

REQUEST FOR QUALIFICATIONS

RFQ # FCARC-00187

for

**Request for Qualifications (RFQ)
for Architectural Engineering for a New Building 6**



Administered by:
Marilyn Weisenberg, Administrative Services
Purchasing Supervisor/Finance Division
Riverside County Flood Control
and Water Conservation District
1995 Market Street, Riverside, CA 92501
951.955.4348
mcweisen@rivco.org

**Request for Qualifications (RFQ)
for Architectural Engineering for a New Building 6**

INSTRUCTIONS TO RESPONDENTS

- I. Vendor Registration: Unless stated elsewhere in this document, vendor must register by requesting an 'On-boarding Invitation' via email addressed to mcweisen@rivco.org (if not already registered with the County as a vendor.)
- II. Prices/Notations: All prices/notations within the sealed cost proposal must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Period of Firm Pricing: Unless stated otherwise elsewhere in this document, prices shall be firm for 365 days after the closing date.
- IV. Recycled Material: Wherever possible, the District is looking for items made from or containing in part recycled material. Respondents are encouraged to bid items containing recycled material as an alternative for the items specified, however, the District reserves the right to reject those alternatives as non-responsive. **If applicable.*
- V. Method of Award: The District reserves the right to reject any or all offers, to waive any discrepancy or technicality, and to split or make the award in any manner determined by the District to be most advantageous to the District. The District recognizes that prices are only one of several criteria to be used in judging an offer and the District is not legally bound to accept the lowest offer.
- VI. Return of Bid/Closing Date/Return to: The bid response consisting of two flash drives (the SOQ Proposal and the sealed cost/financial statement in one envelope appropriately marked shall be delivered to the Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, CA 92501 by **1:30 p.m. Pacific Standard Time (PST) on the closing date of December 5, 2024**. Bid responses not received by the District by the closing date and time indicated above will not be accepted. The closing date, time and the RFQ title referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the Proposal Acknowledgement page of this bid document must accompany your Cover Letter. The District will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- VII. Auditing: The Consultant agrees that Riverside County, the State of California, the federal government or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. The Consultant agrees to maintain such records for a possible audit for minimum of three years after final payment or until closure of pending matter unless a longer period of records retention is stipulated. The Consultant agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Consultant agrees to include a similar right of Riverside County, the State of California or the federal government to audit records and interview staff in any subcontract related to the performance of this contract.

IF CHECKED, THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFQ/P:

EXHIBITS A, B, C, D, E

PLANS/DRAWINGS

SAMPLE
AGREEMENT

ATTACHMENTS A, B, C, D, E

PROPOSAL COVER PAGE

RESPONDENT TO COMPLETE ALL APPLICABLE AREAS

PROPOSAL ACKNOWLEDGMENT

If not already registered as a vendor, Respondents are required to complete the vendor registration process (please refer to the Vendor Instructions on Page 1 of this RFQ).

The Riverside County Flood Control and Water Conservation District (District) is soliciting proposals from qualified firms for **Architectural Engineering for a New Building 6**.

RFQ CLOSING DATE: December 5, 2024, no later than 1:30 p.m. PST

FAXED PROPOSALS WILL NOT BE ACCEPTED.

After close of this RFQ, the award will be announced within 30-60 days. If an Addendum is issued for this procurement, it will be the Respondent's responsibility to retrieve all applicable Addendum(s) from the District's website.

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name:

Mailing Address:

Street Address:

City:

State:

Zip:

Remit to Address:

City:

State:

Zip:

Vendor Website:

Phone # ()

Fax # ()

Name:

Title:

Signature: _____

Date: _____

Email: _____

APPENDIX A

Wherever these words occur in this RFQ, they shall have the following meaning:

- A. "Addendum" shall mean an amendment or modification to the RFQ.
- B. "Bid" shall mean the proposal submitted by Respondents on the Bid Form consistent with the Instructions to Respondents, to complete the work for a specified sum of money and within a specified period of time.
- C. "Consultant" shall mean the successful Respondent to this RFQ who enters into a written Contract with Riverside County Flood Control and Water Conservation District.
- D. "Contract" shall mean the written agreement resulting from this RFQ executed by Riverside County Flood Control and Water Conservation District and Consultant.
- E. "District" shall mean Riverside County Flood Control and Water Conservation District.
- F. "Proposal" is used interchangeably with "Bid".
- G. "Respondents" shall mean an individual, firm, partnership, corporation or joint venture making a proposal or response to the District's Request for Qualifications.
- H. "RFQ" shall mean Request for Qualifications.
- I. "Should", "desirable" or "ask" means a requirement having a significant degree of importance to the objectives of the RFQ.
- J. "Subcontractor/Subconsultant" shall mean any person, firm or corporation performing work or providing service for the Respondents in support of the Scope of Services for an agreement.
- K. "Will", "shall", "must", "mandatory" or "required" means a requirement that must be met in order for a proposal to receive consideration.

I. OVERVIEW

PROJECT OVERVIEW

The District is seeking qualifications from architectural/engineering firms to provide final architectural, engineering, project management and technical support services for the Building 6 Office project. It is the intent of this RFQ to determine the selection of an Architectural Firm to provide full design services and construction documentation that is ready for bidding.

To assist you with providing information and recommendations for the proposed project, we have attached the following:

- Project Description
- District and Consultant Responsibilities through RFQ process
- Attachment "A" – Location Maps
- Attachment "B" – Existing Office Trailer Photos
- Attachment "C" – Existing Utilities
- Attachment "D" – Proposed Footprint of New Building
- Attachment "E" – Conceptual Office Layout

PROJECT DESCRIPTION

The proposed Building 6 Office project consists of the removal/demolition and disposal of an existing trailer from the District's maintenance yard and construction of a new permanent two-story office building to serve as the office for the District's staff. The new office building will occupy the maximum square footage within the limits shown on Attachment D (approximately 182' x 46'). The preliminary requirements for the building are listed below but will be refined through iterative design submittals.

