

**RECLAMATION
DISTRICT
NO. 1000**

**REQUEST
FOR
QUALIFICATIONS**

**CAPITAL
IMPROVEMENT
PLAN**



AUGUST 16, 2019



Reclamation District No. 1000

**1633 Garden Highway
Sacramento, CA 95833**

(916) 922-1449

www.rd1000.org

Reclamation District No. 1000

Request for Qualifications – Capital Improvement Plan

TRUSTEES

JEFF SMITH – BOARD PRESIDENT
TOM BARANDAS – BOARD VICE PRESIDENT
NICK AVDIS – TRUSTEE
CHRIS BURNS – TRUSTEE
DAVID CHRISTOPHEL – TRUSTEE
THOMAS M. GILBERT – TRUSTEE
FREDERICK HARRIS – TRUSTEE

OFFICERS

KEVIN L. KING – GENERAL MANAGER
JOLEEN GUTIERREZ – BOARD SECRETARY/TREASURER
DAY, CARTER, MURPHY, LLP - ATTORNEYS

Table of Contents

Introduction	1
General	1
Mission Statement	2
Responsibility Statement	2
Vision Statement	2
Organizational Chart	3
Request for Qualifications – Capital Improvement Plan	4
Executive Summary.....	4
Description of Services	4
Qualification Proposal Deadline	4
Questions.....	4
Section A - DESCRIPTION OF WORK.....	5
Work Scope – Capital Improvement Plan	5
Section B – GENERAL TERMS AND CONDITIONS SUBMITTAL REQUIREMENTS.....	7
Requirement to Meet All Provisions.....	7
Qualification Proposals	7
Insurance Certificate	7
Submittal of References	7
Statement of Contract Disqualifications	8
Qualification Proposal Withdrawal and Opening.....	8
Communications	8
Qualification Proposal Retention and Award.....	8
Competency and Responsibility of Consultant.....	8
Contract Requirement.....	8
Insurance Requirements	9

Failure to Accept Contract	9
Section C – QUALIFICATION PROPOSAL CONTENT AND SELECTION PROCESS	10
Qualification Proposal Content	10
Qualification Proposal Evaluation and Consultant Selection.....	11
Section D – FORM OF AGREEMENT	12
Agreement	12
Section E – SUBMITTAL FORMS ACKNOWLEDGEMENT.....	22
Insurance Certificate	22
Statement of Past Contract Disqualifications.....	23
References	23
Section F – INSURANCE REQUIREMENTS: Consultant Services.....	27

Introduction

General

Reclamation District No. 1000 (RD1000; District) was organized on April 8, 1911, by special act of the California Legislature, and is governed by the Reclamation District Act (California Water Code sections 50,000 et. seq.). The District's affairs are governed by a seven-member Board of Trustees. At the time of formation, the District embarked on the largest privately funded reclamation project in the United States. What was accomplished by the District in the twentieth century was truly remarkable. Today, the District's perimeter levee system consists of 42.6 miles of project levees encircling the District's 55,000 acres. The District also operates and maintains an interior drainage system consisting of 30 miles of main drainage canals, approximately 150 miles of drainage ditches and eight pumping stations. The drainage system collects agricultural tailwater, stormwater and drainage and delivers them to the pumping plants for disposal in the adjacent rivers and creeks.

RD 1000 perimeter levees are undergoing the largest rehabilitation since their original construction over a hundred years ago. The \$1.7 billion Natomas Levee Improvement Project (NLIP) which began in 2007 and will continue through 2025, will provide the Natomas Basin with two hundred-year flood protection when complete.

As the District moves into its second century, its public safety mission remains its first commitment. The District's sole purpose and function is to monitor, operate, and maintain the levees and flood control infrastructure protecting the more than one hundred thousand people in the Natomas Basin, ensuring that the system is ready for the next one hundred years.

Mission Statement

Reclamation District No. 1000's mission is flood protection for the Natomas Basin providing for the public's health and safety by operating and maintaining the levees, and the District's canals and pump stations in a safe, efficient and responsible manner.

