REQUEST FOR QUALIFICATIONS

RFQ # FCARC-00177

for

Request for Qualifications (RFQ) for 2023 Grant Support Services On-Call List



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Request for Qualifications (RFQ) for 2023 Grant Support Services On-Call List

INSTRUCTIONS TO RESPONDENTS

- I. <u>Vendor Registration</u>: Unless stated elsewhere in this document, vendor must register by requesting an 'On-boarding Invitation' via email addressed to <u>mcweisen@rivco.org</u>. (If not already registered with the County as a Vendor.)
- II. <u>Prices/Notations</u>: All prices/notations 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. **If applicable*
- III. <u>Pricing/Terms/Tax</u>: All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The Riverside County Flood Control and Water Conservation District (District) pays California Sales Tax and is exempt from federal excise tax. In the event of an extension error, the unit price shall prevail. **If applicable*
- IV. <u>Period of Firm Pricing</u>: Unless stated otherwise elsewhere in this document, prices shall be firm for 365 days after the closing date. **If applicable*
- V. <u>Recycled Material</u>: 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*
- VI. <u>Method of Award</u>: 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.
- VII. <u>Return of Bid/Closing Date/Return to</u>: The bid response shall be delivered to 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 January 26, 2023. Bid responses not received by the District by the closing date and time indicated above will not be accepted. The closing date and time and the RFQ title referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The District will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- VIII. <u>Auditing</u>: 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. Consultant agrees to maintain such records for a possible audit for minimum of three (3) years after final payment or until closure of pending matter unless a longer period of records retention is stipulated. 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

AGREEMENT

APPENDIX "A"	PLANS/DRAWINGS	✓ SAMPLE	MULTI PART BID SHEET

PROPOSAL COVER PAGE

RESPONDENT TO COMPLETE ALL APPLICABLE AREAS

If not already registered as a vendor, Respondents are required to complete the vendor registration process (please refer to the Vendor Instructions on Page 3 of this RFQ).

The Riverside County Flood Control and Water Conservation District (District) is soliciting proposals from qualified firms for **Technical Assistance for the Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project Economic Update Process and Post-Authorization Decision Document.**

BID CLOSING DATE: Thursday, January 26, 2023 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 15-30 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:					
Please check (if applicable; refer to Page Local Business (Form 116-260 m Disabled Veteran Business Enterp	ast be completed and submitted with the Responder	ıt's proposal; Exhibit E)			

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

The Riverside County Flood Control and Water Conservation District (District) is seeking qualified firms to provide On-Call Grant Support Services in support of stormwater compliance, water quality, water conservation, watershed rehabilitation projects, and enhanced outreach programs, as well as flood related hazard mitigation, floodplain management, flood risk reduction, flood emergency preparedness, emergency management and response, and post disaster recovery in the following Service Categories:

- Municipal Storm Sewer System (MS4) Program Support Services Grants
- Flood Related Emergency Management and Hazard Mitigation Grant Services

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

Firms that submit a proper Statement of Qualifications (SOQ) Package in accordance with this RFQ will be evaluated and considered for inclusion on the District's 2023 Grant Support Services On-Call List (2023 On-Call Grants List).

Firms that are selected for inclusion on the District's 2023 On-Call Grants List as a result of this RFQ may be asked to execute a multiple year On-Call Consulting Services Agreement (Master Agreement) with the District, which covers the term, insurance, indemnity, task orders, and other global contracting requirements. Inclusion on the 2023 On-Call Grants List or execution of the Master Agreement does not guarantee the award of any work; however, it will allow the District to quickly issue work to such firms on an as-needed basis. During the term of the Master Agreement, the District may issue work to selected firms on the 2023 On-Call Grants List through the development of a Task Order, which will establish the specific scope, schedule, deliverables, and cost for the individual task/project. Task Orders are approved and issued directly by the District's General Manager-Chief Engineer.

The Master Agreements will have a four-year total 'not to exceed' value that is anticipated to range from \$100,000-\$400,000. The value of any individual agreement will be established based on consideration of a number of factors, including, but not limited to:

- The total number of qualifying firms on the 2023 On-Call Grants List
- The qualifications of and range of services provided by each firm
- The forecasted needs of the District for a four-year term of this 2023 On-Call Grants List

All qualification documents must be received and date stamped by the District by **Thursday**, **January 26**, **2023 at 1:30 p.m. Pacific Standard Time (PST).** Late qualification documents will not be accepted.

