

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501

Request for Qualifications: FCARC-00145
Release Date: April 5, 2018
Closing Date: May 3, 2018
3:30 p.m. PST

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



Request for Qualifications FCARC-00145 AERIAL IMAGING AND LIGHT DETECTION AND RANGING (LIDAR) SERVICES

Riverside County Flood Control
and Water Conservation District
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**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

Request for Qualifications Submittal Instructions

I OVERVIEW

The Riverside County Flood Control and Water Conservation District (District) is establishing an On-Call List of pre-qualified firms to provide aerial imaging services and/or LIDAR data on small to medium sized projects. Services may be requested on a short term notification to capture flooding events, however, the majority of the services would be scheduled in advance. Services include acquisition of aerial imagery and/or LIDAR data to assist the District in the compilation of mapping at various scales. As part of the selection procedure, the District is seeking a Request for Qualifications from firms interested in providing services.

Additional details are included in Exhibit "A", Exhibit "B" and Exhibit "C".

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 On-Call List for Aerial Imaging Services and/or LIDAR Data.

Firms that are selected for inclusion on the On-Call List as a result of the RFQ may be asked to execute a multiple year, annually renewable, On-Call Consulting Services Agreement with the District, which covers the term, insurance, indemnity and other global contracting requirements.

Inclusion on the On-Call List or execution of the On-Call Services Agreement ("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 Agreement, the District may issue work to selected firms on the On-Call List.

All qualification documents must be received and date stamped by the District by May 3, 2018 at 3:30 p.m. Pacific Standard Time (PST).

A committee of District staff will evaluate your qualifications and will develop a shortlist of qualified firms. Selected firms may be asked to appear for interviews, after which a final ranking will be made.

II SELECTION SCHEDULE

The schedule and sequence of this RFQ is as follows:

Issuance of this RFQThursday, April 5, 2018
Deadline for Submission of Questions to the District..... Friday, April 13, 2018
(All questions are to be submitted by email to Marilyn Weisenberg, mcweisen@rivco.org)
Responses to Questions Wednesday, April 18, 2018
(Responses to Questions will be posted under Public Notices on District website www.rcflood.org)
Deadline for Submission of SOQThursday, May 3, 2018

Notification to FirmsThursday, May 17, 2018
Approval of Pre-Qualified On-Call List by District's Board of SupervisorsJune 12, 2018

III. POLICIES

- Firms are encouraged to carefully review this RFQ in its entirety prior to preparation of their SOQ. **All documents must be submitted in accordance with the instructions contained within this RFQ.**
- An SOQ may be scored lower or not scored at all if conditional, incomplete, or if it contains alterations of the forms, additions not called for, or other irregularities that, in the opinion of the evaluation teams, affect their ability to fairly evaluate the SOQ.
- Any firm who wishes to make modifications to an SOQ already received by the District must withdraw his/her SOQ in order to make the modifications. It is the responsibility of the firm to ensure that the modified SOQ is resubmitted in accordance with the terms and conditions of this solicitation before the SOQ submittal deadline. Firms may withdraw their SOQ at any time prior to the Deadline for Submission by submitting a Notification of Withdrawal signed by the firm's authorized agent. The SOQ cannot be changed or modified after the Deadline for Submission.
- Only work products specifically identified as "proprietary" will be considered confidential.
- The District reserves the sole right to judge the firm's representation, either written or oral.
- This solicitation does not commit the District to award any work, nor to pay any costs incurred with the preparation of the SOQ. Firms responding to this RFQ will be solely responsible for all expenses incurred during the selection process.
- The District reserves the right to accept or reject any or all SOQs received in response to this request, limit the number of firms added to the On-Call List, or cancel in whole or part this proposal process if it is in the best interest of the District to do so.
- Respondents should note that inclusion of any firm on the On-Call List and any agreements made pursuant to the On-Call List are dependent upon the recommendation of the District and the approval of the District's Board of Supervisors.
- The District may require any evidence it deems necessary relative to the Respondent's financial stability before any agreement or task order is awarded.
- The District reserves the right to request clarification of information submitted and to request additional information from any Respondent.
- All responses to this RFQ shall become property of the District.

IV. SUBMITTAL REQUIREMENTS

1. RFQ must be in the following format:
 - a. Bound on 11" side-binding style to be determined by submitter.
 - b. Paper size is to be 8.5" x 11" (except the organizational chart and improvement plans which should not to exceed 11" x 17").
 - c. Font size used for all documents (except the organizational chart and improvement plans) to be a minimum of 8 point.
 - d. No more than 25 pages.
 - e. Submit five copies of the RFQ.

2. RFQs are to be labeled into four main sections and shall contain the following information:

Section 1 Company Overview

Provide history and size of the company. Present an organizational chart of the company showing the names and roles of all key personnel. Provide information for a representative of the firm that the District can contact for additional information. The representative must be empowered to speak on contractual and policy matters. Prospective consultants shall acknowledge reading the attached draft Consulting Services Agreement and shall affirm that at the time of entering into a contract for consulting services they will comply with the District's standard requirements of Section 11 "Required Insurance" and Section 12 "Indemnity and Hold Harmless" of said Agreement.

Section 2 Professional Excellence and Specialized Experience

The District is seeking firms to acquire imagery and/or LIDAR data to assist the District in the compilation of engineering mapping of various scales. Firms will be required to supply any or all of the following services:

- Analog black and white photography
- Analog color photography
- Digital imagery
- LIDAR data

If a firm can only supply one of the above-listed items, then this is to be specified in the RFQ response. Some projects may require supplying airborne GPS services which will require working in conjunction with our survey crews who will operate ground based GPS units during the flight. The airborne GPS data will be utilized in the aerotriangulation process to ultimately be used in the photogrammetric process to compile engineering mapping.