Responsibility Statement

On behalf of and in communication with the residents of the Natomas Basin, the District meets its flood protection Mission by operating and maintaining:

- The perimeter levee system to prevent exterior floodwaters from entering the Natomas Basin.
- The District's interior canal system to collect the stormwater runoff and agricultural drainage from within the Natomas Basin.
- The District's pump stations to safely discharge interior stormwater and agricultural drainage out of the Natomas Basin.

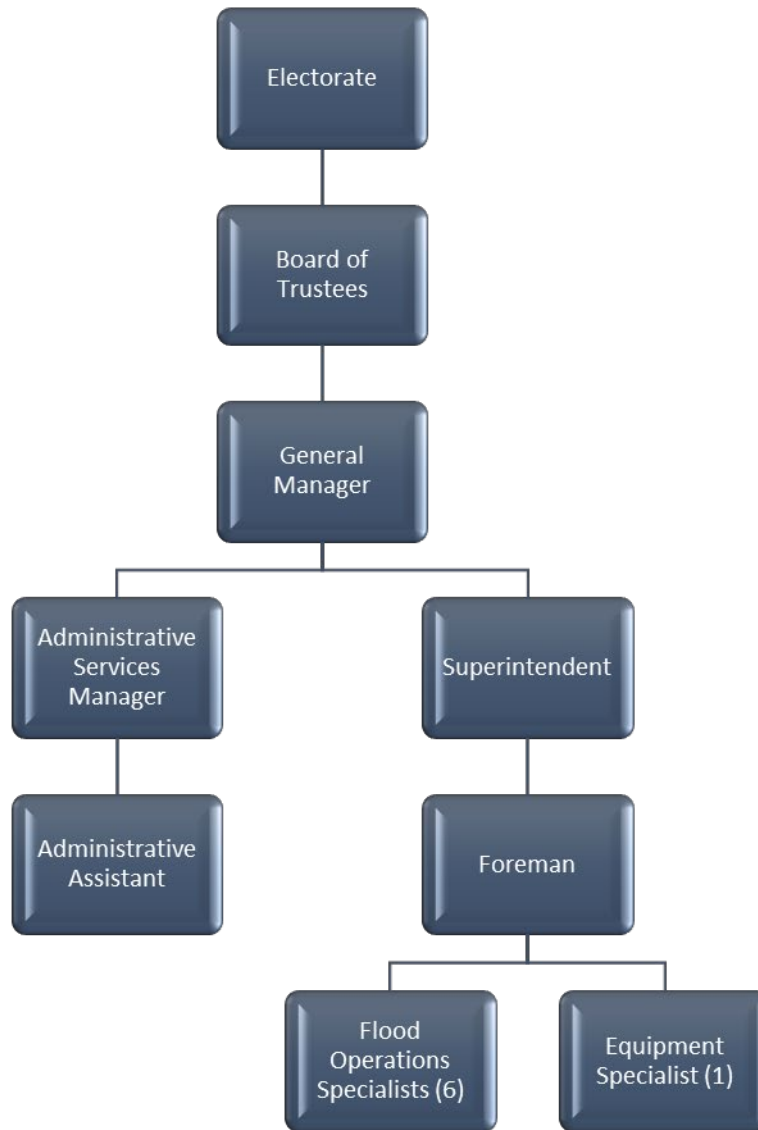
Vision Statement

In meeting its flood protection Mission, the District shall also:

- Carry out its responsibilities in a safe, professional and accountable manner that adheres to the principles of good governance and transparency being sensitive to community interests and the environment.
- Continuously identify and implement operational, maintenance, structural and non-structural improvements that reduce flood risks in the Natomas Basin.
- Cooperate with private entities and public agencies (including the Corps of Engineers and the State Central Valley Flood Protection Board) with whom the District shares responsibilities, common goals, and objectives for flood protection in the Natomas Basin.
- Educate the public about the risks of flooding in the Natomas Basin and the District's efforts to minimize those risks.

Organizational Chart

RECLAMATION DISTRICT NO. 1000 ORGANIZATIONAL CHART



Request for Qualifications – Capital Improvement Plan

Executive Summary

Reclamation District No. 1000 (RD 1000; District) is requesting qualification proposals from interested consultants to provide for an update of the District's Capital Improvement Plan (CIP). The District proposes to select one qualified consultant to perform this service during the District's 2019/2020 Fiscal Year (July 1, 2019 – June 30, 2020). The District reserves the right to reject any proposals and full discretion as to the award or refusal to award any contract.

