



MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P) FOR

PROFESSIONAL ENGINEERING SERVICES FOR

CREST MARIN PUMP STATION CONDITION ASSESSMENT

Proposals will be received until 4:00 p.m.

Friday, September 16, 2022

The Marin County Flood Control and Water Conservation District is seeking proposals from qualified Consultants to assess the Crest Marin Pump Station facilities and services as described in this solicitation.

Proposal packages will be received electronically through Friday, September 16, 2022 until 4:00PM local time, submit via email to floodinquiry@marincounty.org. Cost proposal shall be submitted separately in sealed envelope mailed to Marin County Public Works Dept., 3501 Civic Center Drive Room 304, San Rafael, Ca 94903, Attention: Jeanine Jackson.

Any proposer who wishes their proposal to be considered is responsible for making certain that the completed proposal, including all RFQ/P documents, is submitted via email or through Bid Express and the separately sealed cost proposal received in the Public Works office or postmarked by the proper time. Proposals received after the scheduled submittal deadline will be returned unopened.

The County of Marin does not discriminate on the basis of race color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity (including gender expression), genetic information, and any other class of individuals protected from discrimination under state or federal law in any of its activities or operations. This includes, but is not limited to, hiring and firing of staff, selection or volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

The County of Marin and the Marin County Flood Control and Water Conservation District is committed to developing and supporting diverse, equitable, and inclusive values within all aspects of its operations. By submitting a proposal or bid to the County of Marin, you are representing your commitment to rejecting inequities in employment, services, and practices by ensuring fair and equitable treatment for all.

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SECTION 1: INSTRUCTIONS TO PROPOSERS

General Project Description

The Marin County Flood Control and Water Conservation District is requesting proposals from experienced and well qualified consulting engineering firms to furnish professional services for an evaluation of the existing Crest Marin Pump Station at 299 Flamingo Road, in Mill Valley (access on Marin Ave.). The specific request is to perform a condition assessment of the stormwater pump station located in unincorporated Mill Valley. Services shall include, but not be limited to, providing recommendations for facility upgrade and estimates of costs for those upgrades. The recommendations will be based on the consultant's comprehensive assessment of the pump station's current operating condition and will be broken down into short- and long-term improvements which meet the goals of improving the pump station over time as described in this Request for Qualifications/Proposal (RFQ/P).

Knowledge of pump station operation, controls, and maintenance is required. Consultants responding to this RFQ/P, including all key personnel to be assigned to this project, shall be regularly and continuously engaged in the business of conducting pump station condition assessments, performing pump performance evaluations/testing, and designing stormwater pump stations - including all associated and necessary disciplines and services - for at least ten (10) years. Consultant shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFQ/P. It is desired that Consultant possess Pump Systems Assessment certification through the Hydraulic Institute (www.pumps.org), although consultants may respond if they don't have this certificate. All technical and administrative support required to provide services and deliver completed work products to the District shall be included. A lump sum per task professional services contract (see sample, Exhibit E) to successfully complete all tasks specified in this RFQ/P will be presented to the District's Board of Supervisors for their consideration of approval.

The purpose of this assessment is to thoroughly examine the existing conditions in the pump station and develop an ongoing plan (short term and long term) for the upgrades needed. The selected consultant will conduct detailed inspections of the pump station to conduct an accurate analysis that identifies visible and discernable (through non-destructive methods) components and elements requiring rehabilitation or replacement (R&R). Based on these condition and inventory assessments, the selected consultant is required to perform an analysis of the potential risks and consequence of failure, providing a comprehensive document of the pump station and the strategic plan for addressing identified deficiencies during future improvements. The assessment and evaluation of the pump station shall include all the components that serve complete functions and operations of a storm water pump station, such as building structure, maintainable equipment, and property elements.

Pre-Proposal Conference

A mandatory pre-proposal meeting via Zoom is to be scheduled as follows:

10:00 AM on Tuesday August 23, 2022

Via Zoom (email jljackson@marincounty.org by Monday, August 22, 2022 to be sent a zoom link)

Department of Public Works

3501 Civic Center Drive, Room 304

San Rafael, CA 94903

Site Visit – Non-Mandatory

The District will host a non-mandatory site visit on the same day of the mandatory pre-proposal meeting at the Crest Marin Pump Station site: 299 Flamingo Road in Mill Valley (access on Marin Ave.) at about 1:30 pm on Tuesday August 23, 2022. Please RSVP to Jeanine Jackson at (415) 473-6215 or jljackson@marincounty.org

Proposers may submit questions regarding this solicitation via email at floodinquiry@marincounty.org **no later than 4 pm local time on Friday, September 9, 2022.**

For E-mail, subject line shall be “RFQ/P Crest Marin Pump Station Condition Assessment”. All emailed questions shall be submitted to floodinquiry@marincounty.org.

Answers to all questions concerning this solicitation will be posted on the County of Marin Contracting Opportunities website/Bid Express on Wednesday, September 13, 2022 no later than 4:00 pm. It is the responsibility of all interested proposers to access the website for this information.

Submittal Requirements

Respondents shall submit a Pdf version of the qualifications/proposals (Pdf to only include qualifications without cost information) submit to FLOODINQUIRY@MARINCOUNTY.ORG. Cost information to only be provided within mailing package as a separate and sealed envelope to:

Delivery Address:

Marin County Flood Control and Water Conservation District

Attn: Jeanine Jackson

3501 Civic Center Drive #304

San Rafael, CA 94903

All electronic Request for Qualifications/Proposals shall be clearly marked “**RFQ/P – Crest Marin Pump Station Condition Assessment**” on the subject line.

Fee estimates shall be clearly marked “**RFQ/P – Crest Marin Pump Station Condition Assessment: Fee Estimate - Do Not Open**” on the outside of the sealed envelope.

Qualifications/Proposal will be received until 4:00 PM Friday, September 16, 2022. Respondents or couriers may ask for a copy of the receipt for their records. Once proposal is received it becomes property of the County of Marin and will not be returned. Proposals along with the separately submitted sealed fee estimate will be considered late if not received by the above due date and time or postmarked by the due date. Proposals and fee estimate not submitted on time or postmarked past the deadline will be rejected and returned to the proposer unopened.

