

Request For Qualifications (RFQ) for On-Call Environmental/Regulatory Support and Ancillary Professional Services

1. OPPORTUNITY:

The Riverside County Flood Control and Water Conservation District (District) is seeking qualified firms to provide professional environmental and regulatory services in support of its capital improvement and maintenance projects on an as-needed basis. Qualified firms will demonstrate substantive professional and technical expertise in providing environmental and regulatory support services to public agency clients in addressing applicable Federal, State and local regulations and compliance programs.

The District is requesting qualifications from firms with established expertise in one or more of the following service areas:

- Cultural and/or paleontological resources assessment;
- Biological resources assessment;
- Hazardous waste sites and soil contamination assessment;
- California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) compliance;
- Biological, cultural and/or paleontological resources construction monitoring;
- Regulatory permitting (CDFG 1602, COE 404, CWA 401, etc.);
- Habitat Mitigation/Restoration and Monitoring Plans (HMMP);
- Federal Endangered Species Act (FESA) and California Endangered Species Act (CESA) compliance; and
- Compliance with habitat conservation plans.

More specific examples of the services that may be requested are identified in Section 4. SCOPE OF SERVICES, below.

This procurement process shall be in accordance with the provisions of the County of Riverside Board of Supervisors Policy No. H-7 (Policy), a copy of which is attached hereto. In case of any conflict between the provisions of this RFQ and the Policy, the provisions of the Policy shall prevail. Following is a general outline of the process.

A list of pre-qualified firms will be submitted to the District's Board of Supervisors (BOS) for approval. Following BOS approval, the District may, at its discretion, request one or more pre-qualified firms to provide a Scope of Work, Cost Proposal and Schedule for a specific project, services or task. The Scope of Work, Cost Proposal and Schedule will provide the basis for a negotiated Professional Services Agreement.

The District anticipates awarding contracts to a number of pre-qualified firms on an "on call" or "as needed" basis; however, the District reserves the right to cancel the procurement process at anytime. Other County of Riverside entities (Authorized Entities) may also request services as described in Section 3. (Additional Authorized Entities).

2. THE SPONSOR:

The District is the principal sponsor for this RFQ. The District will execute all necessary contracts to support all project(s), service(s) and/or task(s) requested by the District and direct and manage same. The District will also be responsible for payment of the District requested project(s), service(s) and/or task(s).

3. ADDITIONAL AUTHORIZED ENTITIES

Pursuant to the Policy, the District along with the following County entities are deemed Authorized Entities: Riverside County Regional Park and Open-Space District, Economic Development Agency (EDA), Transportation and Land Management Agency (TLMA), Housing Authority, Redevelopment Agency, and Waste Management Department. These additional Authorized Entities may also request services from firms appearing on the BOS approved Pre-Qualified List (PQL). Any additional Authorized Entity that requests services shall also be responsible for contracting, administering and payment for the projects, services or tasks requested by that Authorized Entity.

4. SCOPE OF SERVICES:

The District is seeking qualified firms to provide on-call professional services related to various local, State and Federal environmental and regulatory permitting programs. The variable environmental/regulatory compliance and technical support needs of the District will determine the specific nature and extent of the professional services required. Examples of support services requested by the District may include, but are not limited to, one or more of the following tasks:

1. Prepare a Cultural Resources Report that addresses all potential issues related to archaeological, traditional and built environment resources in accordance with applicable Federal, State and local laws and regulations regarding cultural resources in the environmental review and/or regulatory permitting process including, but not limited to Section 106 of the National Historic Preservation Act.
2. Prepare a Paleontological Resources assessment that addresses all potential issues related to paleontological resources in accordance with applicable Federal, State and local laws and regulations in the environmental review and/or regulatory permitting process.
3. Prepare a Biological Resources Assessment that addresses all potential biological issues and concerns for the project area, including, but not limited to:
 - Reconnaissance surveys, habitat assessments, and focused surveys for sensitive or listed plant and wildlife species; and
 - Federal and State Jurisdictional Area Delineation; and
 - Designated Critical Habitat Areas (FESA); and