Description of Services

In general, needed services consist of various engineering activities related to the District's capital improvement plan for its flood protection infrastructure. The selected consultant will prepare high-quality reports, technical studies, and other engineering services in accordance with District's requirements and standards.

Qualification Proposal Deadline

All qualification proposals must be received by the District's office at 1633 Garden Highway, Sacramento, CA 95833 by **2:00 P.M. on September 30, 2019**. Submittals received after said time will not be considered.

Questions

Contact General Manager Kevin King at (916) 922-1449 or kking@rd1000.org with any questions regarding this Request for Qualifications.

Section A - DESCRIPTION OF WORK

Work Scope – Capital Improvement Plan

The District is looking for consultants interested in providing Engineering Services necessary to update/modify the District's Capital Improvement Plan for its flood protection infrastructure. The District is interested in selecting a qualified consultant specializing in this type of work. The District's existing Capital Improvement Plan last prepared in 2014, may be found on the District's website:

<https://www.rd1000.org/request-for-qualifications>

Staff anticipates the District's updated flood protection infrastructure Capital Improvement Plan will be similar in variety and scope to the 2014 Plan. The successful consultant will be expected to perform the types of services outlined in this request.

The consultant selected will be responsible to perform the necessary work to deliver a high-quality project and work items. Necessary work may include studies, investigations, schedules, modeling, and/or other engineering analysis. The District encourages engineering firms that specialize in specific services such as water, flood protection, or separate, but applicable, technical fields, to submit qualifications.

The goal of the updated CIP is to document existing facilities, identify deficiencies, develop and evaluate opportunities for operational efficiency improvements, update the District's 2014 CIP, and analyze funding approaches to allow for sustainable flood protection. The updated CIP shall address all physical facilities including the drainage system and pumping stations, an evaluation of the system-wide flow characteristics, assessment of existing hydraulic capacity of the system, evaluate pipeline and pump station condition and potential replacement and/or rehabilitation needs, and create a prioritized 20-Year CIP plan.

The outline provided on the following page is meant to clarify the consultant's role, but not be an all-inclusive list of every task needed to achieve the work product. A District staff person will be assigned as your contact for each individual project.

-
1. Attend scoping meeting with project proponent.
 2. Submit a detailed work scope including:
 - a. list of key work items
 - b. schedule which includes required turn-around times for District staff input and products
 - c. list of any sub-consultants needed for the work
 - d. cost proposal which is subject to negotiation
 3. Obtain information by:
 - a. completing research of District archives of record drawings
 - b. performing facility investigation
 - c. researching code requirements
 - d. any other record searches required to complete the work.
 4. Complete preliminary reports or studies, if required in the project scope.
 5. Review, analyze and provide comments on draft documents (such as but not limited to: studies, investigations, surveying, modeling, schedules, and proposed project construction estimates,) for District review and comment.
 6. Prepare Final Capital Improvement Plan and attend District Board meetings as required.

Section B – GENERAL TERMS AND CONDITIONS SUBMITTAL REQUIREMENTS

Requirement to Meet All Provisions

Each individual or firm submitting qualifications (Consultant) shall meet all the terms, and conditions of the Request for Qualifications (RFQ) package. By virtue of its submittal, the Consultant acknowledges agreement with and acceptance of all provisions of the RFQ package.

Qualification Proposals

Each qualification proposal must be made on the form(s) provided and accompanied by any other required submittals or supplemental materials. Qualification proposals shall be enclosed in an envelope that shall be sealed and addressed to Reclamation District No. 1000, 1633 Garden Highway, Sacramento CA, 95833. Each qualification proposal shall include one electronic copy of the material in *Adobe Acrobat* format on Universal Serial Bus (USB) Flash Drive. In order to guard against premature opening, the qualification proposal should be clearly labeled with the title, name of Consultant, and date and time of opening. No FAX submittals will be accepted.

