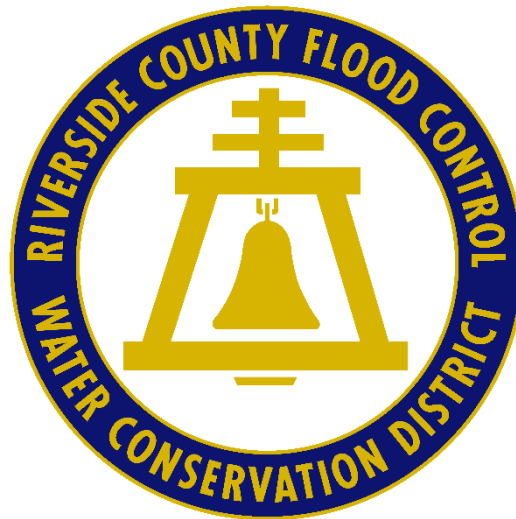


**REQUEST FOR QUALIFICATIONS
RFQ # FCARC-00174**

for

**Technical Assistance for the Murrieta Creek Flood Control, Environmental Restoration,
and Recreation Project Economic Update Process and
Post-Authorization Decision Document**



Prepared by:
Marilyn Weisenberg,
Administrative Services/Purchasing Supervisor
Rene Miyasato-Gee
SR. Administrative Services Analyst
Riverside County Flood Control and Water Conservation District
1995 Market Street, Riverside, CA 92501
NIGP: 91849

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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 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. Pricing/Terms/Tax: 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. Period of Firm Pricing: Unless stated otherwise elsewhere in this document, prices shall be firm for 365 days after the closing date. **If applicable*
- V. 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*
- VI. 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.
- VII. Return of Bid/Closing Date/Return to: 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 **August 23, 2022**. 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. 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. 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

APPENDIX "A" PLANS/DRAWINGS SAMPLES 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 back 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: Tuesday August 23, 2022, 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 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 3 of RFQ for qualifications.)

- Local Business (Form 116-260 must be completed and submitted with the Respondent's proposal; Exhibit E)
- Disabled Veteran Business Enterprise

APPENDIX A

1.0 DEFINITIONS

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.

2.0 PROJECT LOCATION/PURPOSE

PURPOSE

21 The Riverside County Flood Control and Water Conservation District, hereinafter referred to as "District", is requesting proposals from qualified Respondents to provide technical assistance for the Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project ("Project") economic update process and post-authorization decision document.

BACKGROUND

The District, a special district created by the State of California, is the regional flood management authority for the western part of Riverside County. The District also is the local non-federal sponsor for the Project, a federally-authorized multi-purpose flood risk management, ecosystem restoration and recreation project that is located in western Riverside County. The Project is divided into the following phases: Phase 1A, Phase 1, Phase 2A, Phase 2B, Phase 3, and Phase 4. Phases 1 and 2A have been constructed, and Phase 2B is fully designed.

Completion of the Project will provide much needed flood risk management to the cities of Temecula and Murrieta. However, the Project has suffered from a lack of adequate appropriations. The Project was authorized for construction in the Energy and Water Development Appropriations Act of 2001 (Public Law 106-377), which stated that the "Secretary of the Army, acting through the Chief of Engineers, is authorized to construct the locally preferred plan for flood control, environmental restoration, and recreation, Murrieta Creek, California, as described as Alternative 6, based on the Murrieta Creek Feasibility Report and Environmental Impact Statement dated October 2000, at a total Cost of \$89,850,000 with an estimated Federal Cost of \$57,735,000 and an estimated non-Federal cost of \$32,115,000." Per the 2000 Murrieta Creek Flood Control, Environmental Restoration, and Recreation Final Feasibility Report, because the authorized Locally Preferred Plan (LPP) was neither the National Economic Development (NED) plan nor the National Ecosystem Restoration (NER) plan, federal cost-sharing was to be as follows: (i) for flood control – 65% of the cost of the NED plan, (ii) for ecosystem restoration – 65% of 92% of the NER plan and (iii) for recreation – 50% of the cost of the recommended recreation plan. Additionally, the District was to fund all costs above the NED, NER and recreation plans. However, the Project's construction was authorized by specifying the estimated cost share amounts that translated to a 65/35 (federal/local) cost sharing instead of limiting the federal cost to the federally cost-shared portion of the NED, NER, and recreation plans as recommended in the decision document; the result was an authorized Project with a benefit-to-cost ratio (BCR) that is less than unity (unity being one dollar in benefits for every dollar in costs).