Table 1. Building 6 Office Building Minimum Number of Required Rooms

1st FLOOR	
Area	Description
One (1) Office – Superintendent	Walled office space for the District's Operations and Maintenance Superintendent. Include room for single desk and workstation and accommodate meetings with up to four people. <ul style="list-style-type: none"> • 1 – 12' x 14.5'
Main Office Area	Office/Cubicle spaces <ul style="list-style-type: none"> • 2 – 12' x 12' Regional FC Offices (walled) • 5 – 9' x 12' Offices (walled) • 1 – 9' x 12' Cubicle • 1 – 8' x 8' Cubicle • 1 – 25' x 25' Open Office Area
Main Conference/Training/Dispatch Room	Room where up to 70 to 80 field staff may temporarily gather for training or to discuss maintenance projects (min. 1,547 sq. ft). Room should be able to accommodate two large projectors for presentations and audio setup. For dispatching, the room should include a partitioned wall to divide the room in half. Conference room should be designed for audio/video presentations as well as for classroom lectures (white board, etc.).
Meeting Rooms	2 – Meeting rooms: Approximately (12' x 15') and (15.8' x 16'). Meeting rooms should be design for video conference, have TV setups and writing boards.
Men's Restroom	Men's restroom to meet code requirements with additional stalls.

1st FLOOR	
Area	Description
Women's Restroom	Women's restroom to meet code requirements.
Breakroom	Room where employees can take breaks, store and prepare meals. Breakroom will be equipped with a refrigerator, coffee maker, electric induction cooktop, three microwaves, sink and tables with seating (21.5' x 24.5').
IT/Power Room	Room for server/data networking equipment and electrical panels.
Copy/Office Supplies Room	Room for storage of printing supplies, copier and shared network printer.
File Room	File room for Operations (10' x 14.5') and Construction and Maintenance (10' x 10').
Build/Grounds Tool Room	Locked storage room with cabinets and shelving for buildings and grounds tools/material supplies (8' x 10').
Janitorial Room	Room for janitorial staff to place tools/supplies.
Elevator	Commercial elevator.

2nd FLOOR	
Area	Description
Two Offices – Division Chiefs	Walled office spaces for the District's Division Chiefs: <ul style="list-style-type: none"> • 1 – 15' x 18' • 1 – 15' x 18'
Main Office Area	Office space for: <ul style="list-style-type: none"> • 4 – 9' x 12' Offices (Walled) • 3 – 9' x 12' Cubicles • 13 - 8' x 8' Cubicles • 1 – 16' x 16' Open office area
Meeting Rooms	Three meeting rooms: two 12' x 12' and one 12' x 14'. Meeting rooms should be design for video conference, have TV setups and writing boards.
Men's Restroom	Restroom for men to meet code requirements (include a shower area).
Women's Restroom	Restroom for women to meet code requirements (include a shower area).
Lactation Room	Lactation room: 6'x8' with plumbing for sink.
Breakroom	Room where employees can take breaks and store and prepare meals. Breakroom will be equipped with a refrigerator, coffee maker, electric induction cooktop, microwave, sink and tables with seating (18' x 20').
IT/Power Room	Location of server or telephone/data networking equipment and electrical panels.
Copy/Office Supplies Room	Room for storage of printing supplies, copier and shared network printer.
Janitorial/Roof Access Room	Room for janitorial staff to place tools/supplies and roof access.
Elevator	Commercial elevator.

ROOF	
HVAC/Solar Panels	Roof needs to be designed to structurally accommodate the HVAC system and a future solar panel system.
Rooftop Garden (Optional/TBD)	Remainder area not used by HVAC/solar panel.
Elevator	Commercial elevator should extend to roof.

DISTRICT'S RESPONSIBILITIES

The District will provide the following items to the selected consultant:

1. **Base Mapping:** The District mapped the project site and can provide the Consultant with digital topographic mapping at a paper scale of 1" = 20', having a one-foot contour interval. Planimetrics, contours and underground utilities based on available information and right of way are included in the mapping.
2. **Initial Geotechnical Report:** Geotechnical Engineering Report prepared by Earth Systems Pacific, dated November 30, 2020. The initial geotechnical report was for a single-story modular building, therefore, additional geotechnical investigation will be needed for the new two-story building layout.
3. **Site Utility Layout:** Utility investigation conducted by Wilscott dated March 2021. Provided in Microstation DGN and PDF format.
4. Field survey services as requested by the Consultant.

CONSULTANT RESPONSIBILITIES AND DELIVERABLES

CODES AND REGULATIONS

- All plans shall comply with federal, state and local codes, regulations laws and ordinances. The office building shall meet current California Building Code and all current electrical, mechanical and plumbing codes.
- The office building and parking shall be ADA-compliant and meet Cal-OSHA Architectural Accessibility Standards. An ADA-compliant ramp and railing is required and shall conform to all existing building codes and requirements.

SCOPE OF WORK

The services requested include:

PROJECT MANAGEMENT:

- Project Kickoff meeting within 30 days after award of project. Consultant should have reviewed the available District-provided data prior to this meeting and shall present their understanding of the project needs and requirements, their approach to the project including District involvement in the design, introduce their team and consultants, and present a project schedule with key milestone dates that will provide bid-ready documents by [date TBD].
- Onsite monthly meetings to provide detailed project status updates, project schedule and to address any questions/concerns.
 - Meeting preparation includes scheduling, preparing the agenda and providing meeting minutes.
- Bi-weekly Microsoft Teams calls to provide quick project status updates.
- Coordination of all scope items both internally and between subcontractors and with the District, including site visits as necessary.
- Submittals, revisions and approvals of all applicable plans through County Building and Safety.
- Responsibility for ensuring that all plans are fully integrated among trades to ensure no conflicts.

PRELIMINARY DESIGN & SPACE PLANNING

- Prepare multiple code-compliant concept designs/renderings for decision making for:
 - Exterior architectural style
 - Interior architectural style, including finishes, lighting, etc.
- Prepare multiple preliminary code compliant interior layouts that meet the requirements and the following:
 - Provide layout showing interior walls, open areas, door swings, demising walls, corridor partitions and exterior window walls in relationship to the building core and entire floor plan.
 - Provide location and accurate size of columns, stairways, elevators and other building features shall also be shown on the space plan.
 - Provide names and sizes of all rooms contained on the space plan.
 - Include schematic furniture layout including workstations, desks, partitions and other key furniture, ensuring appropriate scale and proportion of furnishings.
 - Anticipate a few rounds of revisions to get a layout that all parties are comfortable with.
- Present preliminary cost estimates for the different options presented to assist with decision making and budgeting.
- Based on the selected preliminary design aspects, create a preliminary design package that will summarize and show the elements that will be used in final design. Package should have sufficient detail to seek initial construction pricing from a General Contractor.