- Applicable Habitat Conservation Plans (i.e. Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Coachella Valley MSHCP and Tribal Habitat Conservation Plan) consistency assessment.
4. Prepare a Jurisdictional Area Delineation Report and Impact Analysis, including significant nexus evaluation, that addresses all potential issues related to "Waters of the U.S." and wetlands (Clean Water Act), "Waters of the State" and wetlands (Porter-Cologne Water Quality Control Act), and areas under the jurisdiction of the California Department of Fish and Game Code (Section 1600 et seq.).
 5. Prepare a native Habitat Mitigation/Restoration and Monitoring Plan (HMMP).
 6. Implement a HMMP.
 7. Prepare a Biological Assessment in accordance with FESA.
 8. Prepare as appropriate a separate or joint CEQA Initial Study and/or NEPA Environmental Assessment, if applicable, including but not limited to technical appendices, exhibits, and mitigation and monitoring plan to determine if the project may have a significant impact on the environment.
 9. Prepare as appropriate a CEQA Mitigated Negative Declaration or Notice of Preparation.
 10. Prepare as appropriate a separate or joint CEQA Draft Environmental Impact Report (DEIR)/Final Environmental Impact Report (FEIR) and/or NEPA Draft Environmental Impact Statement (DEIS)/Final Environmental Impact Statement (FEIS) including, but not limited to technical appendices, exhibits, mitigation and monitoring plan to avoid or reduce potentially significant adverse impacts.
 11. Prepare written responses to comments received during the CEQA and/or NEPA process.
 12. Make presentations as needed to the public, government agencies, or others related to project review and its associated environmental documents.
 13. Participate in public hearings and meetings as necessary.
 14. Provide technical assistance and participate in permit negotiation as needed for the District to secure all necessary regulatory permits (e.g. FESA/CESA Incidental Take Permit, Department of Fish and Game Consistency Determination, Section 404 Individual/Nationwide Permit, 401 Water Quality Certification, 1602 Streambed Alteration Agreement, Waste Discharge Requirements, etc.) for flood control projects.
 15. Conduct protocol level pre-construction surveys and provide written reports summarizing survey results.
 16. Provide biological monitoring services.
 17. Provide cultural and/or paleontological resources monitoring services.

18. Prepare a MSHCP/HCP consistency assessment that demonstrates project compliance with all applicable provisions of the appropriate habitat conservation plans (i.e. Western Riverside County MSHCP, Coachella Valley MSHCP and Tribal HCP).

5. EXPERIENCE AND EXPERTISE

Firms responding to this RFQ should have demonstrable experience and expertise in one or more of the following subject areas:

- The Federal Clean Water Act (CWA);
- The Federal Endangered Species Act (FESA);
- California Environmental Quality Act (CEQA);
- National Environmental Policy Act (NEPA);
- The Migratory Bird Treaty Act;
- The California Clean Air Act;
- Porter-Cologne Water Quality Control Act;
- Section 106 of the National Historic Preservation Act;
- California Fish and Game Code (Section 1600 et seq.)
- California Endangered Species Act (CESA); and
- Riverside County Multiple Species Habitat Conservation Plans and Tribal Habitat Conservation Plan.

Such expertise and experience shall also include a high-level working knowledge of the legal, regulatory and administrative processes of all applicable Federal, State and local agencies including but not limited to, the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, Environmental Protection Agency, State Water Resources Control Board, Regional Water Quality Control Boards, California Department of Fish and Game, and Western Riverside County Regional Conservation Authority (RCA) in association with the above subject areas. Qualified firms must also demonstrate through past experience the ability to provide high quality professional services on time and within established project budgets, with minimal direction, supervision and assistance from their clients.

6. COST ASSOCIATED WITH RFQ PROCESS:

Respondents to this RFQ will be solely responsible for all expenses incurred during the RFQ process.