Section 3 Education and Experience of Key Personnel

Include resumes of key personnel. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree. Provide information on current relevant professional registration(s). Provide information on any other professional qualifications such as publications, organizational memberships, certifications, training, and awards. It is especially important to provide total years of relevant experience and years of relevant experience with current firm.

Section 4 Relevant Experience

Provide information on at least three projects involving aerial image and/or LIDAR acquisition in which the key project personnel had a significant role that demonstrates the person's capabilities. Provide client references for these three

projects. The company shall have the ability and willingness to respond to District requirements.

Section 5 Completed Statement of Qualifications Questionnaire (Attachment A)

Section 6 Completed Statement of Compliance (Attachment B)

V. SELECTION PROCESS

Upon receiving submittals from the respondents, a committee of District staff will evaluate the qualifications and develop a ranking of qualified firms. The evaluation will be governed by the following criteria:

1. Indication of general and specific interest.
2. Relative project experience.
3. Demonstrated excellence in quality of work.
4. Relative location of firm to Riverside County.

Selected firms may be asked to appear for interviews after which a final ranking will be made. The committee will then prepare a proposed list of pre-qualified firms based on qualifications, demonstrated competence, and technical response to the request for qualifications. The list must be approved by the General Manager-Chief Engineer and the District's Board of Supervisors. As projects become available, fees for specific tasks will be negotiated with firms chosen from the list. The list will remain valid for three years.

All firms submitting qualifications will be notified in writing regarding the results of the selection process. Those firms that fail to meet the minimum requirements will not receive further consideration.

VI. MISCELLANEOUS INFORMATION

1. Modification or Withdrawal of Submittals - Any RFQ received may be withdrawn or modified prior to the RFQ submittal date by written request to the District.
2. Property Rights - After the submittal date, all RFQs received become the property of the District.
3. Confidentiality - All RFQs received will be designated confidential. After ranking and selection processing, all RFQs received become public record.
4. Addendum to RFQ - The District reserves the right to amend the RFQ notice by addendum before the final RFQ submittal date.
5. Non-Commitment of the District - This RFQ does not commit the District to award a contract, to pay any costs incurred in the preparation of an RFQ for this request, or to procure or contract for services.
6. All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

EXHIBIT "A"

SCOPE OF SERVICES

A. SCOPE OF SERVICES

The Consultant will provide any one or more of the following mapping services on an on-call basis:

- Analog black and white photography
- Analog color photography
- Digital imagery
- LIDAR data

B. REQUIREMENTS FOR IMAGERY/LIDAR

1. Requirements for Analog Imagery

All aspects of the aerial flight and acquisition of aerial photography to follow industry best practices. Specifications for aerial photograph have been included in Section C below.

2. Requirements for Digital Imagery

All aspects of the aerial flight and acquisition of aerial photography to follow industry best practices. State the manufacturer and model of the digital sensor you will be using.

2.1. Provide color digital imagery with 60% forward overlap and 30% side overlap.

2.2. When airborne GPS is required, provide the raw airborne GPS data as the District will process the data. District survey staff will have a minimum of two base stations running at the time of the flight so coordination will need to take place between the Consultant and District survey staff. District survey staff will provide the ground receiver information.

2.2.1. Provide the exterior orientation elements X, Y, Z, T, omega, kappa, and phi.

2.2.2. Provide the pilot's log sheet.

2.2.3. Provide a detailed diagram of the separation between the GPS antenna and the camera.

2.2.4. The flight window is from 10:30 a.m. to 2:30 p.m. and will only be flown Monday through Thursday as District survey crews do not work on Fridays or weekends.

- 2.3. Provide the imagery in 8- and 12-bit format and compress using a Q-factor of 5.
- 2.4 When labeling the images, the job name, photo scale, date, and exposure number should be shown on the first exposure only. All subsequent exposures should have date and exposure number only. Date in upper left corner and photo number in upper right corner. Number photos as indicated on the flight plan. Use aerial font size 14.

3. Requirements for LIDAR Data

All aspects of the LIDAR and acquisition to follow industry best practices.

Provide LIDAR generated bare earth Digital Terrain Model (DTM) all points file and a separate file with model key points. High resolution DTM having a vertical accuracy of 95% at 0.6 feet and 90% at 0.5 feet and, as a separate option, a DTM having a vertical accuracy of 95% at 1.2 feet and 90% at 1.0 foot, when checked in flat open terrain.

EXHIBIT "B"

