetary limits of liability required under this Agreement if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

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

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports, and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

**[FOR REAL ESTATE SERVICES]**

WORK PRODUCT – Unless otherwise stated in DISTRICT approved scope of services,

CONSULTANT shall provide DISTRICT with a minimum of (i) three (3) original paper copies; and (ii) one (1) digital copy of the final report(s). CONSULTANT shall also provide DISTRICT with an electronic submission of the final report(s) to DISTRICT's Real Estate Services Section (Attention: Yolanda King at [yking@rivco.org](mailto:yking@rivco.org)). All work products and any other documents furnished in accordance with this Agreement shall meet the criteria for acceptance and be a product of neat appearance and well organized.

Upon completion of all work under this Agreement and as set forth in Attachment "A", ownership and title to all work products and any other documents produced as part of this Agreement will automatically be vested in DISTRICT and no further agreement will be necessary to transfer ownership to DISTRICT.

**[FOR PHOTOGRAMMETRY]**

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

exclusive, and irrevocable license to reproduce, publish, and use such material, in whole or in part, and to authorize others to do so, provided written credit is given the author.

**16. [FOR REAL ESTATE SERVICES]**

REPORTS DUE DATE – CONSULTANT shall submit the completed data, appraisal report(s), files, materials, policies, records for each property owner, tenant, lessee, displacee, relocatee for residential real estate transactions and /or non-residential real estate transactions, and all copies to DISTRICT no later than fifteen (15) calendar days following the effective date of the value estimate established by CONSULTANT.

CONSULTANT shall submit all other report(s) within the timeframe stated in DISTRICT approved scope of services. By accepting an assignment, CONSULTANT acknowledges that the specified timeframe is both realistic and achievable, and that the report(s) shall be completed by that time.

**17. QUALITY CONTROL**

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected, and back-checked, and all pertinent job-related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

**18. TERMINATION**

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

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business 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 any such manner it deems appropriate.

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 work product, equipment, files, records, data, or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provision of this Agreement, CONSULTANT rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement

by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT, any work product, data, or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates an approved Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under the Task Order as the services actually bear to the total services necessary for performance of the Task Order.

19. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the



Task Order by DISTRICT's General Manager-Chief Engineer or in his/her absence, his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT's work in progress at any reasonable time. All reports, working papers, and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT, and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

20. PREVAILING WAGE

CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of

DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any interested person upon request.

21. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder, and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT; and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

22. SUBCONTRACTING

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

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-consultants

of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

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

23. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost, and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the

appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order from DISTRICT's General Manager-Chief Engineer or in his/her absence by Authorized Signatory shall be considered unauthorized and shall not be paid for by DISTRICT shall be considered unauthorized and shall not be paid for by DISTRICT.

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

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

24. DISPUTES

A. In the event CONSULTANT considers any work demanded of CONSULTANT

to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction or decision. However, if CONSULTANT finds such order, instruction, or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

- B. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by arbitration, provided that the parties hereto mutually agree to submit to arbitration.
- C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

25. ASSIGNMENT

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

The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.
- B. Any merger, consolidation, or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least 30 days prior to the occurrence of such event.

26. 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.

27. JURISDICTION/LAW/SEVERABILITY

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

shall be given full force and effect to the extent possible.

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

28. 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.

29. 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.

30. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall

be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

31. INDEMNIFICATION

A. Basic Indemnity

CONSULTANT shall indemnify and hold harmless DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

CONSULTANT shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, 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 action or claim without the prior consent of DISTRICT, provided however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein. CONSULTANT's



obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein 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 the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

CONSULTANT agrees to and shall indemnify and hold harmless the DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

With respect to any action or claim subject to indemnification herein by

CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

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

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the DISTRICT to the fullest extent allowed by law.

32. EDD REPORTING REQUIREMENTS – In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within 10 days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement

or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov)

33. FORCE MAJEURE – If either of the Parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.
34. DELEGATION OF AUTHORITY – Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, the Chiefs of DISTRICT's various Divisions: Planning, Design and Construction, Finance, Watershed Analytics, Operation and Maintenance, Regulatory, Survey and Mapping and Watershed Protection, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any changes to the approved scope of services of a Task Order issued under this Agreement must be authorized by DISTRICT's General Manager-Chief Engineer or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.
35. RECORD RETENTION/AUDIT – CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents including records related to the nature and extent of CONSULTANT's costs incurred while providing

services authorized under this Agreement for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

36. 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. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT's subcontractors as anticipated by this Agreement. CONSULTANT shall observe all federal, state and county laws, and county policies concerning confidentiality of records.

CONSULTANT shall refer all request for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT's subcontractors. CONSULTANT shall include the requirements stated in this Section of this Agreement with any of its subcontractors.

37. 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.

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

\_\_\_\_\_

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By: \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By: \_\_\_\_\_  
SYNTHIA M. GUNZEL  
Chief Deputy County Counsel

By: \_\_\_\_\_  
Deputy

(SEAL)(SEAL)

**NAME OF COMPANY**

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Signature of Responsible Officer

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Printed Name

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Title