7. SELECTION PROCESS:

The elements and sequence of this qualification based selection process is as follows:

- Issuance of this RFQ to prospective firms.
- Submittal of Statement of Qualifications (SOQ) package from firms to District.
- Evaluation of SOQ by District.
- Placement of selected firms on tentative PQL by the District.
- Approval of PQL by District Board of Supervisors (BOS).
- Selection by District of pre-qualified firm(s) on BOS approved PQL for negotiation of a Scope of Work, Cost Proposal and Schedule for specific tasks or on-call services on an as-needed basis.
- District approval or rejection of firm(s) Scope of Work, Cost Proposal and Schedule.
- Recommend to the District General Manager-Chief Engineer (GM-CE) for consideration and approval of a Professional Services Agreement for approved Scope of Work, Cost Proposal and Schedule for the Task Order.
- Renewal of the PQL every 3 years

A committee comprised of District and/or other Authorized Entity personnel will evaluate qualifications. Selected firms may be asked to appear for interviews. The committee will make a recommendation for selection based on qualifications, relevant experiences, availability of key qualified personnel, work quality assurance/control, demonstrated competence and technical response to the RFQ. When the GM-CE approves the recommendation, the selected firms will be put on a tentative PQL for environmental/regulatory support and ancillary professional services. A tentative PQL will be submitted to the BOS for consideration and approval. Once the PQL list is approved, the District, or any other "Authorized Entity" as defined by the Policy, may enter into an agreement with any firm on the approved PQL.

Selection to be on the approved PQL for services does not obligate the District or any other Authorized Entity to enter into an agreement with any of the pre-qualified firms. It is, however, the intent of the District to enter into Agreement(s) with one or more firms for services described herein. The selected firms may be invited to submit proposals for services as requested by the District or other Authorized Entity. The District and Authorized Entities reserve the sole right to enter into contract negotiations with any one of the firms for a specific project assignment or on-call services.

8. SELECTION CRITERIA

All responses to this RFQ shall become the property of the District.

A committee comprised of District and/or Authorized Entity personnel will evaluate all submitted SOQ and establish a list of pre-qualified firms. The committee will make a recommendation for selection based on the qualifications, relevant experiences, availability of key qualified personnel, work quality assurance/quality control, demonstrated competence and technical expertise of the respective firms.

The District reserves the sole right to judge the firms' representations, either written or oral. The District may make onsite inspections of prospective firms current jobs or request copies of recent related work products.

The District may, at its option, invite one or more prospective firms to make a presentation to an evaluation committee before a final determination is made.

Evaluation Criteria:

The committee will rank the firms based upon professional experience, qualifications in the work to be performed, including relative project experience, demonstrated expertise, availability of key qualified personnel, work quality assurance/quality control, excellence in cost control and scheduling, relative location of firm to Riverside County, volume of recent and current work, ability to perform the work within the established timeframe and budget and any other criteria the District may deem appropriate to the type of projects that will be considered over the length of the service. The evaluation criteria to be used in the selection process will include, but are not limited to, the following:

1. Firms will be evaluated separately as to each area based on the following:

a. Past Performance

Reference Information - Prospective firms shall provide a minimum of three (3) current and/or prior references with related experience in the performance of similar efforts, demonstrating expertise in one or more of the required service areas that will be checked by the District. **Each reference shall include a current point of contact and phone number.**

b. Qualifications

Demonstrated ability to perform the services as identified in Section 4, "Scope of Services". The evaluation of the prospective firms' capability shall include a review of information about the firms' experience, financial strength, organization, availability, credentials and involvement of key personnel, training, work quality assurance/quality control, workload management, excellence, certification, and other relevant information. The firm will provide a sample of previous work, a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including but not limited to permits, licenses, training certifications of professional and non-professional personnel as applicable.