II. Selection Schedule

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

Issuance of this RFQ Deadline for the submission of questions to the District Response to Questions* Deadline for Submission of SOQ	December 16, 2022 January 4, 2023 January 10, 2023 January 26, 2023 1:30 p.m. Pacific Standard Time
Notification to Firms	February 14, 2023
Approval of the Pre-Qualified List by District's Board of Supervisors	April 2023 estimated effective date April 1, 2023

*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, limit the number of firms added to the On-Call List, or cancel, in whole or part, this proposal process if it is in the best interest of the District to do so.
- h. Respondents should note that inclusion of any firm on the On-Call List and any agreements made pursuant to the On-Call List are dependent upon the recommendation of the District and the approval of the District's Board of Supervisors.
- i. The District may require any evidence it deems necessary relative to the Respondent's financial stability before any agreement or task order is awarded.

- j. The District reserves the right to request clarification of information submitted and to request additional information from any Respondent.
- k. All responses to this RFQ shall become property of the District.

IV. Submittal Requirements

Each Respondent must prepare a comprehensive SOQ package. Submittals <u>must meet all of the following requirements</u> or they may be deemed non-responsive and not scored or considered for inclusion on the 2023 On-Call Grants List.

- A. All elements of your SOQ Package must be submitted in Adobe Acrobat (PDF) format on a single flash drive. Submit a flash drive in its own sealed envelope and include the firm's name clearly printed on the top surface label of the envelope and a label on the flash drive with the firm's name. No hard copies of the proposal are required.
- B. Each SOQ Package 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 2 PDF files:

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

Table 1: Minimum Required PDF Files

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

Table 2: Service Category Qualification PDF Files

Service Category	File Name Format	Content
A. MS4 Support Services - Grants	{FIRM NAME}_MS4.pdf	
B. Flood Related Emergency Management and Hazard Mitigation Grant Services	{FIRM NAME}_Mitigation.pdf	See Section VI.C. below

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

PDF files should be text searchable. If a document was scanned and the original electronic file is not available, 'Text Recognition' or 'OCR' tools should be run before submittal to make the scanned text within the PDF searchable.

PDF page sizes must be 8.5" x 11" (or 11" x 17" for exhibits or work examples only) to facilitate printing by our evaluation teams, if needed. Font size must be 11 pt. or greater.

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

- D. Your SOQ Package must be received by the Deadline for Submission at: Riverside County Flood Control and Water Conservation District 1995 Market Street Riverside, CA 92501 Attention: Marilyn Weisenberg RE: SOQ for 2023 GRANTS SERVICES ON-CALL LIST
- E. E-mail submissions of your SOQ package will NOT be accepted.

V. Forms

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

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 Attachment B to this RFQ.

Three specific notes about the SOQQ Form:

1. On the first page of the form, there is a section that asks for the name and title of the 'Agreement Signatory'. This *may* not be the person preparing the SOQ Package but rather the person that has the authority and authorization to execute Consulting Service

Agreements on behalf of your company. See also the description in Section VI.B. below and the sample 'Master Agreement' provided in Attachment E.

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

The insurance requirements are summarized below for reference.

- i. General Liability = **\$2,000,000/\$4,000,000 annual aggregate**
- ii. Vehicle Liability = **\$1,000,000**
- iii. Worker's Compensation Insurance covering all of the Contractor's employees shall be furnished in accordance with the Statutory Requirements of the District and shall include Employer's Liability Insurance with a limit of **\$1,000,000** for each accident for bodily injury or disease.
- iv. Professional Liability or Errors and Omissions = **\$1,000,000 per** occurrence/**\$2,000,000 annual aggregate**
- v. **Aviation Liability** (if applicable) = \$2,000,000/\$4,000,000 annual aggregate
- vi. **Cyber Liability** (if applicable) = \$2,000,000/2,000,000 annual aggregate

Note:

- All insurance requirements apply both to your firm and to any sub-consultants you may use in providing services to the District.
- Insurance forms are <u>not</u> 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

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

Table 1: Signature Authority Documents

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

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

Instructions

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

Section 1: Service Category Checklist(s)

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

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

Service Category	Service Category Checklist (Att A)	Additional Checklists to include in this Section
A. MS4 Support Services - Grants	Table A-1	Table A-2
B. Flood Related Emergency Management and Hazard Mitigation Grant Services	Table B-1	Table B-2

Table 3: Checklists for each Service Category

Section 2: Firm and Staff Experience

Provide the following information within this Section:

• **Organizational chart(s)** identifying key personnel and pertinent support staff that will be available to perform and/or assist with the Tasks selected on the Service Category Checklist.

