



NOTICE TO QUALIFIED FIRMS REQUEST FOR QUALIFICATIONS

LAND SURVEYING AND MAPPING SERVICES ON AN AS-NEEDED BASIS RFQ 2019-002

INTRODUCTION

The Sacramento Area Flood Control Agency (SAFCA or Agency) is requesting Statements of Qualifications (SOQ) from qualified firms to provide Land Surveying and Mapping Services on an as-needed basis to support a variety of existing and future flood improvement projects administered by SAFCA. SAFCA's enabling legislation requires the Agency to have as its highest priority the protection of life, property, watercourses, watersheds, and public highways within its boundaries from damage from flood and storm waters. In addition, to the maximum extent economically feasible and consistent with its flood protection and flood management requirements and with state and federal agreements, the Agency shall carry out its responsibilities in ways which provide for the optimum protection of the natural environment, especially riparian habitat and natural stream channels suitable for native plant and wildlife habitat, and public recreation.

The purpose of this Request for Qualifications (RFQ) is to procure both broad-based and category specific contract(s), with multiple firms in each scope category, to meet SAFCA's needs for land surveying and mapping services on a wide variety of projects. The goal of this solicitation is to procure Land Surveying and Services to support SAFCA's mission as required under Federal and State regulations and policies. Services may be activated on a program, project-by-project or task-by-task basis.

NOTICE IS HEREBY GIVEN:

That SAFCA will receive submittals from qualified firms for LAND SURVEYING AND MAPPING SERVICES as outlined in this RFQ available from the address listed below:

SUBMITTAL DUE: 3:00 P.M., Pacific Time, AUGUST 23, 2019

Sacramento Area Flood Control Agency

Attn: Jennifer Heredia

1007 7th Street, 7th Floor

Sacramento, CA 95814

www.safca.org

**SACRAMENTO AREA FLOOD CONTROL AGENCY
1007 7TH STREET, 7TH FLOOR
SACRAMENTO, CA 95814**

**REQUEST FOR QUALIFICATIONS (RFQ)
LAND SURVEYING AND MAPPING SERVICES
ON AN AS-NEEDED BASIS**

RFQ Number: SAFCA 2019-002

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1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Qualifications (RFQ) is to define the minimum requirements, solicit Statements of Qualification (SOQ), and gain adequate information by which the Agency, SAFCA, may evaluate the services offered by Responding Firms.

SAFCA intends to secure three to five contracts for Land Surveying and Mapping Services on an as-needed basis.

At the sole determination of SAFCA, the Agency reserves the right to issue other solicitations for land surveying and mapping services during the term of any agreement resulting from this solicitation. At the sole determination of SAFCA, the Agency also reserves the right to award agreements to multiple firms in each of the service areas identified under this solicitation. Throughout this RFQ, the term "Selected Firms" refers to the firms selected by SAFCA to perform services under this solicitation. The term "Responding Firms" refers to the firms that submit a SOQ in response to this solicitation.

Surveying and Mapping Consultant / SAFCA's Representatives

The Selected Firms shall serve as the Agency's advocate and may serve as the Agency's representative when designated. The Selected Firms shall work as an extension of SAFCA staff. SAFCA will oversee and facilitate the interface of the Selected Firms with other agencies or stakeholders. The Selected Firms shall assist SAFCA by providing professional land surveying and mapping services and expertise to manage the activities and other project-related efforts within the public works context and in compliance with the governing codes and regulations applicable to each project component. The Selected Firms shall provide land surveying and mapping services that are consistent with the applicable laws, regulations, policies and procedures.

SAFCA Efforts - Individual task orders may be issued to support any of the following efforts, amongst others:

- 1) U.S. Army Corps of Engineers (USACE) implementation of the American River Common Features Natomas Basin Project.
- 2) USACE implementation of the Folsom Dam Joint Federal Project.
- 3) USACE implementation of the Folsom Dam Raise Project.
- 4) USACE implementation of the American River Common Features, WRDA 2016 Project.
- 5) Assisting SAFCA with plan formulation efforts associated with improving the level of flood protection of Sacramento to approximately 500 years.
- 6) O&M management planning of lands owned and operated by SAFCA and adjacent levee maintaining districts.
- 7) Other related efforts to support SAFCA's mission and goals.

Types of Projects - Task Orders that may be issued under the awarded contracts will likely include the following elements:

- Control Surveying and Mapping
- Right Of Way Identification and Definition
- Boundary and Right Of Way Surveying and Mapping
- Topographic Surveying and Mapping

- Preparation of Exhibit Maps and Legal Descriptions, Appraisal Exhibits and Right Of Way Strip Maps
- Preparation of Geographic Information System (GIS) Geodatabase and Mapping
- Quality Assurance Reviews and Verifications, Certifications and Monitoring
- General Project Management Support

Work Effort Locations – Most efforts will be performed in SAFCA’s jurisdiction which is primarily the Sacramento metropolitan area. However, some efforts may be necessary in Yolo, Solano, Sutter, El Dorado, and Placer Counties.

1.2 Scope of Services

Generally, the Selected Firms shall provide land surveying and mapping services including, but not limited to, control surveying and mapping, right of way identification and definition, boundary and right of way surveying and mapping, topographic surveying and mapping, preparation of right of way exhibits and legal descriptions, appraisal exhibits, right of way strip maps, and GIS geodatabase and mapping, quality assurance reviews and verifications, certifications and monitoring, and general project management support. More specifically, the Selected Firms shall have the capability to provide services to SAFCA including, but not limited to, the following service categories, without the use of sub-consultants excepting as permitted in Sections 1.2.4 and 1.2.6 below:

1.2.1 Control Surveying and Mapping

- Establish a primary geodetic control network suitable for all surveying on the project, including the setting of permanent monumentation, compliant with and conforming to USACE, California Dept. of Water Resources Geodetic Branch (DWR), and SAFCA procedures, guidelines, standards and requirements (“specifications”).
- Primary horizontal control shall be established using GPS static methods or other traditional and appropriate surveying methodologies. The survey shall be based on existing first or second order control that has been accepted into the National Geodetic Control Network. The adjusted horizontal coordinates shall be based on the North American Datum 1983 (NAD 1983), unless otherwise specified in individual task orders, and calculated to the nearest 0.01 foot.
- Primary vertical control must be established by a second order level run through all project control. The minimum requirements for this control must meet or exceed second order geodetic control and be suitable for design, construction and monitoring purposes. The level run and elevations shall be based on existing NGS vertical control benchmark(s) suitable to meet project requirements. The adjusted elevations shall be based on North American Vertical Datum 1988 (NAVD 1988), unless otherwise specified in individual task orders, and calculated to the nearest 0.01 foot.
- Establish secondary control network(s) based on the primary control network as required to facilitate project needs and progress.
- All deliverables shall be in both hardcopy and digital forms compliant with and conforming to USACE, DWR, and SAFCA specifications.
- Coordinating with USACE, DWR, and SAFCA, prepare a record of survey map (and corner records if applicable) containing detailed narrative and description for datum documentation, control and data acquisition, adjustment results and monumentation, and submit to and process through the appropriate County Surveyor for recordation. After final approval by the appropriate County, a stamped hard copy of the Record of Survey (and corner records if applicable) and CAD file as approved shall be provided to SAFCA.

1.2.2 **Right Of Way Identification and Definition**

- Coordinating with USACE, DWR, and SAFCA, assure the needs for rights of way for permanent and temporary uses are fully identified, e.g. are appropriate to and adequate for the footprint of project improvements, for temporary work areas, construction access and staging, for borrow and disposal sites and haul routes, for road and utility relocations, for drainage, flowage and flooding, and for operations and maintenance.
- Coordinating with USACE, DWR, and SAFCA, refine the nature of the rights to be acquired, e.g. fee vs. easement vs. permit/license, temporary vs. permanent, conditions and reservations, etc., and the location and configuration of each right of way acquisition.

1.2.3 **Boundary and Right Of Way Surveying and Mapping**

- Implementing the control network, perform a boundary survey of all properties affected by the project and of project rights of way compliant with and conforming to USACE, DWR, and SAFCA specifications.
- Review and comment on the property description, chain of title, encumbrances, and related matters disclosed in title reports for all properties affected by the project and for project rights-of-way. SAFCA anticipates that it will contract directly with title companies to obtain preliminary title reports.
- Stake proposed and/or final right of way lines as requested.
- Coordinating with USACE, DWR, and SAFCA, prepare the “land net” base mapping integrating and connecting the boundaries of all properties affected by the project together with the project right of way parcels, and showing plottable encumbrances per the title reports affecting the properties and parcels, compliant with and conforming to USACE, DWR, and SAFCA specifications.
- All deliverables shall be in both hardcopy and digital forms compliant with and conforming to USACE, DWR, and SAFCA specifications.
- Coordinating with USACE, DWR, and SAFCA, set all required boundary monumentation and prepare both pre- and post- construction record of survey mapping (and corner records if applicable), and submit to and process through the appropriate County Surveyor for recordation. After final approval by the County, a stamped hard copy of the Record of Survey (and corner records if applicable) and CAD file as approved shall be provided to SAFCA.