SPECIFICATIONS FOR AERIAL PHOTOGRAPHY

1. Aircraft and Crew

- 1.1 All aircraft shall be maintained and operated in accordance with regulations of the Federal Aviation Administration and the Civil Aeronautics Board. The recommended FAA preflight inspection of the aircraft and instruments must be performed prior to each photographic mission. Aircraft shall have a service ceiling (with operating load of crew, camera, film, oxygen, and other required equipment) not less than 5% above the highest altitude necessary to achieve the smallest photographic scale required. If the project is in controlled air space, the appropriate Air Traffic Control Center (AIRTCC) must be contacted. If the project area includes a military installation, the contractor must comply with security regulations. At the flight altitudes required for this photography, the aircraft shall have flight characteristics to provide a stable platform for the operation of the camera that will not degrade the orientation or the resolution of the photographic image.
- 1.2 The design of the aircraft shall be such that when the camera is mounted, an unobstructed view is obtained, shielded from the exhaust gasses, oil, effluence, and air turbulence.
 - 1.2.1 If an aircraft camera has a port glass it shall be preferably 50mm thick but not less than 37mm thick. The surface finish shall be 80/50 or better. Glass material shall be polished crown, group category M, Mil Specs Mil-W-1366F (ASG) October 1975, C-1 optical quality or better. The physical characteristics of any port glass shall be reported to the District on request.
 - 1.2.2 The camera shall be mounted vertically in the aircraft in a mount designed to isolate the camera from vibration of the aircraft. Angular vibration of the camera shall be reduced to such a level so as to have no significant detrimental effect on resolution.
 - 1.2.3 The camera window shall be mounted in material eliminating excessive mechanical stress to the window. The opening shall be designed so that the field of view is unobstructed when the camera is mounted.
- 1.3 Individual crew members shall have two years or more apprenticeship in flying photographic missions for aerial surveys. In addition, it is desirable that crew members have meaningful prior experience with the same type camera and aircraft to which assigned.

2. Camera and Associated Equipment

2.1 The camera will be a metric quality vertical format aerial mapping of nominal focal length of 152mm with format dimensions of 230mm x 230mm. The lens must meet the requirements outlined below based on a U.S. Geological Survey Report of Camera Calibration. Failure of the camera to meet all of the specified requirements shall be cause for rejection of the proposal.

2.1.1 Lens shall be corrected for the spectral range of the film used. The lens shall meet or exceed all the requirements outlined in items (a), (b), (c), and (d) below.

(a) Calibrated focal length - 153.0mm \pm 3.0mm;

(b) Usable angular field - at least 90°;

(c) Radial distortion in the usable angular field, based on the calibrated focal length referred to the calibrated principal point (point of symmetry), shall not exceed 12 um for any tested point, and 16 of the tested points shall have radial distortion values not exceeding 5 um.

(d) Resolution - The lens should have an Area Weighted Average Resolution (AWAR) of at least 72.0 line pairs per millimeter as determined by the U.S. Geological Survey Report of Calibration. The following table lists the minimum acceptable radial and tangential lens resolution at various field angles.

Field angle	0°	7.5°	15°	22.5°	30°	35°	40°
<u>Line pairs per mm</u>							
Radial	95	87	67	57			
Tangential	95	80	70	67	67	57	45

2.1.2 Filters - Only optical filters provided by the lens manufacturer meeting the same optical specifications shall be used. The filter shall have surfaces parallel within 10 seconds of arc and its optical quality shall be such that its addition to the camera shall not cause an undesirable reduction in image definition. The light fall-off in cameras having an angle of view larger than 60 degrees shall be compensated by a graded (anti-vignetting) filter.

2.1.3 Shutter - The camera shall be equipped with a between-the-lens shutter with variable speed settings such that in conjunction with flight height and aircraft speed, the camera will produce high definition photographs at full aperture. The shutter shall have a minimum efficiency of 70 percent at a speed of 1/200 second.

- 2.1.4 Magazine Platen - The camera shall be equipped with an approved means of flattening the film at the instant of exposure. The platen against which the film is pressed shall not depart from a true plane by more than 15 um when the camera/magazine vacuum is applied.
- 2.1.5 Fiducial Marks - The camera shall record eight (8) fiducial marks which are clear and well defined on each negative. The marks shall be located in each corner and at the center of each side. The corner fiducial marks shall form a quadrilateral whose sides are equal within 0.050mm. The midside fiducial marks shall be equidistant within 0.050mm from the adjacent corner fiducial marks. Lines joining opposite pairs of fiducial marks shall intersect at an angle of $90^\circ \pm 30''$. The intersection of the lines shall indicate the true position of the principal point of autocollimation within 0.030mm.
- 2.1.6 Stereomodel Flatness - The average departure from flatness (at negative scale) for two computer simulated stereomodels may not exceed 15um for any symmetrically arranged point tested by USGS. The difference between the highest and lowest value shall not exceed 25 um. The average of values given for points tested by USGS (which are averages themselves) shall not exceed 7.5 um.
- 2.1.7 Calibration Report - The contractor shall provide a camera calibration report prepared by the U.S. Geological Survey Optical Calibration Laboratory which reflects the current condition of the camera to be used. The report shall be based on the Laboratory's standard tests and measurements made after complete assembly of all parts of the camera unit with the light filters in place. This report must be dated within three years of the date of the photography. The combination of camera cone, lens, camera body, and magazine(s) submitted for testing shall be, if acceptable, the only combination used for this project. Use of additional equipment shall be equally certified. The camera shall be recalibrated if there is any reason to believe that the dimensional relationship of the lens, fiducial marks, and film plane have been disturbed by partial disassembly or unusual mechanical shock. The camera must be resubmitted for recalibration at the contractor's expense. The District reserves the right to restrict the use of any camera based upon data contained in the calibration report or based upon operational results.
- 2.2 Forward Motion Compensation is required for all photography requested at 3000 feet above mean terrain and for all requested photographic coverage at altitudes lower than 3000 feet above mean terrain. The contractor shall provide the proper equipment as well as the experience in the use of Forward Motion Compensation.
- 2.3 The camera shall be installed in a mount which attenuates the effects of aircraft vibration. The mount should be regularly serviced and maintained.