To guard against premature opening, each qualification proposal shall be submitted to the District in a sealed envelope plainly marked with the following:

- RFQ title (“Request for Qualifications – Capital Improvement Plan”)
- Consultant name
- Time and date of the opening (“September 30, 2019 @ 2:00 pm”)

Insurance Certificate

Each qualification proposal must include a certificate of insurance showing:

- The insurance carrier and its A.M. Best rating.
- Scope of coverage and limits.
- Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the Consultant’s insurance coverage during submittal evaluation; as discussed below, endorsements are not required until contract award. The District’s insurance requirements are detailed in Section F.

Submittal of References

Each proposer shall submit a statement of qualifications and references on the form provided in Section E of this RFQ.

Statement of Contract Disqualifications

Each proposer shall submit a statement regarding any past government disqualifications on the form provided in Section E of these specifications.

Qualification Proposal Withdrawal and Opening

A Consultant may withdraw its qualification proposal, without prejudice prior to the time specified for the opening, by submitting a written request to the District General Manager for its withdrawal, in which event the submittal will be returned to the Consultant unopened. No submittal received after the time specified or at any place other than that stated in the "Notice Requesting Qualifications" will be considered. The opening of proposals in response to this RFQ is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.

Communications

All timely requests for information submitted in writing will receive a written response from the District. Telephone communications with District staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the District.

Qualification Proposal Retention and Award

The District reserves the right to retain all qualification proposals for a period of 60 days for examination and comparison. The District also reserves the right to waive non-substantial irregularities in any qualification proposal, to reject any or all qualification proposals, to reject or delete one part of a qualification proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

Competency and Responsibility of Consultant

The District reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Consultants. Consultants will provide, in a timely manner, all information that the District deems necessary to make such a decision.

Contract Requirement

The Consultant to whom award is made (if any) shall execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its qualification proposal. The contract shall be made in the form adopted by the District and incorporated in this RFQ.

Insurance Requirements

The Consultant shall provide proof of insurance in the form, coverages and amounts specified in Section F within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

Failure to Accept Contract

The following will occur if the Consultant to whom the award is made (if any) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Consultant's bond or security is required; and an award may be made to the next highest ranked Consultant with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

Section C – QUALIFICATION PROPOSAL CONTENT AND SELECTION PROCESS

Qualification Proposal Content

1. Submittal Forms

- a. Acknowledgement
- b. Certificate of Insurance
- c. References
- d. Statement of Past Disqualifications

2. Qualifications

- a. Experience of your firm in performing Engineering Services for government clients and facilities, any other qualifications or specialties which make your firm well-suited in assisting the District in developing/updating a Capital Improvement Plan other similar activity.
- b. Experience of the staff to be assigned to this work in performing Capital Improvement Plans.
- c. Redundancy in the company of staff experienced in this type of work. The District is specifically inquiring about the depth of qualified Consultant staff.
- d. Resumes of the individuals who would be assigned to this work.
- e. Proximity and staffing levels of the nearest company office.
- f. Standard hourly billing rates for consultant and sub-consultant staff.
- g. Detailed list of services available directly from your firm.

3. Work Program

- a. Description of your approach to working with District staff to achieve their goal of completing the Capital Improvement Plan on schedule (May 29, 2020). Specifically, the District is interested in Consultants expectation of District staff and level of involvement from District.
- b. Services or data anticipated to be provided by the District.
- c. Any other information that would assist the District in making this contract award decision.

4. Qualification Proposal Length and Copies

- a. Qualification proposals should be the minimum length to provide the required information. Charts and other short form approaches to conveying information are encouraged. Proposals shall not exceed 60 pages in length, including required forms.
- b. Five (5) copies of the qualification proposal must be submitted.
- c. One PDF format electronic copy must be submitted on a USB Flash Drive.

Qualification Proposal Evaluation and Consultant Selection

Qualification proposals will be evaluated by a review committee and contract award process as follows:

1. Written Proposal Review/Finalist Candidate Selection

Evaluation of the qualification proposals will be based on the following:

- a. Understanding of the desired Capital Improvement Plan Engineering Services.
- b. Demonstrated competence, professional qualifications of proposed staff.
- c. Recent experience in successfully performing similar Services.
- d. Ability to respond quickly to work requests.

Qualification proposals will be reviewed by a selection committee and ranked in accordance with the above criteria. Where one qualification proposal is rated consistently higher than others, the consultant may be selected as the top ranked consultant for purposes of contract negotiation.