1.2.4 **Topographic Surveying and Mapping**

- Implementing the control network, topographic surveying may require use of aerial, bathymetric and/or ground methods for data collection, and may also include data collection on and mapping of subsurface utilities, compliant with and conforming to USACE, DWR, and SAFCA specifications, and other project-specific topographic mapping criteria. The topographic survey & mapping and digital terrain model shall meet applicable National Map Accuracy Standards, with each contour identified.
- Aerial photogrammetric survey and mapping shall be consistent in accuracy and detail with the topographic map specifications and criteria and may also include orthophotography and LiDAR data collection suitable to the project scale in support of design documents. The mapped contours and spot elevations shall be verified with ground survey data to assure compliance with the topographic mapping specifications and criteria. The aerial photogrammetric data and mapping shall be referenced to the established project control network. Aerial photogrammetric survey and mapping may be provided by a subconsultant identified pursuant to Section 5.2.1.5 of this RFQ.
- Bathymetric survey and mapping shall be consistent in accuracy and detail with the topographic mapping specifications and criteria. Underwater terrain is to be surveyed using LiDAR, ground survey methods and/or soundings. The bathymetric data and mapping shall

- be referenced to the established project control network. Bathymetric survey and mapping may be provided by a subconsultant identified pursuant to Section 5.2.1.5 of this RFQ.
- Ground survey and mapping shall be consistent in accuracy and detail with the topographic mapping specifications and criteria. Data shall be collected on all visible surface features, which may include exposed subsurface utilities and surface markings pertaining to subsurface utilities. Terrestrial scanning may be used to collect data with the scanning data verified by other ground survey methods to assure compliance with the topographic mapping specifications and criteria. The ground survey data and mapping shall be referenced to the established project control network.
 - Subsurface utility data collection and mapping shall be consistent in accuracy and detail with the topographic mapping specifications and criteria. Data collection on subsurface utilities may require potholing and/or the use of various invasive and non-invasive techniques to assure accurate locations and descriptions. The subsurface utility data and mapping shall be referenced to the established project control network. Subsurface utility surveying and mapping may be provided by a subconsultant identified pursuant to Section 5.2.1.5 of this RFQ.
 - All deliverables shall be in both hardcopy and digital forms, including the final survey data digitized into an individual geo-referenced Digital Evaluation Model (DEM) design file, and shall be compliant with and conforming to USACE, DWR, and SAFCA specifications and criteria.

1.2.5 **Preparation of Exhibit Maps and Legal Descriptions, Appraisal Exhibits and Right Of Way Strip Maps**

- For each right of way parcel acquisition, prepare an exhibit map, which shall also show the encumbrances described in the related title report, and prepare a legal description, including versions thereof suitable for use with the documents conveying right of way to SAFCA and for use with the documents conveying right of way from SAFCA to the State and/or the USACE.
- Prepare exhibit maps and/or legal descriptions for other purposes, such as for new utility easements, to define project phases and reaches, etc.
- Preparation of appraisal exhibits depicting the entirety of each property affected by right of way acquisition, including encumbrances described in the related title report.
- Preparation of right of way strip maps in formats as required for project right of way acquisition, design and construction purposes.
- All deliverables shall be compliant with and conforming to USACE, DWR, and SAFCA specifications.

1.2.6 **Preparation of GIS Geodatabase and Mapping**

- Prepare a geodatabase derived from the data inherent to the above-described surveying and mapping activities and generate related mapping and reports as requested.
- These services may be provided by a subconsultant identified pursuant to Section 5.2.1.5 of this RFQ.

1.2.7 **Quality Assurance Reviews & Verifications, Certifications and Monitoring**

- Perform reviews of and verifications on any aspect of surveying and mapping performed by others, including, but not limited to, data collection methodology, boundary resolution, data and mapping content, such as positions and descriptions and characterizations, and the nature, sufficiency and accuracy of staking and monumentation.
- Perform field reviews of project improvements at interim stages of construction and at completion and provide written reports and certifications as to their as-built status as of the time of the review, in terms of the general nature, line and grade (and quantities if

applicable) of the constructed improvements relative to the approved project plans and specifications.

- To assure the stability and integrity of the project improvements, monitor the position and visible characteristics of improvements on an as-needed or on-going periodic basis, and provide related reporting in an appropriate form.

1.2.8 **General Project Management Support**

- Miscellaneous activities, including, for instance, communication with others by various means, including attendance at multi-disciplinary meetings, as necessary to assure project coordination and progress, and the preparation of packages containing the recorded right of way conveyance documents granted to SAFCA together with the record documents pertaining to encumbrances intended to remain on title upon conveyance of the right of way from SAFCA to the State and/or the USACE.

1.3 **Contract Duration**

SAFCA intends to enter into contracts with an initial term of three (3) years, with the option to extend the term for up to two (2) additional one (1) year terms, but may also enter into contracts for the full five (5) year term from the outset.

If the initial term is less than three years, any extension of the contract term will occur through amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the total maximum contract amount will be increased through an amendment to the Contract.

1.4 **Submittal Deadline**

Statement of Qualifications (SOQs) shall be submitted no later than the Submittal Deadline time and date detailed in Section 2, RFQ Schedule of Events. Responding Firms shall respond to the written RFQ, which may include any exhibits, attachments, or amendments. A Responding Firm's failure to submit an SOQ as required before the deadline shall cause the firm's SOQ to be disqualified.

Responding Firms assume the risk of the method of dispatch/delivery chosen. SAFCA assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual Statement of Qualifications receipt by SAFCA. Late SOQs shall not be accepted nor shall additional time be granted to any potential Responding Firm.

Submittals may not be delivered orally, by facsimile transmission, via e-mail, or by other telecommunication or electronic means.

1.5 **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in SAFCA's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with SAFCA or in the employment practices of SAFCA's contractors. Accordingly, all firms entering into contracts with SAFCA shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.6 Assistance to Respondents With a Disability

Responding Firms represented by personnel with a disability may receive accommodation regarding the means of communicating this RFQ and participating in this procurement process. Responding Firms represented by personnel with a disability should contact the RFQ Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in Section 2, RFQ Schedule of Events.

2 RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents SAFCA's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Pacific Time. SAFCA reserves the right, at its sole discretion, to waive interviews and make final selections of firms recommended for contract award based on SOQs submitted by Responding Firms. SAFCA reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

	EVENT	DATE	TIME
1	SAFCA Issues RFQ	July 26, 2019	
2	Deadline for Written Comments/Questions	August 9, 2019	3:00 PM
3	SAFCA Issues Responses to Written Comments/Questions	August 16, 2019	
4	Deadline for Responding Firms to Submit SOQ's	August 23, 2019	3:00 PM
5	SAFCA Completes Evaluation of SOQ's Identifies Shortlisted Firms and Schedules Firm Interviews	August 30, 2019	
6	Firm Interviews, if required.	September 3-5, 2019	
7	Board of Directors Contract Authorization	September 19, 2019	
8	Anticipated Contract Start Date	TBD	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFQ Coordinator

The following RFQ Coordinator shall be the main point of contact for this RFQ.

Jennifer Heredia
Contract Specialist
Sacramento Area Flood Control Agency
1007 7th Street, 7th Floor
Sacramento, CA 95814
Phone: 916-874-7606
herediaj@saccounty.net

3.2 RFQ Number

SAFCA has assigned the following RFQ identification number that must be referenced in all communications regarding the RFQ:

RFQ-SAFCA 2019-002

3.3 Communications Regarding the RFQ

3.3.1 Upon release of this RFQ, all Responding Firm communications concerning this procurement must be directed to the RFQ Coordinator. Unauthorized contact regarding the RFQ with other SAFCA employees may result in disqualification.

3.3.2 All communications should be in writing to the RFQ Coordinator. Any oral communications shall be considered unofficial and nonbinding on SAFCA. Written Comments, including questions and requests for clarification, must cite the subject RFQ number. The RFQ Coordinator must receive these written requests by the deadline specified in the RFQ Schedule of Events. Responding Firms may send inquiries/clarifications via e-mail to the following e-mail address: herediaj@saccounty.net and must include the following in the e-mail subject line: **“RFQ 2019-002 Clarification + (the name of your organization)”**

3.3.3 No communication regarding this RFQ shall be sent by facsimile transmission.

3.3.4 SAFCA will respond in writing to written communications received prior to the Deadline for Written Comments. Such response will constitute an amendment to the RFQ. Only written responses to written communications shall be considered official and binding upon SAFCA. SAFCA reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

3.3.5 SAFCA will post copies of its written responses to written comments on SAFCA's webpage under Contracts and Employment Opportunities at www.SAFCA.org and it shall be the responsibility of the Responding Firm to monitor the posting of written responses.