Maximum of two (2) pages for each Service Category and maximum page size 11" x 17".

• **Personnel Table** identifying all key personnel that are be involved in performing the Tasks selected on the Service Category Checklist. For all listed personnel, identify names, job titles (job title refers to the function on this contract, not necessarily their company title), years of experience performing those specific Tasks, and licenses or certifications (as applicable). If sub-consultants are key to the completion of tasks you have selected, please include them in Table 4 Personnel table. **Maximum of one (1) page for each Service Category.** The Table below can be used as an example.

Table 4: Format for Personnel Table

Service Category: [MS4 Support Services - Grants - OR - Flood Related Emergency Management and Hazard Mitigation Grant							
Person 1 Title Yrs. Exp Certifications							
Person 2	Title	Yrs. Exp	Certifications				
Person 3	Title	Yrs. Exp	Certifications				

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

Section 3: Record of Past Performance

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

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

Summary Record of Past Performance

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

Table 5: Summary Record of Past Performance Tables

	Summary Record of Past			
Service Category	Performance Table (Attachment A)			
A. MS4 Support Services - Grants	Table A-2			
B. Flood Related Emergency Management and Hazard Mitigation Grant Services	Table B-2			

Project Reference Summaries

From the list of projects identified in the 'Summary Record of Past Performance,' provide Project Reference Summaries for those projects that best demonstrate experience (local preferred) performing

the Task. Projects must be within the last five (5) years and preferably involve the staff identified in Section 2. At least two (2) of these should be from water/special districts or cities in California. The following information shall be provided for each project reference summary:

- Project name
- Brief description of <u>specific services provided by your company</u> and how they relate to the Tasks selected on the Service Category Checklist.
- The dates or years in which your firm provided those services.
- Staff (from Section 2) that were involved in the project and <u>their specific role</u>.
- Contracted and final invoiced costs for the individual project or task.
 - Grant Information:
 - Funder Name.
 - Grant/Funding Source Name.
 - Description of the Funded Project.
 - Grant Start and End Dates.
 - o Amount Requested.
 - o Grant Award Amount.
- Identify if your services were successfully rendered within budget and on schedule. If there were cost or schedule over-runs, please explain.
- If your firm is applying for Service Category B (Flood Related Emergency Management and Hazard Mitigation Grant Services):
 - For any project that included Post-Award Grant Services (Task B.2), identify if there were any audit findings. If there were audit findings, 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

Not 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 for inclusion on the On-Call List. The evaluation criteria to be used in the selection process will include, but is not limited to, the following:

- 1. The following criteria will first be used on a Pass/Fail basis:
 - a. The District's date/time stamp will serve as the determining factor on time of receipt for any inquiries. Any submittals stamped as received after the Deadline for Submission will be rejected.
 - b. SOQ documents that do not adequately address each of the requirements of Section VI and/or that do not follow the formatting and submission requirements in Section IV may

be rejected as non-responsive.

2. For firms passing the first step, a committee comprised of District staff will make a detailed evaluation of all submitted SOQ Packages and recommend an On-Call List of pre-qualified firms to the General Manager-Chief Engineer. Firms will be evaluated independently for each Service Category selected based on factors such as, but not limited to:

<u>Personnel, Technical Competence, and Qualifications</u> - 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.

<u>Relevant Experience, Technical Competence, and Past Performance</u> - 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.

<u>Location/Local Experience</u> - Location of the office(s) of the project manager and project staff, and familiarity with local environment, including the policies and procedures of District, County, and other local agencies. Of particular importance is experience with the specific requirements, permits, regulations, and agencies with which the District regularly interacts for the selected Tasks/Service Categories, and experience within the specific environment of Riverside County.