3. Aerial Film and Image Quality

3.1 Aerial Film

- 3.1.1 The type of film to be used shall be unexpired and have a dimensional stable polyester base.
- 3.1.2 Color and panchromatic emulsions shall be sensitive to the entire visible spectrum with an extended red sensitivity. Color infrared and black and white infrared emulsions shall be sensitive to the visible and near infrared spectrum from 400 to 900 nanometers.
- 3.1.3 Extreme care shall be exercised to ensure proper exposure to minimize vignetting due to differential exposure. This differential shall not exceed that which would result from a basic 1/3 stop difference in exposure.
- 3.1.4 The conditions of the film stock to be used shall be such that when the unexposed film is processed it shall be free of stains, discoloration, or brittleness that can be attributed to aging or improper storage and the base-plus-fog density for all negative films and the minimum density for all color reversal films shall conform to the manufacturer's predicted density levels.

3.2 Storage and Handling

- 3.2.1 Storage and handling of all photographic film shall be in accordance with the manufacturer's recommendation. All aerial film shall be stored in the original containers to prevent any exchange in moisture between the rolls and their surroundings up to the time they are exposed. The film shall not be rolled tightly on spools or in any way stretched, buckled, distorted, or exposed to direct sunlight or other sources of heat.
- 3.2.2 Adverse storage conditions can affect the color emulsion layers as well as overall sensitivity. Unexposed color films that are to be stored for several months shall be stored at 0° to -10° Fahrenheit (-18° to -23° Celsius).
- 3.2.3 Color infrared film stored in the field prior to use shall be refrigerated at all times at a temperature of approximately 40° Fahrenheit (4° Celsius) or lower.

3.3 Processing and Drying

- 3.3.1 All black and white and color aerial film shall be processed in a sensitometrically controlled process using the manufacturer's recommended process monitoring system. Prior to processing the film, a calibrated 21-step sensitometric wedge (in .15 nominal density increments) shall be exposed on one end of the roll of film and become a permanent part of the roll.

3.3.2 The film shall be thoroughly fixed and washed to ensure archival quality. The residual thiosulfate content of the processed black and white film should not exceed 0.04 milligrams per square inch as measured using a Kodak Hypo Estimator and Hypo Test Solution HT-2 or other approved method.

3.3.3 Processing and drying of film shall be carried out without affecting the metric quality specified in paragraph 3.4.1. At no time shall the film be subjected to extreme temperature and humidity changes.

3.3.4 The processed film shall be free from chemicals, stains, tears, scratches, abrasions, watermarks, finger marks, lint, dirt, light streaks, static marks, and any other physical defects that would interfere with the intended purpose of the photography.

3.4 Metric Quality of Processed Film

3.4.1 The original processed film or contact diapositives produced from them shall not contain residual Y-parallaxes after relative orientation in excess of 20 micrometers anywhere in the model. The dimensional change in any direction across a 9" distance shall not exceed 127 micrometers.

3.5 Image Quality of Processed Film

3.5.1 The imagery on the aerial film shall be clear and sharp and evenly exposed across the format. The film shall be free from clouds, cloud shadows, smoke, haze, snow, shadows, crimps, scratches, and any other blemishes which interfere with the intended purpose of the photography. Allowances will be made for unavoidable shadows, permanent snow fields, or reflectance from water bodies.

3.5.2 When there is doubt concerning the sharpness (resolution) of images obtained on the original film, a comparison will be made of well-defined edges by:

- A 3X enlargement on film; and/or
- Comparison to a calibrated matrix in a visual edge-matched comparator; and/or
- Edge traces in a microdensitometer; and/or
- A combination of these methods.

If the imagery is obviously degraded, the original film shall be rejected for poor image quality.

3.5.3 Density measurements will be taken on processed film using a transmission densitometer with a 2mm probe for scales 1/36,000 and larger and with a 1mm

probe for scales 1/36,000 and smaller. Readings will be made no closer than 1-1/2 feet from the image edge. Densities for black and white films shall be:

- (a) Black and white negative film density measurement.
- | | |
|-------------------|-----------|
| Max Base-Plus-Fog | .20 ± .10 |
| D-Min | .40 ± .10 |
| D-Max | 1.50 |

Base-Plus-Fog shall be measured between and at the edges of the negative frame, and conform with the manufacturer's predicted density value. The minimum usable density shall be no less than 0.30 and maximum usable density no more than 1.50 after deducting Base-Plus-Fog density. The average density range aim point should be 1.0 and the minimum no less than 0.55.

- 3.5.4 Maximum photographic image and color quality control is required when exposing and processing color infrared film. The color infrared film shall be exposed and processed to the manufacturer's recommendations unless otherwise required in project specifications. It is recommended that the following color balance test be conducted prior to using the film on a project. Remove approximately 3 feet of unexposed film from the outside wrap. Expose a 21-step sensitometric wedge (0.15 density increments) on the film strip, and process it using the manufacturer's recommended process tolerances. The color balance shall be established by obtaining two points on the characteristic curve at D=1.0, one being at the midpoint of the two visible-light curves, and the second at the point of intersection of D=10 with the IR-curve. A color balance aim point of 20 has been determined empirically to be optimum for most applications. The processed stepwedge will become part of the roll from which they were removed. These stepwedges will be maintained on file and used as criteria for acceptable color balance of the exposed and processed film. Exposed and processed film which does not have a color balance within $\pm .06 \text{ Log E}$ of the color balance aim point will be cause for rejection.
- 3.5.5 The camera instrument panel and all fiducial marks shall be sharp and clearly legible on all processed film.
- 3.5.6 All exposed color films should be processed as soon as possible to avoid desirable color balance shifts.