3.3.6 Any data or factual information provided by SAFCA shall be deemed for informational purposes only, and if a Responding Firm relies on said factual information it should either:

- a) independently verify the information; or
- b) obtain SAFCA's written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Respondents

Responding Firms should carefully review this RFQ and all attachments, including but not limited to the *Standard Contract*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFQ objections must be made in writing and received by SAFCA’s RFQ Coordinator no later than the Deadline for Written Comments detailed in Section 2, RFQ Schedule of Events. This will allow issuance of any necessary amendment(s) in the form of Responses to Written Comments and help prevent the opening of defective submittals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of SAFCA, in writing, by the Deadline for Written Comments.

3.5 Statement of Qualifications Submittal

3.5.1 Respondents shall respond to this RFQ with a Statement of Qualifications (SOQ). One (1) original and three (3) copies of the SOQ along with one (1) digital copy shall be submitted to SAFCA in a sealed package and be clearly marked:

“Statement of Qualifications in Response to RFQ-2019-002”

3.5.2 All SOQs must be submitted to the RFQ Coordinator at the address listed in section 3.1 by the date and time identified as the Deadline for Submitting a Statement of Qualifications in Section 2, RFQ Schedule of Events.

3.6 Submittal Preparation, Interview and Negotiation Costs

SAFCA shall not pay any costs associated with the preparation, submittal, or presentation of any Statement of Qualifications, and costs incurred by the Responding Firms during the interview and negotiations phase of the solicitation process.

3.7 Statement of Qualifications Withdrawal

To withdraw an SOQ, the Responding Firm must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted SOQ, the Responding Firm may submit another SOQ at any time up to the Deadline for Submitting SOQs.

3.8 Statement of Qualifications Amendment

SAFCA shall not accept any amendments, revisions, or alterations to Statement of Qualifications after the deadline for SOQ submittal unless such is formally requested, in writing, by SAFCA.

3.9 Statement of Qualifications Errors

Responding Firms are liable for all errors or omissions contained in their Statement of Qualifications. Respondents shall not be allowed to alter SOQ documents after the deadline for submitting a Statement of Qualifications.

3.10 Incorrect Statement of Qualifications Information

If SAFCA determines that a Responding Firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the respondent knew or should

have known was materially incorrect, that submittal shall be determined non-responsive, and the SOQ shall be rejected.

3.11 Non-Negotiable Provisions

Since SAFCA contracts are subject to Government and Public Contract Codes, there are provisions which must be included in SAFCA contracts which may not be subject to negotiations as solely determined by SAFCA Counsel and SAFCA Risk Management providers.

3.13 Assignment and Subcontracting

3.13.1 The Responding Firm may not subcontract, transfer, or assign any portion of the contract without prior, written approval from SAFCA. Each subconsultant must be approved in writing by SAFCA. The substitution of one subcontractor for another may be made only at the discretion of SAFCA and with prior, written approval from SAFCA.

3.13.2 Notwithstanding the use of approved subconsultants, the Responding Firm, if awarded a contract under this RFQ, shall be the prime consultant and shall be responsible for all services performed.

3.14 Right to Refuse Personnel

SAFCA reserves the right to refuse, at its sole discretion, any subconsultant or any personnel provided by the prime consultant or its subconsultant.

3.15 Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFQ) may be considered nonresponsive and rejected, although SAFCA is interested in understanding if Responding Firms can provide services in addition to those requested and listed in Section 1.2.

3.16 Proposal of Additional Services

If a Responding Firm indicates the capability and offers services in addition to those required by and described in this RFQ, these additional services may be added to the contract before contract signing at the sole discretion of SAFCA. The cost for any such additional services shall be mutually agreed upon by the Selected Firm and SAFCA and incorporated into the contract before contract signing.

3.17 Insurance

The apparent successful Responding Firm may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, SAFCA may, at its sole discretion, require the apparent successful Respondent to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by SAFCA shall be in form and substance acceptable to SAFCA.

3.18 Licensure

Before a contract pursuant to this RFQ is signed, the Selected Firm must hold all necessary, applicable business and professional licenses. SAFCA may require any or all Responding Firms and/or the Responding Firm's subcontractors to submit evidence of proper licensure.

3.19 Conflict of Interest and Statement of Qualifications Restrictions

3.19.1 By submitting a SOQ, the Responding Firm certifies that no amount shall be paid directly or indirectly to an employee or official of SAFCA as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or contractor to the Respondent in connection with the procurement under this RFQ.

Notwithstanding this restriction, nothing in this RFQ shall be construed to prohibit another agency or other governmental entity from making a submittal, being considered for award, or being awarded a contract under this RFQ.

3.19.2 SAFCA shall not contract with an individual who is, or within the past six months has been, an employee of SAFCA. An individual shall be deemed a SAFCA employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by SAFCA. A contract with a company in which a controlling interest is held by a SAFCA employee shall be considered a contract with said individual and shall be prohibited.

3.19.3 Any individual, company, or other entity involved in assisting SAFCA in the development, formulation, or drafting of this RFQ or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Respondents, and said individual, company, or other entity may not submit an SOQ in response to this RFQ.

3.20 RFQ Amendment and Cancellation

SAFCA reserves the unilateral right to amend this RFQ in writing at any time. SAFCA also reserves the right to cancel or reissue the RFQ at its sole discretion. SAFCA shall post copies of RFQ amendments on the SAFCA webpage and it shall be the responsibility of the Responding Firm to monitor the posting of written responses. Responding Firms shall respond to the final written RFQ and any exhibits, attachments, and amendments.

3.21 Right of Rejection

3.21.1 SAFCA reserves the right, at its sole discretion, to reject any and all SOQs or to cancel this RFQ in its entirety.

3.21.2 Any submittal received which does not meet the requirements of this RFQ may be considered to be non-responsive, and the SOQ may be rejected. Responding Firms must comply with all of the terms of this RFQ and all applicable State and local laws and regulations. SAFCA may reject any SOQ that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

3.21.3 Responding Firms may not restrict the rights of SAFCA or otherwise qualify their SOQs. If a Respondent does so, SAFCA may determine the SOQ to be a non-responsive counteroffer, and the SOQ may be rejected.

3.21.4 SAFCA reserves the right, at its sole discretion, to waive variances in submittals provided such action is in the best interest of SAFCA. Where SAFCA waives minor variances in submittals, such waiver does not modify the RFQ requirements or excuse the Responding Firm from full compliance with the RFQ. Notwithstanding any minor variance, SAFCA may hold any Responding Firm to strict compliance with the RFQ.

3.22 Disclosure of Submittal Contents

All SOQs and other materials submitted in response to this RFQ procurement process become the property of SAFCA. Selection or rejection of a submittal does not affect this right. All SOQ information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of submittals and contracts approval, the SOQs and associated materials shall be open for review by the public to the extent allowed by the *California Public Records Act*, (Government Code Section 6250-6270 and 6275-6276). By submitting an SOQ, the Responding Firm acknowledges and accepts that the contents of the submittal and associated documents shall become open to public inspection.

3.23 Proprietary Information

The master copy of each SOQ shall be retained for official files and will become public record after the award of a contract unless the SOQ or specific parts of the submittal can be shown to be exempt by law (Government code §6276). Each Responding Firm may clearly label part of a submittal as "CONFIDENTIAL" if the Respondent thereby agrees to indemnify and defend SAFCA for honoring such a designation. The failure to so label any information that is released by SAFCA shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by SAFCA, SAFCA will notify the Responding Firm of the request and delay access to the material until seven working days after notification to the Respondent. Within that time delay, it will be the duty of the Respondent to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.24 Severability

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of SAFCA and Responding Firms shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Submittals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on SAFCA as a result of the participation of multiple entities.

4.1.1 The submittal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFQ.

4.1.2 The submittal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFQ.

4.1.3 The SOQ transmittal letter must be signed by each Principal of the joint venture and include all required information.

5 STATEMENT OF QUALIFICATIONS (SOQ) FORMAT AND CONTENT

5.1 General Statement of Qualifications Requirements

- 5.1.1 SAFCA discourages lengthy and costly submittals. SOQs should be prepared simply and economically and provide a straightforward, concise description of the Responding Firms' capabilities to satisfy the requirements of this RFQ. Emphasis should be on conformity to SAFCA's instructions, requirements of this RFQ, and completeness and clarity of content.
- 5.1.2 Responding Firms must follow all formats and address all portions of the RFQ set forth herein providing all information requested. Respondents may retype or duplicate any portion of this RFQ for use in responding to the RFQ, provided that the SOQ clearly addresses all of SAFCA's information requirements.
- 5.1.3 Responding Firms must respond to every subsection under the SOQ and Fee Schedule sections below. Respondents must label each response to RFQ requirements with the section and subsection numbers associated with the subject requirement in this RFQ (e.g., the response to the third requirement of the SOQ Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at SAFCA's sole discretion, result in the rejection of the Submittal.