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

IX. Post Evaluation Process

- The committee will make a recommendation for inclusion on the Grant Support Services 2023 On-Call List to the District's General Manager-Chief Engineer. The specific firms and number of firms recommended for inclusion on the 2023 On-Call List will be based on the qualifications of each firm and consideration of the amount of work that is forecasted for any given Service Category or Task.
- If the District's General Manager-Chief Engineer approves the recommendation of the committee, then the Grant Support Services 2023 On-Call List will be submitted to the District's Board of Supervisors for consideration and approval.
- Each firm that submitted an SOQ Package will receive a mailed response regarding the outcome of the selection process. *See the anticipated schedule in Section II.*
- After the General Manager-Chief Engineer approves the recommendation of the committee regarding the Grant Support Services 2023 On-Call List, firms may be asked to enter into a Master Agreement with the District. A *sample* Master Agreement has been included as Attachment E. The Master Agreement sets forth the general provisions of consulting work such as term, cost limitations,

insurance, indemnification, notices, etc., and provides a means by which the District can quickly issue Task Orders when the need for such services arises.

• A 'Not to Exceed' value will be assigned to each Master Agreement by the District based on consideration of factors such as the number of firms on the Grant Support Services 2023 On-Call List, the qualifications and range of services the firm is able to provide, and forecasted needs of the District.

Attachments:

- A Service Categories and Checklists
- B Statement of Qualification Questionnaire (SOQQ)
- C Conflict of Interest Statement
- D-Confidentiality Clause
- E Sample Master Agreement

Attachment A – Service Categories and Checklists

- A. MS4 Support Services Grants
- B. Flood Related Emergency Management and Hazard Mitigation Grant Services

Request for Qualification # FCARC-

Closing Date 01/26/2023 at 1:30 p.m PST

Service Category A. MS4 SUPPORT SERVICES – GRANTS

Table A-1SERVICE CATEGORY CHECKLISTMS4 SUPPORT SERVICES - GRANTS

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

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

TASK	CONDUCT	SUB- CONSUL T
	Check All App	olicable Services
A.1 Grant Management		

Background

The District is the regional flood management authority for the western part of Riverside County. The District's Watershed Protection Division leads the District, Cities, and the County of Riverside (the permittees) to meet regulatory compliance under three separate Regional Water Quality Control Boards to implement the National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permits.

The demand for funding to assist with meeting water quality objectives are anticipated to exceed fiscal resources for the District and permittees. Obtaining funding opportunities can require special expertise that is needed to compete for, receive and manage grant awards

Task A.1 Grant Management

The District is seeking a Contractor/Consultant to provide grant management services with the purpose of obtaining funds for furthering objectives of MS4 permits and projects listed in Stormwater Resource Plans and Integrated Regional Watershed Management Plans. Project categories could include but not limited to: stormwater infrastructure, water conservation initiatives, watershed restoration, geographic information system program development and public engagement.

The consultant shall provide professional support and assistance for the following:

1. Preparing and submitting grant applications and support to fulfill administration requirements at set milestones to receive any awarded funds.

2.

nservation District Closing Date 01/26/2023 at 1:30 p.m PST Funding needs analysis. Work with the District and permittees to assess the validity of current

- funding priority areas and identify new priority areas for funding.
 Grant funding research Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies, and organizations that support the funding needs and
 - priorities in the following general areas but not limited to:Infrastructure Development and Maintenance
 - Stormwater Best Management Practices (BMP's)
 - Stormwater Capture and Use Projects
 - Watershed Restoration
 - Water Conservation Initiatives or Projects
 - Transportation improvements that may include water conservation landscape, green belts, trash capture design, increased nature-based recreation, enhanced bicycle, pedestrian or community trails.
 - Redevelopment projects that may include community beautification, low-impact development features, litter abatement and public awareness campaigns.
- 4. Grant proposal development Provide writing services associated with:
 - Grant application review and preparing a timeline and chart of tasks for grant submission
 - Researching grants for which the District meets application criteria, preparing and submitting grant applications, reviewing District and partner agencies common business practice to reduce grant management documentation needs and fulfilling administration requirements for successful grants.
 - Ensuring that letters of support and other required certifications or documents are submitted with the grant timeline.
 - Writing all sections of a grant applications and completing grant applications on behalf of the District, including the preparation of funding abstracts, production, and submittal of applications to funding sources.
 - Completing tasks (including but not limited to reports and budgets) for post award administration and accountability in accordance with the grant timeline.
- 5. Monthly reports The successful contractor/consultant shall submit monthly reports to the District summarizing the amount of time expended and describe activities undertaken during the previous month.