The District and the U.S. Army Corps of Engineers (USACE), Los Angeles District are currently collaborating to develop an Economic Reevaluation Report (ERR) and a General Reevaluation Report (GRR) for the Project.

3.0 SCOPE OF SERVICE

At the direction of the District, the Consultant shall provide technical assistance to support the development of the ERR and GRR. This may include, but is not limited to:

- Provide guidance on and assist with collecting technical data required for economic analyses of the Project.
- Assist with performing qualitative assessments of the Other Social Effects (OSE) account and the long-term Regional Economic Development (RED) account.
- Review and provide written recommendations and edits on the qualitative discussions for the OSE and long-term RED accounts, including any proposed comments or edits.
- Review and provide written recommendations and edits on USACE economic work and work products, which may include, but is not limited to, short-term RED account analysis, USACE Hydrologic Engineering Center's Flood Damage Analysis (HEC-FDA) analyses, and the economic sections of the draft ERR and draft GRR.
- Analyze USACE economic work and work products and determine if the Project's benefits are appropriately identified and captured in the economic analyses.
- Recommend other pertinent data / analyses for inclusion in the economic analyses of Project, as necessary or as requested by the District.
- Attend virtual meetings related to the Project's economic update process or the Project's post-authorization decision document as needed or requested by the District.
- Optional Task(s):
 - Conduct an update of an inventory of improvements for a wastewater treatment plant in coordination with the local water district.
 - Prepare qualitative discussions for the OSE and long-term RED accounts.

Minimum Qualifications for the Project Manager

- At least 10 years of demonstrated experience in applied economics related to water resource economic evaluation or review
- Experience working for or with USACE on large, complex Civil Works projects
- Thorough understanding of USACE flood risk management analysis and benefits calculations, including use of the HEC-FDA computer program or similar models
- Experience assessing regional economic development benefits as well as analysis of other social effects associated with project alternatives
- Experience working for or with USACE in applying Principles and Guidelines (P&G) to Civil Works Projects
- Experience in evaluating and comparing alternative plans for USACE
- Experience with the national economic development analysis procedures, particularly as they relate to flood risk management

4.0 WORK PRODUCT

- 4.1 All work papers prepared in connection with the above service will remain the property of the successful Respondent; however, all reports and work products rendered to the District are the exclusive property of the District and subject to its use and control.
- 4.2 Respondents shall include in the bid a sufficient sum to cover all items, including labor, equipment, and materials, which are implied or required to complete the project or work. Errors or omissions in the contract document will not serve as an excuse for additional payment. Respondents will not be paid for any abatement completed by their own error or errors of their employees.

5.0 TIMELINE

DATES:

- | | |
|--|---|
| 1. RELEASE OF REQUEST FOR QUALIFICATIONS | Wednesday August 3, 2022, |
| 2. DEADLINE FOR SUBMISSION OF QUESTIONS | Wednesday August 10, 2022, at 1:30 p.m. PST |
| 3. RESPONSES TO QUESTIONS FROM DISTRICT | Friday August 12, 2022 <u>*Posted on District Website no later than 5:00 p.m. PST</u> |
| 4. DEADLINE FOR PROPOSALS | Tuesday August 23, 2022 at 1:30 p.m. PST |
| 5. TENTATIVE DATE FOR AWARDED CONTRACT | Approximately 5-15 days after the RFQ closes. The District will contact all Respondents. |

6.0 PERIOD OF PERFORMANCE

The Period of Performance shall be for up to four (4) years, with an anticipated completion date of June 30, 2026, with no obligation by the District to purchase any specified amount of services.

7.0 PROPOSAL SUBMITTAL

PACKAGING

7.1 Due to the COVID-19 PANDEMIC all submittals will be provided in an envelope that contains a signed proposal cover letter and a thumb/USB Flash drive that contains the proposal documentation as a pdf, the fee proposal and financial statement shall also be separate pdf documents.

