

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

REQUEST FOR QUALIFICATIONS CONSULTING SERVICES FOR PLANNING, EVALUATION, CONCEPT DEVELOPMENT AND DESIGN OF FLOOD PROTECTION IMPROVEMENTS (SJAFCA-RFQ-19-03)

1.0 INTRODUCTION

The San Joaquin Area Flood Control Agency (SJAFCA) invites qualified consulting firms to submit statement of qualifications (SOQ) to perform a variety of professional engineering and related services to support SJAFCA's flood risk reduction program.

The purpose of this request for qualifications (RFQ) is to establish minimum requirements for flood risk reduction program support, to solicit and evaluate SOQs, and to identify up to three (3) firms per service area that can support SJAFCA's program through a consultant services master agreement. Subsequent to this RFQ and selection process, SJAFCA will request proposals to meet its needs. Through a separate process needed services may be activated on program, project-only or task-by-task basis.

Generally, the services, as described in more detail below, consist of concept and feasibility-level planning support, engineering, environmental, real estate, economic analysis, grant preparation, and supporting technical disciplines required to advance flood risk reduction studies and designs. Special consideration will be given to firms experienced with and who understanding local constraints and opportunities, State of California's Urban Flood Risk Reduction (UFRR) requirements, integration of multi-benefit opportunities and features, U.S. Army Corps of Engineers' planning and design processes, and Federal Emergency Management Agency's Levee Accreditation Program.

Estimated Contract Duration: 3 years with options to extend

Estimated Cumulative Contract Amount: Cumulative task orders are not to exceed \$10M and subject to program funding availability.

2.0 SJAFCA DESCRIPTION

SJAFCA is a Joint Powers Authority (JPA) that was created in May 1995 between the City of Stockton, San Joaquin County and the San Joaquin County Flood Control and Water Conservation District for the purpose of addressing flood protection for the City of Stockton and surrounding county area. On November 16, 2017, the Joint Exercise of Powers Agreement (JEPA) was expanded to include the Cities of Lathrop and Manteca. SJAFCA has a nine-member Board of Directors with representation from the San Joaquin County and the Cities of Stockton, Lathrop and Manteca and the public.

SJAFCA's mission is to reduce and manage the region's flood risk. The organization is guided by five goals and supporting objectives and priority actions, which can be found on the website at <https://www.sjafca.com/>.

3.0 SJAFCA PROJECT BACKGROUND

SJAFCA has multiple large-scale flood risk reduction projects currently underway within San Joaquin County. These projects and others not yet scoped will require additional study, analysis and engineering to deliver flood risk reduction to the basin.

Within the Stockton area, SJAFCA is the local sponsor of the Federally authorized Lower San Joaquin River Feasibility Study Recommended Project (LSJRP), a \$1.0+ billion effort that will reduce flood risk to North and Central Stockton. Additional Information regarding this project can be found online here: https://www.spk.usace.army.mil/lower_sj_river/. SJAFCA has entered into a Preconstruction, Engineering and Design (PED) Agreement with the United States Army Corps of Engineer (USACE) to advance the design of the first increment of the recommended project.

SJAFCA is also the Local Flood Management Agency (LFMA) responsible for reporting on efforts to achieve an Urban Level of Flood Protection (ULOP) in the Mossdale Tract Area (Reclamation District No. 17) to the Central Valley Flood Protection Board (CVFPB) and the Department of Water Resources (DWR). SJAFCA's efforts will include improving the levees to the West and North of Mossdale Tract and extended the Dry Land levee to the South of Manteca further East. Additional information regarding this project can be found online here: https://www.sjafca.com/mossdale_tract.php.