SOQs must not contain extraneous information. All information presented in an SOQ must be relevant in response to a requirement of this RFQ, must be clearly labeled, and, if not incorporated into the body of the SOQ itself, must be referenced to and from the appropriate place within the body of the SOQ. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Submittals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All submittal pages must be numbered.
- 5.1.5 Responding Firms must submit their SOQs in accordance with Section 2 of this RFQ by the Deadline for Submitting an SOQ in the RFQ Schedule of Events.

5.2 Statement of Qualifications (SOQ)

The SOQ shall be divided with labeled tabs into the following sections:

1. SOQ Transmittal Letter, to include:
 - a. Confirmation of *Receipt of Response to Written Comments*;
 - b. Statement of acknowledgment that SAFCA's *SAMPLE Standard Contract Agreement* has been reviewed and accepted with or without qualification;
2. Mandatory Responding Firm's Qualifications;
 - a. Signed *Attachment 8.4, Certification of Compliance*;
3. General Responding Firm's Qualifications and Experience;
4. Fee Schedule

If an SOQ fails to detail and address each of the requirements detailed herein, SAFCA may determine the information submitted to be non-responsive and reject it.

- 5.2.1 **Statement of Qualifications Transmittal Letter.** The SOQ must provide a written transmittal and offer of the Responding Firm in the form of a standard business letter. The SOQ Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each SOQ must meet the SOQ Transmittal Letter requirements and provide all required documentation. An SOQ Transmittal Letter is mandatory, and failure to provide the information as required may result in the submittal being considered non-responsive and rejected.
- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the Responding Firm to the provisions of this RFQ and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the SOQ remains valid for at least sixty (60) days subsequent to the date of the Fee Schedule opening and thereafter in accordance with any resulting contract between the Responding Firm and SAFCA.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the submittal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person SAFCA should contact regarding the SOQ.
- 5.2.1.5 The letter shall state whether the Responding Firm intends to use subconsultants. If so, clearly identify the names of the subconsultants along with complete mailing addresses and the scope and portions of the services the subconsultants shall perform. (NOTE: The Selected Firm must notify SAFCA prior to the use of any subconsultants).
- 5.2.1.6 The letter shall state whether the Responding Firm or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by SAFCA) and, if so, the nature of that conflict. SAFCA reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of SAFCA.
- 5.2.1.7 The letter shall also include a statement of acknowledgment that SAFCA's SAMPLE Standard Contract Agreement has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. The scope of work for the contract will be developed during the negotiation process but will initially be based on the Task List in Section 1.2 of the RFQ. If no modifications to the Agreement are noted, then SAFCA will assume that the Firm is capable of performing all normal managerial tasks and services without reservation or qualification to the Agreement.
- 5.2.2 **Mandatory Respondent Qualifications.** SOQs shall provide responses and documentation, as required, that indicate that the Responding Firm has met the Mandatory Respondent Qualifications requirements. Any SOQ which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the submittal may be rejected. SOQs shall include the following information:
- 5.2.2.1 Written confirmation that the Responding Firm shall comply with all of the provisions in this RFQ and shall accept all terms and conditions set out in the Standard Contract in Section 8 of this RFQ unless exceptions are noted pursuant to Section 5.2.1.7 above. (NOTE: If the SOQ fails to provide said confirmation without exception or qualification, SAFCA, at its sole discretion, will determine that the Responding Firm will comply with all provisions of the Standard Contract.)

- 5.2.2.2 Written certification and assurance of the Responding Firm's compliance with the following regulations: (Use Attachment 8.4, Certification of Compliance)
- a) the laws of the State of California;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted SOQ was independently arrived at, without collusion, under penalty of perjury;
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of SAFCA as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or contractor to the Respondent in connection with the Procurement under this RFQ;
 - h) California Department of Industrial Relations, Division of Occupational Safety and Health (also known as Cal/OSHA); and,
 - i) California Department of Health Services
 - j) Drug free work place.

Copies of certifications and accreditations shall be given to SAFCA before the start of the provision of services.

- 5.2.3 **General Respondent Qualifications and Experience.** SOQs shall provide the following information (referencing the subsections in sequence) to evidence the Responding Firm's experience in delivering services similar to those required by this RFQ:
- 5.2.3.1 A brief description of the Responding Firm's background and organizational history, including current licenses/certifications held by the Responding Firm that directly relate to the land surveying and mapping services solicited;
 - 5.2.3.2 Number of years in business;
 - 5.2.3.3 A brief statement of how long the Responding Firm has been performing the services required by this RFQ;
 - 5.2.3.4 Location of office(s) with clear identification of the office(s) from which services will be performed;
 - 5.2.3.5 A description of the Responding Firm's number of employees, longevity, client base;
 - 5.2.3.6 Whether there have been any mergers, acquisitions, or sales of the Responding Firm's company within the last five years (if so, an explanation providing relevant details);
 - 5.2.3.7 Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);
 - 5.2.3.8 A statement as to whether the Responding Firm or any of the Responding Firm's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;
 - 5.2.3.9 A statement as to whether there is any pending litigation against the Responding Firm; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Responding Firm's performance in a contract under this RFQ;

- 5.2.3.10 A statement as to whether, in the last ten years, the Responding Firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 5.2.3.11 A list, if any, of all current contractual relationships with SAFCA and all those completed within the previous five year period— the list must include:
- a) the contract number;
 - b) the contract term; and
 - c) the type of services provided thereunder.

(NOTE: Current or prior contracts with SAFCA are NOT a prerequisite to being awarded the maximum available points for the Responding Firm's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the Responding Firm Qualifications and Experience category points.)

- 5.2.3.12 A brief, descriptive statement indicating the Responding Firm's credentials to deliver the services sought under this RFQ;
- 5.2.3.13 Describe in detail a maximum of ten public sector or similar projects completed in the last five years that demonstrates the following:
- Experience providing services such as control surveying, boundary surveying, topographic surveying, bathymetric surveying, right of way mapping, preparation of legal descriptions, record of survey mapping, construction quality assurance verifications, and project management;
 - Experience with public sector projects;
 - Experience performing tasks listed in Section 1.2 of the RFQ.

Limit: One page per project.

Identify client references for all projects listed, include name of firm or organization, position title of reference and current phone number;

- 5.2.3.14 Describe in detail, work that the Responding Firm has directly performed on a maximum of four projects that shows:
- A demonstrated ability to meet internal and project deadlines, major milestone and overall project schedule, identifying specific forecast and recovery tools/ methods used to maintain schedules.
 - A demonstrated ability to deliver services within the stipulated project budget, including forecast and recovery tools/methods used to maintain budget.

Limit: one page per Project.

- 5.2.3.15 Provide a matrix referencing work performed relative to projects listed in Section 5.2.3.14 indicating key personnel listed in Section 5.2.3.16 responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subconsultants, if subconsultants are proposed.
- 5.2.3.16 An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFQ and illustrating the lines of authority and designate the individual responsible for the completion of services and deliverables listed in Section 1.2 of the RFQ;

- 5.2.3.17 A narrative description of the proposed project team, its members, and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to SAFCA on a day-to-day basis.
- 5.2.3.18 A personnel roster and resumes of key people who shall be assigned by the Responding Firm and its subconsultants to perform duties or services under the contract. Resumes shall detail each individual's title, education, current position with the Responding Firm or subconsultants. Include the anticipated percentage of time (in full time equivalents) that each will be available to work during the term of the contract. Identify the duration of employment with the Responding Firm and other firms for each person listed. Describe the relevant experience and education, professional licenses and demonstrated accomplishments of these key staff members. State their knowledge of applicable codes and regulations, required approval processes, and software applications. Clarify which personnel from the Responding Firm have worked directly with the proposed subconsultants (if subconsultants are proposed) and describe the nature and quality of past working relationships on similar projects;
- 5.2.3.19 Describe the operational or organizational approach to fulfilling the scope of services/ contract intent and state how this model will coordinate with SAFCA's Project Management Team.
- 5.2.3.20 Provide a list of additional services that the firm is willing to provide beyond those listed in Section 1.2 of this RFQ.
- 5.2.4 **Fee Schedule.** The Responding Firm must provide the following information to allow for the review of the hourly rates for the consulting services.
- 5.2.4.1 Provide a Standard Rates Schedule for the Responding Firm and proposed subconsultants, including hourly rates for each position (correlating job title with the position for hourly rates listed), and reimbursable expenses. Differentiate standard or basic services from services the Responding Firm and its subconsultants would consider to be additional services.
- 5.2.4.2 It is SAFCA's intent to initiate and pay for the land surveying and mapping services on an individual task and/or work order basis initiated by an individual task and/or service order following execution of the broad-based Agreement. Initiation of the broad-based Agreement does not guarantee any payment until individual task and/or service orders are subsequently authorized.

6 EVALUATION, CONSULTANT SELECTION, AND CONTRACT AWARD

6.1 Statement of Qualifications Evaluation Categories and Maximum Points

- | | | | | | | |
|---|--|-------|---|-------------|---|--------|
| • | Firm’s Background/Organizational History
(Section 5.2.3.1 – 5.2.3.11) | _____ | X | <u>0.25</u> | = | _____ |
| | | Score | | Weight | | Rating |
| | | | | | | |
| • | Firm’s Credential’s/Experience
(Section 5.2.3.12 – 5.2.3.14) | _____ | X | <u>0.25</u> | = | _____ |
| | | Score | | Weight | | Rating |
| | | | | | | |
| • | Proposed Personnel and Subconsultants
(Section 5.2.3.15 – 5.2.3.20) | _____ | X | <u>0.40</u> | = | _____ |
| | | Score | | Weight | | Rating |
| | | | | | | |
| • | Appropriateness of Proposed Fee Schedule
(Section 5.2.4) | _____ | X | <u>0.10</u> | = | _____ |
| | | Score | | Weight | | Rating |

Total Points _____

Please evaluate the proposals using the following cumulative point system (maximum of 5.00 points):

Scoring

Outstanding	=	5
Very Good	=	4
Good	=	3
Average	=	2
Poor	=	1
Not Addressed or Unacceptable	=	0

Additional review factors include:

- References
- Interviews – If the Selection Committee determines to include interviews in the selection process

6.2 Statement of Qualifications Evaluation Process

- 6.2.1 The evaluation process is designed to award the procurement to the Respondents with the best combination of attributes based upon the evaluation criteria, not necessarily to the Responding Firm with the lowest fees. Therefore, SOQs are evaluated against the evaluation criteria in this RFQ and NOT against SOQs submitted by other firms.
- 6.2.2 The RFQ Coordinator shall manage the SOQ evaluation process and maintain SOQ evaluation records. An Evaluation Team made up of three or more members shall be responsible for evaluating SOQs.
- 6.2.3 All SOQs shall be reviewed by the RFQ Coordinator to determine compliance with basic SOQ requirements as specified in this RFQ. If the RFQ Coordinator determines that an SOQ may be missing one or more such requirements, the RFQ Coordinator, the SOQ Evaluation Team, or SAFCA Counsel shall review the submittal to determine:

- a) if it meets requirements for further evaluation;
- b) if SAFCA shall request clarification(s) or correction(s); or
- c) if SAFCA shall determine the submittal nonresponsive and reject it.

6.2.4 The Evaluation Team shall evaluate responsive SOQs. Each evaluator shall score the evaluation categories of each SOQ. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFQ. Each evaluator shall use only whole numbers for scoring submittals.

6.2.5 SAFCA reserves the right, at its sole discretion, to request clarifications of SOQs or to conduct discussions for the purpose of clarification with any or all Responding Firms. The purpose of any such discussions shall be to ensure full understanding of the SOQ. Discussions shall be limited to specific sections of the SOQ identified by SAFCA and, if held, shall be after initial evaluation of SOQ. If clarifications are made as a result of such discussion, the Respondent shall put such clarifications in writing.

6.2.6 Upon completion of SOQ evaluation scoring by the Evaluation Team, the RFQ Coordinator shall calculate the average SOQ Evaluation score for each SOQ.

6.2.7 The top rated firms with the highest score from the SOQ evaluation scoring may be interviewed and rated. SAFCA reserves the right, at its sole discretion, to determine the number of respondents to be interviewed. The interview should be led by the individual identified by the Responding Firm who will be the primary contact with SAFCA on a day-to-day basis.

6.2.8 The same evaluation criteria used for the SOQ evaluation process will be used to rate the firms during the interviews, if interviews are conducted as part of the selection process. At the end of the interview process, the Evaluation Panel will re-rank the firms to determine the best evaluated Firm.

6.2.9 The RFQ files shall be made available for public inspection upon request following contract approval.

6.3 Contract Award Process

6.3.1 After the results have been validated by SAFCA the RFQ Coordinator will invite the best evaluated Firms to participate in negotiations with SAFCA. SAFCA reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Responding Firms

6.3.3 The apparent best evaluated Responding Firms shall be prepared to enter into a contract with SAFCA which shall be substantially the same as the *SAMPLE Standard Contract* included in Section 8 of this RFQ. Notwithstanding, SAFCA reserves the right to add terms and conditions, deemed to be in the best interest of SAFCA, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of SOQ evaluations.

6.3.4 If any Responding Firms fails to sign and return the contract drawn pursuant to this RFQ and final contract negotiations within 14 calendar days of its delivery to the Respondents, SAFCA may determine, at its sole discretion, that the Respondent is nonresponsive to the terms of this RFQ and reject the SOQ and withdraw the offered contract.

6.3.6 Contract award shall be subject to the contracts approval of all appropriate SAFCA officials in accordance with applicable SAFCA contracting policies and authorities.

7 STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFQ and the contractor selection processes do **not** obligate SAFCA and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated Responding Firm or any potential contractor or subcontractor. Contract award and SAFCA obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the best evaluated Responding Firm and SAFCA to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved and invoices for services provided are submitted and approved as required by SAFCA. Under no conditions shall SAFCA be liable for payment of any type associated with the contract or responsible for any services provided by the Selected Firm, even services provided in good faith and even if the Selected Firm is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by SAFCA.

7.3 Contract Monitoring

The Selected Firm shall be responsible for the completion of all services set out in the contract. All services are subject to review, evaluation, and acceptance by SAFCA. SAFCA may employ all reasonable means to ensure that the services are progressing and being performed in compliance with the contract. At reasonable times, SAFCA may inspect those areas of the Selected Firm's place of business that are related to the performance of the contract. If SAFCA requires such an inspection, the Selected Firm shall provide reasonable access and assistance.

7.4 Contract Amendment

During the course of this contract, SAFCA may request the Selected Firm to perform additional services for which the Selected Firm would be compensated. Those services shall be within the general scope of this RFQ. In such instances, SAFCA shall provide the Selected Firm a written description of the additional services, and the Selected Firm shall submit a time schedule for accomplishing the additional services and a price for the additional services based on the rates included in the Selected Firm's Fee Schedule to this RFQ. If SAFCA and the Selected Firm reach an agreement regarding the services and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional services must be mutually agreed upon by the parties and signed by the Selected Firm and SAFCA. The Selected Firm shall **not** commence additional services until SAFCA has issued a written contract amendment and secured **all** required approvals.

8 STANDARD CONTRACT

The *SAMPLE Standard Contract* provided in Attachment 8.1 shows the standard terms and conditions for SAFCA's consulting services contracts. SAFCA's standard *Cost Reimbursement Guidelines* and *Consultant Insurance Requirements* are provided in Attachment 8.2 and 8.3, respectively.

SACRAMENTO AREA FLOOD CONTROL AGENCY

CONTRACT NO. [NUMBER]
with
[CONSULTANT]
for
[DESCRIPTION OF SERVICES]

THIS Agreement shall be effective the [DAY] day of [MONTH] [YEAR], by and between the SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint powers authority established pursuant to the laws of the State of California, hereinafter referred to as "SAFCA", and [CONSULTANT NAME], hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the Executive Director has determined that it is desirable to retain a consultant to provide [DESCRIPTION OF SERVICES] services; and

WHEREAS, CONSULTANT by reason of the firm's qualifications, experience and facilities for performing the type of services contemplated herein has proposed to provide the desired services; and

WHEREAS, SAFCA Resolution [RESO #], authorizes the Deputy Executive Director to enter into an Agreement for said services with CONSULTANT; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, SAFCA and CONSULTANT agree as follows:

AGREEMENT

1. SCOPE OF SERVICE

The scope of services covered by this Agreement are those services identified in Exhibit [EXHIBIT #] attached hereto and by this reference incorporated herein. If there is conflict between the terms of this Contract and Exhibit A, the terms of the Contract shall prevail.

CONSULTANT shall immediately notify SAFCA'S Project Manager in writing of any work that SAFCA requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until SAFCA approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT'S compensation is approved and executed by both parties.

2. **TERM OF AGREEMENT**

Unless amended pursuant to Section 17 or terminated pursuant to Section 16 herein, this Agreement shall

[CHOOSE ONE OF THE FOLLOWING TWO]

expire when the services identified in Section 1 above are fully performed.
 expire on the [DAY] day of [MONTH] [YEAR].

3. **SCHEDULE FOR PERFORMANCE**

CONSULTANT shall perform the services identified in Exhibit [EXHIBIT # USUALLY- A] **[CHOOSE ONE OF THE FOLLOWING THREE]**

- as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
- in accordance with the Project Schedule attached as Exhibit [EXHIBIT #].
- in accordance with the Project Schedule shown in Exhibit [EXHIBIT #]

4. **COMPENSATION AND PRICE CEILING**

[CHOOSE ONE OF THE FOLLOWING]

The compensation to be paid by SAFCA to CONSULTANT for the services rendered hereunder shall be on a time and expense basis based upon the Rate Schedule attached as Exhibit [EXHIBIT #].