4. Photographic Operations

- 4.1 Photography shall not be secured when the ground is obscured by haze, snow, smoke, dust, flood waters, or environmental factors that may obscure ground detail. Clouds and/or shadows of clouds shall not appear in the photograph. The solar altitude shall be defined by the application but in general it should not be less than 30 degrees when aerial negatives are exposed. Priorities will be provided to the contractor by the District prior

to the date of photography and the contractor shall follow these priorities consistent with local flight conditions and logical flight planning. For projects which will have targeted ground control points, photographic operations must be coordinated with the placing of targets so that a minimum of time will elapse between targeting and photography.

- 4.2 The camera should be checked to be sure it is properly secured onto the mount and that all cable connections are tight. The camera lens, filters, and camera port must be inspected to assure that the surfaces are not scratched, stretched, or discolored and that they are free of foreign particles and condensation.
 - 4.2.1 The camera magazine must be clean, firmly seated on the camera. The transport system must be operating properly and the correct information entered into the data block recording devices.
- 4.3 Flight Lines - The District will provide flight maps, pdf, and dgn files for the location of the flight lines. All flying shall be done in strict conformance with the instructions and the intended locations specified on the flight maps. Flight lines shall be continuous and straight with no breaks throughout the entire length of the flight line unless otherwise specified. Each project shall be flown in its entirety with the same camera. The maximum angle of deviation between the actual flight path and the specified flight line shall not exceed three degrees at any point on the lines. Reflights for rejected exposures shall include the entire flight line unless the flight line contains more than 15 exposures in which case a portion of the flight line may, with permission of District, be replaced.
 - 4.3.1 Every effort shall be made to avoid breaks within individual flight lines. Where breaks within a flight line are necessary, the entire flight line composed of the resulting segments shall meet all of the requirements set forth in these Specifications. Where breaks occur, these shall have an overlap of at least four frames to ensure a stereo model of overlap or tie. All photos within a single flight line shall be acquired with the same aerial camera and with the camera oriented in the same direction.
 - 4.3.2 Exposures acquired to replace rejected, damaged, lost, or otherwise destroyed exposures shall fully conform to these Specifications. Replacement exposures shall be acquired with the same aerial camera(s) used to acquire the original exposures and shall be exposed as nearly as possible to the same day and lighting conditions as the original exposures.
- 4.4 Flight Height - Departures from flight heights required to produce the desired photo scale shall not exceed -2% or +5% unless changed by Air Route Traffic Control Centers.
- 4.5 Changes in the course of the aircraft between successive overlapping photographs within a flight line shall not exceed three degrees.

- 4.6 While exposing aerial photography, the camera shall be compensated for crab of the aircraft with a resultant error not exceeding three degrees.
- 4.7 Exposure Overlap - The overlap shall be sufficient to provide full stereoscopic coverage as follows:
- 4.7.1 Endlap - Forward overlap in the line of flight shall average not less than 57% or more than 62% at the mean elevation of the terrain, unless otherwise specified. Individual forward overlaps shall not be less than 55% or more than 68%, except in the situation where a forward overlap in areas of low elevation must exceed 68% to attain the minimum 55% forward overlap in adjacent areas of higher elevation. Wherever there is a change in direction between two flight lines (other than between adjacent parallel flight lines), junction areas between the adjoining flight lines shall be covered stereoscopically by both lines.
- 4.7.2 Sidelap - Any flight line with an exposure having sidelap (overlap of parallel strips of vertical photography) of less than twenty percent or more than forty percent may be rejected. Sidelap, per strip, shall average thirty percent, plus or minus five percent.
- 4.8 The combined effect of aircraft course corrections, crab, and tilt shall result in an apparent crab not greater than five degrees on successive photographs. Apparent crab is defined as the angle between a line joining fiducial marks in the direction of flight and the line between the indicated principal point and the conjugate image of the indicated principal point of the adjacent photograph within the same line of flight.
- 4.9 The tilt within a single frame shall not exceed four degrees nor shall the difference in tilt between two consecutive overlapping frames within a flight line exceed four degrees. The average tilt for all negatives of the same nominal scale shall not exceed one degree.
- 4.10 All film shall be exposed using the fastest shutter speed possible when the aperture is set at its optimum value in consideration of the optical resolution and image motion.
- 4.11 Each roll of aerial film shall have an unexposed leader at least ten frames in length. This unexposed leader will be used to expose a sensitometric wedge before processing. Whenever a roll of aerial film is used in a discontinuous fashion, such as from one day to the next or from a morning flight to an afternoon flight, a spacer at least four frames in length shall be rolled forward just prior to the commencement of taking new photographs.
- 4.12 All film shall be exposed using the fastest shutter speed possible when the aperture is set at its optimum value in consideration of the optical resolution and image motion.

5. Preliminary Checks

- 5.1 Each roll of aerial film shall be processed as soon as possible after it is exposed. Navigation of the flight lines and image quality shall be quick-checked for compliance with these Specifications.
- 5.2 Reflights shall be immediately ordered for the purpose of securing replacement exposures for all frames which fail to meet minimum standards set forth in these specifications, provided ground conditions have not yet terminated the photographic "season".

6. Deliverable Products

Photography shall be taken as early as possible in the flying season once the flight conditions are met. Priorities will be provided to the contractor by the District prior to the date of photography and the contractor shall follow these priorities consistent with local flight conditions and logical flight planning. For projects which will have targeted ground control points, photographic operations must be coordinated with the placing of targets so that a minimum of time will elapse between targeting and photography. Notification shall be sent to the District once a project has been flown. Exposure of the film shall be in accordance with the manufacturer's recommendations and with a goal toward achieving density requirements set forth in paragraph 3.5.3. The negatives shall be clear and sharp in detail, free from light streaks and static marks, and of uniform tone and degree of contrast to permit ground details to show clearly in all scene reflectance, with particular emphasis on pattern recognition in the shadow areas.