Preference will be given to firms who demonstrate substantive experience and expertise in dealing with one or more of the following service areas:

- Cultural and paleontological resource assessment;
- Biological resources assessment;
- CEQA/NEPA compliance;

- Biological resources monitoring;
- Cultural and paleontological resources monitoring;
- Regulatory permitting;
- Habitat Mitigation/Restoration and Monitoring Plans (HMMP); and
- Compliance with Riverside County and Tribal Habitat Conservation Plans.

9. ANTICIPATED SELECTION PROCESS SCHEDULE:

- Release of RFQ to consultants – **August 25, 2008**
- Consultant’s response/qualification package to be delivered to Sponsor – **September 29, 2008**
- Consultant interviews and fee negotiations – If necessary, upon notice
- Consultant selection and contract award – Upon notice

10. RFQ SUBMITTAL REQUIREMENTS:

All submittals and inquiries to the RFQ shall be submitted in writing to:

Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
Attention: Kris Flanigan, P.E.
Senior Civil Engineer

All inquiries concerning this RFQ must be received in the District office by **September 8, 2008 at 5:00 p.m.** The District's date-time stamp will serve as the determining factor on time of receipt of any inquiries. The District will fax or email all inquiries along with the responses to all firms receiving RFQ documents. If there is any revision to the RFQ, an addendum will be issued and made available to all firms receiving RFQ documents.

Respondents shall submit four (4) copies of their cover letter and Statement of Qualifications (SOQ) to the District by **September 29, 2008 at 4:30 p.m.** Submittals should clearly define your firm’s primary project team, their background and experience, and contain a listing of pertinent projects (including financial information) worked on with references for same, and current project information. The SOQ shall be brief and concise, containing no more than 40 pages of material (excluding front and back covers). The Statement should be formatted to include the following:

1. List of proposed personnel and their qualifications;
2. An organizational chart;
3. A description of relevant services which your firm performs;
4. Provide a minimum of three (3) current and/or prior references with related experience in the performance of similar efforts, demonstrating expertise in one or more of the required service areas. The client list shall include project name,

owner, name of primary/current point of contact with phone number, contract amount and whether the contract was completed on time and within established budget;

5. For each service area identified in "8. Qualifications" above, the firm shall summarize relevant experience addressing the service area, including:
 - Specific experience dealing with the service area,
 - Specific experience dealing within the service area within Riverside County, or dealing with state and federal agencies regulating Riverside County,
 - Qualifications and locations of any key personnel who may be called upon to assist with addressing a Task Order related to that service area,
 - Expected availability of key personnel to address future Task Orders.

If a firm does not wish to be considered for work under a given service area, they should indicate the service area as "not applicable". Noting a particular service area as "not applicable" will not preclude the firm from being considered for inclusion on the approved PQL;

6. Provide example of cost control and scheduling measures typically used by the firm in support of services similar to or identified in Section 4; and
7. A written acknowledgment that the firm has reviewed and is willing to accept the District's indemnification and minimum insurance requirements. These requirements are set forth on Exhibit 'A', "Required Insurance and Indemnification Requirements", attached hereto and made a part hereof.

11. CONFLICT OF INTEREST:

Prospective firms shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the District.

This obligation shall apply to each firms' employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein.

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

12. EVALUATION PROCESS:

Each SOQ will be given thorough review. Any actions that are viewed as attempts to affect the decision making process may result in disqualification of the prospective firm. At the option of the District, selected firms may be selected for interviews to clarify their respective qualifications. All evaluation materials will be considered confidential and shall not be released by the District.

13. CONTRACT DEVELOPMENT:

Once the PQL has been approved by the District Board of Supervisors, the Authorized Entities reserve the sole right to select any one of the pre-qualified firms for contract negotiations for specific project assignment(s) or on-call services. In turn, the selected firm will prepare and submit to the requesting Authorized Entity, a Scope of Work, Cost Proposal and Schedule addressing the requested services. The Scope of Work, Cost Proposal and Schedule will be used as the starting point for negotiating a contract for approval by the requesting Authorized Entity manager (e.g., District's General Manager-Chief Engineer). If a negotiated contract, acceptable to the requesting Authorized Entity, cannot be reached in a reasonable period of time, then the Authorized Entity will cease negotiation with the selected firm and proceed to negotiate with another firm from the PQL. This process will be repeated, if necessary, until a contract, acceptable to the Authorized Entity, is negotiated.