SITE INVESTIGATIONS:

Consultant shall conduct, in coordination with the District any/all site evaluations to obtain data necessary for the design of the project, including at minimum:

- Utility Potholing: The Consultant shall coordinate with the District to determine the locations where potholing is required to identify the horizontal and vertical positioning of existing utilities. Consultant shall coordinate the work between his subcontractor and the District. The District can support by providing a survey crew to survey the horizontal and vertical control points of all potholes performed by the subcontractor. The Consultant will have a District representative onsite during the potholing process. A final pothole report shall be prepared and submitted to the District which includes location, description, photos, exhibits and diagrams (hard copy and digital format) for each utility. Pothole information must be reflected on all the applicable plans.
- Geotechnical Investigations: To develop engineering data necessary for the design of the project, including assessments for the impacts of groundwater and related issues.

FINAL DESIGN AND ENGINEERING:

Design and preparation of construction drawings, contract specifications and estimate for the project, as necessary to meet the following key objectives:

A) CIVIL PLANS:

Consultant shall prepare construction drawings, including material and construction specifications for all site improvements needed for the project. Plans will be submitted for District review, comment and revision as needed. Civil plans shall include at minimum:

DEMOLITION:

The civil plans shall include demolition and removal plans consisting of the removal and disposal of the existing trailers office building and the disconnection of all connected utilities. IT related utilities (data/phone) disconnection will be performed by Riverside County IT (RCIT).

UTILITIES

The Consultant shall prepare plans for any relocations or exterior utility improvements that are needed to bring sufficient services to the new building, including as applicable, electrical, gas, water, sewer and data/phone. In addition, an upgrade/replacement is necessary for the existing sewer line [approximately 400 feet of 4-inch sewer lines needs to be upgraded to 6-inch]. See attachment C.

SITE PREPARATION

Consultant shall prepare plans for any site preparation work needed, including grading, overexcavation, etc.

PAVING AND STRIPING

Consultant shall prepare paving plans to address new or repaired paving that meets appropriate structural requirements, covering:

- Areas adjacent to the building that will be re-paved.
- Paving as needed for any agreed-upon new or revised parking areas.
- Re-paving of the drive aisle in between Building 3/4/5 and Building 6.

B) LANDSCAPING PLANS

Consultant shall prepare plans and material/installation specifications for any areas of new or replaced landscaping, including new or remodeled irrigation with appropriate controller systems. Plans must be submitted for District review, comment and revision as needed.

C) BUILDING PLANS

Consultant shall prepare all plans necessary for the construction of the building and all associated items. Plans or separate documents shall include all necessary material and installation/fabrication/construction specifications. Plans and specifications must be submitted for District review, comment and revision as needed, and include, at minimum, the following:

ARCHITECTURAL PLANS

- Building footprint.
- Floor plan, including room locations and furniture/seating/workstation layouts.
- Wall types and locations.
- Interior door types and locations.
- Window types and locations.
- Fire wall locations.
- Floor finishes.
- Roof plans with roof drainage system and location of mechanical/solar components.
- Exterior finishes and color.
- Etc.

STRUCTURAL PLANS

- Foundation plans.
- Structural calculations.
- Foundation and footing details.
- Structural details, including construction details for support of mechanical equipment.
- Roof should be designed to accommodate HVAC system and future solar panel system.
- Etc.

MECHANICAL, PLUMBING AND FIRE SUPPRESSION

- Location of heating and cooling zones.
- Heating and cooling load calculations.
- Selection and location of mechanical equipment.

- Final size and location of ducting system. Ducting must be reconciled with all other plans including structural, framing, windows, doors, etc.
- Plumbing plans. Plumbing plans should accommodate RO water system for the building (including RO for water heater and HVAC system).
- Fire suppression protection plans.
- Security system conduits for future cameras attached to the outside corners and middle of building.
- Etc.

ELECTRICAL SYSTEM

- Complete lighting layout (interior and exterior), including lighting calculations and fixture schedule.
- Receptacle layout.
- Power plan identifying electrical loads of all equipment.
- Backup power system (provide minimal power to shut off main system and keep emergency lights/elevator shut down).
- Location and size of electrical service panel.
- Etc.

LOW VOLTAGE PLANS

- Security system plans, including alarm system, cameras and FOB access. Building should include, at minimum, outside cameras on all corners and mid points, indoor cameras for all entry locations.
- Data plans: The office building shall include CAT6 network drops in each of the individual offices and workspaces.
 - The proposal shall include at least two drops per office and additional as needed. These drops shall run to the switch location and terminate on a wall mount patch panel in the IT/Power closet. Network drops shall meet RCIT standards. RCIT requirements will be provided during the plan review process.
 - Additional runs shall be provided for security installations throughout the proposed Building 6.
- Etc.

SOLAR PANEL SYSTEM

- Solar panel installation plans, including number, size, location, mounting, etc.
- Wiring plan including inverter location.
- Battery power system to capture excess power for emergency outage use.

ELECTRIC VEHICLE CHARGING STATIONS

- Five parking spaces directly adjacent to new structure with charging stations.
- Determine and provide the power source for the five spaces and for an additional 15 charging stations to be added in future construction.
- The power supply shall be designed to charge 20 vehicles simultaneously. Chargers shall be Level 2.

OPERATIONS AND MAINTENANCE MANUAL

- Provide Operations and Maintenance Manual (two hard copies and one pdf) for the building (include recommended preventive maintenance schedule).

D) FINAL COST ESTIMATE (SEALED)

Prepare a final quantity takeoff and cost estimate for final budget approval prior to bidding.

Deliverable: Provide final bid items list including quantities, units, unit cost and final total cost estimate.

E) BID PACKAGE

Prepare a complete package of all plans and specifications needed for public works bidding.