The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The County reserves the right to make multiple awards of this proposal. The County of Marin also reserves the right to request clarification of information from the proposer.

Proposal Requirements

The information requested below will be used to evaluate the respondent's proposal based on the criteria outlined. Respondents may be deemed non-responsive if they do not respond to all areas, 1 through 10.

At a minimum, the following sections shall be included within the proposal:

1. Executive Summary Letter
2. Validity and Statement of Compliance
3. Certificate of Insurance
4. Minimum Qualifications/Special Requirements
5. Past Performance
6. Work Methodology
7. References
8. Staffing Plan/Organization/Experience
9. Project Schedule
10. Fee Estimate (Submitted separately in a sealed envelope)

1. Executive Summary Letter

This letter shall be a brief formal letter from respondent that provides information regarding the firm and its ability to perform the requirements of this RFQ/P. Emphasize those aspects of your organization and experiences that distinguish your firm from other firms who may respond to this RFQ/P and why your firm is especially qualified. Include a contact name for the proposal with an e-mail address. The letter must be signed by an individual authorized to bind the proposing entity or by the two corporate officers authorized to bind the proposing entity as set forth in the California Corporations Code, and shall identify all materials and enclosures being forwarded in response to this RFQ/P. An unsigned proposal submission may be grounds for rejection.

2. Validity and Statement of Compliance

State the validity of your proposal (must be a minimum of three (3) months) and a "Statement of Compliance" with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or a listing of exceptions. The listing of exceptions must include: suggested rewording; reasons for submitting the proposed

exception; and any impact the proposed exception may have on the services to be provided, and suggested changes.

3. Certificate of Insurance

Respondent shall state the willingness and ability to provide the required insurance coverage and insurance documents. The District shall request and the respondent shall submit prior to execution of an Agreement all insurance verification and documentation required in Section 3.

4. Minimum Qualifications/Special Requirements

Respondent shall demonstrate herein how the minimum qualifications are met as required on page 8 of this RFQ/P.

5. Past Performance

Include a list of previous projects performed within the last five (5) years that are relevant to the services described in the *Scope of Work*. For each project, please include a brief description of the project (including the type of organization for which services were performed), services performed, budget, duration, outcome, and staff performing the services.

6. Work Methodology

Discuss proposed methodology to meet requirements of the *Scope of Work*, approach to work, resources available, and approach to the management and integration of all activities required in the *Scope of Work*. Include herein an organization chart identifying key personnel, including the agreement administrator.

An additional purpose of this section is for the Respondent to frame what is being asked of them and acknowledge their understanding of the goals, requirements, and constraints of the Evaluation. This may, for example, include providing expertise and ideas for achieving project goals within the constrained right of way available for the Project. Innovative thinking is encouraged. This section is an important part of the Consultant selection process.

7. References

Respondent must submit a minimum of three (3) client references from different sources of work performed within the past five (5) years similar in size and scope of the *Scope of Work* in this RFQ/P.

For each reference provided, include the company name and address, the name, telephone number, fax number and e-mail address of the contact person who served as the manager for the project.

8. Staffing Plan/Organization/Experience

Provide qualifications, experience, technical knowledge, and any required certifications/licenses of firm and key personnel/project team who shall be assigned to this project, indicating key responsibilities of each classification. Include staff resumes.

9. Project Schedule

Respondent shall submit a *Project Schedule* for performing the services required in the *Scope of Work*. Respondent's *Project Schedule* shall contain all necessary tasks, deliverables, and key milestones which the respondent deems necessary to successfully provide these services. Dates shall be provided for completing tasks, providing deliverables, and meeting key milestones and shall be within an amount of time considered to be reasonable given the *Scope of Work*.

10. Fee Estimate

A fee estimate for the Project shall be provided in a separate sealed envelope. The envelope for the selected firm will be opened for the purpose of negotiating a contract. Compensation will be made in response to monthly invoices with progress reports indicating percent complete of each lump sum task. No task will be paid more than 80% without delivery of acceptable draft deliverables. The fee estimate shall include the estimated labor hours and fee by task and the hourly rates for those staff to be billed to the Project.

QUESTIONS & CLARIFICATIONS

Questions concerning the Bid should be submitted via email at floodinquiry@marincounty.org **no later than 4 p.m. on September 9, 2022.**

VALIDITY

Proposals must be valid for a period of at least 3 months from the closing date and time of this RFQ/P.

AWARD OF CONTRACT

After a consultant is selected, the award of a contract agreement is contingent upon the successful negotiation of terms, and formal approval by the Board of Supervisors of the District.

MINIMUM QUALIFICATIONS

In order for an RFQ/P submittal to receive consideration, respondents are required to meet the following minimum qualifications:

- a. Respondent shall be currently licensed by the State of California to conduct the services described in Exhibit A *Scope of Work*.
- b. Respondent and its representatives shall not be listed on the Excluded Parties List System.
- c. Respondent must demonstrate a sufficient amount of successful experience with similar projects within the past five (5) years. Respondent should have demonstrated experience with developing and/or assessing flood protection alternatives which meet all applicable requirements, including those necessary for FEMA accreditation.
- d. Respondent's personnel assigned to the project shall have current and valid credentials and have a minimum of three (3) years of experience in same or similar type of work. The project manager shall be identified and shall have a minimum 5 years of demonstrated experience in projects of this type.

Timeline of Events

The County of Marin will make all attempts to adhere to the following timeline.

Timeline of Events	
Release of RFQ/P	Day, August 15, 2022
Mandatory Pre-Proposal Meeting	Tuesday, August 23, 2022, 10 AM
Non-Mandatory Site Visit	Tuesday, August 23, 2022 1:30 PM
Deadline to Submit Questions	Friday, September 9, 2022
Proposal Submission Deadline	Friday, September 16, 2022 – No Later than 4:00 PM Local Time
Short-List Interview Invitations	Week of September 26, 2022 (Tentative)
Interviews (via Zoom)	First Week in October 2022 (Tentative)
Contract Negotiation	Second Week in October, 2022 (Tentative)
Tentative Board Award Date	Tuesday, November 15, 2022 (Tentative)
Tentative Contract Start Date	December 1, 2022 (Tentative)

Interpretation, Correction

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the “Scope of Work”, or any other related matters, shall immediately notify the responsible party of such concern in writing via email at floodinquiry@marincounty.org and request clarification or modification of the document(s) no later than the date specified in the RFQ/P questions section.