For on-call services, the contract with each firm will provide a defined yearly budget to be drawn down against as services are requested and performed. For specific project assignments, the contract with each firm may be based on time and materials, tasks, or other methods agreeable to the firm and the Authorized Entity based on the needs of the Authorized Entity. The term of the initial contract shall not exceed one calendar year. By mutual agreement, the initial contract may be renewed, in one-year increments, for additional two years. The decision to extend the term of any firm's contract will be based on an evaluation of the environmental/regulatory support and ancillary professional services previously rendered to the Authorized Entities and any other considerations the Authorized Entity deems appropriate.

The performance of firms on the PQL shall be reviewed annually or at the conclusion of a contract, whichever comes first, to determine whether the firm shall remain on the PQL. Authorized Entity Department Directors may remove firms from the PQL at their sole discretion based on performance or changed business conditions.

If a proposed scope of work, cost proposal, and schedule is accepted, the requesting Authorized Entity intends to enter into a contractual agreement with the selected firm. Bidder must be amendable to inclusion, in a contract, of any information provided either herein or in response to this RFQ, or developed subsequently during the project(s), service(s) and/or task order(s) negotiation process.

The firms shall coordinate all aspects of compliance with a project(s), service(s) and/or task order(s) with the Authorized Entity. Any correspondence with outside agencies must be facilitated through the Authorized Entity. The firms shall also submit all reports, studies, environmental and regulatory compliance documents and plans to the Authorized Entity for review and approval prior to printing and/or final submittal to any outside agencies.

The firms shall furnish all labor, materials, tools, equipment and incidentals necessary for completing assigned task orders. The firms shall complete assigned task orders in accordance with any applicable regulations.

14. CANCELLATION OF PROCUREMENT PROCESS:

This procurement process may be canceled by the District prior to the award of any contract if the District determines that such cancellation is in the best interest of the District for reasons including but not limited to:

1. Any material misrepresentation made in a firm's SOQ.
2. The District determines services are no longer required.
3. The District determines, after analysis of the proposals, that its needs can be satisfied through a less expensive method.

This RFQ does not commit the District or any other Authorized Entity to award a contract or to pay any cost incurred in the preparation of an SOQ in response to this RFQ. The District reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this RFQ.

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Policy:

This policy provides specific guidance in selecting contracted Professional Facilities Services within cost and time constraints, to foster innovations in construction, provide economic opportunity for Riverside County firms, solicit expertise outside the County where it is advantageous to the County's interest, and award public contracts at fair and reasonable prices. The County shall strive for optimal results in capital outlay projects through careful selection of appropriately licensed and/or certified Professional Facilities Services. This policy is an exception to Board Policy A-18. With respect to policy H-7, Professional Facilities Services, as herein described, shall include contracted support services in: Architecture, Landscape Architecture, Structural and Civil Engineering, Geotechnical Analysis, Handicapped Accessibility Design, Energy Conservation, Construction Project Management and/or Engineering, Environmental Assessment Services, Regulatory Compliance Services and those Real Estate consulting services related to the development, purchase, sale or leasing of real property. H-7 does not cover direct performance of construction or repair activities.

It is the intent of this policy to implement and/or be consistent with the provisions of Board Policy B-11 "Award of Public Works Contracts Pertaining to County Facilities", Board Policy B-22 "Capital Improvement Program" and California Government Code Section 4526. California Government Code Section 4526 requires that Professional Facilities Services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the County, and prohibits practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of California Government Code Section 87100.