SUBMITTAL

7.2 All proposals shall be signed by an authorized agent. Respondent shall submit a proposal package consisting of:

The Statement of Qualifications (SOQ) must be provided as an electronic submittal in .pdf format, contain all necessary materials, and be less than 25 MB. **Late SOQs will be rejected as not meeting the mandatory RFQ requirements.**

7.3 In addition to the requirements set forth in Section 9.2, the proposal shall include the following:

- As a part of Section 9.2, Section I, Scope of Work:
 - A scope of work that will be performed to accomplish the final requirements set forth in this RFQ. The scope of work shall identify all tasks, subtasks, and deliverables. The scope of work should consider the items identified in this RFQ, but Respondents are welcome to propose additional services beyond those specifically identified in this RFQ.

ALL BIDS MUST BE SENT TO:

**Administrator Marilyn Weisenberg
Administrative Services Supervisor
1995 Market Street
Riverside, CA 92501
RFQ FCARC 00174
Technical Assistance for the Murrieta Creek Flood Control,
Environmental Restoration, and Recreation Project Economic
Update Process and Post-Authorization Decision Document**

8.0 GENERAL REQUIREMENTS

Procedures for Submitting Statement of Qualifications (SOQ)

- 8.1 Respondents are encouraged to carefully review this RFQ in its entirety prior to preparation of the proposals. All proposals must be submitted in accordance with the standards and specifications contained within this RFQ and must contain a cover page with a Statement of Compliance and Minimum Requirements to meet the requirements specified.
- 8.2 The Proposal Cover Page of a responsive bid must be signed appropriately and completed with the date, firm name, and name and title of a firm officer/owner authorized to sign on behalf of the firm. (Page 4 of this RFQ)
- 8.3 The District reserves the right to waive, at its discretion, any irregularity which the District deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 8.4 The District reserves the right to request clarification of information submitted and to request additional information from any Respondent.
- 8.5 The District reserves the right to withdraw the RFQ, to reject a specific proposal for noncompliance within the RFQ provisions, or not award a contract at any time because of unforeseen circumstances, or if it is determined to be in the best interest of the District.
- 8.6 The District shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 8.7 Any Respondent who wishes to make modifications to a proposal already received by the District must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink; properly initialed by the Respondent's authorized representative; executed; and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Respondent to ensure that modified proposals are resubmitted before the RFQ submitted deadline.
- 8.8 Respondents may withdraw their proposals at any time prior to the due date and time by submitting notification of withdraws signed by the Respondent's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 8.9 Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single or double-sided, each section clearly titled, with tabs A-O (see Section 9.0), and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "*See Enclosed Manual*" will not be considered an acceptable proposal. Receipt of all addendums, if any, must be acknowledged in the proposal.
- 8.10 The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc., are neither necessary nor recommended. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
- 8.11 A proposal may be considered non-responsive if conditional, incomplete or if it contains alternations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

9.0 REQUIRED FORMAT OF PROPOSALS

9.1 Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. The information required below will be used to evaluate the Respondent's proposal based on the criteria outlined in Section 11. Respondents may be deemed non-responsive if they do not respond to all Sections A through O.

9.2 Each proposal shall be organized in separate sections tabbed with corresponding letters and related headings in the order presented below:

- A. Executive Summary Letter, Proposal Cover Page (*Page 4 of this RFQ*), and all Addendums (if any)
- B. Table of Contents
- C. Validity of Proposal
- D. Confidentiality Clause (*Include Exhibit A*)
- E. Statement of Qualification Questionnaire (*Include Exhibit B*)
- F. Statement of Compliance (*Include Page 2 of Exhibit B*)
- G. Minimum Requirements
- H. Corporate Profile
- I. Project Team
- J. Scope of Work
- K. Record of Past Performance
- L. Conflict of Interest (*Include Exhibit C*)
- M. Financial Information *Submitted as a separate document "Sealed"
- N. Proposed Fees/Rate Schedule *Submitted as a separate document "Sealed"
- O. References

A. Executive Summary Letter, Proposal Cover Page, and all Addendums (if any) (2-page limit)

The Executive Summary Letter shall be a brief formal letter from Respondent that provides information regarding the firm and its ability to perform the requirements of this RFQ. This letter must include the following information: company name, address, contact person, telephone number and email address.