Closing Date 01/26/2023 at 1:30 p.m PST

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

Table A-2 SUMMARY RECORD OF PAST PERFORMANCE MS4 SUPPORT SERVICES - GRANTS

		If unchecked, provide explanation in each Project Discussion Portion of the Project Manager's Resume			Check all Task(s) applicable to each project
Project Number	PROJECT NAME	No Project Upscope	Completed on Schedule	Completed Under Budget	A.1 Grant Management
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

177 1 Watar	Concernation District	Clasing	Data 01	1/26/201	2 2 at 1,20 m m I	DOT
i water	Conservation District	Closing	Date 01	1/20/20	23 at 1:30 p.m l	51
15						
16						

Service Category B. FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

Table B-1 SERVICE CATEGORY CHECKLIST FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

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

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

	TASK		InSNO2 SOBS Solution Spplicable Services
		Check All A	ipplicable Services
B.1	Pre-Award Grant Services		
B.2	Post-Award Grant Services		

Background

The District's Emergency Management and Government Affairs Division (Emergency Management Division) is focusing on holistically coordinating emergency planning and response needs.

Task B.1 Pre-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with developing and requesting grant funding. Tasks may include, but are not limited to:

- Research, develop, and prepare grant applications and/or other public assistance documents as directed by the Emergency Management Division.
- Collaborate with the Emergency Management Division on project formulation, information gathering, project development (e.g., developing projects' scope, size, budget, schedule), and project submittals.
- Coordinate Benefit-Cost Analysis (BCA) with Emergency Management Division staff.
- Attend workshops and meeting related to the development and submission of the grant applications.

Task B.1 Minimum Qualifications/Requirements

The following are the minimum qualifications for Task B.1.

A Respondent must:

• Have a proven, successful track record in pre-award grant services for public entities in California

in the areas of flood related hazard mitigation, floodplain management, flood risk reduction, flood emergency preparedness, emergency management and response, and/or post disaster recovery.

• Have a minimum of five (5) years of related experience successfully applying for and obtaining grants or subgrants from the Federal Emergency Management Agency (FEMA), the California Governor's Office of Emergency Services (Cal OES), the California Department of Water Resources (DWR), or similar funding entities.

Task B.2 Post-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with administering awarded grant funding. Tasks may include, but are not limited to:

- Develop program guidelines, policies, procedures, implementation plans, project charters, or other pertinent documents
- Provide technical assistance to support the implementation of grant-funded projects/activities.
- Provide technical assistance related to compliance with specific grant or any applicable federal, state, or local laws, rules, regulations, ordinances, or requirements (e.g., 2 CFR 200, authorizing bonds/statutes, program guidance).
- Draft and/or review progress reports for accuracy and completeness.
- Review draft grant invoices/reimbursement requests for accuracy, eligibility with grant requirements and sufficiency/appropriateness of backup documentation.
- Assist with the negotiation and submission of grant budget, scope, and schedule/timeline amendment requests.
- Review and provide guidance on grant eligible costs, and provide analysis on opportunities to fully utilize existing grant money.
- Participate in meetings and/or teleconferences with the District and/or funding agencies on issues related to grant management.
- Conduct site visits and monitoring (e.g., technical meetings, desk audits/compliance reviews, field compliance reviews) of grant-funded projects/activities and/or subawardees/subrecipients.
- Monitor and evaluate the progress of the grant-funded projects/activities in accordance with the approved scope of work, budget and schedule/timeline.
- Review data and records for compliance with grant requirements.
- Review, advise on and/or assist with the management of the closeout process.
- Assist with audit preparation, requests, and requirements.

Task B.2 Minimum Qualifications/Requirements

The following are the minimum qualifications for Task B.2.

A Respondent must:

- Have a proven, successful track record in post-award grant services for public entities in California in the areas of flood related hazard mitigation, floodplain management, flood risk reduction, flood emergency preparedness, emergency management and response, and/or post disaster recovery.
- Have a minimum of five (5) years of related experience successfully managing grants or subgrants from FEMA, Cal OES, DWR or similar funding entities.