6.1 Aerial Film

- 6.1.1 The exposed/processed aerial film should be delivered in accordance with the stipulations of delivery schedule and delivery address.
- 6.1.2 Each processed roll or partial roll of aerial film shall be kept in roll form, on the spool, and in the metal or plastic container supplied by the film manufacturer. Rejected exposures shall be removed. All flights belonging to a project shall be in the **same** container.

6.2 Color and Black and White Contact Prints

The contractor is to furnish three complete sets of 9" x 9" contact color prints of all color flights and one complete set of 9" x 9" contact prints of all black and white flights, unless otherwise specified. Contact prints shall be made on an automatic dodging printer on medium weight resin-coated paper on which ink and pencil can be used on both sides.

- 6.2.1 The photographic emulsion shall be of fine grain and have a suitable light sensitivity range and contrast for the making of prints from the aerial film exposed under this contract. Outdated materials shall not be used.

- 6.2.2 Processing, including exposure, development, fixation, washing, and drying of all photographic materials, shall result in finished photographic prints having a fine grain quality, a normal, uniform density, and such tone and contrast that all photographic details shall show clearly within the dark and light tone areas as well as in areas with intermediate tones. Adequate grades of contact paper and proper laboratory procedures shall be used to achieve the best prints possible. Excessive variance in tone or contrast between adjoining prints shall be cause for rejection.
- 6.2.3 Photographic prints shall be trimmed as specified by the District. When trimmed, always leave the camera fiducial marks, GPS, and other data recorded in the border of each image. Prints showing fiducial marks of inadequate clarity and definition or prints omitting fiducial marks shall be rejected.
- 6.2.4 All prints shall be clear and free from chemical stains, blemishes, uneven spots, air bells, light streaks or fog, and other defects which would, in the opinion of the District, interfere with their intended purpose. Prints shall be delivered to the District in a smooth, flat, and usable condition.
- 6.2.5 Titling and Labeling - All lettering shall be positioned as closely as possible to the inside leading edge of the format of the exposure. The characters used for making the exposures shall be 3/16 inch, drafted or stamped with opaque ink to avoid deformation of the film as to what is manifested with heat embossed titles. The lettering shall clearly show on all copies of the photographs perpendicular to the line of flight, as indicated in the attached "Method of Negative Identification", Exhibit "B".

All material shall be delivered to the following address:

Riverside County Flood Control and Water Conservation District
Photogrammetry Section
1995 Market Street
Riverside, CA 92501
Attn: Keith Ream

Schedule of Delivery - Materials shall be delivered to the District within 30 days after date of aerial photography.

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501

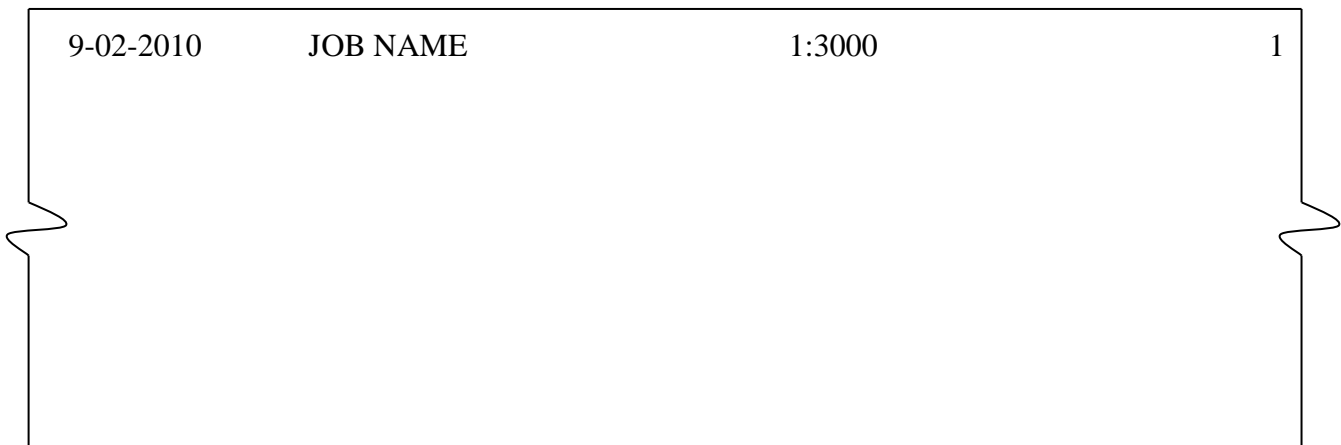
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EXHIBIT "C"

METHOD OF NEGATIVE IDENTIFICATION

FOR 9" x 9" PHOTOS

The exposure numbers shall be consecutive for the entire project. The exposure number shall be in the upper right corner of the photograph printed from each exposure to be read as one looks northerly along the flight line or easterly if lines are east-west. The date of photography shall be in the upper left corner. When labeling the images, the District would like the job name, photo scale, date, and exposure number on the first exposure only. All subsequent exposures should have the date and exposure number only.