CONSTRUCTION MANAGEMENT

The Consultant will:

- a) Respond to all appropriate Requests for Information (RFI).
- b) Provide interpretation and clarification to contract documents and respond to field construction issues as necessary.
- c) Review shop drawings and finish samples for conformance with the design concept of the project, and for compliance with the information given in the Contract Documents, and as required to facilitate completion of the project. No review period shall take more than one week for any single submission.
- d) Work with the District to review and comment on all pricing and change orders.
- e) Review and approve the layout prior to the commencement of construction.
- f) Provide observation and attend weekly job site meetings to observe the quality and quantity of work and ensure that the work being conducted by the Contractor is satisfactory, is completed according to schedule and is consistent with the specifications in the Contract Documents.
- g) Prepare periodic field reports as necessary.
- h) Assist Project Manager with the review and approval of the Contractor's monthly progress payment items and change orders.
- i) Develop a punch list at job completion specifying the work to be corrected and/or completed.
- j) Conduct follow-up site visits to ensure that the punch list work has been completed.
- k) Work with the District to coordinate a final close out meeting with the client to confirm the completion of the punch list work.
- l) Track all changes and provide General Contractor (GC) with current updated Construction Documents in pdf format for the GC to use in construction and for their preparation of record drawings. Work with the Contractor to prepare, certify and provide a final set of "as-built" documents to client in both hard copy and electronic formats.

II. Selection Schedule

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

Issuance of this RFQ	Monday, October 21, 2024
Mandatory Pre-Bid Meeting	Wednesday, October 30, 2024
Please check in at the lobby and obtain a visitor badge.	10:00 a.m. 1995 Market Street, Riverside 92501
Deadline for the submission of questions to the District	Wednesday, November 6, 2024 1:30 p.m. PST
Response to Questions*	Thursday, November 14, 2024
Deadline for Submission of SOQ	Thursday, December 5, 2024 1:30 p.m. PST
Notification requesting Interview <i>Interviews will be scheduled for the week of January 20-24, 2025.</i>	15-30 days.
Award notification to all firms Approval by District's Board of Supervisors	Thursday, January 30, 2025 March of 2025 estimated effective date March 25, 2025

**Responses will be posted under Public Notices on the District's website www.rcflood.org.*

III. Policies

- a. 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.**
- b. 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.
- c. 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.
- d. Only work products specifically identified as "proprietary" will be considered confidential.
- e. The District reserves the sole right to judge the firm's representation, either written or oral.
- f. 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.
- g. The District reserves the right to accept or reject any or all SOQs received in response

- to this request, or cancel, in whole or in part, this proposal process if it is in the best interest of the District to do so.
- h. The District may require any evidence it deems necessary relative to the Respondent's financial stability before any agreement is awarded.
 - i. The District reserves the right to request clarification of information submitted and to request additional information from any Respondent.
 - j. 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 will not be scored or reviewed further for consideration.

- 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. The cost, consisting of a cost/budget narrative and the Financial Statement, must be submitted on a separate flash drive and clearly marked as the sealed Cost/Financial Information with the firm's name.
- C. Each SOQ Package flash drive must have the following PDF files organized and named as shown below.



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 five PDF files:

Table 1: Minimum Required PDF Files

File Name Format	Content
{FIRM NAME}_SOQQ.pdf	Completed 'Statement of Qualifications Questionnaire' (SOQQ).
{FIRM NAME}_SignatureAuth.pdf	Signature Authorization documentation. See Section
{FIRM NAME}_ Stmt of Compliance.pdf	Statement of Compliance Master Agreement Terms and Conditions
{FIRM NAME}_ CoIStmt.pdf	Conflict of Interest Statement
{FIRM NAME}_Conf.Clause.pdf	Confidentiality Clause

- D. **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.

- E. 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, proposal acknowledgement and the flash drives, this letter will be date and time stamped as evidence that the submittal was received before the Deadline for Submission.

- F. 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 RFQ FCARC-00187 Architectural Engineering for a New Building 6
- G. Email 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:

Under 'Public Notices' and 'Non-Construction Bids' on the District's website www.rcflood.org.

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 Section IV above.



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 Exhibit A 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 Exhibit E.

2. Statement of Compliance Master Agreement Terms and Conditions 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 Exhibit E of 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.

B. Signature Authorization

Submit as: {FIRM NAME}_SignatureAuth.pdf

The firm selected will be asked to execute a Master Agreement with the District. The person identified as the Agreement Signatory on the SOQQ form (Exhibit A to this RFQ) will be the person to execute this agreement on behalf of your company.

Table 2: 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. Qualification Documentation

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 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 A-1

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 work.
- **Up to 10 pages of resumes can be provided.**

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 (see Table 5 below). Projects listed should be within the last five years.

Table 5: Summary Record of Past Performance Table A-2

Table A-2
SUMMARY RECORD OF PAST PERFORMANCE

Project Number	PROJECT NAME	<i>If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume</i>		
		No Project Up-scope	Completed on Schedule	Completed Under Budget
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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). Projects must be within the last five years and preferably involve the staff identified in Section 2. At least two of these should be from government agencies/special districts or cities in California. 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 this RFQ.
- 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 DIR Requirements

As applicable to this RFQ and the type of work that will be taking place.

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, 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 a list of firms to be interviewed. (Sealed cost will be reviewed by the selection committee after the interviews have been completed.) The final evaluation will be completed, cost will be negotiated and the overall best qualified firm will be recommended to the General Manager-Chief Engineer for final award.

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 experience within the specific environment of Riverside County and the State of California.

IX. Post Evaluation Process

- If the District's General Manager-Chief Engineer approves the recommendation of the committee, then the steps will be taken to draft a final agreement and proceed 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 Design of Building 6, the firm will be asked to enter into a Master Agreement with the District. A *sample* Master Agreement has been included as Exhibit E. The Master Agreement sets forth the general provisions of consulting work such as term, cost limitations, insurance, indemnification, notices, etc.
 - A 'Not to Exceed' value will be assigned to the Master Agreement by the District based on the negotiated cost and the allowable public contract code overages.
*This will be reviewed by the District's County Counsel and the District will follow their recommendation.
-

EXHIBITS AND ATTACHMENTS

EXHIBIT A - Statement of Qualification Questionnaire (SOQQ)	P. 22
EXHIBIT B - Statement of Compliance Master Agreement Terms and Conditions	P. 23
EXHIBIT C - Conflict of Interest Statement	P. 25
EXHIBIT D - Confidentiality Clause	P. 26
EXHIBIT E - Sample Master Agreement	P. 46
ATTACHMENT A - Location Maps	P. 44
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ATTACHMENT C - Existing Utilities	P. 46
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EXHIBIT A

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

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.: _____

EXHIBIT B

**STATEMENT OF COMPLIANCE MASTER
AGREEMENT TERMS AND CONDITIONS**

The respondent shall read the Required Insurance and Indemnification (Sections 11 and 12) language of the Master Agreement, included as Exhibit E. 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.