Riverside County Flood Control and Water Conservation District

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

		If unchecked, provide explanation in each Project Discussion Portion of the Project		Check all Task(s) applicable to each project		If unchecked, provide explanation in each Project Discussion Portion of the Project	
Project Number	PROJECT NAME	No Project Upscope	Completed on Schedule	Completed Under Budget	B.1 Pre-Award Grant Services	B.2 Post-Award Grant Services	For Projects including Task B.2: No Audit Findings
1							
2							
3							
4							
5							
6							
7							
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9							
10							
11							
12							
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14							
15							
16							

Table B-2 SUMMARY RECORD OF PAST PERFORMANCE FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

ATTACHMENT B

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

2023 PROFESSIONAL SERVICES ON-CALL LIST STATEMENT OF QUALIFICATION QUESTIONNAIRE

INSTRUCTIONS

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

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

Firm's Legal Name:		
Firm's Legal Address:		
(City)	(State)	(Zip)
Principal Telephone No.:	Principal Fax	x No.:
Web Address:		
Firm is (check one): Partnership Address from which contract shall be serviced		Other
(City)	(State)	(Zip)
Identify the person that would sign any Ag	reements with the Distric	et*:
Agreement Signatory:	Title:	
*Appropriate signature authorization for this pe	erson is required. See Secti	on VI.B of the RFQ.
Project Manager responsible for the Firm's	s service, delivery, execut	tion and performance of projects:
Project Manager:		
Telephone No.:	Ext.:F	Fax No.:
Email Address:		
CA Registration No. (if applicable):	Exp. Dat	te (if applicable):
CA Department of Industrial Relations (DIR)	No.:	
Click here and stop if Project Mana	ager is the same as the Co	ontact Person.
Contact Person:		
Telephone No.:	Ext. H	Fax No.:

ATTACHMENT B PAGE 2

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 Attachment 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	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. 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.

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

SIGNATURE

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

Signature of authorized person preparing this SOQ:

Signature: _____

Date: _____

Printed or Typed Name and Title:

ATTACHMENT C

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:	

ATTACHMENT 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 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:

ATTACHMENT E SAMPLE AGREEMENT

CONSULTING SERVICES AGREEMENT

for

GRANT SUPPORT SERVICES, ON-CALL PROFESSIONAL SERVICES LIST

between

Riverside County Flood Control and Water Conservation District

and

[CONSULTANT NAME]



CONSULTING SERVICES AGREEMENT

GRANT SUPPORT SERVICES, ON-CALL PROFESSIONAL SERVICES LIST

This Consulting Services Agreement ("Agreement") dated as of _______ is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and [CONSULTANT NAME] ("CONSULTANT"). Sometimes hereinafter, DISTRICT and CONSULTANT may be referred to collectively as the "Parties". The Parties hereby agree as follows:

- SCOPE OF SERVICES DISTRICT hereby retains CONSULTANT, as an independent contractor, to perform all technical and professional services including, but not limited to, expertise, labor, materials, equipment, transportation, supervision, and other incidental services to fully and adequately perform and complete in a skillful and professional manner those consulting services set forth and described in the "Scope of Work", attached hereto as Attachment "A" and made a part hereof. CONSULTANT shall not perform any additional work, including any optional tasks, except as directed by DISTRICT in writing.
- TIME FOR PERFORMANCE The term of this Agreement shall become effective on [the date the Agreement is executed by DISTRICT's Board of Supervisors - OR - START DATE] and shall terminate on [END DATE].

CONSULTANT shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONSULTANT with a written Notice to Proceed authorizing CONSULTANT to initiate work pursuant to this Agreement. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed.

3. COMPENSATION – DISTRICT shall pay CONSULTANT for actual services satisfactorily performed and expenses incurred under this Agreement for tasks approved by DISTRICT (collectively referred to as "Tasks" and individually referred to as a "Task") in accordance with the "Scope of Work"

(Attachment "A") and "Fee Schedule", attached hereto as Attachment "B" and made a part hereof. CONSULTANT shall invoice DISTRICT for completion of "Tasks" based on a time and materials basis upon delivery or performance of said Tasks.