Alternatively, a group of finalist candidates (generally the top 3 to 5 five proposers) may be selected for follow-up interviews and presentations, or requests for additional clarifying information, before the final top ranked consultant for contract negotiation are determined.

2. Qualification Proposal Review and Award Schedule

The following is an outline of the anticipated schedule for qualification proposal review and contract award:

Issue RFQ: August 16, 2019

Last Day for Questions: September 20, 2019

Receive qualification proposals: September 30, 2019

Selection Committee: October 1, 2019 – October 31, 2019

- The Selection Committee will conduct a Level I review that will consist of evaluating the proposals for the purpose of establishing the most qualified firms. The Selection Committee may decide on a recommendation for awarding the contract upon completion of the Level I review.
- If needed, the Selection Committee will conduct a Level II review. The Level II review will be conducted to select the finalist from a small pool of candidates. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions.

Complete evaluation: October 31, 2019

Award contract: November 8, 2019

Notice to Proceed: November 22, 2019

Draft Report: April 17, 2020

Final Report: May 29, 2020

Section D – FORM OF AGREEMENT

Agreement

THIS AGREEMENT is made and entered into in the City of Sacramento on [day, date, year] by and between RECLAMATION DISTRICT NO. 1000, a public entity of the State of California, hereinafter referred to as District, and [CONSULTANT’S NAME IN CAPITAL LETTERS], hereinafter referred to as Consultant.

WITNESSETH

WHEREAS, on August 16, 2019, the District requested qualification proposals for updating the District’s Capital Improvement Plan.

WHEREAS, pursuant to said request, Consultant submitted a proposal that was accepted by District for said services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Term.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until acceptance or completion of said services.
- 2. Contract Extension and Cost Increases.** The term of the contract may be extended by mutual consent for an additional year. During this extended period, labor rates may be increased to reflect increased labor costs and overhead at each one-year contract anniversary, provided the District is notified of the increases in advance. Rates may be increased to reflect actual cost increases up to a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment upon request of Contractor.
- 3. Work Delays.** Should the Consultant be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the District, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the District’s sole option, be extended for such periods as may be agreed upon by the District and the Consultant. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the District may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete

on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

- 4. Termination.** If, during the term of the contract, the District determines that the Consultant is not faithfully abiding by any term or condition contained herein, the District may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Consultant has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the District may terminate the contract immediately by written notice to the Consultant to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Consultant's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the District's Notice of Termination, minus any offset from such payment representing the District's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Consultant shall be based solely on the District's assessment of the value of the work-in-progress in completing the overall work scope.

The District reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the District's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the compensation quoted in its proposal.

The District also reserves the right to terminate the contract for convenience, providing a 30 (thirty) calendar day notice, at any time upon a determination by the General Manager that termination of the contract is in the best interest of the District. In this case the Consultant will be paid compensation due and payable to the date of termination.

- 5. Ability to Perform.** The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.

-
- 6. Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the District, except that which is expressly identified in the Consultant's qualification proposal. Any substitution of sub-consultants must be approved in writing by the District. For any sub-contract for services in excess of \$25,000, the subcontract shall contain all provisions of this agreement.
 - 7. Contract Assignment.** The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the District.
 - 8. Inspection.** The Consultant shall furnish District with every reasonable opportunity for District to ascertain that the services of the Consultant are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the District's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill its contract requirements.
 - 9. Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Consultant and sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the District shall have the option of inspecting and/or auditing all records.
 - 10. Conflict of Interest.** The Consultant shall disclose any financial, business, or other relationship with the District that may have an impact upon the outcome of this contract, or any ensuing District project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing District project which will follow. The Consultant staff shall provide a Conflict of Interest Statement where determined necessary by the District.

The Consultant covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Consultant further covenants that, in the performance of this work, no sub-consultant or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the District. It is hereby expressly agreed that, in the performance of the work hereunder, the Consultant shall at all times be deemed an independent Consultant and not an agent or employee of the District.