SAMPLE I – NOT TO SCALE

INFORMATION ABOVE TO BE NOTED ON FIRST EXPOSURE

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ATTACHMENT A

**RIVERSIDE COUNTY FLOODCONTROL
AND WATER CONSERVATION DISTRICT**

**AERIAL IMAGING AND LIGHT DETECTION AND RANGING (LIDAR) SERVICES
ON-CALL LIST**

STATEMENT OF QUALIFICATION QUESTIONNAIRE

INSTRUCTIONS

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

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

Firm's Legal Name: _____

Firm's Legal Address: _____

(City)

(State)

(Zip)

Principal Telephone No.: _____ Principal Fax No.: _____

Web Address: _____

Firm is (check one): Partnership Sole Proprietorship Other _____

Address from which contract shall be serviced: _____

(City)

(State)

(Zip)

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

Agreement Signatory: _____ Title: _____

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

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

Project Manager: _____ Telephone No.: _____ Ext. ____ Fax No.: _____

Email Address: _____ CA Registration No. (if applicable): _____ Exp.Date
(if applicable): _____ Department of Industrial Relations (DIR) No. _____

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

Contact Person: _____

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

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ATTACHMENT B

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

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

INSURANCE		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<p>By checking "Yes", the respondent is affirming that it has read, is able, and is willing to provide the required insurance as described in Attachment D. The District will request the actual insurance form when a task order is issued.</p> <p>If "No" is selected, the respondent shall attach an explanation. This explanation shall clearly indicate what alternate coverage can be provided and explain what impact the proposed alternate has on the services to be provided.</p>

INDEMNIFICATION		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<p>By checking "Yes", the respondent indicates that it is willing to accept the indemnification requirements as described in Attachment D.</p> <p>If "No" is selected, the respondent shall attach a list of exceptions. This list of exceptions must include suggested rewording/changes, reasons for submitting the proposed exception, and any impact the proposed exception may have on the services to be provided.</p>

SIGNATURE

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

Signature of authorized person preparing this SOQ:

Signature: _____ Date: _____

Printed or Typed Name and Title: _____

ATTACHMENT C

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

SAMPLE
Consulting Services Agreement

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter referred to as "DISTRICT" and "CONSULTANT'S NAME", hereinafter referred to as "CONSULTANT", hereby agree as follows:

1. **PROJECT**

CONSULTANT shall perform professional consulting services in support of DISTRICT'S Surveying and Mapping Division aerial photography and/or LIDAR projects as further described in the following documents:

- (i) "Scope of Work", attached hereto as Attachment A and made a part hereof;
- (ii) "Fee Schedule", attached hereto as Attachment B and made a part hereof;
- (iii) "Schedule of Deliverable Items", attached hereto as Attachment C and made a part hereof;
- (iv) "Project Schedule", attached hereto as Attachment D and made a part hereof.

2. **"ON-CALL" SERVICES**

DISTRICT hereby retains CONSULTANT as an independent contractor to furnish all technical and professional services including expertise, labor, material, equipment, transportation, supervision, and other incidental services to fully perform and complete the consulting services

specified in Attachment A, and CONSULTANT agrees to perform said consulting services within the time limits specified in Attachment D hereto.

3. SCOPE OF CONSULTING SERVICES

All services shall be performed by CONSULTANT on an "as-needed" basis as determined by DISTRICT.

A. Description of Services

Professional consulting services to be performed by CONSULTANT shall consist of aerial imaging services, as further described in the RFQ, associated with DISTRICT'S acquisition of aerial imagery and/or LIDAR data to assist the District in the compilation of engineering mapping at various scales. As directed by DISTRICT, CONSULTANT shall review all pertinent documents and data associated with a specific case including but not limited to the flight plan and flight request transmittal.

B. INTENTIONALLY LEFT BLANK

C. INTENTIONALLY LEFT BLANK

D. INTENTIONALLY LEFT BLANK

E. Control Surveys

Unless otherwise specified herein, DISTRICT shall provide primary survey control monuments including both horizontal (California Coordinate System) and vertical control positions.

F. INTENTIONALLY LEFT BLANK

4. TIME FOR PERFORMANCE

CONSULTANT agrees that it will diligently and responsibly pursue the performance of work and services in accordance with the Project Schedule set forth in the flight request

transmittal. The term of this Agreement shall be for three (3) years from the date it is approved by DISTRICT'S General Manager-Chief Engineer. CONSULTANT shall not commence performance of any work or services, for any reason whatsoever, until DISTRICT has provided CONSULTANT with written Notice to Proceed authorizing CONSULTANT to initiate work pursuant this Agreement. No payment will be made for any work or services performed prior to the issuance of said Notice to Proceed.

5. ASSISTANCE BY DISTRICT

DISTRICT shall assign a staff Land Surveyor to coordinate with CONSULTANT in connection with any work assigned under this Agreement.

6. INTENTIONALLY LEFT BLANK

7. CONSULTANT'S COMPENSATION

CONSULTANT compensation and payment shall be for actual services provided in an amount not to exceed _____ (\$_____). All billings shall be in accordance with CONSULTANT'S "Scope of Work" (Attachment A hereto) and "Fee Schedule" (Attachment B hereto) and made a part hereof. CONSULTANT shall invoice DISTRICT on a deliverables basis as noted in Attachment C ("Schedule of Deliverables Items").

Upon satisfactory performance of the services as set forth herein, DISTRICT shall make payments to CONSULTANT within thirty (30) days of receipt of appropriate invoice(s) from CONSULTANT. CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be made available for inspection by DISTRICT to verify CONSULTANT'S invoices. All invoices shall itemize charges to conform with the portion(s) of work and estimated costs as set forth in Attachment C.

8. LICENSES

CONSULTANT, its employees, agents, contractors, and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under the Agreement.

9. CONFLICT OF INTEREST

CONSULTANT hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, DISTRICT has the right to annul this Agreement without liability, pay only for the value of the work actually performed or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingency fee. CONSULTANT may be requested to complete a Conflict of Interest Statement prior to, during or after execution of this Agreement. CONSULTANT understands and agrees that, as a condition of this Agreement, CONSULTANT shall complete a Conflict of Interest Statement when requested to do so by DISTRICT.