The total amount of compensation paid to CONSULTANT under the terms of this Agreement shall not exceed the sum of [AMOUNT] Dollars (\$XXX,XXX).

4. PAYMENT – CONSULTANT shall submit invoice(s) to DISTRICT (Attention: Business Office – Accounts Payable) in arrears, no later than sixty (60) calendar days after completion of each Task. The DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner. All invoices shall contain, at a minimum, the following information: invoice number, invoice date, invoice total amount, remittance address, DISTRICT's purchase order number, quantities, item descriptions, unit price, extensions, and sales/use tax if applicable. Incomplete invoices will be returned to CONSULTANT for correction.

Upon satisfactory performance of CONSULTANT's services pursuant to DISTRICT approved Tasks, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's receipt of appropriate invoice(s) from CONSULTANT. Progress payments, if permitted in DISTRICT approved Tasks, shall be processed no more than once per month. DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

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

5. SUBCONTRACTING – CONSULTANT may, at CONSULTANT's own expense, employ special consultants to accomplish the work covered by this Agreement; however, except as specifically provided in Attachment "A" or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

- 6. LICENSES At all times, while performing services under this Agreement, CONSULTANT, its employees, agents, contractors, and subcontractors shall possess and maintain all necessary professional licenses, registrations, certificates, permits and other authorizations as required by the applicable federal, state and local laws, regulations, rules and ordinances.
- 7. <u>STANDARD OF CARE</u> While performing the services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California and shall use reasonable diligence and best judgment while exercising CONSULTANT's professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties, and obligations required by this Agreement.

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

8. ERRORS AND OMISSIONS – In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates or any work products contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates or any work products, such additional expense shall be borne solely by CONSULTANT.

9. PREVAILING WAGE

A. In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the following terms and conditions shall apply.

- CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes.
- All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq.
- When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.
- B. When all the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not contemplated for use, the following terms and conditions shall apply.
 - i. The State of California's General Prevailing Wage Rates are not applicable to this Agreement.
- 10. NOTICES Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT:	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: TBD
To CONSULTANT:	[CONSULTANT NAME] [CONSULTANT ADDRESS 1]

11. INSURANCE – Without limiting or diminishing CONSULTANT's obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole

[CONSULTANT ADDRESS 2] Attn: [CONTACT PERSON] 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 Riverside County Flood Control and Water Conservation District and 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. <u>Workers' Compensation</u>: If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Riverside County Flood Control and Water Conservation District and the County of Riverside.
- B. <u>Commercial General Liability:</u> Commercial General Liability insurance coverage, including but not limited to premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as Additional 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. <u>Vehicle Liability</u>: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as Additional Insured.

- D. <u>Professional Liability</u>: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase, at his sole expense, either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue if the law allows.
- E. <u>General Insurance Provisions All Lines</u>:
 - i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
 - ii. CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to DISTRICT and at the election of DISTRICT's Risk Manager, CONSULTANT'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.

- iii. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish DISTRICT 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 DISTRICT Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONSULTANT's insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish a 30-day Notice of Cancellation endorsement.
- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless 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. CONSULTANT 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 and certified original all endorsements and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- v. It is understood and agreed to by the Parties hereto that CONSULTANT's insurance

shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work, or the term of this Agreement, including any extensions thereof, exceeds five (5) years, COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in DISTRICT Risk Management's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.
- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. INDEMNITY AND HOLD HARMLESS

- A. Basic Indemnity
 - i. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify, and hold harmless the Riverside County Flood Control and Water Conservation District and the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees")

and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its subconsultants or their respective employees, agents, representatives or independent contractors.

- "Losses" shall mean all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements, and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.
- iii. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees, or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this contract. 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 CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B. below.
- B. Indemnity for Design Professionals
 - To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to DISTRICT), indemnify and hold harmless the Indemnitees, and each of them, against all Losses that arise out of, pertain

to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. 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 CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including, but not limited to, attorney fees, cost of investigation and defense, in 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 CONSULTANT 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, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT 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 CONSULTANT.

ii. Without affecting the rights of DISTRICT under any other provision of this Agreement, CONSULTANT 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 CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

- iii. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant of every Tier.
- iv. CONSULTANT'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.
- v. 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.
- 13. <u>RECORD RETENTION/AUDIT</u> CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents including, but not limited to, records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement for at least three (3) years from the date of final payment under this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

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

14. WORK PRODUCT – CONSULTANT shall provide DISTRICT with all applicable data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, analyses, documents, materials, policies, and report(s) as set forth in Attachment "A". All

work products or deliverables furnished under this Agreement shall be and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer. If any such material is subject to copyright and/or trademark, the Parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the Parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such material, in whole or in part, and to authorize others to do so provided written credit is given the author.