The Proposal Cover Page (Page 4 of this RFQ) must be signed by an authorized representative. Signature by an authorized representative of the firm on the Proposal Cover Page shall constitute a warranty. The falsity of which shall entitle the District to pursue any remedy authorized by law, which shall include the right, at the option of the District, of declaring any contract made as a result thereof to be void.

All addendums to the proposal must be signed by an authorized representative and included in this section.

B. Table of Contents

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

C. Validity of Proposal

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

D. Statement of Compliance (Include Exhibit B)

Respondents shall include in this section either a statement of compliance with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or a list of exceptions. The list of exceptions must include suggested rewording/changes, reasons for submitting the proposed exception, and any impact the proposed exception may have on the services to be provided. In addition to the above, submit the Confidentiality Clause and the Statement of Qualifications Questionnaire attached herein as Exhibit A and Exhibit B, respectively.

E. Statement of Qualifications Questionnaire (SOQQ)(Include Exhibit B)

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 is the person that has the authority and authorization to execute Consulting Service Agreements on behalf of your company.

The second page of the SOQQ form requires the Respondents to affirm the 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 Agreement (*Exhibit D*). The District shall request the actual insurance form when recommendation for award is made.

The insurance requirements are summarized below for reference:

- General Liability = **\$2,000,000 per occurrence / \$4,000,000 annual aggregate**
- Vehicle Liability = **\$1,000,000**
- Workers' Compensation insurance covering all the Consultant's employees shall be furnished in accordance with the Statutory Requirements of the District and shall include Employer's Liability Insurance with a limit of **\$1,000,000** for each accident for bodily injury or disease.
- Professional Liability or Errors and Omissions = **\$1,000,000 per occurrence / \$2,000,000 annual aggregate**

F. Minimum Requirements

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

Please note Items G - J are limited to 12 pages.

G. Corporate Profile

This section of the proposal is designed to establish the Respondent as an entity with the ability and experience to operate the program as specified in the RFQ. The Company Profile should be concise and clear and include descriptive information regarding service delivery. The following information must be provided:

1. Business name and legal business status (i.e., partnership, corporation, etc.).
2. Proof of nonprofit status, if applicable.
3. Company overview of services or activities performed, including:

- The history of the firm.
 - The number of years in business under the present business name, as well as prior business names.
 - The number of years of experience providing the proposed, equivalent, or related services.
 - Company size – number of staff and client base.
 - Location of the office from which the work under this contract will be provided and the staff allocation at the office.
4. Whether the Respondent holds controlling or financial interests in any other organization or is owned or controlled by any other person or organization. If none, that must be stated.

H. Project Team

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

- Company hierarchy (President, Vice President, Company Officers, etc.) and organization chart. Organizational chart and staffing plan must identify key personnel and related support staff (including subconsultants) that will perform and/or assist with the required services and deliverables. Job classifications shall be defined for all key personnel and support staff (including subconsultants).
- Listing with job titles and resumes of key personnel (including subconsultants) that will perform the requested services. Resumes shall highlight title, education, licenses (issue and expiration dates), similar project experience within last five (5) years and other qualifications for the services described in this RFQ. The principal of the firm shall verify and certify the resumes, including the academic credentials, experience, and professional license of the key personnel (including subconsultants). The principal of the firm shall also affirm that the key personnel (including subconsultants) have not been disbarred or suspended and are not under review for disbarment or suspension.
- Resource allocation table that identifies the individual classifications (prime and subconsultants) that will be performing the requested services and deliverables.

I. Scope of Work

Provide a description of your firm's approach to providing the required services, including a proposed scope of work.

J. Record of Past Performance / Similar Experience

Respondent shall provide information concerning the firm's recent experience (within last five years) in the areas described within the services requested above.

1. Project name, schedule, and cost.
2. Brief summary of the project and the specific services rendered by your firm.
3. Names of personnel from Respondent's team that participated on the above project and their specific role.