10. SUBCONTRACTS

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 authorization by the DISTRICT.

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

11. REQUIRED 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 coverages during the term of this Agreement:

Workers' Compensation:

If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and, if applicable, to provide a Borrowed Servant/Alternate Employer endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, special district, their respective directors,

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officers, Board of Supervisors, elected officials, employees, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$1,000,000.00 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.

Vehicle Liability:

If CONSULTANT'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000.00 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. If CONSULTANT does not own vehicles, CONSULTANT shall maintain coverage for non-owned or hired vehicles in an amount not less than \$1,000,000.00 per occurrence combined single limit. Such non-owned or hired coverage may be included on the Commercial General Liability policy. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as additional insureds.

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 \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims

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made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1); 2); or 3) will continue for a period of three (3) years beyond the termination of this Agreement.

Insurance Requirements for Aviation Services Including Unmanned Aircraft's (Drones)

Coverage shall be at least as broad as:

Aviation Liability Insurance on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This coverage may also be provided by endorsement to a Commercial General Liability policy. In that event then:

Commercial General Liability: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the Owner/Operator maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage

and/or higher limits maintained by the Owner/Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for the specific insurer and only for one policy term.
- b. CONSULTANT'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000.00 per occurrence, such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to DISTRICT, at the election of the County's Risk Manager, CONSULTANT'S carriers shall either 1) reduce or eliminate such deductibles or self-insured retentions with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs, and expenses.
- c. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT 1) a properly executed original certificate(s) of insurance and original certified copies of endorsements effecting coverage as required herein; or 2) if requested to do so

orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant that the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to DISTRICT prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or original certified policies, including all endorsements and attachments thereto, evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

CONSULTANT shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

- d. It is understood and agreed by the parties hereto and CONSULTANT'S insurance company(s) that the certificate(s) of insurance and policies shall so covenant and 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.

- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.
- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- h. 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

CONSULTANT shall indemnify and hold harmless the County of Riverside, its Agencies, District, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representative from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement including, but not limited to, property damage, bodily injury or death, or any other

element of any kind or nature whatsoever arising from the performance of CONSULTANT, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONSULTANT shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the County of Riverside, Special Districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives in any claim or action based upon such alleged acts or omissions.

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

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

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the DISTRICT herein from thirty party claims.

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

13. WORK PRODUCT

All calculations, the plans, designs, estimates, specifications, computer files, maps, field notes, reports, or other materials produced by CONSULTANT in the performance of the services described herein shall become and remain the sole property of DISTRICT.

14. INDEPENDENT CONTRACTOR; NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT.

This is not an exclusive agreement between DISTRICT and CONSULTANT; and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

15. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, or other data and information which is designated confidential by DISTRICT and subsequently made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third parties and shall be protected by CONSULTANT from unauthorized use and disclosure. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT'S subcontractors as anticipated by this Agreement.

CONSULTANT shall not issue any news release or public relations item regarding designated confidential information or CONSULTANT'S work under this Agreement without prior review of the contents and written approval by DISTRICT.

These same requirements shall be applicable to any of CONSULTANT'S subcontractors.

CONSULTANT shall include the requirements stated in this section in the agreement with any of its subcontractors.

16. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others it may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, medical condition, marital status, or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, DISTRICT shall impose such Agreement sanctions as it determines to be appropriate including, but not limited to:

- A. Withholding of payments to CONSULTANT under the Agreement until CONSULTANT complies;
- B. Cancellation, termination, or suspension of the Agreement in whole or in part.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

17. ASSIGNMENT

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

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

19. 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 of 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 stopping DISTRICT from enforcement hereof.

20. MODIFICATIONS

This Agreement may be amended or modified only by mutual written agreement of the parties. No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein will be binding on any of the parties hereto.

21. RECORD RETENTION/AUDITS

Upon completion of each assignment, as determined by DISTRICT, CONSULTANT shall deliver all work products to DISTRICT for retention. CONSULTANT shall be relieved of its records retention requirements three years after expiration of the term of this Agreement or completion of any audit commenced within the three year period.

22. TERMINATION

This Agreement may be terminated by either CONSULTANT or DISTRICT upon written notice to the other party in the event of substantial failure of performance by the other party.

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Riverside, CA 92501

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DISTRICT may terminate this Agreement at any time should CONSULTANT fail to perform the work as required. In the event of such termination, CONSULTANT shall be paid for work completed and delivered to DISTRICT in a timely and successful manner after receipt of notification and DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

DISTRICT also reserves the right to terminate this Agreement at DISTRICT'S sole discretion and without cause upon fourteen (14) calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT is entitled to payment (in accordance with the rates set forth on Attachment B) for all services performed in accordance with this Agreement up to and including the date written notice of Agreement termination is received by CONSULTANT. In the event of termination of this Agreement, upon demand, CONSULTANT shall immediately deliver to DISTRICT all notes, studies, reports, plans, drawings, and all other materials and documents prepared by CONSULTANT or provided by DISTRICT pursuant to this Agreement. All such documents and materials shall be the property of DISTRICT.

23. NOTICES

Any notices sent or required to be sent to either party shall be mailed to the following addresses:

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

24. 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

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entitled to payment for work already completed in accordance with the rates set forth on Attachment B.

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

_____.

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

By _____
JASON E. UHLEY
General Manager-Chief Engineer

NAME OF COMPANY

By _____

Printed Name

Title

Area Code/Telephone Number

LIDAR Consulting Services Agreement
Date
Initials