Withdrawal of Proposal

Submitted proposals:

- a) may not be withdrawn within 60 calendar days after the proposal opening
- b) may be withdrawn prior to the opening date only by written request of the proposer

END OF INSTRUCTIONS TO PROPOSERS

SECTION 2: GENERAL PROVISIONS

Award of Proposal

Award of proposal, if awarded, will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in order of preferences. An Evaluation Committee will be established by the County of Marin. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The County of Marin reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after award of proposal. The County of Marin shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

Receipt of the official Contract shall indicate award of the proposal. Award of proposal shall be made by the County of Marin to the responsible Proposer who meets the provisions and specifications of this proposal after consideration of all evaluation criteria to provide the services as described in this request. The County reserves the right to make a multiple award of this proposal.

Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals as listed on **Page 10**.

A selection committee will evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract.

The Selection Committee may also contact and evaluate the proposer's references; contact any Proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee is not obligated to accept the lowest priced proposal but shall make an award in the best interest of the County of Marin, reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

Discussions/interviews may, at the County of Marin's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the County of Marin will not disclose information derived from proposals submitted by competing Proposers.

EVALUATION CRITERIA	PERCENTAGE
Proposed work methodology/plan – Quality of submittal, completeness and understanding of the project as outlined in description given in the Request for Proposal.	40%
Staff Qualifications and Experience in resumes – ability for team members and organizational structure to meet the technical and quality requirements	30%
Company References, Experience on projects of similar type, Performance History, Reputation and Compliance	30%
Total	100%

Change Orders

The County of Marin may at any time, without notice to any sureties, make any change in the work specified in the resulting Contract by issuing a change order, including but not limited to changes:

1. In the terms and conditions of the Contract
2. In the written specifications

NO ORDER, STATEMENT OR CONDUCT, WRITTEN OR ORAL, SHALL BE TREATED AS A CHANGE ORDER UNLESS IN WRITING AND SIGNED BY BOTH PARTIES.

Invoicing and Payment

Payment by the County of Marin to vendor shall be made in full, per invoice within 30 calendar days after receipt of a correct invoice. Invoices shall be made per division. Invoices shall be mailed through the postal service. Purchase Orders are required for each order placed and invoices should reference the associated purchase order.

Depending on originating charges vendor shall submit an invoice only after services have been rendered to the following addresses:

MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 PO BOX 4186
 SAN RAFAEL, CA 94913

Nondiscriminatory Employee

The County of Marin does not discriminate on the basis of race color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity (including gender expression), genetic information, and any other class of individuals protected from discrimination under state or federal law in any of its activities or operations. This includes, but is not limited to, hiring and firing of staff, selection or volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

Fair Employment Provisions

The contractor awarded this proposal and doing the work herein specified shall not knowingly fail to hire or allow to be dismissed from employment thereon any persons because of race, color, sex, religion, national origin, or creed. The hiring of all labor for the work included in this contract shall be in accordance with applicable directives of the Department of Fair Employment and Housing of the State of California.

The contractor shall comply fully with Sections 508 and 504 of the 1973 Rehabilitation Act in that the contractor's hiring practices do not discriminate against disabled/handicapped persons.

The contractor shall cooperate fully with the County and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members with particular emphasis on residents of Marin County, in all phases and at all levels of the work. The contractor shall encourage maximum utilization of apprenticeship and other on-the-job training programs to achieve this goal.

Contractor and/or any permitted subcontractor shall not unlawfully harass nor discriminate against any individual based on race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

A County representative will be available to advise and assist in implementation of the foregoing.

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services provided by the contractor.

Cancellation of Contract

Without CAUSE, the County of Marin may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. **With** CAUSE, the County of Marin may cancel this contract at any time with five (5) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the County of Marin and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the County of Marin

Termination for Default – Time Extension for Delay

If the proposer fails or refuses to prosecute the work, or any separable part thereof, so as to ensure that the items specified will not be completed and/or delivered within the time specified in the proposal documents and Purchase Order, the County of Marin, may, by written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the County's option. The proposer and its sureties shall be liable to the County of Marin for liquidated damages, or if no liquidated damages are so provided, then for any damages to the County of Marin resulting from the proposer's failure or refusal to complete/deliver the items within the specified time.

Termination for Convenience

The County reserves the right to terminate the contract at any time, for the convenience of the County of Marin, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

1. Termination for lack of funding: The County reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.

2. Termination for non-performance: The County may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 1. Repeated failure to respond within requested time-frame
 2. Failure to perform services when promised or expected
 3. Inability to reach Contractor contact; lack of customer service

Nuclear Free Zone

The County of Marin is a nuclear free zone in which work on nuclear weapons and/or the storage or transportation of weapons related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons proposer (Marin County Ordinance, Chapter 23.12 Nuclear-Free Zone).

<https://www.marincounty.org/depts/bs/boards-and-commissions/commissions/peaceconversion>

Damages

The proposer shall be held responsible for damage to existing facilities/sites, or to completed new work, that may be caused by the proposer's work or workmen. Proposer shall properly repair damage or remove and replace damaged property as appropriate at the proposer's expense as required by the County of Marin.

Living Wage

This contract is subject to the County of Marin Living Wage Ordinance #3435 [(part), 2005]. The ordinance requires the payment of a living wage to all covered employees engaged in providing services pursuant to a service contract as defined in section 2.50.030 (F). Proposer specifically agrees that should the County of Marin investigate allegations of non-compliance with the Living Wage Ordinance, proposer shall make available for audits its books and records relating to the service contract, as well as the books and records of its subcontractors and proposer will make available employees in furtherance of its investigation. Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a contractor or subcontractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract opportunities for a period not to exceed three years. (Marin County Ordinance, Chapter 2.50 Living Wage)

<http://www.marincounty.org/depts/ad/divisions/management-and-budget/living-wage-ordinance>

Cooperative Agreement

Agreement may be used by other governmental agencies, school districts, and special districts upon mutual consent of both parties. The proposer shall provide firm fixed pricing for all items or services, as specified herein, and allow agencies to purchase said goods or services at any time during the effective period of the resulting County of Marin Contract and/or Purchase Order.