K. Conflict of Interest (Include Exhibit C)

Disclose any financial, business, professional, or other relationship the firm has with any person or entity that is in a position that may be in conflict with District's stated goals and objectives. Describe your firm's system for identifying possible conflicts of interests. The selected firm will be expected to have a system to identify possible conflict of interests and to notify District of these conflicts at the earliest possible opportunity to avoid any possible prejudice to District.

L. Business Outreach Program Compliance ***NOT APPLICABLE***

Local Preference: The District complies with a local preference program adopted by the County of Riverside for those Respondents located within the geographical boundaries of Riverside County. A five percent (5%) location preference may be applied during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ to that Riverside County location. To qualify for local preference, Respondents must include a copy of a Riverside Business Tax License that supports the local preference status and complete Form 116-260 Local Business Qualification Affidavit.

or

Disabled Veteran Business Enterprise Preference: The District complies with a Disabled Veteran Owned Business preference policy implemented by the County of Riverside. A three percent (3%) preference shall be applied to all quotes/bids/proposals received by the District from certified disabled veterans owned businesses. Respondents must provide certification of Disabled Veteran Status.

M. Financial Information

Respondent must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year, prepared in accordance with generally accepted accounting principles. These statements should clearly identify the financial status and condition of the Respondent's entire business entity. Please place in a separate PDF and mark "Confidential" if your firm requires this to be kept confidential. Audited financial statements are preferred but not required and an independent credit rating would be most advantageous.

Financial statements should only be included in a separate pdf and marked as such. Financial statements will be submitted to the Finance Director for review, then placed in a separate file and marked "Confidential".

N. Proposed Fees

Proposed fees will not be considered by the Evaluation Committee for purposes of selection. **A Respondent's proposed fees should only be included by a separate pdf and marked as such.**

The District reserves the right to negotiate with the Respondent(s) it selects, if any, all or any portion of such Respondent(s)' fee proposal, and if unable to reach an agreement on fees with the selected Respondent(s), ultimately may reject such Respondent(s).

O. References with demonstrated success with similar work to the Scope of Work

Respondent shall:

- If available, furnish a representative list of up to three (3) projects involving work as specified in the Scope of Work. The District reserves the right to contact each and every reference listed.
 1. Client business name and address
 2. Client personnel name, title, telephone, and email address

10.0 COMPENSATION

For the selected Consultant, the District shall pay the Consultant for services performed and expenses incurred, and compensation shall be paid in accordance with an invoice submitted to District by Consultant within fifteen (15) days from the last day of each calendar month, and District shall pay the acceptable invoice within forty-five (45) days from the date of receipt of the invoice. It is mutually agreed and understood that the obligation of the District is limited by and contingent upon the availability of District funds for reimbursement of Consultant fees. In the event that such funds are not forthcoming for any reason, District shall immediately notify Consultant in writing, and only services rendered will be paid in full. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of District notification by Consultant.

11.0 EVALUATION CRITERIA

Proposals will be evaluated based on relevant factors, including but not limited to the following:

11.1 Proposals will first be reviewed on a pass/fail basis. Proposals with the following conditions may be rejected as non-responsive, if:

- Proposal is received after the deadline for this RFQ.
- Proposal shows an inability to meet the insurance requirements.

11.2 If the Respondent has met both requirements noted above, then the following evaluation criteria will be used for the evaluation and selection of each Respondent. Each proposal will be competitively evaluated on its relative strengths and weaknesses against the following criteria listed below and as described in Section 9.0 of the RFQ. The order of the listed criteria is not indicative of their priority, weight, or importance:

- Overall responsiveness and general understanding of the RFQ requirements
- Firm's experience and ability
- Project team
- Project scope of work
- Record of past performance
- Overall Impression

11.3 After a Respondent has been selected by the District, the District and Respondent will **negotiate final cost** for submission to the Board of Supervisors for their consideration and approval.

11.4 The District reserves the right to withdraw the RFQ, to reject a specific proposal for noncompliance within the RFQ provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the District.

12.0 EVALUATION PROCESS

GENERAL

12.1 Throughout the entire process of the proposal, Respondent may only contact the named Administrator. Attempts by the Respondent to contact any other District representative may result in disqualification of the Respondent.