4.0 SCOPE OF SERVICES

SJAFCA requires services from professionals experienced in the development and effective delivery of flood risk reduction projects across a wide spectrum of disciplines. SJAFCA seeks support in the planning, feasibility and design of flood projects from firms who have in-depth experiences working with local flood agencies, the State of California's Department of Water Resources (DWR), the U.S. Army Corps of Engineers (USACE), and the Federal Emergency Management Agency (FEMA). This work has the potential to support one or more of the following projects as either SJAFCA-led or SJAFCA-supported project delivery:

- the Federally authorized Lower San Joaquin River, CA Project (Phase I),
- the development of a phase 2 study with USACE for the Mossdale Tract Area,
- the continued effort to assess and deliver adequate progress in the Mossdale Basin,
- the evaluation and support to engage and find State and Federal project interest, and
- Other flood risk reduction projects as they are defined and developed.

At a minimum, the selected firm (or teams) shall provide support services in the following service areas: (1) Planning and Plan Formulation, (2) Flood Risk Assessments, (3) Civil Engineering, (4) Geology and Geotechnical Engineering, (5) Hydrology and Hydraulic Engineering, (6) Surveying, (7) Real Estate Support, and (8) Environmental Planning and Permitting. The details of each service area can be found below.

Responding firms may submit individually and/or as part of larger teams. SJAFCA will identify and evaluate up to three qualified firms within each service area to execute consultant services master agreements. SJAFCA may contract in one, all or any combination of the individual service areas on a task order and/or project basis following the selection of qualified firms.

The selected firm(s) shall manage assigned projects, carefully control costs and resources, complete assigned work on schedule, within budget and partner closely with other consultants.

The selected firm(s) shall assign one Project Manager who will act as SJAFCA's primary

contact and will be entirely responsible for the consultant's timely and cost-effective work. Project management capabilities for each service area are essential component of work product integration and successful project delivery so each firm should demonstrate their capabilities in this regard.

Support service areas include:

1. Planning and Plan Formulation

Planning task orders may include multi-disciplinary facilitation and coordination among consultant teams/members, concept brainstorming, formulation and development, concept trade-off analyses, alternatives development and comparison, benefit/cost analyses (quantitative and qualitative), economic analysis, grant preparation, evaluation of alternative approaches and multi-benefit features, selection of recommended plan, project management and task integration into the overall program, and other related feasibility-level planning approaches and support.

2. Flood Risk Assessment

Risk assessment task orders may include conducting semi-quantitative risk assessments, evaluation of failure modes, developing failure probabilities, performing consequence estimation, reviewing USACE risk assessment deliverables, and partnering with other disciplines and project management skills to define benefit/cost ratios (e.g. hydraulics and geotechnical team members) for development of alternatives and related assessments of benefits.

3. Civil Engineering

Civil engineering design task orders may include conceptual design for feasibility-level analyses, identification of and design of borrow sites, flood channel realignments, setback levee alignments, water control structures, bank protection and erosion control, haul route configuration, utility relocations, access roads and ramps, cost estimating, engineering support during bidding, construction, submittal review, documentation pre- and post-construction, project delivery management and interdisciplinary integration, and other related engineering support services.

4. Geology and Geotechnical Engineering

Geology and geotechnical engineering task orders may include subsurface data literature review, soil sampling and testing, soil classification, soil design, borrow site testing, seepage analysis, erosion analysis, retaining walls design, engineering support during construction, submittal review, documentation pre- and post-construction and other related engineering and soils testing support services.

5. Hydrology and Hydraulic Engineering

Hydrology and hydraulics engineering task orders may include hydrology studies, riverine hydraulic analysis, hydraulic design, water surface profile development, erosion analysis, wind-wave modeling, performance of simulations, project management and program integration, and other related engineering and support services.

6. Surveying

Survey task orders may include project site survey controls and benchmarking, construction surveying and staking, boundary surveys, levee control and surveys, land and bathymetry surveys, mapping, survey data management, developing maps, GIS database development, surveying in support of real estate acquisition and appraisal, and other related support services.

7. Real Estate Support (Appraisal and Acquisition)

Real estate support service task orders may include the valuation, appraisal, and acquisition support of permanent fee title, temporary and permanent easements, rights-of-entry support, and temporary and permanent damages. Work may include, but is not limited to, researching title reports, landowner engagement, acquiring parcel descriptions, preparing right-of-way documents, reviewing legal descriptions, developing written offers, offer negotiation and recommendations, and other related real estate support.

8. Environmental Planning and Permitting

Environmental planning and permitting task orders may include mitigation evaluation and compliance, preparation of CEQA and NEPA documentation and review, fish and wildlife regulatory agency consultation and support (e.g. USFWS, NMFS, CDFW), fish and wildlife site surveys, environmental permitting and permit compliance during construction, project management and multidisciplinary task integration, and other related environmental planning compliance services.

This project has an approved EIS/EIR included in the Lower San Joaquin River, Ca Project authorized by Congress which can be accessed from the link provided above.

5.0 RFQ SCHEDULE

SJAFCA will follow schedule listed below, but SJAFCA reserves the right to modify the schedule in any manner necessary to serve the best interests of SJAFCA:

Release of RFQ	Wednesday, October 23, 2019
Deadline to submit questions to SJAFCA	4:00 PM Thursday, October 31, 2019
SJAFCA Responds to Written Questions.....	Monday, November 4, 2019
Submittal of SOQ Due from Consultant.....	4:00 PM Tuesday, NOVEMBER 19, 2019
Notification/Scheduling Oral Interviews (if needed)	Thursday, November 21, 2019
Consultant Oral Interviews (if needed).....	week of December 2, 2019
Consultant Selection/Notification	Monday, December 9, 2019
Contract Approval	Friday, December 13, 2019

6.0 QUESTIONS

Questions regarding this RFQ, including requests for clarification, should be submitted in writing to Marlo Duncan, Project Manager, by e-mail at Marlo.Duncan@stocktonca.gov or in writing to:

Marlo Duncan, Project Manager
c/o San Joaquin Area Flood Control Agency

22 East Weber Avenue, Room 301
Stockton, California 95202

Answers to questions or clarifications will be posted to SJAFCA's website:
<http://www.sjafca.com/> and via email to proposers that have requested email updates.

7.0 FORMAT AND CONTENT REQUIREMENTS

1. TRANSMITTAL AND SUMMARY

- A. Transmittal/Signature/Cover Page – This page will include the title information and the signature of the SOQ principal, who shall be an individual, partner, officer or officers authorized to execute legal documents on behalf of the firm. Provide the telephone number, email, and office location.
- B. Submitted SOQs must include a summary of its contents and a statement of the firm's basic understanding of SJAFCA's needs.

2. STATEMENT OF QUALIFICATIONS (SOQ)

The following is required for the proposing firm and any sub-consultants:

- A. Provide a summary of the firm's overall capabilities, history, recent and related experience, and expertise. The proposed relationships among all key personnel and support staff that are expected to provide services associated with the proposal should also be identified. Provide information on the firm's most relevant and applicable experience.
- B. Provide brief resumes (may be included as attachments) of the key personnel anticipated to participate in the proposed services and an explanation of the function each key person will perform. Also provide resumes of the sub-consultant key personnel, if any.
- C. Provide a list of similar reference projects that proposed key personnel have completed within the last five years. Provide information on the firm's experience related to providing the services for a public agency's flood risk reduction projects. Firms that have no performance history with SJAFCA are encouraged to submit a proposal. Firms that have previously provided services to SJAFCA or its Members must include those services in the list of reference projects. The reference list should include:
 - Client name, contact person, and current telephone number;
 - Project description and location;
 - Description of services provided;
 - Budget performance;
 - Schedule performance;
 - Key personnel involved; and,
 - Sub-consultants employed.
- D. Describe at least one primary reference project, in more technical detail than those listed above that the proposed project team has completed in the last five years. Specify the date the primary reference project was completed or is expected to be completed.

Describe the approach and methodology of providing the required services for the primary reference project, including any special approach. Identify the specific services performed and work products provided with a degree of detail that delineates between major and minor work tasks. Identify any supplemental tasks, deemed necessary or recommended, which enhanced the project or program, reduced cost, or expedited delivery.

Indicate the location of the prime consultant's office during the primary reference project. If the work was shared by other firms or different offices, identify the locations and the work performed by each firm or office. Identify the project manager's specific responsibilities. List all sub-consultants that provided services to the firm for the completion of the project and describe the role they performed. Identify the approach to and who performed quality control/assurance related to the work effort and products delivered.

- E. Include descriptions and examples of the firm's approach to deliver multi-agency and multi-purpose flood risk reduction projects. Flood risk reduction projects require close collaboration with various consulting firms and public agencies, often with differing objectives. Expected competencies include representation of the non-federal sponsor's interests and a deep understanding of local, state and federal (e.g. USACE, USFWS) guidelines, processes, and regulations within the relevant support service area(s). The responding firm(s) shall describe their experiences and approach for engaging with partner consultants, client agency program staff, other governmental agencies, and regulatory agencies within relevant support service area(s) to accelerate project development, implementation, and completion.

3. Certification / Exceptions to RFQ Conditions

In submitting a SOQ in response to this RFQ, the firm is certifying that it takes no exceptions to the conditions described in this RFQ with the exception of those noted within this section. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. If a SOQ has no clarification, exception, or deviation, a statement to that effect shall be included in this section.

4. Billing Rates

The firm(s) hourly rate sheet shall be submitted in a separate sealed envelope. Upon completion of the Oral Interviews (if needed) and SJAFCA's firm ranking, SJAFCA will review the sealed hourly rate sheets of tentatively selected firm(s). The sealed hour rate sheet will be used as a starting point for consultant services agreement negotiations.

5. Page Limit

The submitted SOQ shall not exceed Thirty (30) single-sided pages. Each page must be numbered. The 30-page limit applies to all content with the following exceptions: an optional table of contents (not to exceed one page), any folder, cover, or section dividers; the sealed rate sheet and resumes.

8.0 SUBMISSION REQUIREMENTS

Please submit one electronic copy on CD / DVD / or USB drive or by e-mail to Marlo.Duncan@stocktonca.gov, three (3) copies and one (1) unbound original copy of your proposal signed by an authorized representative. Proposals shall be delivered on or before **4:00 pm on Tuesday, November 19, 2019**, to:

Marlo Duncan, Project Manager
c/o San Joaquin Area Flood Control Agency
22 East Weber Avenue, Room 301
Stockton, California 95202

The following information must be placed in the lower left corner of the sealed envelope/package containing the hourly rate sheet:

RATE SHEET

OPEN BY CONSULTANT SOLICITATION STAFF ONLY

CONSULTING SERVICES FOR PLANNING, EVALUATION, CONCEPT DEVELOPMENT AND
DESIGN OF FLOOD PROTECTION IMPROVEMENTS
(SJAFCA-RFQ-19-03)

[Name of Submitting Firm]

Note: SOQs received later than the above date and time will be rejected and returned to sender unopened.

9.0 SIGNING OF SOQ / AUTHORIZATION TO NEGOTIATE / TERMS & CONDITIONS

The proposal, submitted in response to this RFQ, shall include a transmittal signed by an official of the firm with the authority to negotiate and commit to the terms of this RFQ.

The responding firm shall comply with all terms and conditions described within this RFQ. Any exception to any term or condition described within this RFQ must be noted within the firm's written proposal.

1. **Affirmative Action Plan:** The firm(s) shall attest to the firm's affirmative action plan or other policies aimed at eliminating unlawful discrimination and a description of the firm's adoption and compliance with its plan or policy.
2. **Debarment and Suspension Certification:** In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, firm(s) shall certify that there are currently no suspensions, debarments, voluntary exclusions, or ineligibility determinations by any federal agency. The Debarment and Suspension Certification, **Attachment A** of the RFQ, shall be submitted as part of the proposal; however, it is excluded from the RFQ's maximum allowable length.
3. **Conflict of Interest:** Firm(s) shall disclose any financial, business, or other relationships with SJAFCA, the County, the cities Lathrop, Manteca and Stockton and other local, special districts that may have an impact on the outcome of projects listed in this RFQ. A potential conflict of interest may include, but is not limited to, contracts for work related to projects with SJAFCA, in San Joaquin County, contracts with County departments, cities, special districts, and/or local land developers. Firms should also list current clients

who may have a financial interest in the outcome of projects listed in this RFQ.

Should firm(s) establish or become aware of such financial interest during the course of a SJAFCA project, the firm(s) must inform SJAFCA, in writing, within ten (10) days. A potential conflict of interest does not automatically disqualify a firm or individual from consideration but will be factored into a final award decision.

4. Option Not to Award and/or Reject SOQs: SJAFCA reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJAFCA. Non- acceptance of any SOQ will be devoid of any criticism of the proposal and of any implication that the qualifications or the proposals were deficient.
5. SOQ Costs: Costs for developing SOQs are entirely the responsibility of the proposing firm(s) and shall not be chargeable in any way to SJAFCA. All materials submitted become the property of SJAFCA and may be returned only at SJAFCA's option.
6. Indemnification Requirements: Firm(s) shall be required to be able to comply with the SJAFCA's hold harmless and indemnification requirements referenced below as part of the SJAFCA's consultant services master agreement.

"HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Consultant shall indemnify, defend, and hold harmless the Agency, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by the Agency), injury, or damage to the extent caused by the recklessness, negligent acts or omissions, or intentional misconduct of Consultant, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement."

7. Insurance Requirements: Firm(s) shall be required to obtain the minimum insurance required under this section and no work will be allowed until such insurance certificates evidencing the required coverage shall be furnished to SJAFCA. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty (30) days' written notice has been furnished to SJAFCA. The following presents a summary of the insurance requirements. All insurance requirements must be consistent with the terms of SJAFCA's Master Services Consultant Agreement attached as **Exhibit A** to this RFQ. SJAFCA's minimum insurance requirements will not be subject to negotiation.

Firm(s) shall obtain and keep in full force and effect during the life of the consultant services agreement, at firm's own expense, General Liability Insurance on an occurrence-based policy, including contractual liability with a combined single limit in the minimum amount of One Million Dollars (\$1,000,000). If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the engagement/project/location or the general aggregate limit shall be twice the required occurrence limit. Automobile liability insurance shall have a combined single limit per accident for bodily injury and property damage in the minimum amount of One Million Dollars (\$1,000,000). Workers' Compensation shall be in the limits as required by the Labor Code of the State of California and Employers Liability limits shall be \$1,000,000 per accident. Such insurance shall be primary, shall name SJAFCA as additional insured, and shall expressly indicate that such insurance is related to the firm's activities under the

agreement.

Firm(s) shall obtain, at the firm's own expense, and provide evidence of Professional Liability Insurance in the amount of \$1,000,000 per / \$1,000,000 annual aggregate to adequately protect the firm(s) against liability caused by negligent acts, errors or omissions on the part of the firm(s) in the course of performance of the services specified in an Agreement.

Firm(s) shall furnish a Certificate of Insurance to SJAFCA upon execution of the consultant services agreement and prior to issuance of the Notice to Proceed, indicating that the firm, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory SJAFCA. Such certificates shall state that SJAFCA shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof. The above insurance shall be of the broad form coverage type, affording coverage on property in the care, custody, and control of the firm. Adequate proof of insurance in compliance with the above requirements shall be furnished to SJAFCA. An additional insured endorsement to the firm's liability insurance policy naming SJAFCA and its officers and employees as additional insured shall be furnished to SJAFCA. Notwithstanding the above, the firm's liability insurance policy shall be endorsed as primary insurance.

10.0 SELECTION PROCESS

1. Proposals will be evaluated based on the criteria listed below, including but not limited to:
 - Overall responsiveness and general understanding of the RFQ requirements
 - Firms(s) experience, capability and approach to providing the requested services
 - References with demonstrated success with similar work to those described in this RFQ.
 - Clarifications, exceptions and/or deviations to the RFQ terms and conditions
2. SOQ Evaluation: SJAFCA will review the SOQs for completeness, clarity, and content. Each SOQ will be reviewed to determine if it meets the requirements contained within this RFQ. Failure to meet the requirements will be cause for rejection of the SOQ. SJAFCA may reject any SOQ if it is conditional, incomplete, or contains irregularities. SJAFCA may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the RFQ documents and it shall not exempt firms from any terms of an executed consultant services master agreement, should one be awarded.

A selection committee comprised of SJAFCA staff and consultants, will evaluate the SOQs that meet the RFQ requirements. The evaluation of the written qualifications will be based on the criteria listed above.

Consultants or their representatives are prohibited from lobbying selection committee members, elected officials, or other agencies or individuals that may have input into the selection process and award of the consultant services master agreement. Any such lobbying will be grounds for disqualification.

3. Oral Presentation and Interview Selection Process: An oral presentation and interview may be conducted with the highest ranked consultants. Rankings will be made by the selection committee following evaluation and scoring of the submitted SOQs. Those firms invited to interviews will be notified of the dates and times of their interview. Firms will also be notified

of additional information, if any, to be submitted at the oral presentation and interview. Failure to appear at the oral presentation and interview will be considered unresponsive and the firm will be eliminated from further consideration.

4. Selection: The selection committee will finalize its evaluation of the qualifications, written proposal, oral presentation, and interview. This evaluation will be used as the basis for selection and firms will be ranked for consultant services agreement negotiations. SJAFCA anticipates it will select up to three (3) firms per service area.

The sealed hourly rate sheet of the selected firms will be opened after the firms have been ranked for consultant services master agreement negotiation.

If an agreement cannot be reached after a reasonable period of time, as determined by SJAFCA, then SJAFCA will terminate negotiations with that consulting firm. The compensation discussed with one prospective firm will not be disclosed or discussed with another.

The selected firm(s) will be requested to enter into a consultant services master agreement with SJAFCA. SJAFCA's consultant services master agreement is shown as **Exhibit A**. SJAFCA reserves the right to modify this standard template in order to meet the needs of this scope of services and contracting arrangements. The prospective firm is also advised that the agreement will not be in force until it is approved and fully executed by SJAFCA. The firm will be required to satisfy all insurance certification requirements before SJAFCA executes the agreement.

The execution of a consultant master services agreement between any firm and SJAFCA does not guarantee that task orders will be issued. Task orders will be scoped and selection will be completed through a separate process from this RFQ.

Thank you for your interest in this Request for Qualifications.

Attachments and Exhibits

Attachment A: Debarment & Suspension Certification

Exhibit A: Consultant Services Master Agreement

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The prime consulting firm certifies, except as noted below, that no person, serving the firm in the capacity of owner, partner, director, officer, manager:

is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

has a proposed debarment pending; and

has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, note the exceptions in the following space, indicating to whom it applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility.

Signature

Consultant Firm Name

**SJAFCA STANDARD FORM
CONSULTANT SERVICES MASTER AGREEMENT**

EXHIBIT A

CONSULTANT SERVICES MASTER AGREEMENT

THIS AGREEMENT is made at Stockton, California, as of {MONTH AND DAY}, 2019, by and between the SAN JOAQUIN AREA FLOOD CONTROL AGENCY ("Agency"), and {CONSULTANT NAME} ("Consultant"), who agree as follows:

1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide or cause to be provided to Agency the services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A.

2. **PAYMENT**. Agency shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to Agency in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to Agency.

3. **FACILITIES AND EQUIPMENT**. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities and equipment or data which may be required for furnishing services pursuant to this Agreement. Agency shall furnish to Consultant only the facilities, equipment or data listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. **GENERAL PROVISIONS**. The general provisions set forth in Exhibit

D are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

6. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by the Executive Director ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

7. **NOTICES.**

Any written notice to Consultant shall be sent to:

NAME
ADDRESS
CITY, STATE
ZIP CODE

Any written notice to Agency shall be sent to:

Chris Elias, Executive Director
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Room 301
Stockton, CA 95202

Executed as of the day first above stated:

{CONSULTANT NAME}

By:

Name
Title

SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

By:

Chris Elias
Executive Director

Approved as to Form:

By: _____
Scott L. Shapiro
General Counsel

EXHIBIT A

SCOPE OF SERVICES

At the request of SJAFCA, {CONSULTANT'S NAME}, Inc. shall:

- [Services should be detailed here]
-
-
-
-
-

All services will be provided in accordance with a Fee Schedule (see Exhibit B-1) and updated on {Month} 1st of each year.

TERM

The term of this Agreement shall be for _____ from the date of execution, unless otherwise terminated by the Agency, and may be extended by the Agency and subject to re-negotiation by the parties for additional periods.

EXHIBIT B

PAYMENT SCHEDULE

Agency shall pay Consultant an amount not to exceed the total sum of Spell out dollar amount (\$XXX,XXX.XX) for services to be performed and reimbursable costs incurred pursuant to this Agreement. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information.

1. Serial identifications of progress bills, i.e., Progress Bill No. 1.
2. The beginning and ending dates of the billing period.
3. A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available and the percentage of completion.
4. For each work item in each task, a copy of the applicable time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

Agency shall make monthly payments, based on such invoices, for services satisfactorily performed, and for authorized reimbursable costs incurred.

The total sum stated above shall be the total which Agency shall pay for the services to be rendered by Consultant pursuant to this Agreement. Agency shall not pay

any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

Agency shall make no payment for any extra, further or additional service pursuant to this Agreement unless such extra service and the price therefore is agreed to in writing executed by the Executive Director or other designated official of Agency authorized to obligate Agency thereto prior to the time such extra service is rendered and in no event shall the sum of such change order together with the previous change orders exceed \$100,000 without Board approval. The dollar amounts of change orders approved by specific Board action, plus the dollar amounts of any change orders which predate such specific Board action, shall not be counted in computing the authority limits of the Executive Director or other designated official to approve change orders hereunder.

Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule of hourly billing included as Exhibit B-1.

Reimbursable expenses are also specified on Exhibit B-2. Expenses not listed are not chargeable to Agency.

The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of Agency. In this event, Agency shall compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Consultant shall maintain adequate logs and time sheets in order to verify costs incurred to date.

The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a fully executed contract from the Executive Director of the Agency.

EXHIBIT B-1

20__ STANDARD RATE SCHEDULE *

State Consultant Fee Schedule Here.

EXHIBIT B-2

REIMBURSABLE EXPENSES

- At cost plus 5% for outside printing, plotting, copying, travel, sub-consultants, and outside services and charges
- At 5% of labor for in-house expenses including telephone, computer, and incidental copying and printing
- Auto mileage per current Federal Rates

EXHIBIT C

While CONSULTANT is performing services locally, Agency shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with Agency employees and reviewing records and the information in possession of Agency. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of Agency. In no event shall Agency be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

EXHIBIT D

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, Agency shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
2. LICENSES; PERMITS; ETC. Consultant represents and warrants to Agency that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Stockton Business License.
3. TIME. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
4. INSURANCE REQUIREMENTS. Consultant shall procure and maintain for the duration of the contract "occurrence coverage" 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. The cost of such insurance shall be included in the Consultant's bid.
 - (a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services office Commercial General Liability coverage ("occurrence" form CG 0001.)
 2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
 3. Workers' Compensation Insurance as required b the Labor Code of the State of California and Employers Liability Insurance.

- (b) Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance 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 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials and employees; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage.
 - a. The Agency, its officers, officials, employees and volunteers are to be covered as insured 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 the protection afforded to the Agency, its officers, officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees or

volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. 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.

2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Consultant for the Agency.