TOTAL PRICE CEILING:

\$[AMOUNT]

Total compensation for services rendered by CONSULTANT to SAFCA, including reimbursable expenses, shall not exceed the Total Price Ceiling.

SAFCA shall make no payment to CONSULTANT in any greater amount for any extra, further or additional services unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with Section 17.

5. **INVOICING AND PAYMENT**

CONSULTANT shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. CONSULTANT shall reference the contract number on all invoices. CONSULTANT shall use the format, content, and support documentation for invoices specified by SAFCA to identify the actual level of work effort, including the hours actually worked by each classification or employee name, and the actual expenditures on tasks and subtasks and/or project status with respect to any work product, milestone, or other events required by this Agreement. The detail in the monthly invoice shall inform SAFCA of both the nature and progress of work. Payment for reimbursable expenses

will be made in accordance with Exhibit B. The IRS current guidelines for mileage and meal reimbursement will be strictly adhered to and override the current Exhibit B.

SAFCA shall approve or disapprove said invoice or billing within ten (10) days following receipt thereof, and shall pay, within thirty (30) days approval, all approved invoices and billings. SAFCA reserves the right to withhold payment of disputed specific items and shall give notice to the CONSULTANT, pursuant to Section 6 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.

CONSULTANT shall notify SAFCA'S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two percentages, and an assessment of the cost of the remaining work to be performed.

6. NOTICES

Any notices or other communications to be given to either party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

SAFCA	SACRAMENTO AREA FLOOD CONTROL AGENCY 1007 7th Street, 7th Floor Sacramento, CA 95814 ATTENTION: [SAFCA Project Manager]	916 874-7606 Fax 874-8289
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CONSULTANT	[CONSULTANT NAME] [ADDRESS] [CITY, STATE ZIP] ATTENTION: [CONTACT PERSON]
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Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by facsimile machine provided, however, that notice by facsimile machine shall be followed by notice deposited into the United States mail as discussed above.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed by the parties hereto that CONSULTANT is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of SAFCA. SAFCA is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this

Agreement; and as an independent contractor, CONSULTANT hereby indemnifies and holds SAFCA harmless from any and all claims that may be made against SAFCA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of SAFCA as to the designation of tasks to be performed, and the results to be accomplished but not the means, methods or sequence used by CONSULTANT for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT.

D. It is further understood and agreed that as an independent contractor and not an employee or agent of SAFCA, CONSULTANT shall have no entitlement as a SAFCA employee, or any right to act on behalf of SAFCA in any capacity whatsoever as agent, or to bind SAFCA to any obligation whatsoever, unless CONSULTANT has been specifically authorized to negotiate legislation or enter into Agreements on SAFCA'S behalf.

E. It is further understood and agreed that CONSULTANT must issue W-2 Forms or other suitable tax forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel or subconsultants under the terms and conditions of this Agreement.

8. AUTHORITY OF CONSULTANT

It is understood and agreed that CONSULTANT is to provide information, research, advice, recommendations and consultant services to SAFCA. CONSULTANT shall possess no authority with respect to any SAFCA decision. SAFCA is responsible for and shall make all policy decisions related to work of CONSULTANT.

9. POTENTIAL CONFLICTS OF INTEREST

CONSULTANT shall disclose its involvement in any projects which may be directly affected by actions taken by SAFCA based on the services provided hereunder. CONSULTANT shall not write a proprietary specification for material or equipment from companies in which it holds a beneficial interest.

CONSULTANT certifies that it has disclosed to SAFCA any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT hereby agrees to advise SAFCA in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein, within

ten (10) days of CONSULTANT'S knowledge of such conflict. SAFCA reserves the right to require CONSULTANT to submit a financial disclosure statement.

CONSULTANT agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. CONSULTANT may request a waiver of these requirements from SAFCA. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and CONSULTANT'S reasons and justification for requesting such a waiver. The request shall be submitted to SAFCA pursuant to Section 6 of this Agreement.

10. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports or other work products of CONSULTANT hereunder shall be the property of SAFCA and shall be delivered to SAFCA upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by SAFCA. SAFCA shall have joint ownership of any copyright interest(s) created for documents prepared or produced under this Agreement and shall be able to utilize, reproduce or publish said documents by any means with no further compensation to or permission from CONSULTANT. Any such reuse or modification for purposes other than those intended by the CONSULTANT shall be at SAFCA's sole risk and without liability to the CONSULTANT.

11. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONSULTANT shall indemnify, defend and hold harmless SAFCA, its Board of Directors, officers, employees, and authorized agents and volunteers from and against any and all demands, claims, actions, liabilities, losses, damages, and all expenses and costs, including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by SAFCA directly attributable to the performance of CONSULTANT, to the extent arising out of, pertaining to, or relating to the negligent, recklessness or willful misconduct of the CONSULTANT, its employees, or the CONSULTANT's subconsultants or subcontractors at any tier, or any other party for which CONSULTANT is legally liable under law.

The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and, thereafter, upon tender in writing to CONSULTANT. CONSULTANT shall defend SAFCA with counsel reasonably acceptable to SAFCA. CONSULTANT'S indemnification and defense obligation shall require CONSULTANT to defend SAFCA until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement

process establishing the proportionate percentage of fault of the parties under law. In the event that fault is apportioned between CONSULTANT and SAFCA, CONSULTANT'S final cost of defense shall not exceed its proportionate percentage of fault. To the extent that CONSULTANT'S cost of defense exceeds its proportionate percentage of fault, SAFCA shall reimburse CONSULTANT.

If requested by SAFCA, CONSULTANT agrees to participate, at its own expense, in the defense of a claim to provide testimony or to produce documents or other information relevant to the defense of the claim.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the CONSULTANT or the CONSULTANT'S subconsultants or subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Section shall survive the expiration or termination of this Agreement.

12. INSURANCE

CONSULTANT agrees that it will maintain in full force and effect, for the duration of the performance of the work covered by this Agreement, at its sole cost and expense, insurance coverages as set forth in Exhibit C attached hereto. With the exception of Worker's Compensation Insurance, which shall be provided in accordance with the statutory requirements of the State of California, CONSULTANT'S subconsultants and/or subcontractors shall maintain insurance coverages at such limits determined by CONSULTANT. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit C. It is understood and agreed that SAFCA shall not pay any sum to CONSULTANT under this Agreement unless and until SAFCA is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered.

13. PROFESSIONAL SERVICES

CONSULTANT agrees that the work hereunder shall be performed and completed in a professional manner and according to the professional standards observed by a competent practitioner of the profession in which CONSULTANT and any sub-consultants are engaged. CONSULTANT shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of SAFCA without the prior written consent of SAFCA. SAFCA representatives shall, with reasonable notice, have access to the work for purpose of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

14. NON-DISCRIMINATION IN EMPLOYMENT

A. CONSULTANT shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, or physical or mental handicap. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices that CONSULTANT shall provide an atmosphere free of sexual harassment for employees, clients, and volunteers.

B. CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

15. FINANCIAL RECORDS

A. CONSULTANT shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement, including records of all of its reimbursable expenses incurred in connection therewith which shall be maintained in accordance with generally accepted accounting principles consistently applied. SAFCA or any duly authorized representative of SAFCA shall, with reasonable notice, have access to and the right to examine, audit and copy such records. The Auditor or his or her designated representative shall not disclose to any other person any personally identifiable information concerning client services performed by CONSULTANT derived as a result of the conduct of any audit.

B. CONSULTANT shall be afforded the opportunity to review any draft audits prepared following review of its financial records and shall be afforded the opportunity to provide an explanation to the auditor regarding any issues raised as a result of said draft audit. Said explanation shall be included and discussed in the final audit report.

C. CONSULTANT shall reimburse SAFCA for any overpayment, determined to have been made as a result of an audit of CONSULTANT'S records as discussed above, not later than ten (10) days following the date of service of written notice to CONSULTANT of the amount of overpayment.

16. TERMINATION

SAFCA shall have the right to terminate this Agreement at any time by serving upon CONSULTANT thirty (30) days advance written notice of termination. The notice shall be

deemed served and effective for all purposes on the date it is deposited in the United States mail; postage prepaid and addressed to CONSULTANT at the address indicated in Section 6. In the event SAFCA issues such notice of termination:

A. CONSULTANT shall cease rendering services as of the effective date of the termination pursuant to this Agreement.

B. CONSULTANT shall deliver to SAFCA copies of all writings prepared pursuant to this Agreement. The term “writings” shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photocopy, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

C. SAFCA shall have full ownership and control of all such writings delivered by CONSULTANT pursuant to this Agreement.

D. SAFCA shall pay CONSULTANT for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

Notwithstanding the thirty-day notice provision contained within this section it is hereby agreed that SAFCA may terminate this Agreement or amend this Agreement immediately upon written notice served upon CONSULTANT that funds are not available from external sources for this Agreement or for any portion thereof; or that SAFCA has not budgeted sufficient funds for this Agreement in SAFCA’S final budget for applicable fiscal year(s). In this event CONSULTANT shall cease rendering services immediately upon being served with the above notice.