- 12.2 All evaluation material will be considered Confidential and not released by the District. The District reserves the right to split or make the award that is most advantageous to the District.

EVALUATION PROCESS

- 12.3 Proposals will be reviewed by the contract administrator to verify compliance with submission instructions, response requirements, and minimum requirements. Any proposals not meeting the minimum requirements may be deemed non-responsive.
- 12.4 Proposal evaluation will commence immediately following the review conducted by the contract administrator. During the evaluation process, the Selection Committee may request clarification, as necessary, from Respondent. Respondent should not misconstrue a request for clarification for negotiations. It is anticipated that the evaluation process will be completed within approximately 15-30 working days. Respondents will be notified via email regarding the status of Respondent's proposal.
- 12.5 The District may select qualified Respondent(s) based solely on the submitted proposal(s).
- 12.6 Following the evaluation of the submitted proposals, a short list of the most qualified Respondents may be developed based on the criteria outlined in Section 11. The District may elect to have the short list of Respondents give oral presentations. Short-listed Respondents must be prepared to give their presentation within five (5) business days of the request by the District. The evaluation panel may ask questions about Respondent's written proposal and other issues regarding the scope of work. Presentations will be evaluated, and the District may ask short-listed firms to submit a "best and final" proposal. The short-list interview may be scored. In addition to interviews with the short-list of Respondents, the Selection Committee may also conduct onsite visits and/or tours of the Respondent's place of business.

NEGOTIATIONS

- 12.7 Negotiations regarding agreement terms, conditions, scope of work, and pricing (if applicable) may or may not be conducted with Respondents. Therefore, proposals submitted should contain the Respondents most favorable terms and conditions, since the selection and award may be made without any onsite visit, interviews, or further discussion or negotiations with any Respondents. If the District engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. The District may elect to contact another firm who has submitted a proposal. This sequence may continue until an agreement is reached.

13.0 INTERPRETATION OF RFQ

- 13.1 The Respondent must make careful examination and understand all the requirements, specifications, and conditions stated in the RFQ. If any Respondent planning to submit a proposal finds discrepancies in or omissions from the RFQ or is in doubt as to the meaning, a written request for interpretation or correction must be given to the District. Any changes to the RFQ will be made only by written addendum and may be posted on the District website at www.rcflood.org. The District is not responsible for any other explanations or interpretations.
- 13.2 All Respondent questions, clarifications, or comments must be submitted in writing and must be received by the District no later than **Monday August 8, 2022 by 1:30 p.m. PST**. Inquiries received after this date will not be accepted or responded to. Ensure all questions, clarifications, or comments are addressed to mcweisen@rivco.org

- 13.3 All email correspondence shall be clearly marked in the subject line with "**RFQ MURRIETA CREEK/ECONOMIC TECHNICAL ASSISTANCE**". Within the body of the email, each inquiry must reference the section number and title from the RFQ that the question pertains to.

14.0 CONTRACTUAL DEVELOPMENT

- 14.1 Upon selection of the most qualified Respondent on the basis of demonstrated competence and qualifications for the type of professional services required, the District will negotiate a price which it determines as fair and reasonable. If the District is unable to negotiate a satisfactory contract with the Respondent selected, negotiations with that Respondent will terminate and negotiations with the second ranking Respondent shall commence. A sample of the standard District contract to be used for this project is attached as Exhibit D. The District and the Respondent will negotiate a contract(s) for submission to the Board of Supervisors for their consideration and possible approval.
- 14.2 Payment by the District for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the District and approved by the appropriate District representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, forty-five (45) days after receipt of such billing statement.

15.0 PUBLIC RECORDS

All proposals become the property of the District. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Respondent as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY." Otherwise, the Respondent agrees that any and all documents provided may be released to the public after contract award. The District will use its best efforts to inform any proposer of any request for disclosure of any such document. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. The District will not be held responsible for disclosure of any "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" documents that are not contained in envelopes and prominently marked.