Governing Laws

This Request for Proposal and the resulting purchase order and/or contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations including, but not limited to, those promulgated by the Federal Emergency Management Agency (FEMA), Homeland Security, CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services and the County of Marin Environmental Health Department, the Federal Migratory Bird Treaty Act of 1918, the California Department of Fish and Wildlife codes 3503, 3503.5, 3513, and Marin County Code 23.16.010 for Pacheco Pond. This contract shall be in accordance with the substantive and procedural laws of the State of California.

Insurance

Successful proposer shall be required to furnish and maintain insurance as follows:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work. Minimum coverage required is \$1,000,000.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Please reference the Professional Services Contract in the attachments section for information on this coverage. Minimum coverage required is \$1,000,000.

A sample contract agreement is provided in Exhibit B of the RFQ/P. Before submitting a proposal, all respondents should carefully review all the provisions set forth in the sample contract agreement.

The sample agreement attached is our most current contract agreement. The contract is regularly updated, and the most current document will be sent to the Consultant at the time of contract negotiations.

Conformity with Law and Safety

Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this agreement, Vendor shall immediately notify the County by telephone. Vendor shall promptly submit to County a written report, in such form as may be required by County, of all accidents which occur in connection with this agreement. This report must include all of the following information:

- (1) Name and address of the injured or deceased person, and
- (2) Name and address of Proposer's subcontractor (if any), and
- (3) Name and address of Proposer's Liability Insurance Carrier, and
- (4) A detailed description of accident and whether any of County's equipment or material was involved.

Attorney's Fees

If any action at law or inequity is brought to enforce or interrupt the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

Proposer Agreement to Terms and Conditions

Submission of a signed proposal will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.

Right to Audit

County shall have the right of audit and inspection of the Vendor's business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for County to audit these records.

Taxes

Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the County of Marin from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Tax, California Non-Resident Income and Franchise Tax Withholding

The California Franchise Tax Board through the California Revenue and Taxation Code (R&TC) Section 18662 and the related regulations requires the withholding of California income and franchise taxes from payment made to nonresident California vendors performing services in this state. A withholding of 7% (the 2011 rate which is applicable to change) of all service-related invoices will be withheld and remitted to the state; there is no required withholding on goods provided. In addition, there are higher applicable rates that apply to nonresident foreign non-corporate partners, corporate partners and foreign bank (including financial institution partners).

END OF GENERAL PROVISIONS

SECTION 3: PROJECT INFORMATION

Background

The Crest Marin Pump Station is located at 299 Flamingo Road, Mill Valley with access from Marin Ave. The pump station is located in the drainage right-of-way at the Creeks outfall to Nyhan Creek. Like all of the District's pump stations, the Crest Marin Pump Station is inspected regularly and maintained according to a schedule which includes both annual routine and major maintenance items. Major maintenance items are generally performed on a six-year interval and involve pulling and rebuilding the pumps based on wear (including shaft bearings, replacement of wear rings, impellor and/or bowl replacement as necessary), and epoxy coating the pump housing. At times it may be necessary to perform major maintenance items more or less frequently than the general six-year interval. Two of the Crest Marin pumps (#1 and #4) received major maintenance, in 2021. Pump #1 was extensively refurbished including having the bowl, oil tubes, and shafts replaced. Pump #4 (a back-up pump) needed to be completely replaced.

General Conditions

The issuance of this solicitation constitutes only an invitation to present responses. The County reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the solicitation. The County reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. The County reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in the County's sole judgment, best meets the requirement of the project. In the event that the solicitation is withdrawn by the County for any reason, the County shall have no liability to any respondent for any costs or expense incurred with the preparation of a response to this solicitation or related work. The County reserves the right, at its sole discretion, to waive any irregularities or informality.

An example of the County of Marin Professional Services Contract (PSC) is attached to this solicitation. By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained in the Sample PSC attached.

Contract Term

It is the County's intent to award this contract with an initial contract term of one year.

Minimum Qualifications/Experience Requirement

Proposers are required to have a minimum of five (5) years* of experience in utility pump stations as described herein. Any proposer who cannot provide verifiable references for this minimum experience requirement may be considered non-responsive.

*Personal, Professional experience may be substituted on a year-for-year basis

SECTION 4: SCOPE OF WORK

1. Project Management

- a. Regularly communicate and coordinate with District staff.
- b. Coordinate the project team and manage all work to satisfy District goals.
- c. Organize and attend project team meetings, including preparing meeting agendas, presentation materials, and meeting minutes.
- d. Prepare a project schedule and update it monthly.
- e. Implement quality assurance and quality control protocols and standards to ensure that the District's quality goals are met.

Deliverable: Weekly or bi-weekly meetings w/ minutes and monthly progress reports with sufficient detail for District staff to determine whether the Consultant is performing to expectations and is on schedule and on budget. The monthly progress reports shall also communicate interim findings and provide information about any difficulties or special issues that need to be remedied.

2. Existing Data Collection and Review

District will provide the following information, as available, for Consultant review:

- a. Record drawings. (Crest Marin Pump Station As-Builts, 1978; Pump Station Control Panel Improvements, 2006)
- b. Facility operations and maintenance manuals. (Coyote Creek Operation & Maintenance Manual, 2012)
- c. Specification data for major equipment (i.e. pump curves, performance data, etc.).
- d. Recent facility evaluations/reports. (GEI 2021 and 2022)
- e. Facility operating reports and maintenance records. (Pump Station Logs)
- f. Energy bills (electric and fuel).
- g. Historic hydrologic data and results of hydrologic modeling of upstream watersheds, including projected flow rates into the pump stations. (Crest Marin Creek Flood Study technical memorandums 1-3, Winzler & Kelly, 2006-2007)

Consultant shall review this information and data, organize, and use the information, as appropriate, in the condition assessment.

Deliverable: Organized and archived existing data and information in electronic format, including a table of contents and/or list of materials for ease of future reference.

3. Field Inspection Plan

Develop a detailed field inspection plan, based on an initial review of existing infrastructure (building, grounds, and appurtenances). The field inspection plan shall include a discussion of how appropriate data will be collected to support the condition assessment. It shall also include a discussion of quality

assurance/quality control protocols that will be followed to ensure that the District's quality goals are met. The plan shall also identify any special field issues that Consultant expects to, or may, encounter that could adversely impact its field inspection, including but not limited to any confined space entry requirements.

Deliverable: Field Inspection Plan describing the proposed data collection techniques, field inspection procedures and protocols, and data collection quality assurance/quality control protocols that will be followed.

4. Site Visits and Condition Assessment

a. Meet with District staff to discuss and document District inspection sequencing priorities (which elements should be addressed first). Also discuss and document District's knowledge of facility equipment and systems, along with the District's anecdotal operational and maintenance experience.

b. Perform field inspection in accordance with the Field Inspection Plan.

The inspections may include installation of data loggers on select equipment to develop equipment use profiles. The inspections shall include, but not be limited to:

- i. Structural inspection of each pump, including structural support system (beams, columns, etc), seismic supports, bracing, and stability, wet wells and sumps, roofing, outfall structures, etc.
- ii. Inspection of all mechanical equipment and components, including pumps, pump assemblies, motors, engines, gears, etc.
- iii. Inspection of all electrical power supply systems, including backup power generation and fuel tanks.
- iv. Inspection of all appurtenant conveyance systems, including piping, valves, pipe support systems, cathodic protection systems, discharge pipes, flap gates, hardware, etc.
- v. Inspection of all coating materials, including paint, asbestos, and other coatings; corrosion investigations and testing, etc.
- vi. Inspection of pump station grounds, including security fencing, gates, site access, driveways, parking/staging areas, etc., and identification of security and safety deficiencies such as the availability of requisite worker safety equipment and other safety features.
- vii. Inspection of wet wells, sumps, pipes, channels, and trash racks to assess the amount of siltation, sedimentation, and debris and how it is impacting flow capacity. Includes dewatering and vactoring of wet well.
- viii. Measurement of emissions and noise levels.

c. Communications/SCADA control and monitoring:

d. Based on the existing data and information collected in Task 2, above, along with field inspections, perform a conditions assessment of the pump station. The assessment shall include, but not be limited to, compliance with current standards, codes, and regulations; compliance with current safety

codes and regulations; operational efficiency and capacity assessments; and possible improvements that could reduce short- and long-term maintenance requirements. All work impacting District facilities and operations must be scheduled and performed in close coordination with District staff to mitigate any impacts to District operations.

Deliverable: Field investigation report, including all field notes and data collected during the inspection, and photographs, sketches, and video, organized and archived for ease of future reference.

5. Pump Performance Evaluation

Pump performance testing to be performed by Consultant shall include, but not be limited to, the following:

- a. Collect field data for each pump, including flow, suction, discharge pressure, and power (amperage and/or kW measurement) to determine pump operating capacity.
- b. Determine the system total dynamic head value to develop pump system curves.
- c. Compare existing pump system operation with the original design parameters, as available.
- d. Compare existing pump age, efficiency, and condition with that of equivalent new pumps from the same or other pump manufacturers.
- e. Evaluate the potential savings of installing variable frequency drives, electronic soft-start motor starters, and/or premium efficiency motors.
- f. Evaluate hydraulic and operational improvements that could be implemented to improve pump efficiency. Pumping system assessment tools may be used, if applicable.
- g. On a per-pump-station basis, compare pump capacity to hydrologic demand to meet current and future predicted flow conditions.

Deliverable: Technical Memorandum describing the pump performance evaluation procedures, including equipment used and data collected and analyzed; test results and findings of the pump performance evaluations, and including data sheets for each pump; and recommended pump efficiency and capacity improvement strategies such as pump replacement or rehabilitation needed to meet the District's goals.

6. Energy Audit and Analysis

Marin County and other local communities are joining others throughout the Bay Area in a pledge to become diesel-free by 2033. The key is for public agencies or even private companies or organizations that have large fleets of vehicles or power equipment that currently runs on diesel is to have to plan a procurement strategy. To determine how energy is used within the pump station, Consultant shall perform an energy analysis and develop an energy balance of the facility. This will include, but not be limited to, the following tasks:

- a. Evaluate overall historic pump station energy usage (electric, diesel, natural gas, and other fuel) based on information collected in Task 2.
- b. Using a portable power meter, data loggers, and/or available SCADA data, determine hours of major (energy-intensive) equipment operation, energy use, and energy efficiency.
- c. Develop an inventory of all energy use at each pump station, including energy used for each pump.

- d. Evaluate rate structures for each major type of fuel (electric, petroleum based, etc.) to determine which energy source may be most cost effective.
- e. Perform a cost/benefit analysis of alternative energy generation options, including solar and other demand response programs.
- f. Benchmark pump station energy efficiency against other similar facilities, using an appropriate pumping system assessment tool, if applicable.

Deliverable: Technical memorandum describing the energy audit and analysis, including analysis techniques, supporting data and information, energy usage and balance on a per-pump-station basis, recommendations to improve energy efficiency, and comparative analysis of various fuel types, and cost/benefit analysis of alternative energy generation options.

7. Recommendations and Final Report

Based on the assessments and testing in Tasks 2 through 6, above, develop specific capital improvement recommendations for rehabilitation, upgrade, and/or replacement of pump station components. Prepare cost estimates for recommended improvements. Develop a phasing plan and schedule for recommended improvements based on the following prioritization:

- High Priority – Improvements should be completed in the next two (2) years to maintain system reliability/safety. Failure may result in high emergency response costs and potential property damage.
- Medium Priority – Improvement should be completed in the next five (5) years.
- Low Priority – Improvement recommended but will not increase reliability of the pump station.

In addition to setting recommended prioritizations of potential improvements, the final report should address the following specific items and questions the District has identified for these elements:

- **Pump Station Site**
 - Note overhead high-tension lines and muscle wall stored on site.
 - Consider permeable pavers in the back of site.
 - Fence that covers discharge box to creek needs to be replaced.
 - Are their suspected neighboring encroachments that pose a problem – is a boundary survey recommended? Note neighbors’ drainage pipe and gazebo.
 - Vulnerability to vandalism or theft—particularly sand?
 - Adequate and energy efficient lighting for maintenance staff during storms without disturbance to neighbors or light pollution?
 - Vulnerability to flooding of the pump station and/or access? In FEMA floodplain or regulatory floodway? General sea level rise vulnerability over next 50 years?