-
- 11. Rebates, Kickbacks or Other Unlawful Consideration.** The Consultant warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any District employee. For breach or violation of the warranty, the District shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 12. Covenant Against Contingent Fees.** The Consultant warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract 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 the Consultant for the purpose of securing business. For breach or violation of this warranty, the District has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 13. Compliance with Laws and Wage Rates.** The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Sacramento ordinances, regulations and adopted codes during its performance of the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including but not limited to, inspection and land surveying work.
- 14. Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.
- 15. Permits, Licenses and Filing Fees.** The Consultant shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Consultant's work. The District will pay all application fees for permits required for the completion of the project including regulatory permit application fees. Consultant will provide a 10-day notice for the District to issue a check.
- 16. Safety Provisions.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
- 17. Public and Employee Safety.** Whenever the Consultant's operations create a condition hazardous to the public or District employees, it shall, at its expense and without cost to the District, furnish,

erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

- 18. Preservation of District Property.** The Consultant shall provide and install suitable safeguards, approved by the District, to protect District property from injury or damage. If District property is injured or damaged resulting from the Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.
- 19. Immigration Act of 1986.** The Consultant warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- 20. Consultant Non-Discrimination.** In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.
- 21. Accuracy of Specifications.** The specifications for this project are believed by the District to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Consultants are cautioned to undertake an independent analysis of any test results in the specifications, as District does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its qualification proposal, the Consultant and all sub-consultants named shall bear sole responsibility for preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the District's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Consultant to inquire prior to submittal of the qualification proposal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Consultant. An ambiguity or defect shall be considered patent if it is of such a nature that the Consultant, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Consultant or sub-consultants to notify District in writing of specification defects or ambiguities prior to submittal of the qualification proposal shall waive any right to assert said defects or ambiguities subsequent to submittal of the qualification proposal.

To the extent that these specifications constitute performance specifications, the District shall not be liable for costs incurred by the successful Consultant to achieve the project's objective or standard beyond the amounts provided therefor in the qualification proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Consultant shall immediately notify the District in writing, and the Consultant and all sub-consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by District. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

- 22. Indemnification for Professional Liability.** To the fullest extent permitted by law, the Consultant shall indemnify, protect, defend and hold harmless the District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and cost which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.
- 23. Non-Exclusive Contract.** The District reserves the right to contract for the services listed in this RFQ from other consultants during the contract term.
- 24. Standards.** Documents shall conform to industry Standards for technical reports and similar documents.
- 25. Consultant Endorsement.** Technical reports, plans and specifications shall be stamped and signed by the Consultant where required.
- 26. Required Deliverable Products and Revisions.** The Consultant will be required to provide documents addressing all elements of the work scope. District staff will review any documents or materials provided by the Consultant and, where necessary, the Consultant will respond to staff comments and make such changes as deemed appropriate. Submittals shall include the previous marked up submittal (returned to the Consultant) to assist in the second review. Changes shall be made as requested or a notation made as to why the change is not appropriate.

Draft reports and plan submittals shall be submitted as paper copies or electronic files as determined by the District's General Manager.

Final documents shall be submitted as camera-ready original, unbound, each page printed on only one (1) side, including any original graphics in place and scaled to size, ready for reproduction AND one electronic copy submitted in *Adobe Acrobat* format including all original stamps and signatures AND one (1) electronic copy submitted in *Microsoft Word* format. Electronic files shall be submitted on a USB Flash Drive or through a file transfer protocol site (FTP) and all files must be compatible with the *Microsoft* operating system.

27. Ownership of Materials. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the District and no further agreement will be necessary to transfer ownership to the District. The Consultant shall furnish the District all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the project for which this contract has been entered into.

The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the District of the machine-readable information and data provided by the Consultant under this agreement. Further, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by District of the project documentation on other projects, except such use as may be authorized in writing by the Consultant.

28. Release of Reports and Information. Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of District and shall not be made available to any individual or organization by the Consultant without the prior written approval of the District.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the District and receipt of the District's written permission.

29. Copies of Reports and Information. If the District requests additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and District shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.

30. Attendance at Meetings and Hearings. As part of the work scope and included in the contract price is attendance by the Consultant at up to three (3) public meetings to present and discuss its findings and recommendations. Consultant shall attend as many "working" meetings with staff as necessary in performing work scope tasks.

31. Requests for Review. The Consultant shall respond to all requests for submittal review within two (2) weeks of receipt of the information from the District.

32. Project Proposal Submittal. The Consultant shall submit a proposed work scope, compensation and schedule by November 7, 2019. The cost proposal shall include all costs including miscellaneous direct cost items.

33. Consultant Invoices. The Consultant shall deliver a monthly invoice to the District, itemized by project work phase. Invoice must include a breakdown of hours billed and miscellaneous charges and any sub-consultant invoices, similarly broken down, as supporting detail.

34. Payment. For providing services as specified in this Agreement, District will pay and Consultant shall receive therefore compensation in a total sum not to exceed the individual agreed upon project fee. Should the Consultant's designs, drawings or specifications contain errors or deficiencies, the Consultant shall be required to correct them at no increase in cost to the District.

The Consultant shall be reimbursed for hours worked at the hourly rates attached to this agreement. Hourly rates include direct salary costs, employee benefits, overhead and fee. In addition, the Consultant shall be reimbursed for direct costs other than salary and vehicle cost that have been identified and are attached to this agreement. The Consultant's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

35. Payment Terms. The District's payment terms are 30 days from the receipt and approval by the District of an original invoice and acceptance by the District of the materials, supplies, equipment or services provided by the Consultant (Net 30).

36. Resolution of Disputes. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the District's General Manager and the District's Administrative Services Manager, who may consider written or verbal information submitted by the Consultant. Not later than thirty (30) days after completion of all deliverables necessary to complete the project, the Consultant may request review by the District Board of Trustees of unresolved claims or disputes.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the District's Administrative Services Manager. Not later than thirty (30) days after issuance of the final audit report, the Consultant may request a review by the District's Administrative Services Manager of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the District will excuse the Consultant from full and timely performance in accordance with the terms of this contract.

37. Agreement Parties.

District: Kevin L. King
General Manager
Reclamation District No. 1000
1633 Garden Highway
Sacramento, CA 95833

Consultant:

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

38. Incorporation by Reference. District Request for Qualifications – Capital Improvement Plan and Consultant's qualification proposal, are hereby incorporated in and made a part of this Agreement.

39. Amendments. Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the District General Manager.

40. Working Out of Scope. If, at any time during the project, the consultant is directed to do work by persons other than the District General Manager and the Consultant believes that the work is outside of the scope of the original contract, the Consultant shall inform the General Manager immediately. If the General Manager and Consultant both agree that the work is outside of the project scope and is necessary to the successful completion of the project, then a fee will be established for such work based on Consultant's hourly billing rates or a lump sum price agreed

upon between the District and the Consultant. Any extra work performed by Consultant without prior written approval from the District General Manager shall be at Consultant's own expense.

41. Complete Agreement. This written agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by District, Consultant agrees with District to do everything required by this Agreement, the said specification and incorporated documents.

42. Authority to Execute Agreement. Both District and Consultant do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

RECLAMATION DISTRICT NO. 1000:

CONSULTANT:

Name of Company By:

Kevin L. King, General Manager

Name of CAO/President Its:
CAO/President

APPROVED AS TO FORM:

Jim Day, District Counsel

Section E – SUBMITTAL FORMS ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined the Request for Qualifications – Capital Improvement Plan
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in this qualification proposal.

Firm Name and Address:		
Contact Name:		
Email:	Fax:	Phone:

Signature of Authorized Representative:	Date:
---	-------

Insurance Certificate

_____ Insurance Company's A.M. Best Rating

Certificate of insurance attached

Statement of Past Contract Disqualifications

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes

No

If yes, explain the circumstances.

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Consultant Representative

References

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _

Describe fully the last three (3) contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the RFQ. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

Section F – INSURANCE REQUIREMENTS: Consultant Services

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or sub-consultants.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 20 10 Prior to 1993 or CG 20 10 07 04 with CG 20 37 10 01 or the exact equivalent as determined by the District).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, official, employees, agents or volunteers.

-
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. The Consultant agrees to notify the District in the event that the policy is suspended, voided or reduced in coverage or limits. A minimum of thirty (30) days prior written notice by certified mail, return receipt requested, will be provided.
 5. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Consultant shall furnish the District with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.