INSURANCE		
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 E. 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>

INDEMNIFICATION		
Yes	No	<p>By checking "Yes", the respondent indicates that it is willing to accept the indemnification requirements as described in Attachment E.</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:

EXHIBIT C

Conflicts of Interest Statement

The Riverside County Flood Control and Water Conservation District's Conflict of Interest Policy disallows the District's directors and staff from having certain financial or personal relationships with contractors/consultants. The questions that follow are intended to alert the District to potential violations of the policy. If conflicts of only a remote interest exist, a contract may nonetheless be awarded as disclosure allows the District to choose processes for negotiation, award, and administration of contracts to avoid such conflicts. However, the District reserves the right to review and make a final determination regarding whether any actual or potential conflicts would violate the District's policies or California law, and thus preclude a Respondent's participation in this award.

All Respondents and proposed subcontractors/subconsultants must respond to each of the following questions. For responses answered "yes", respondents and proposed subcontractors/subconsultants are requested to attach additional sheets to fully describe the potential conflict. The District may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

To the best of your knowledge, do any current District employees have any of the following financial relationships with your firm or with proposed Subcontractors/Subconsultants?

- | | | |
|------------------------|-------|---|
| Owner | [Yes] | [No] |
| Member | [Yes] | [No] |
| Partner | [Yes] | [No] |
| Officer | [Yes] | [No] |
| Employee | [Yes] | [No] |
| Contractor; Consultant | [Yes] | [No] |
| Broker | [Yes] | [No] |
| Major Stockholder: | [Yes] | [No] Major Stockholder means ownership of 3% or more of firm stock. |

If "Yes" to any of the above, did this individual participate in formulating your submittal?

[Yes] [No]

1. Are you or to the best of your knowledge are any officers or key employees of your firm or proposed subcontractors/subconsultants a relative of any current District employee? For purposes of this question, "relative" includes a spouse or domestic partner, child, parent, parent-in-law, child-in-law, grandparent, grandchild, sibling, stepbrother or stepsister, stepparent or stepchild.
[Yes] [No]
2. To the best of your knowledge is a District employee seeking or being considered for employment by your firm or by proposed subcontractors/sub consultants?
[Yes] [No]
3. In the preceding twelve (12) months have you or to the best of your knowledge have any officers or key employees of your firm or proposed subcontractors/subconsultants arranged or delivered any gifts (including entertainment), donations, campaign contributions or anything else of value to any District employee?

[Yes] [No]

4. Have you or to the best of your knowledge have any officers or key employees of your firm or proposed subcontractors/subconsultants ever been employed by the District?

[Yes] [No]

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Name (Type or Print): _____

Signature: _____

Title: _____

Organization: _____

Date: _____

EXHIBIT D

Confidentiality Clause

Respondents are to fill out the form listed below and include in their proposal under "Statement of Compliance." Print in all areas except where a signature is required.

Contractor/Consultant shall maintain the confidentiality of any and all records and information accessed or processed in accordance with the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure. Contractor/Consultant shall not disclose, except as specifically permitted by this Agreement, or as authorized by the person(s), any oral or written communication, information or effort of cooperation between District and Contractor/Consultant, or between District, Contractor/Consultant and any other party. District requires Contractor/Consultant's officers, employees and agents providing services hereunder to execute an Employment Acknowledgement and Confidentiality Agreement prior to commencing work under this Agreement.

**CONTRACTOR/CONSULTANT EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

PROJECT NAME: _____

CONTRACTOR/CONSULTANT NAME: _____

CONTRACT NUMBER: _____

Oath of Confidentiality

- a) Neither party shall disclose Confidential Information (as hereinafter defined) of the other party. The receiving party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing party. The foregoing obligations shall not apply to any information that (1) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving party at the time of disclosure, (4) is generated independently by the receiving party or (5) is required to be disclosed by law, subpoena or other process.

- b) For the purpose of the above paragraph, Confidential Information shall mean any information identified by either party as Confidential and/or Proprietary, or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, including this Agreement.

Contractor/Employee Name: _____

Signature: _____ Date: _____

EXHIBIT E



PROFESSIONAL SERVICES AGREEMENT

for

(INSERT SERVICE TYPE HERE)

between

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

and

(INSERT COMPANY NAME)

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The Professional Services Agreement ("Agreement") dated as of _____ is entered into by and between the (INSERT VENDOR/ CONSULTANT NAME), (INSERT LEGAL CAPACITY), (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (herein referred to as "DISTRICT"). CONTRACTOR and DISTRICT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in (Exhibit A/Attachment A), Scope of Services, at the prices stated in (Attachment B/Exhibit B), Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to perform under this Agreement, and DISTRICT relies upon this representation. CONTRACTOR shall perform to the satisfaction of DISTRICT and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and CONTRACTOR agrees it can properly perform this work at the prices stated in Attachment B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by DISTRICT of CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through (INSERT DATE), unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 DISTRICT shall pay CONTRACTOR for services performed and expenses incurred in accordance with the terms of (Attachment B/Exhibit B), Payment Provisions. Total maximum payments by DISTRICT to CONTRACTOR shall not exceed (INSERT DOLLAR AMOUNT SPELLED OUT) (INSERT DOLLAR AMOUNT) including all expenses. DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in (Attachment B/Exhibit B), DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be

extended to DISTRICT. DISTRICT requires written proof satisfactory to DISTRICT of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30 days advance notice in writing is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the percentage change for the U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U); Riverside-San Bernardino-Ontario, CA; All Items, not seasonally adjusted, December 2017=100 reference base, and shall be subject to satisfactory performance review by DISTRICT and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: (DIVISION CONTACT)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 DISTRICT obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of DISTRICT shall arise for payment beyond June 30 of each calendar year, unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and DISTRICT's General Manager-Chief Engineer and/or his designee are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement.