- **Trash Rack**
 - Self-cleaning or reduce need to clean during storms, minimize confined space entry needs
 - Increase safety and ergonomics of cleaning process.
 - Corrosion and cathodic protection replacement?
 - The trash rack system shall also be compatible with the pump manufacturer's recommendations, and easy to install and operate.

- **Structural Elements**
 - Drain and vacuor wet well and inspect condition of concrete chambers underground and above-ground building structure. How often should vacuoring be performed (PS vacuored in 2012 and 2019).
 - Do pump bays and wet well comply with most recently published Hydraulic Institute Pump Intake Design Standards and meet design flow?
 - In addition to structural condition, consider changes in earthquake code and ventilation and air filtering requirements since the facility was constructed.
 - Conduct a seismic evaluation of the pump station that generally conforms to the standards set forth in ASCE 41-13, *Seismic Evaluation and Retrofit of Existing Buildings*, appropriate use of flexible couplings within pipeline systems and electrical wiring vulnerability, to accommodate differential settling, penetrations around building perimeter, fabricated shear walls, and other station building upgrades required by code or recommended by ASCE 41-13 evaluation.
 - Are there other safety codes to consider – confined space at trash rack and fall protection/railings, especially at discharge pipe? How are pumps supported?
 - Diesel storage tank seismically stable?
 - Are equipment and roof attached per earthquake codes? Need for access through the roof for pump maintenance, and recommendations to reduce leaking and facilitate maintenance. Roof likely needs to be redone as boards get damaged. Need hatches big enough for pump removal and also have easily removable roof for MCC and diesel engines.
 - Corrosion and cathodic protection of any metal parts.

- **Electrical**
 - **Electrical Service** – examine reliability of service relative to similar facilities based on PG&E outage data. High tension line safety issues for crane access?
 - Electrical Systems – condition of systems. Ask DPW electrician why he needs to be notified when restarted.
 - Pump Control Panel – MCC updated in 2006. is it obsolete? Want SCADA for data access (not control) but avoid unnecessary alarms. SCADA system shall be compatible with the District's Flygt Aquaview SCADA system.
 - Need modern PLC, redundant pump controls, surge protection (is it sufficient or is it too sensitive and turns pumps off unnecessarily?). Does it have portable generator connection?

- Alarms – need high water and high water (lower threshold) with loss of power but avoid unnecessary alarms. Are alarms going to the right place? Redwood Security appropriate? Work with Building Maintenance. Adequate redundancy? Adequate detail in alarms? Condition of antennae/dialer/etc.? Need ability to monitor state but not necessarily get alarms for everything.
- Wet Well Level Monitoring – condition and redundancy sufficient? Which informs PLC and alarms – what if PLC fails or primary level monitoring method fails? What should be primary method- pressure transducer or miltronics? Need float system? Risk of floats getting stuck or turbulence affecting them?
- **Pumping Station Design and Safety**
 - General safety requirements and accessibility of all components. Conforms to the most recently adopted Marin County Building Codes, and the most recently published American Society of Civil Engineers ASCE Standard 24 *Flood Resistant Design and Construction*? Follow the recommendations of the American Concrete Institute (AC) 350.5-12 *Specification for Environmental Concrete Structures*. Electrical and control systems comply with the National Fire Protection Association (NFPA) National Electric Code (where not covered by the Building Code), and applicable National Electrical Manufacturers Association (NEMA) standards?
- **Piping (Inlet and Discharge)**
 - Age and condition of pipes – vactor and CCTV.
 - Sink holes (see GEI report).
 - Adequate support and thrust blocking?
 - Vulnerable to corrosion?
 - Gravity flow working or has differential settlement reduced flow? Differential settlement impacted No. 4 pump alignment.
 - Flap gate condition and recommendations for alternatives (in-line check valves) or improvements to outfall structure to facilitate maintenance such as a slide gate to allow working on outfalls at high tides. Working in the creek is logistically and environmentally complex and would like to avoid.
 - Are trenchless rehabilitation methods feasible and cost effective?
 - Elevation of discharge pipes with sea level rise appropriate?
- **Stormwater Pumps**
 - Estimate pump performance relative to original design. By measuring?
 - Is size and elevation of wet well appropriate to pumping capacity?
 - Does wet well and station have room to upsize pumps?
- **Alternative Back-up Power Source Options –**
 - Options for power storage (batteries), feasibility of hooking up to County's or other portable generators if necessary.
 - Recommendations to ensure continuous operation in case of power outage. Transfer switch (MTS or ATS?) and receptacle needed? Note, County's initiative to be diesel free by 2033.
- **Pumps**

- Consider override for anti-reverse pumping should there be a clog to loosen and ensure that reverse pumping doesn't unscrew the pumps from their support apparatus.

Deliverable: Final report, presenting the evaluation of risk and recommendations on prioritized capital improvements. The report will include a summary of the pump station condition assessment findings and quantitative and qualitative evaluation of failure risk based on existing conditions; preliminary scopes of work, schedules, and cost estimates for recommended capital improvements; and recommend phasing of the work to address highest priority needs. Final report will refer to technical memoranda and archived data as an appendix.

8. Comprehensive Health, Safety and Security

Consultant shall be responsible for taking all necessary safety precautions in the performance of its services and shall prepare a comprehensive, written, Health, Safety and Security Plan. Due to the necessity to enter active storm drain facilities to fulfill this contract, the Consultant must be trained and hold appropriate permits for confined space work. Consultant must provide site specific traffic control plans (for work that affects traffic) in accordance with the most currently adopted California Manual on Uniform Traffic Control Devices, and all necessary permits.

Deliverable: Health, Safety, and Security Plan, outlining procedures and protocols Consultant will take to ensure the health and safety of its employees while performing the work on this project.

Deliverable: Traffic Control Plan(s), as necessary, for work performed at each pump stations where traffic or nearby properties may be impacted by Consultant's work.

It is expected that responders to this RFP will exercise their own professional judgment in making suggested modifications to the scope which they deem either necessary or advantageous for meeting the goals of the evaluation.

END OF SCOPE OF WORK

COUNTY OF MARIN DPW – FLOOD CONTROL

1. PURPOSE and SCOPE

The Marin County Flood Control and Water Conservation District (District) strives to improve service delivery, increase efficiencies, and standardize and centralize data. Setting forth the District's expectations for geospatial data delivery will help us achieve these goals.

This document provides guidance to consultants, contractors, partners, and any others who provide geospatial data to District projects, programs, or staff. It provides guidance on recommended formats and associated documentation for delivering geospatial data and related information. This document is intended as general guidance; individual projects may require modifications or enhancements to these guidelines. District project managers and consultants are encouraged to work together to set and manage expectations for geospatial data deliverables.

2. OVERVIEW

There are several ways to represent geospatial data, including vector data (points, lines, polygons), rasters/images, and tabular data with spatial coordinates. Appropriate representations will vary depending on the type of data and the scope and goals of the contract or project. Data formats should be clearly stipulated and agreed upon among contractors or partners and the District. Questions about data representation and format should be addressed and resolved in consultation with the project manager and GIS data specialist prior to data collection, assembly, and processing.

The District uses Esri ArcGIS software and Autodesk AutoCAD (computer aided design) software. Data deliverables in formats compatible with these are preferred. Recommended data formats are specified in Item 3 below.

All geospatial files submitted to the District must include spatial reference information that identifies the coordinate system/projection, datum, and units of measure. Recommended and required spatial reference parameters are specified in Item 4 below.

All data submitted to the District must be accompanied by associated metadata that provides all necessary information for understanding the submittal, as described in Item 5 below.

3. RECOMMENDED GEOSPATIAL DATA FILE FORMATS

The following data file formats are recommended:

Vector Data

- Esri File Geodatabase (.gdb)
- Shapefile (.shp)
- AutoDesk AutoCAD drawing files (.dwg)

Raster Data/Aerial Imagery

- Esri File Geodatabase Raster (.gdb)
- TIFF image as a GeoTIFF or with world reference file (.tif, .tfw)
- JPEG image with world reference file (.jpg, .jpw)

LiDAR Point Cloud Data

- LAS file (.las)
- LAS dataset (.lasd)

Tabular Data

- Microsoft Excel (.xlsx)
- Tab or comma-delimited text files (.txt, .csv)

Map Deliverable

- Esri ArcMap Document (.mxd)
- Esri ArcMap Package (.mpk)
- Esri ArcGIS Pro Project (.aprx)
- Esri ArcGIS Pro Project Package (.ppkx)

Other data formats may be acceptable under some circumstances but should be Esri supported file formats ([ArcGIS supported data formats](#); [ArcGIS supported raster and image formats](#)). Consultants should check with the project manager and GIS data specialist whether other formats can be accepted.

Simple attribute data should be included as part of the ArcGIS attribute table. Complex attributes should be delivered in a well-structured relational Esri file geodatabase. Spatial features and database records must share a common field with identifier that relates the spatial feature to the table record. Associated tabular data files may be provided to connect geospatial feature locations with additional attribute information; primary and foreign keys to create the data connection must be clearly identified and documented. (Note: It is not acceptable to link geospatial features to tables using ObjectID.)

CAD drawing files should include meaningful and interpretable layer names; otherwise, a key to layer names should accompany the data. It may be necessary to deliver certain CAD data files in two versions: one complete to be read by AutoCAD, and one to be read by Esri GIS software, in which non-geographic elements such as drawing borders, title blocks, north arrows, and detail drawings are not included.

LiDAR LAS files should include point classification as defined by the American Society for Photogrammetry and Remote Sensing (ASPRS) standards ([ASPRS LAS file format](#)).

For maps created in GIS, the GIS project files should be delivered as Esri ArcMap Package (.mpk) or Esri ArcGIS Pro Project Package (.aprx) files, which include map(s) with the symbology and layout(s) used in the final map(s) along with copies of all the spatial data in the map included. Raster data/aerial imagery with large file size can cause issues with map packaging and should not be embedded in ArcMap Packages / ArcGIS Pro Project Packages. Instead, include raster data/aerial imagery files in a separate directory and provide information to link these files to the map document / project after extraction. Esri ArcMap documents (.mxd) or ArcGIS Pro projects (.aprx) with spatial data in a stand-alone directory structure may also be delivered. Map documents / projects must use relative paths and must not use printer-specific page settings.

Maps for display (i.e. PDF, JPEG, PowerPoint, or hard copy) should accompany map deliverables as reference documents, but they are not considered geospatial data deliverables.

4. SPATIAL REFERENCE REQUIREMENTS

All electronic geospatial data must have a spatial reference defined and embedded in, or associated with, the data file. If not readable by Esri software, it must be listed in a document with complete spatial reference information (coordinate system/projection, parameters, and datum). If elevation data is included, vertical datum and unit of measure must be specified. In the case of CAD data, the spatial reference must be a commonly used regional or national coordinate system. CAD data that is in page space or a custom site-specific coordinate system is not acceptable.

The preferred horizontal coordinate system for vector data is:

Projection: California State Plane, Zone III
Datum: North American Datum 1983 HARN
Units: Foot_US (i.e. "survey foot")
(WKID: 2872 Authority: EPSG)

Raster data including aerial photography may be submitted in their native projection/coordinate system.

Elevation data (surveyed elevations or topographic surface data) must be referenced to the North American Vertical Datum (NAVD) 1988.

If spatial coordinate information is provided in tabular format, at a minimum it should include the attribute fields below, along with complete spatial reference information.

- ID – a unique identifier given to each feature
- Y coordinate (if Latitude, in decimal degrees with 6 significant digits)
- X coordinate (if Longitude, in decimal degrees with 6 significant digits)

5. METADATA REQUIREMENTS

All data submitted must be accompanied by associated metadata that provides all necessary information for understanding the submittal. The District strongly encourages preparation of metadata using Esri ArcCatalog or ArcGIS Pro, or in a format that can be easily imported into ESRI software. The metadata should be located in the same directory as the data file, share the same naming prefix and, when appropriate, be embedded with or attached to the data. For any data files that do not support ESRI metadata, provide relevant information in an associated and clearly identified document file such as Microsoft Word, text file, or similar document.