17. AMENDMENTS

Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

18. SUCCESSORS AND WAIVERS

This Agreement shall bind the successors of SAFCA and CONSULTANT in the same manner as if they were expressly named. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

19. ASSIGNMENT

CONSULTANT shall not assign or transfer its duties, responsibilities or interests pursuant to this Agreement without the express written consent of SAFCA.

20. INTERPRETATION AND ENFORCEMENT

Interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

21. DISPUTES

Any dispute arising under this Agreement shall be decided by SAFCA'S Executive Director who shall put his decision in writing and give notice to CONSULTANT pursuant to Section 6. The decision of the Executive Director shall be final unless within thirty (30) days from the date of mailing such copy CONSULTANT appeals the decision in writing to the Board of Directors of SAFCA. In connection with any appeal proceeding under this paragraph, CONSULTANT shall be afforded the opportunity to be heard and offer evidence in support of its appeal. Pending a final decision of the dispute hereunder, CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the Executive Director's decision. Nothing contained herein shall impair SAFCA'S or CONSULTANT'S right to bring suit in a court of competent jurisdiction after exhausting the administrative remedy herein. Any court proceedings shall be brought in Sacramento, California.

22. SUBCONTRACTING

The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without the written authorization of SAFCA, except that which is expressly identified in Exhibit [EXHIBIT #].

23. CONFIDENTIAL INFORMATION

All data, documents, discussions, or other information developed or received by or for CONSULTANT in performance of this Agreement are confidential and CONSULTANT shall not disclose such information to any person except as authorized by the Executive Director or Agency Counsel, or their designee, or as required by law.

24. PARTIES TO AGREEMENT

CONSULTANT and SAFCA are the only parties to this Agreement. The member entities making up SAFCA are not parties and are not liable for any SAFCA obligation set forth herein.

25. INTERPRETATION

It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation and that each of the parties has had a full and fair opportunity to have such provisions reviewed by their legal counsel. Therefore, the

normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

26. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

A. It is the policy of the State of California, as stated in Public Contract Code Section 7110, that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. In compliance with Section 7110, the CONSULTANT, by CONSULTANT'S signature on this Agreement: 1) acknowledges that the CONSULTANT is aware of the state policy identified herein; and 2) the CONSULTANT, to the best of CONSULTANT'S knowledge, is fully complying with, and will continue to fully comply with, the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the State Employment Development Department.

B. CONSULTANT'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONSULTANT'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

C. CONSULTANT'S failure to cure such default within ninety (90) days of notice by the Jurisdictional Agency shall be grounds for termination of this Agreement.

27. FAIR EMPLOYMENT AND HOUSING ACT

The CONSULTANT and any sub-consultants, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et. seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted to implement such article. The CONSULTANT and any sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. The CONSULTANT and any sub-consultants shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts let for the construction of the project.

28. NONDISCRIMINATION PROGRAM

The CONSULTANT and any sub-consultants agree, unless exempted, to comply with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103. Attention is directed to Labor Code Section

1735, which prohibits discrimination in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, and provides for penalties.

29. DRUG-FREE WORKPLACE ACT

The CONSULTANT and any sub-consultants agree to comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free awareness Program to inform employees about all of the following:

- (a) The dangers of drug abuse in the workplace;
- (b) The person's or organization's policy of maintaining a drug-free workplace;
- (c) Any available counseling, rehabilitation and employee assistance programs, and;
- (d) Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who provides services under this Agreement:

- (a) Will receive a copy of the CONSULTANT'S drug-free policy statement, and;
- (b) Will agree to abide by terms of the statement as a condition of employment.

30. AMERICANS WITH DISABILITIES ACT

The CONSULTANT and any sub-consultants agree to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

31. CHANGES IN PERSONNEL

CONSULTANT agrees that the project managers and key personnel identified as part of the project team, in CONSULTANT'S proposal and its statement of qualifications shall continue to work on the project and shall not be replaced without prior written approval of SAFCA.

32. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Agreement between SAFCA and CONSULTANT concerning the subject matter hereof.

33. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, and all other appropriate governmental agencies, including any certification and credentials required by SAFCA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by SAFCA.

B. CONSULTANT further certifies to SAFCA that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. CONSULTANT certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

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

SACRAMENTO AREA FLOOD CONTROL AGENCY
a joint exercise of powers agency

[CONSULTANT NAME]

By _____
JASON CAMPBELL
Deputy Executive Director

By _____
[SIGNATURE]

APPROVED AS TO FORM:

[PRINT NAME]

By _____
M. HOLLY GILCHRIST
Agency Counsel

[TITLE]

Distribution:
Auditor-Controller
Consultant
Consultant File

Agree[CONTRACT #].doc

EXHIBIT B

CONSULTANT EXPENSE REIMBURSEMENT GUIDELINES

SACRAMENTO AREA FLOOD CONTROL AGENCY

Revised: April 2019



1.0 INTRODUCTION

SAFCA is a public agency and expects its consultants to give this fact proper consideration in minimizing billable expenses in connection with SAFCA work. From time to time, SAFCA consultants may be required to travel on SAFCA business or may incur reimbursable expenses in connection with SAFCA business. These guidelines outline when such expenses are considered reimbursable, and are necessary because SAFCA is a public agency and is expected to exercise great care to avoid incurring costs which are, or appear to be, unreasonable. These guidelines apply to all consulting contracts and override provisions contained in the Consultant's standard charge rate schedule, unless other guidelines are specifically included in the contract. Your efforts in complying with these guidelines will be appreciated. Reimbursement for expenses which do not comply with the guidelines requires the approval of SAFCA's Executive Director, or his designee; such approval shall only be granted in extenuating circumstances.

2.0 TRAVEL ARRANGEMENTS AND REIMBURSEMENT

Consultants are expected to exercise good judgment in incurring travel expenses and to obtain prior approval for all foreseeable travel-related expenditures. Approval shall be obtained from the SAFCA Project Manager. Expenses incurred without prior approval or which are not in compliance with this policy may be denied.

SAFCA acknowledges and accepts that many consultants utilize the services of employees in several different offices for work on a single project. SAFCA will not, however, pay lodging, travel or meal costs related to relocating an employee to another office to work on a SAFCA project.

Consultants shall obtain receipts for reimbursement purposes except where it is noted that a receipt is not required.

"Travel" is defined as a trip undertaken on SAFCA business that requires travel outside a sixty (60) mile radius from the State Capitol building, or a trip outside a sixty (60) mile radius from the Consultant's home office if the home office is outside of the greater Sacramento area.

A. Transportation

Consultant shall check, or have a travel agent check, airline schedules in order to book the least expensive itinerary possible when reserving airline tickets. If a rental car must be utilized, consultant will reserve, or have a travel agent reserve, a rental car through the least expensive rental car agency available. Any luxury upgrades requested in making airline or rental car reservations are the responsibility of the consultant.

In the course of conducting SAFCA business, taxicab fare, bus fare, transit fare, bridge tolls, and parking fees are reimbursable. Baggage handling tips up to a maximum of \$5.00 per day are also reimbursable (no receipt required).

B. Lodging

Reimbursement for the cost of lodging is limited to the actual cost incurred. Consultant shall review rates to ensure the most reasonable rates are obtained taking into

consideration practicality, availability, and proximity to office or project as appropriate. SAFCA will reimburse lodging expenses at reasonable, single occupancy or standard business room rates. Additional charges for upgraded rooms to executive floors, concierge levels or suites will not be reimbursed. Deluxe hotels are not to be utilized. When the hotel is the conference or convention site, reimbursement will be limited to the conference rate.

When a companion travels with a consultant on SAFCA business, reimbursement for lodging will be at the lowest available single-occupancy rate for the SAFCA accommodations. It will be the consultant's responsibility to obtain the lodging rate for both single and double occupancy and indicate these rates when requesting reimbursement from SAFCA.

Hotel cancellation costs are the responsibility of the consultant, unless SAFCA has canceled the need for the travel on short-notice. Any hotel expenses charged to SAFCA when the consultant had adequate time to cancel the accommodations without charge will be the responsibility of the consultant.

C. Meals

The price of meals will be reimbursed when the consultant is traveling on SAFCA business as follows:

- Reimbursement for breakfast will be paid if travel begins before 6:00 a.m.
- Reimbursement for lunch will be paid if travel begins before 11:00 a.m.
- Reimbursement for dinner will be paid if travel begins before 5:00 p.m.