If any such alteration causes an increase or decrease in the cost of or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by CONTRACTOR for additional payment related to this Agreement shall be made in writing by CONTRACTOR within 30 days of when CONTRACTOR has or should have notice of any actual or claimed change in the work that results in additional and unanticipated cost to CONTRACTOR. If DISTRICT's General Manager-Chief Engineer decides that the facts provide sufficient justification, he may authorize additional payment to CONTRACTOR pursuant to the claim. Nothing in this section shall excuse CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. DISTRICT may terminate this Agreement without cause upon 30 days written notice served upon CONTRACTOR stating the extent and effective date of termination.

5.2 DISTRICT may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- a) Stop all work under this Agreement on the date specified in the notice of termination; and
- b) Transfer to DISTRICT and deliver in the manner as directed by DISTRICT any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

5.4 After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's 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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or state funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>)

(Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA and EPLS.

5.7 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 this Agreement.

6. Ownership/Use of Contract Materials and Products

CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement shall be the sole property of DISTRICT. The material, reports or products may be used by DISTRICT for any purpose that DISTRICT deems to be appropriate, including, but not limited to, duplication and/or distribution within DISTRICT or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of DISTRICT.

7. Conduct of Contractor

7.1 CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform DISTRICT of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with DISTRICT's interests.

7.2 CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 CONTRACTOR or its employees shall not offer gifts, gratuity, favors and entertainment, directly or indirectly, to DISTRICT employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by DISTRICT or other regulatory agencies at all times. CONTRACTOR shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to DISTRICT.

When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, DISTRICT shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. DISTRICT may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by DISTRICT because of CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of DISTRICT. It is expressly understood and agreed that CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for or involvement with DISTRICT business operations related to this Agreement.

9.6 CONTRACTOR shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of DISTRICT; but this provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by DISTRICT's Compliance Contract Officer who shall furnish the decision in writing. The decision of DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including, but not limited to, the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to DISTRICT. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment and be liable directly to CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized federal, state or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by DISTRICT. CONTRACTOR shall provide to DISTRICT reports and information related to this Agreement as requested by DISTRICT.

16. Confidentiality

16.1 CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes, but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational

procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall promptly transmit to DISTRICT all third-party requests for disclosure of such information. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DISTRICT, any such information to anyone other than DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

DISTRICT's General Manager-Chief Engineer or designee shall administer this Agreement on behalf of DISTRICT and is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: (DIVISION CONTACT)

CONTRACTOR

(INSERT CONTRACTOR NAME)
(INSERT ADDRESS)

Attn:

19. Force Majeure

If either party is unable to 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.

20. 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. CONTRACTOR agrees to furnish the required data and certifications to DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR has any questions concerning this reporting requirement, please call 916.657.0529. CONTRACTOR 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.

21. Hold Harmless/Indemnification

21.1 To the fullest extent permitted by applicable law, CONTRACTOR shall indemnify and hold harmless DISTRICT, 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 and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONTRACTOR or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONTRACTOR is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONTRACTOR to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.

21.2 As respects each and every indemnification herein, CONTRACTOR shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnities, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONTRACTOR arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness or willful misconduct of CONTRACTOR. The cost for defense shall apply whether or not CONTRACTOR is a party to the lawsuit, and shall apply whether or not CONTRACTOR is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONTRACTOR.

21.3 Without affecting the rights of DISTRICT under any other provision of this Agreement, CONTRACTOR shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONTRACTOR and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

21.4 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 CONTRACTOR indemnification to Indemnitees as set forth herein.

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

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

21.7 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 DISTRICT to the fullest extent allowed by law.

21.8 CONTRACTOR agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth herein from each and every Subconsultant of every Tier. CONTRACTOR's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

22. Insurance

22.1 Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold DISTRICT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, DISTRICT herein refers to 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.

a) Workers' Compensation:

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR 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. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

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 CONTRACTOR's performance of its obligations hereunder. Policy shall name DISTRICT as Additional Insured. 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 is used in the performance of the obligations under this Agreement, then CONTRACTOR 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

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR shall purchase, at his sole expense, either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from 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 CONTRACTOR has Maintained

continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

e) **General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

2) CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to DISTRICT and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside 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 coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until DISTRICT has been furnished 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. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; 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 County Risk Manager's reasonable judgment, the amount or type of insurance carried by CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

8) CONTRACTOR 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 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 of any other term of this Agreement. 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 or preventing DISTRICT from enforcement of the terms of this Agreement.

23.3 In the event CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONTRACTOR 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 CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to DISTRICT pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources when deemed by DISTRICT to be in its best interest. DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 DISTRICT agrees to cooperate with CONTRACTOR in CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing CONTRACTOR with reasonable facilities and timely access to DISTRICT data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable federal, state and local laws and regulations. CONTRACTOR will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

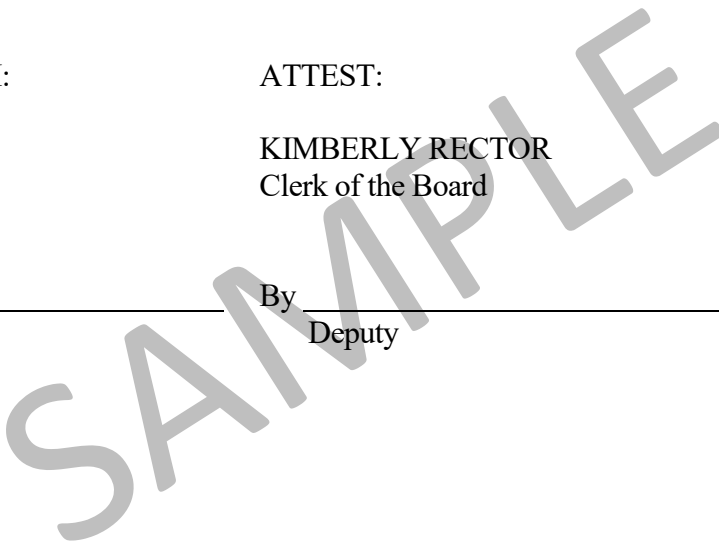
ATTEST:

MINH H. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By _____
NAME
Deputy County Counsel

By _____
Deputy



(Professional) Services Agreement: (CONTRACTOR's NAME)