The director of Facilities Management is an officer of the county reporting to the County Executive Officer. This position serves as the designated building official for County owned facilities and has the responsibility to support and assist other County departments, agencies and districts by administering the selection of professional facilities services on behalf of County departments. Other departments, agencies and districts, herein called "Authorized Entities", and with the exclusion of office construction or expansion, may procure professional facilities services pursuant to this policy as it relates to their specialized County mission. In addition to Facilities Management, the

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Authorized Entities are: Regional Park and Open-Space District, Economic Development Agency (EDA), Flood Control, Transportation and Land Management Agency (TLMA),

Housing Authority, Redevelopment Agency, and Waste Management. These entities may also contract with Facilities Management for these services.

- I. Pre-Approvals. Before negotiations can be initiated for professional services for proposed new buildings and major renovations, the scope and magnitude of cost for the project must be reviewed and approved by the County's Capital Improvement Program (CIP) Team, and an "In-Principle Approval" of the project obtained from the Board of Supervisors (Reference: Board Policy B-22, Capital Improvement Program). In addition, an "In-Principle Approval" from the Board is required as well for real estate leases which exceed the authority of the Director of Facilities Management prior to beginning the search and negotiation process.
- II. The following Professional Facilities Services selection procedures shall apply to all County departments, agencies and special districts created by the County. For environmental assessment services tied to the California Environmental Quality Act (CEQA) or similar County regulations, the County Planning Department shall maintain a list of qualified consultants, and be notified of environmental assessments prepared by other departments, agencies and districts within the County.
 - A. Architectural, Engineering, Geotechnical Services, Construction Project Management, Real Estate, Environmental Assessment and Regulatory Compliance Services – professional services fees over \$100,000.
 1. Public notice of the Request for Qualification/Proposal (RFQ/RFP) will be given for each new project. Such notice will include publication in a newspaper of general circulation within the County and may also be posted on the County web site. Direct requests to known professional service providers may also be made.
 2. For each new project the Authorized Entity Director or designee shall appoint a Selection Committee consisting of at least three County employees knowledgeable in the field of work solicited by the Request for Qualifications/Proposals (RFQ/RFP) to review the written information submitted in response to the RFQ/RFP. Following review of written submission, the Selection Committee may also conduct interviews of

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qualified firms being considered for specific projects if determined appropriate.

3. The Selection Committee will review each firm's comparative qualifications and rank the firms based on their written response to the RFQ, in accordance with California Government Code 4526 using a two step process. The Committee will combine the rankings from written RFP/Q proposal with the rankings from oral interview with the selection committee to develop the final ranking. A minimum of three firms should be chosen for interviews. The Selection Committee will recommend selection of the most qualified firm based upon professional experience, qualifications in the work to be performed, including relative comparable experience, past experience in the County, demonstrated professional excellence, availability, capability and involvement of key personnel, excellence in cost control and scheduling, relative location of firm to project site, volume of recent and current work for the County, ability to perform the work within the established timeframe and any other criteria appropriate to specific project conditions.
4. When the Selection Committee recommendation is approved by the Authorized Entity Director, or designee, one of the following methods shall be used to make a final selection:

Alternative 1). The highest ranked firm will be invited to negotiate fees for the Scope of Services. If such negotiations are not successful, the Authorized Entity Director may negotiate with the next most highly ranked firm or may reopen the RFP/RFQ process. The fees for such services will be negotiated in accordance with procedures set forth by the American Society of Civil Engineers (ASCE) or in the American Institute of Architects (AIA) Manual on Practice where such processes are appropriate. All negotiations shall be in conformance to the Government Code.

Alternative 2). If the top three (3) firms are equally qualified, the Entity may request bid proposals from all three of those firms and base selection on the most competitive bid.

- B. Architectural, Engineering, Geotechnical, Construction Project Management, Environmental Assessment and Regulatory Compliance Services – fees under \$100,000 in any calendar year.