Meal reimbursement, including tips, will be for actual amounts up to the maximum listed below. Meal reimbursement for travel in all states except Washington, D.C. follows the guidelines established by the California Department of Water Resources (DWR). Meal reimbursements for travel in Washington, D.C. follow the guidelines established by Sacramento County.

Costs for alcoholic beverages are not reimbursable under any circumstances, and all alcoholic beverage charges are to be deducted prior to billing SAFCA.

Maximum meal reimbursement for travel in all states *except* Washington, D.C.:

Breakfast	\$7.00
Lunch	\$11.00
<u>Dinner</u>	<u>\$23.00</u>
per day	\$41.00

Maximum meal reimbursement for travel in Washington, D.C.:

Breakfast	\$17.00
Lunch	\$18.00
<u>Dinner</u>	<u>\$34.00</u>
per day	\$69.00

When billing travel expenses, the invoice shall state the purpose of the trip and activities for which reimbursement is requested. Reimbursements will be paid to consultants whose expenses are justifiable and in compliance with this policy.

3.0 REIMBURSABLE BUSINESS EXPENSES

A. Food Costs in Connection with Business Meetings

With prior approval of the SAFCA Project Manager, a consultant may be reimbursed for food costs in connection with a business meeting. Such costs shall be considered reimbursable if the meeting lasts longer than 2.5 hours and if meeting attendees include personnel other than SAFCA, consultant or sub-consultant staff. Reimbursable food costs include the cost of soft drinks, tea, coffee, and a snack such as cookies or bagels, unless the meeting extends over a normal meal period. *Alcoholic beverages are not reimbursable.* A “normal meal period” means the meeting starts prior to 8:00 a.m., occurs between 12:00 Noon and 1:30 p.m., or starts after 5:30 p.m. When a business meeting must be scheduled during a normal meal period, every effort shall be made to keep costs per person at or below the amounts outlined in Section 2-C. An administrative fee of up to 5% may be added to actual incurred charges. Food costs incurred in connection with meetings scheduled during a normal meal period which could have been timely scheduled at another time are not reimbursable.

B. Telephone

Necessary telephone charges in connection with SAFCA business are reimbursable. An administrative fee of up to 10% may be added to actual incurred charges.

C. Facsimile

Necessary facsimile charges in connection with SAFCA business are reimbursable. A charge of up to \$0.35 per page is allowable. No administrative fee is allowable.

D. Postage

Necessary postage in connection with SAFCA business. An administrative fee of up to 10% may be added to actual incurred charges.

E. Vehicle Use

Reimbursement for vehicle use is allowable if travel outside the greater Sacramento area is required as part of activities undertaken in connection with SAFCA business. The greater Sacramento area is defined as a twenty (20) mile radius from the State Capitol building. Vehicle travel necessary to conduct SAFCA business will be reimbursed at the current Federal IRS rate per mile up to 600 miles in one calendar month and \$0.20 per mile for each mile over 600 miles per calendar month. No administrative fee is allowable.

F. Parking Fees

Necessary parking fees in connection with SAFCA business are reimbursable. An administrative fee of up to 10% may be added to actual incurred charges.

G. **Reproduction**

Necessary reproduction (photocopy, blueprints, etc.) charges in connection with SAFCA business are reimbursable. A charge of up to \$0.10 per page is allowable for single sided black and white copies. No administrative fee is allowable for in-office reproduction charges. An administrative fee of up to 10% may be added to actual incurred charges for out of office reproduction.

H. **Field Services and Materials**

Reimbursement for subconsultants or subcontractors used in providing low to medium risk field services, such as surveying or construction activities, is allowable. An administrative fee of up to 10% may be added to actual incurred charges.

Reimbursement for subconsultants or subcontractors used in providing higher risk field services, such as drilling exploration holes, is allowable. An administrative fee of up to 20% may be added to actual incurred charges.

Reimbursement for materials used in providing field services to SAFCA, such as materials or equipment used in the construction of monitoring wells is allowable. An administrative fee of up to 15% may be added to actual incurred charges.

4.0 **NON-REIMBURSABLE BUSINESS EXPENSES**

A. **Non-reimbursable expenses include:**

1. Luxury upgrades.
2. Traffic/Parking fines.
3. Alcoholic beverages.
4. Personal care expenses.
5. Personal toiletries.
6. Expenses associated with another party not conducting SAFCA business who is accompanying consultant.

EXHIBIT C

CONSULTANT INSURANCE REQUIREMENTS

**SACRAMENTO AREA FLOOD CONTROL
AGENCY**

Revised: March 2016



INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification, Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Consultant, its agents, representatives or employees. SAFCA shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of SAFCA's Risk Manager the insurance provisions in these requirements do not provide adequate protection for SAFCA and for members of the public, SAFCA may require Consultant, at SAFCA's cost, to obtain additional insurance sufficient in coverage, form and amount to provide adequate protection. SAFCA's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1.0 Verification of Coverage

Consultant shall furnish SAFCA with certificates evidencing coverage required below. **Copies of required endorsements must be attached to the certificates provided.** SAFCA's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SAFCA and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by SAFCA prior to the execution of this Agreement. SAFCA reserves the right to require that Consultant provide, through its broker, explanatory memoranda confirming coverage and limits as required hereunder.

2.0 Minimum Scope of Insurance

Coverage shall be at least as broad as:

2.1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001 or an equivalent. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the Risk Manager.

2.2. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to the Consultant's profession or services.

2.3. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto) for corporate/business owned vehicles or an equivalent. If there are no owned or leased vehicles, symbols "8" and "9" for non-owned and hired autos shall apply. Personal automobile insurance shall apply if vehicles are privately owned.

2.4. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

2.5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3.0 Minimum Limits of Insurance

Consultant shall maintain limits no less than:

3.1. GENERAL LIABILITY shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

3.2. PROFESSIONAL LIABILITY or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

3.3. AUTOMOBILE LIABILITY: Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit. Privately owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3.4. WORKERS' COMPENSATION: Statutory.

3.5. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

4.0 Deductibles and Self-Insured Retention

4.1 Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared to and approved by SAFCA. Consultant will provide by separate letter, which is referenced herein, the amount of its liability deductible or self-insured retention, including but not limited to general liability, automobile liability and professional liability, to SAFCA's Risk Manager for SAFCA's approval prior to the execution of this Agreement.

4.2 Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the

Agreement or the beginning of Agreement performance by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

5.0 Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

5.1 All Policies:

5.1.1 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. SAFCA's Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SAFCA and the general public are adequately protected.

5.1.2. **MAINTENANCE OF INSURANCE COVERAGE:** The Consultant shall maintain all insurance coverages in place at all times and provide SAFCA with evidence of each policy's renewal within ten (10) days after its anniversary date. Consultant is required by this Agreement to immediately notify Agency if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Consultant shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

5.2 Commercial General Liability and/or Commercial Automobile Liability:

5.2.1 **ADDITIONAL INSURED STATUS:** SAFCA, its governing board, officers, directors, officials, employees, registered agents and authorized volunteers are to be endorsed as additional 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 in performance of the Agreement; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no endorsed limitations on the scope of protection afforded to SAFCA, its governing board, officers, directors, officials, employees, registered agents and authorized volunteers.

5.2.3 PRIMARY INSURANCE: For any claims related to this Agreement, the Consultant's insurance coverage shall be endorsed to be primary insurance as respects SAFCA and the City of Sacramento, their governing boards, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by SAFCA, its governing board, officers, directors, officials, employees, registered agents or authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

5.2.4 SEVERABILITY OF INTEREST: 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.

5.2.5 SUBCONSULTANTS: Consultant shall be responsible for the acts and omissions of all its subconsultants at every tier and shall require all its subconsultants to maintain adequate insurance. Subconsultants shall carry insurance for Workers' Compensation to the full statutory limits.

5.3 Professional Liability:

5.3.1 PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

5.4 Workers' Compensation:

5.4.1 WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SAFCA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Consultant.

6. Notification of Claim

6.1 If any claims for damages is filed with Consultant or if any lawsuit is instituted against Consultant, that arise out of or are in any way connected with Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SAFCA, Consultant shall give prompt and timely notice thereof to SAFCA. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

CERTIFICATION OF COMPLIANCE

SAFCA RFQ 2019-002

Respondent Name

By indication of the authorized signature below, the Responding Firm does hereby certify and make assurance of the Respondent's compliance with:

- a) the laws of the State of California;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted SOQ was independently arrived at, without collusion, under penalty of perjury;
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of SAFCA as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Responding Firm in connection with the Procurement under this RFQ;
- h) regulations issued by the California Department of Industrial Relations, Division of Occupational Safety and Health (also known as Cal/OSHA);
- i) regulations issued by the California Department of Health Services; and
- j) adoption of a drug free workplace policy.

Respondent Signature

Date