(SERVICE TYPE) Services

DATE

XXX:xx

P8/XXXXXX

(CONTRACTOR's NAME)

Signature of Responsible Officer

Printed Name

Title

SAMPLE

(Professional) Services Agreement: (CONTRACTOR's NAME)

(SERVICE TYPE) Services

DATE


XXX:xx

P8/XXXXXX

Attachment A

Location Maps

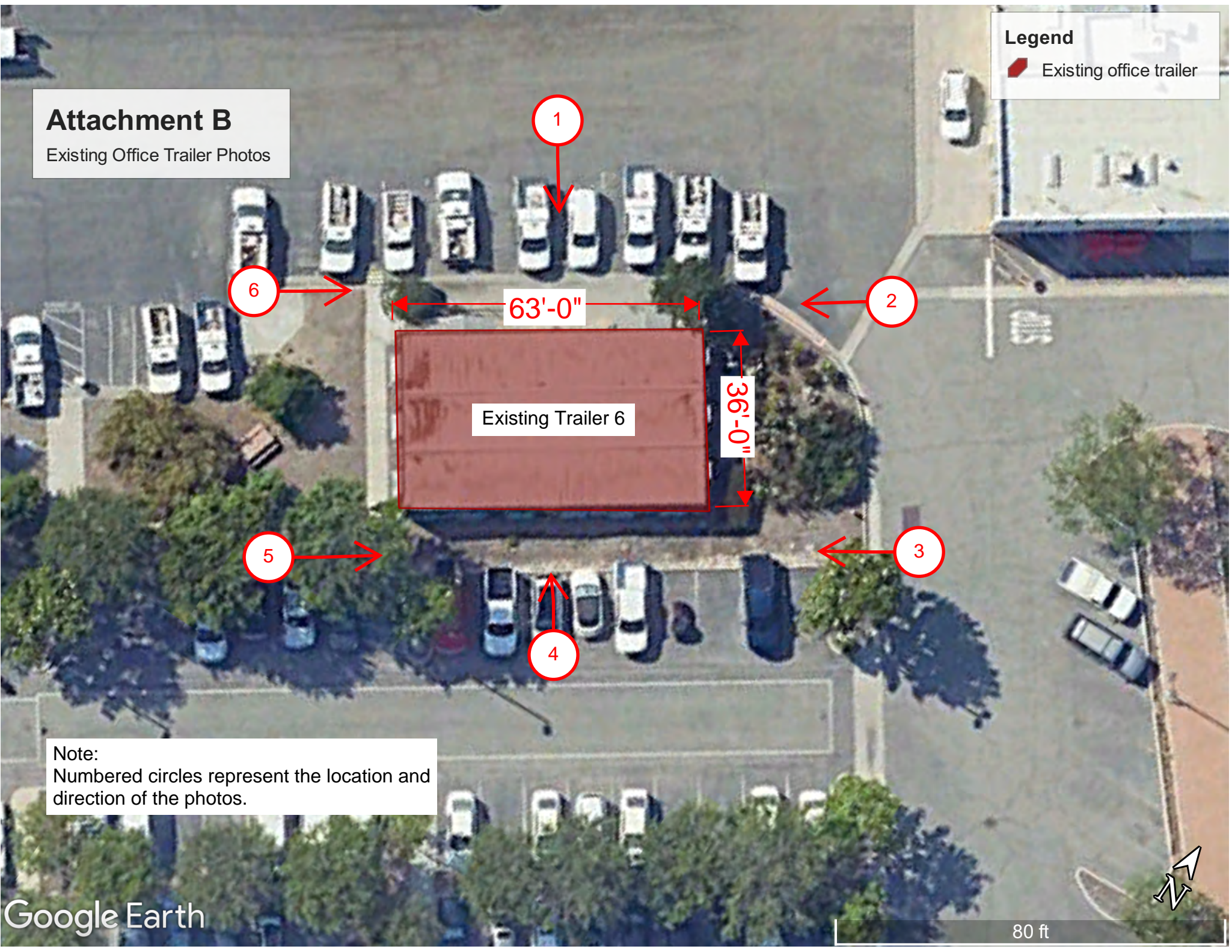
Legend

 Site Location



Legend
Existing office trailer

Attachment B
Existing Office Trailer Photos



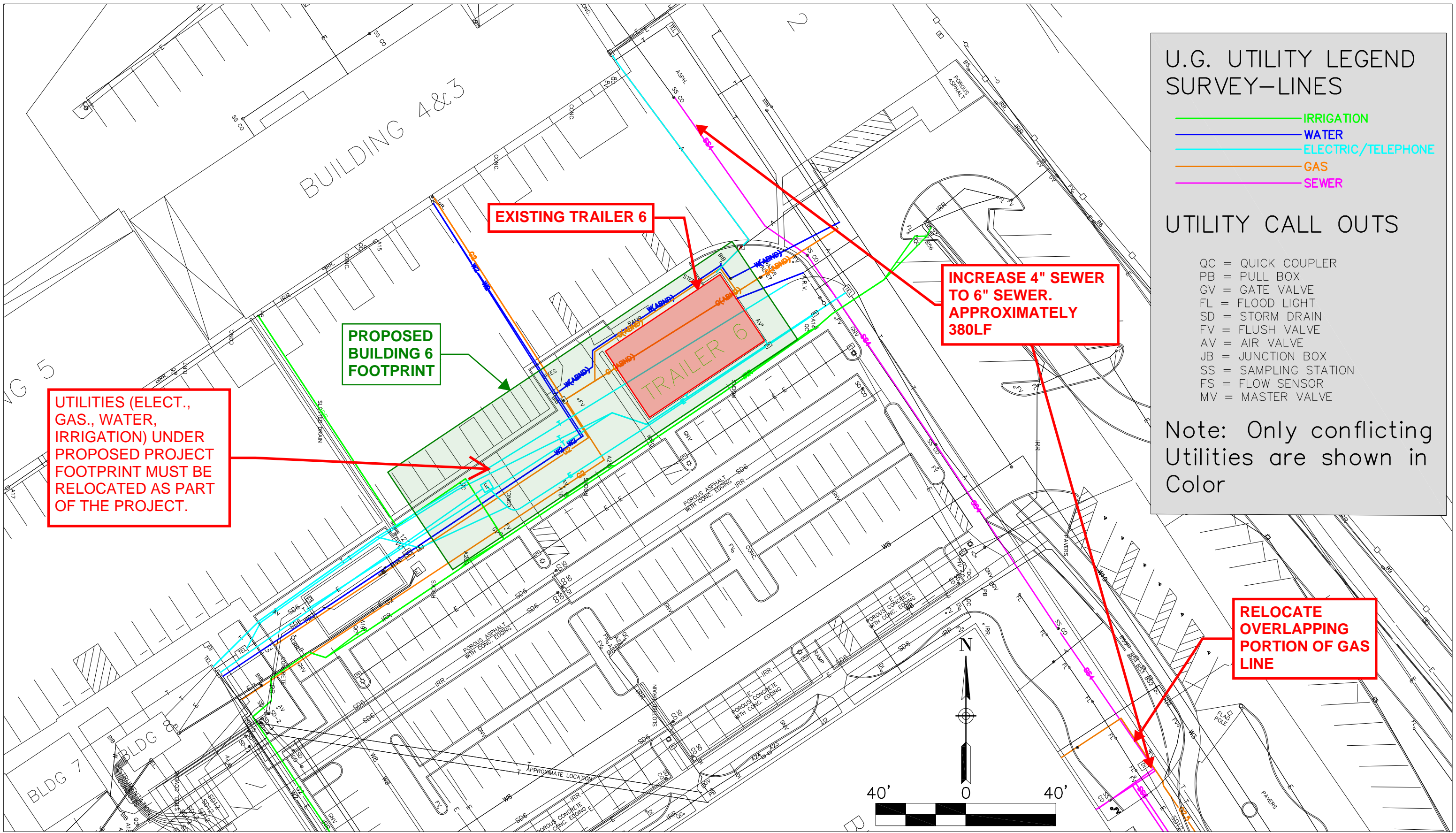
63'-0"