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For Professional Facilities Services under \$100,000, a group of pre-qualified firms may be established by authorized Entities. Public notice for selection of this group will be given. Such notice will include publication in a newspaper of general circulation within the County and may also be posted on the County web site. Direct requests to known professional service providers may also be made. The pre-qualified group shall have a valid term of up to three years. The selection procedure will reoccur at least every three years to allow all interested firms to participate. Additional firms may be added to the pre-qualified list as needed using the same processes as used initially. The three-year period allows authorized departments to have a reliable core of firms ready to provide Professional Facilities Services without the use of project specific RFP/RFQ's. Fees will be negotiated with a single firm selected from the Pre-qualified list of venders for the project services required. Performance of the firms on the qualified list shall be reviewed at the end of each project, but at least annually to determine whether the firm shall remain on the list. Authorized department directors may remove pre-qualified firms at their sole discretion based on performance or changed business conditions. The qualifications of the pre-qualified group will be based on the following election process:

1. Each authorized department's director or designee shall appoint a Selection Committee consisting of at least three County employees knowledgeable in the field of work solicited by the RFQ/RFP for the information submitted in response to the Request for Qualifications (RFQ). The Committee will conduct interviews of qualified firms for consideration.
2. The Committee will review each firm's comparative qualifications and determine if they meet minimum standards based on their response to the RFQ, in accordance with California Government Code 4526. A minimum of three firms should be chosen for interviews. The Committee will combine the rankings from the written proposal with the rankings from the oral interviews to develop the list. The committee will rank the firms based upon professional experience, qualifications in the work to be performed, including relative project experience, demonstrated design excellence, capability and involvement of key personnel, excellence in cost control and scheduling, relative location of firm to project site, volume of recent and current work for the County, ability to perform the work within the established timeframe and any other criteria appropriate to the general type

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of projects that will be considered over the length of the service. At a minimum the top three ranked firms will be selected as the approved qualified group. All selected firms shall be provided with written notice of their selection.

3. Following the above selection procedures, Authorized Entities must collectively or independently seek Board of Supervisor approval for their selected pool of firms. Fees for specific tasks may then be negotiated with any of the firms on the qualified list as projects become available. Fees for individual projects must be less than \$100,000 with a cap of \$100,000 during any fiscal year. Firms will be retained on an as needed basis for the negotiated services including, but not limited to, agreement on the scope of work, terms, conditions, and fees.
 4. For environmental assessment services, excluding hazardous materials assessments routinely performed as part of real estate acquisition or disposal (Phase I, Phase II), the County Planning Department shall maintain a pre-qualified list of consultants and shall be notified of environmental assessments and/or environmental impact reports prepared by other County departments, agencies and districts.
 5. Each authorized Entity Director will have the authority to sign contracts for amounts up to \$2,500, except where additional authority level was delegated by separate Board action, subject to approval as to form by County Counsel. Signed contracts shall then be submitted to the respective purchasing agent/fiscal staff to process a Purchase Order. The Purchase Request should specifically indicate that the selection and negotiation procedures of this Board Policy have been followed.
- C. Real Estate Related Services – Real Estate Consulting Services include by illustration: appraisal work, condemnation actions, space planning, land surveys, hazardous materials studies and remediation and record reviews, relocation assistance, real estate legal services, title reviews, title insurance, escrow services, project management and market and feasibility studies. Proposals shall be obtained from qualified providers for the work to be performed based on professional experience and qualifications for the nature of the work and ability to perform. Fees will be established through negotiations for each prospective project. If requested by an Authorized Entity, the Department of Facilities Management will make the selection and negotiate

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the terms of the Services Contract for the department, subject to each Entity's approval. To facilitate the procurement of real estate related services, the Authorized Entities will proceed as follows:

1. Quotations will be obtained from qualified service providers listing their professional experience, qualifications, and ability to perform.
2. The authorized Entities will select and establish a list of service providers based on criteria set forth above. Entities shall be allowed to contract with these service providers under said contract with negotiated fees for an amount not to exceed \$100,000 per project, during any fiscal year. The authorized Entities shall review the qualifications of the selected service providers once a year and make changes as necessary.
3. Should an authorized Entity exceed the \$100,000 limit for a project during the contractual period, or should the above list created by the authorized Entity not provide the expertise needed for the project, the selection procedures and negotiations listed above in II.C. will be adhered to, and the authorized Entity shall then proceed with the following procedures:
 - a. For provider services contracts over the amount of \$100,000, authorized Entities will submit a provider services contract, approved as to form by County Counsel, with Form 11 to the Board for approval.
 - b. For provider services contracts between \$25,000 and \$100,000, the authorized Entity Director will submit a purchase request with the consultant's signed contract, approved as to form by County Counsel, to the Purchasing Department for approval and processing. The purchase request should specifically indicate that the selection and negotiation procedures of this Board Policy have been followed.
 - c. For provider services contracts from \$2,500 to \$25,000, the authorized Entity Director will submit a purchase request with the consultant's signed contract, approved as to form by County Counsel, and will submit to the respective purchasing agent/fiscal staff to process a Purchase Order through the Purchasing Department. The Purchase Request should specifically indicate that

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the selection and negotiation procedures of this Board Policy have been followed.

- d. Each authorized Entity Director will have the authority to sign contracts for amounts up to \$2,500, except where additional authority level was delegated by separate Board action, subject to approval as to form by County Counsel. Signed contracts shall then be submitted to the respective purchasing agent/fiscal staff to process a Purchase Order. The Purchase Request should specifically indicate that the selection and negotiation procedures of this Board Policy have been followed.
- III. Documentation – Documentation related to the selection process, fee negotiations and management of the consultant contract will be maintained by the initiating department for five years after completion of the performance period. Documentation should be sufficient to provide clear indication of why a firm was selected and on what basis the fee was established.
- A. Following consultant selection and fee negotiations as prescribed above, the department will proceed as follows:
1. Submit a Form 11 with contract, approved as to form by County Counsel, to the Board of Supervisors or the appropriate agency board for approval.
 2. For Professional Facilities Services Agreements (PSAs)/Contracts of \$100,000 or less, the authorized Entity Director may choose to direct the award through the County Purchasing Department in lieu of Board approval. If that option is chosen, a Purchase Request with contract, approved as to form by County Counsel, will be submitted to the Purchasing Department. The Purchasing Request should specifically indicate that the selection and negotiation procedures of this Board Policy have been followed.
 3. For Item II.B. above, the authorized Entity Director shall submit individual Form 11s to the Board of Supervisors for approval of each qualified group of professional service providers.

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IV. This policy will not apply to contracts covered under other County, state or federal policies, regulations, or Board Ordinances.

Reference:

Minute Order 6.7 of 03/21/78
Minute Order 6.5 of 11/03/81
Minute Order 3.20 of 07/11/89
Minute Order 3.11 of 11/30/04
Minute Order 3.4 of 12/18/07

**New Standard Language for the Required Insurance and Hold Harmless/Indemnification
Paragraphs for Consulting Services Agreements**

9. REQUIRED INSURANCE

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the 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 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 districts, their respective directors, 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 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 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 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 o liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such

insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage) or; 2) Prior Dates Coverage from a new insurer with a 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.

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 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 the 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 the CONSULTANT'S insurance company(s), that the certificate(s) of insurance and policies shall so covenant and shall be construed as primary insurance, and the 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 the 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.
10. HOLD HARMLESS/INDEMNIFICATION – CONSULTANT shall indemnify and hold harmless DISTRICT (including its directors, officers, Board of Supervisors, elected and

appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONSULTANT'S (including its officers, employees, subcontractors and agents) actual or alleged negligent, reckless or willful misconduct acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of any kind or nature whatsoever.

CONSULTANT shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT (its Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

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

CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving DISTRICT from any liability for the claim, proceeding or action involved.

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

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