- 15. CONFIDENTIALITY OF DATA All financial, statistical, personal, technical, or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third Parties and shall be protected by CONSULTANT from unauthorized use and disclosure. CONSULTANT shall refer all requests for information to DISTRICT. CONSULTANT shall observe all federal, state and county regulations concerning confidentiality of records.
- 16. ALTERATION No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

There shall be no change in CONSULTANT's Key Personnel as listed in Attachment "A" without prior written approval by DISTRICT.

- 17. TERMINATION At any time during the term of this Agreement, DISTRICT may:
 - A. Terminate this Agreement without cause upon providing CONSULTANT thirty (30) calendar days written notice stating the extent and effective date of termination; or
 - B. Upon five (5) days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable

period of time. In the event of such termination, DISTRICT may proceed with the work in a manner deemed proper to DISTRICT.

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

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services satisfactorily performed in accordance with this Agreement to the date of termination and at the rates as set forth in Attachment "B". Notwithstanding any of the other provisions of this Agreement, CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon distonesty or a willful or material breach of this Agreement by CONSULTANT, or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 26 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. DISPUTES

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

- B. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by arbitration, provided that the Parties hereto mutually agree to submit to arbitration.
- C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- ASSIGNMENT Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT.

20. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with DISTRICT that may have an impact upon the outcome of this Agreement or any ensuing DISTRICT construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing DISTRICT construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. CONSULTANT hereby certifies that neither CONSULTANT nor any firm affiliated with

CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint ownership or otherwise.

- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.
- 21. INDEPENDENT CONTRACTOR CONSULTANT and the agents and employees of CONSULTANT shall always act in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as, shall not be and shall not in any manner be considered employees or agents of DISTRICT or the County of Riverside.
- 22. <u>FORCE MAJEURE</u> If either of the Parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.
- 23. <u>EDD REPORTING REQUIREMENTS</u> In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within 10 days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a

material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

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

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

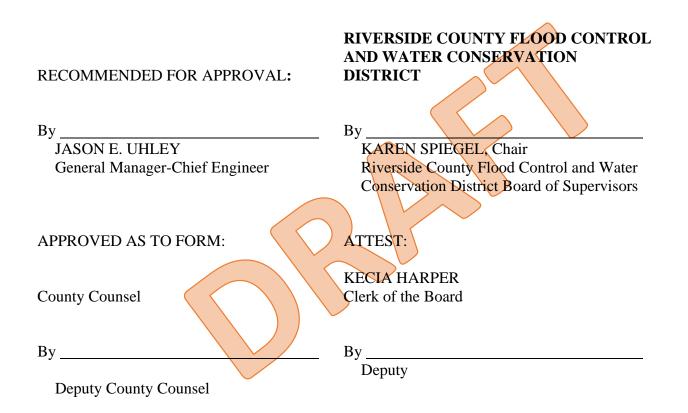
- 25. WAIVER Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.
- 26. NON-DISCRIMINATION CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, disability, physical condition, marital status or age, 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 (California Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the American with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of

1975, the Civil Rights Stabilization Act of 1987, Executive Orders 12898 and 13166, and all other applicable related laws, regulations and Executive Orders. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, or termination.

- 27. <u>NON-APPROPRIATION OF FUNDS</u> It is mutually agreed and understood that the obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to payment for work already performed in accordance with Section 3 (COMPENSATION) and Section 4 (PAYMENT).
- 28. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein.
- 29. DISCREPANCIES In the event of any conflict between the terms of this Agreement and the terms in any of the Attachments, the terms of this Agreement shall govern.

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

(to be filled in by Clerk of the Board)



Consulting Services Agreement

Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project

12/15/2023

RSM:jss

[CONSULTANT NAME]



Consulting Services Agreement

Grant Support Services, On-Call List

12/15/2023

RSM:jss