36'-0"

Existing Trailer 6

Note:
Numbered circles represent the location and direction of the photos.





U.G. UTILITY LEGEND SURVEY-LINES

- IRRIGATION
- WATER
- ELECTRIC/TELEPHONE
- GAS
- SEWER

UTILITY CALL OUTS

- QC = QUICK COUPLER
- PB = PULL BOX
- GV = GATE VALVE
- FL = FLOOD LIGHT
- SD = STORM DRAIN
- FV = FLUSH VALVE
- AV = AIR VALVE
- JB = JUNCTION BOX
- SS = SAMPLING STATION
- FS = FLOW SENSOR
- MV = MASTER VALVE

Note: Only conflicting Utilities are shown in Color

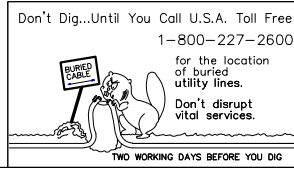
UTILITIES (ELECT., GAS., WATER, IRRIGATION) UNDER PROPOSED PROJECT FOOTPRINT MUST BE RELOCATED AS PART OF THE PROJECT.

EXISTING TRAILER 6

PROPOSED BUILDING 6 FOOTPRINT

INCREASE 4" SEWER TO 6" SEWER. APPROXIMATELY 380LF

RELOCATE OVERLAPPING PORTION OF GAS LINE



BENCH MARK

REF.	DESCRIPTION	APPR.	DATE

DESIGNED BY: N/A
 DRAWN BY: N/A
 DATE DRAWN: JUNE 2024
 PB NUMBER: _____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT


ATTACHMENT C
 EXISTING UTILITIES

PROJECT NO. N/A
 DRAWING NO. N/A
 SHEET NO. 1 OF 1

Attachment D

Proposed Footprint of New Building

Legend

 Proposed building 6 footprint

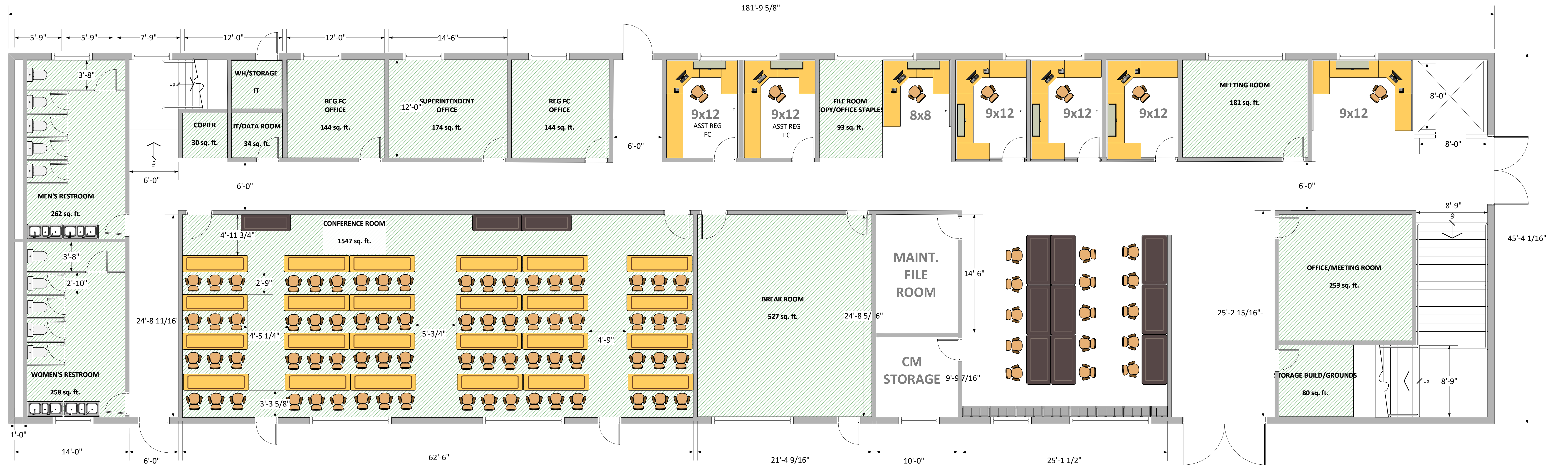
182'-0"

46'-0"

Proposed Building 6 Footprint

Note:
Proposed building dimensions are subject to change.

CONCEPTUAL LAYOUT – FIRST FLOOR



CONCEPTUAL LAYOUT – SECOND FLOOR