A metadata document describing the entire dataset should accompany the submittal and at a minimum include:

- List of each file contained in the submittal
- Narrative description of the contents of the dataset, including all spatial data, related tables, and map deliverables
- Version and date of the submittal
- Information on sensitive data issues (if any)
- A short description of data themes (limited to one to two sentences for each theme)
- Linking fields (to documents, digital photographs, web content, etc.)
- Description of QA/QC procedures used to assess the data including measures of spatial accuracy and precision

Metadata for each individual data file should at a minimum include:

- Narrative description (Abstract), with source of input data, collection methods, equipment used, and appropriate scale for use
- Process information including how and when the data were collected, assembled, and/or updated and by whom, equipment and methods used, and any other relevant information
- Complete descriptions of all codes and all other information in the attribute fields

- Contact information for person who collected and/or prepared the geospatial data
- Statement about any issues with the data, including any assumptions, appropriate uses, data sensitivity, or any other relevant statement about how the data should or should not be used.

6. FILE NAMING CONVENTIONS

Clear, short, and descriptive file and attribute field names should be used that convey the nature of the data and subject represented. Names should not contain spaces or special characters but may contain underscores. (Note: Long file and path names of more than 128 characters may not allow backup onto computer or external hard drives.) File names must be unique, complete, and interpretable outside of the file structure.

7. DATA DELIVERY

Data submittals should be delivered via electronic data transfer (e.g. email attachment, file sharing site, etc.), or physical storage device (e.g. USB Flash Drive or external hard drive). The choice of delivery method should be based on the total file size of the submittal. Physical storage device delivery should be used if digital transfer is not feasible due to file size and/or upload-download time.

8. REFERENCES

EPA Geospatial Advisory Committee. (2020-09-15). *National Geospatial Deliverable Standard*. U.S. Environmental Protection Agency. Retrieved 2022-01-11 from <https://www.epa.gov/sites/default/files/2020-10/documents/nationalgeospatialdeliverablestandard.pdf>

County of Marin Department of Public Works, Water Resources Division. (2019-05-09). *DPW_GUIDELINES FOR SUPPLYING GIS DELIVERABLES.pdf*.

End of Exhibit A: Geographic and CAD data contract deliverables guidelines (updated 01/19/2022)

EXHIBIT C - SAMPLE DISTRICT CONTRACT AGREEMENT

CAO Contract Log # _____ MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Contract #

PROFESSIONAL SERVICES CONTRACT
2016 - Edition 1

THIS CONTRACT is made and entered into this day of 20, by and between the MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter referred to as "District" and , hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: ; and

WHEREAS, Consultant warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Consultant agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.
B. Make available all pertinent data and records for review.
C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Consultant shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction without prior written approval.

5. TIME OF CONTRACT:

This Contract shall commence on , and shall terminate on . Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Consultant. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Consultant shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The District and the County of Marin shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant, Consultant shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Consultant acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Consultant has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Consultant may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless District specifically consents to a "claims made" basis. The insurer shall supply District adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Consultant's duty to notify the District immediately upon receipt of the notice of cancellation or non-renewal.

If Consultant does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, District may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Consultant and/or any subConsultant shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the District and the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any subConsultant understands and agrees that Consultant and/or any subConsultant is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Consultant hires a

subConsultant under this Contract, Consultant shall require subConsultant to provide and maintain insurance coverage(s) identical to what is required of Consultant under this Contract and shall require subConsultant to name Consultant, District, and County of Marin as an additional insured under this Contract for general liability. It shall be Consultant's responsibility to collect and maintain current evidence of insurance provided by its subConsultants and shall forward to the District evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Consultant and may not be transferred or assigned without the express prior written consent of the District.

10. LICENSING AND PERMITS:

The Consultant shall maintain the appropriate licenses throughout the life of this Contract. Consultant shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Consultant shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Consultant will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. Any audit may be conducted on Consultant's premises or, at District's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Consultant shall refund any monies erroneously charged.

12. PRE-EXISTING WORK PRODUCT OF CONSULTANT:

Any and all work product resulting from this Contract is commissioned by the District as a work for hire. The District shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to the District.

13. TERMINATION:

- A. If the Consultant fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Consultant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.

- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The District's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated District may terminate this Contract with respect to those payments for which such funds are not appropriated. District will give Consultant thirty (30) days' written notice of such termination. All obligations of District to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, District's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Consultant, District may reduce the Maximum Cost to District identified in section 4 and correspondingly reduce the scope of work and deliverables to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of the District. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in the County of Marin, California.

19. INDEMNIFICATION:

Consultant agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Consultant's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, District will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Consultant agrees to meet all applicable program access, digital access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Consultant is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by District.
- The Consultant shall provide immediate written notice to District if at any time the Consultant learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Consultant certifies that none of its principals, affiliates, agents, representatives or Consultants are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Consultant further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

- The Consultant agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subconsultant will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on District's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:

Contract Manager: _____
 Dept./Location: Department of Public Works
 P. O. Box 4186
 San Rafael, CA 94913-4186
 Telephone No.: _____

Notices shall be given to Consultant at the following address:

Consultant: _____
 Address: _____
 Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONSULTANT'S INITIALS

<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Consultant's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> SubConsultant's Debarment Certification	
<u>EXHIBIT F.</u>	<input type="checkbox"/> Federal Provisions Exhibit / Attachment 1	
<u>EXHIBIT .</u> \$psc_exh1	<input type="checkbox"/>	
<u>EXHIBIT .</u> \$psc_exh2	<input type="checkbox"/>	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONSULTANT:

**APPROVED BY
 MARIN COUNTY FLOOD CONTROL
 AND WATER CONSERVATION DISTRICT:**

By: _____ \$psc_cns1
 Name: _____ \$psc_cnr1
 Title: _____ \$psc_cnt1

By: _____ \$psc_mcs1

DISTRICT COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

District Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

SAMPLE

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

SAMPLE