16.0 CONFIDENTIALITY AND PROPRIETARY DATE

All materials received relative to this RFQ will be kept confidential, until such time an award is made or the RFQ is cancelled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Respondents should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

17.0 USE BY OTHER POLITICAL ENTITIES

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

18.0 COUNTY OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
*New Year's Day	January 1 st
Martin Luther King Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12 th
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
*Thanksgiving Day	Fourth Thursday in November
*Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25 th

***Note:**

1. Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
2. Friday following Thanksgiving Day.
3. December 24th and 31st when they fall on Monday.
4. December 26th and January 2nd when they fall on Friday.
5. Friday proceeding January 1st, February 12th, July 4th, November 11th, or December 25th, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.
6. The District hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

EXHIBIT A

CONFIDENTIALITY CLAUSE

Respondents are to fill out the form listed below and include in their proposal under "Statement of Compliance," (refer to RFQ Section 9.2, Subsection D). Print in all areas except where a signature is required.

Contractor/Consultant shall maintain the confidentiality of 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 ACKNOWLEDGEMENT
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: _____

EXHIBIT B

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.

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 9.2, subsection E 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): _____

Expiration Date (if applicable): _____

Check here and stop if Project Manager is the same at the Contact Person.

Contact Person: _____

Telephone No.: _____ Ext.: _____ Fax No.: _____

Email Address: _____

**EXHIBIT B CONTINUED
STATEMENT OF COMPLIANCE**

AGREEMENT TERMS AND CONDITIONS

The respondent shall read the Required Insurance and Indemnification (Sections 11.0 and 12.0) language of the Sample Agreement included as Exhibit D. The respondent is advised that the ability and willingness to conform to District contract requirements is a partial basis for selection.

INSURANCE		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	By checking "Yes" the respondent is affirming that it has read, is able and is willing to provide the required insurance as described in Exhibit D. 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 <input type="checkbox"/>	No <input type="checkbox"/>	By checking "Yes" the respondent indicates that it is willing to accept the indemnification requirements as described in Exhibit D. <u>If "No" is selected, the respondent shall attach a list of exceptions.</u> 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. The exceptions if not accepted by the District can result in determining the respondent a non-responsive bidder, and disqualify the respondent's proposal.

SIGNATURE

**THE FOREGOING AND ALL INFORMATION IN THIS STATEMENT OF QUALIFICATION/
STATEMENT OF COMPLIANCE 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.

1. 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]

2. 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]

3. 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]

4. 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]

5. 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

SAMPLE AGREEMENT

CONSULTING SERVICES AGREEMENT

for

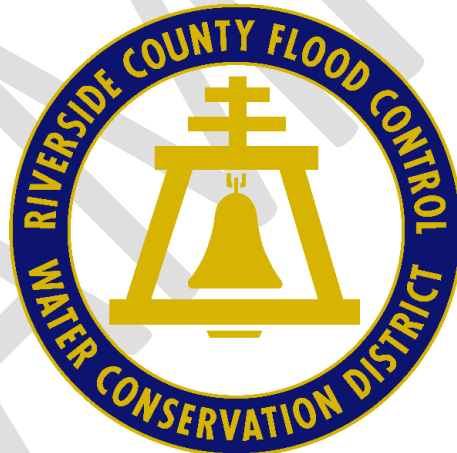
Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project

between

Riverside County Flood Control and Water Conservation District

and

[CONSULTANT NAME]



CONSULTING SERVICES AGREEMENT

Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project

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:

1. 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.

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

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.

i. 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.

ii. 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.

- iii. 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: Federal Projects Section

To CONSULTANT: [CONSULTANT NAME]
[CONSULTANT ADDRESS 1]
[CONSULTANT ADDRESS 2]
Attn: [CONTACT PERSON]

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 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. Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as

prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. 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. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as Additional 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 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. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase, at his sole expense, either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from 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. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than 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, including 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.
- ii. "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

- 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 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. RECORD RETENTION/AUDIT – 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 dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 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.

19. 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. FORCE MAJEURE – If either of the Parties cannot comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders or other similar acts, such party shall not be held liable for such failure to comply.