3. Professional Liability.

Consultant shall carry professional liability insurance in an amount of \$1,000,000 per / \$1,000,000 annual aggregate to adequately protect the Consultant against liability caused by negligent acts, errors or omissions on the part of the Consultant in the course of performance of the services specified in this Agreement.

4. All Coverages.

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 Agency.

- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- (f) Verification of Coverage. Consultant shall furnish Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

- (g) Subconsultants. Consultant shall include all Sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for Sub-consultants shall be subject to all of the requirements stated herein.
- (h) Waiver. The Executive Director of Agency may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available or that the Agency's interests are otherwise fully protected.

5. CONSULTANT NO AGENT. Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

6. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. PERSONNEL. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from Agency of such desire of Agency, cause the removal of such person or persons.

8. EQUAL EMPLOYMENT OPPORTUNITY

- (a) Affirmative Action in Employment. Consultant shall comply with the Affirmative Action Program and Equal Employment requirements of the Agency.
 - i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, handicap, age, or national origin. Consultant will take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, handicap, sex, sexual orientation, age, or nation origin. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection from training, including apprenticeship.

- ii. Consultant will incorporate the above Affirmative Action provisions in all sub-consultants for services covered by this Agreement.
- (b) General Employment Provisions Relating to Handicap/Disability Discrimination. No qualified individual with a handicap or disability shall, solely on the basis of such handicap or disability, be subjected to discrimination in employment by Consultant.
- (c) Reports. Consultant shall provide such reports and/or documents to Agency demonstrating compliance with the terms hereof.

9. STANDARD OF PERFORMANCE. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All instruments of service of whatsoever nature which Consultant delivers to Agency pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

10. HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Consultant shall indemnify, defend, and hold harmless the Agency, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by the Agency), injury, or damage to the extent caused by the recklessness, negligent acts or omissions, or intentional misconduct of Consultant, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement.

11. GOVERNMENTAL REGULATIONS. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

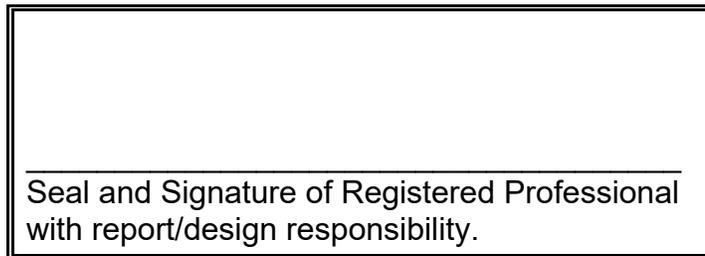
12. DOCUMENTS. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Consultant pursuant to this Agreement shall become the property of Agency upon completion of the work to be performed hereunder or upon termination of the Agreement.

13. COMPLIANCE WITH APPLICABLE LAWS. Consultant shall comply with all laws applicable to the performance of the work hereunder, including, but not limited to, laws

prohibiting discrimination based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

14. USE OF RECYCLED PRODUCTS. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

15. PROFESSIONAL SEAL. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility" as per sample below.



16. AMENDMENTS. This Agreement may be amended or modified only by a written agreement signed by all parties.

17. VALIDITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California and any suit or action by either party shall be brought in the County of San Joaquin, California.

19. MEDIATION. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be shared equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.

20. ATTORNEYS FEES. If a party brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.
21. NO-WAIVER. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
22. SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant survive the termination of this Agreement.
23. CONFLICT OF INTEREST. Consultant may serve other clients, but none who are active within the corporate limits of city or who conduct business that would place Consultant in a "conflict of interest" as that term is defined in the Political Reform Act, codified at California Government Code § 81000 *et seq.*
24. SOLICITATION. Consultant agrees not to solicit business at any meeting, focus group or interview related to this Agreement, either orally or through any written materials.
25. TERMINATION. The services to be provided under this Agreement may be terminated without cause at any point in time at the sole and exclusive discretion of Agency. The Agency shall provide Consultant a one week notice before terminating this Agreement.