23. EDD REPORTING REQUIREMENTS – In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent

Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within 10 days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of CONSULTANT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

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. NON-APPROPRIATION OF FUNDS – 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)

RECOMMENDED FOR APPROVAL:

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

By _____
JASON E. UHLEY
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

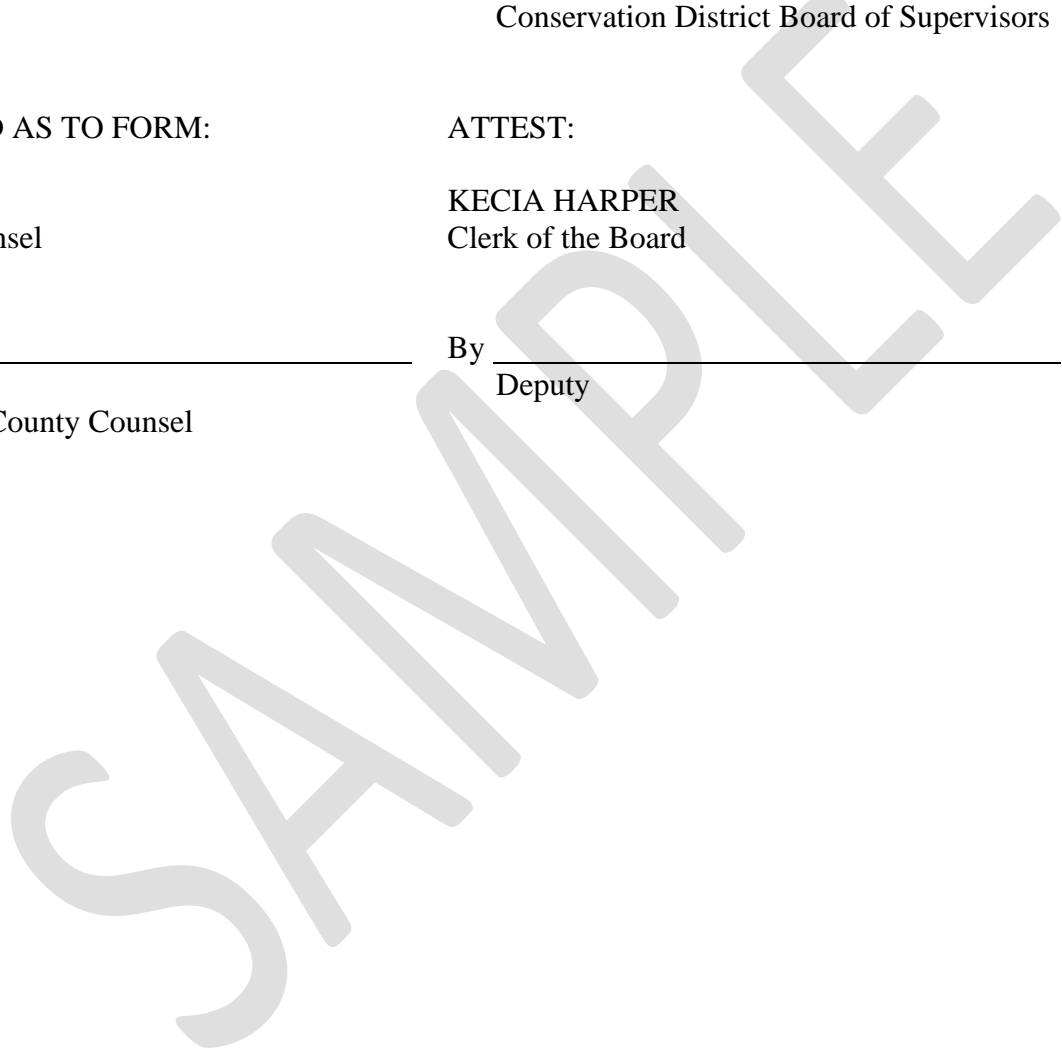
ATTEST:

County Counsel

KECIA HARPER
Clerk of the Board

By _____
Deputy County Counsel

By _____
Deputy



Consulting Services Agreement
Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project
MM/DD/YYYY
RSM:

[CONSULTANT NAME]

[CONSULTANT AUTHORIZED SIGNATORY]
[JOB TITLE]

SAMPLE

Consulting Services Agreement
Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project
MM/DD/YYYY
RSM: