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BOARD OF DIRECTORS

City of Stockton

Jesús Andrade, Chair
Dan Wright
Alt. Sol Jobrack

Public Member

Mike Morowit

San Joaquin County

Katherine M. Miller
Tom Patti
Alt. Miguel Villapudua

City of Manteca

Jose Nuño
Gary Singh, Vice-Chair

Executive Director

Chris Elias

City of Lathrop

Paul Akinjo
Diane Lazard

BOARD MEETING

THURSDAY, NOVEMBER 7, 2019

9:00 A.M.

425 N. El Dorado Street, City Hall, Second Floor, Council Chambers

- 1. CALL TO ORDER / ROLL CALL**
- 2. PLEDGE TO FLAG**
- 3. CONSENT ITEMS**
 - 3.1) Approve minutes of the Board meeting of September 19, 2019
 - 3.2) Approve corrected Resolution updating the policies of the Board of Directors of the San Joaquin Area Flood Control Agency for Public Comment at meetings
 - 3.3) Authorize Executive Director to execute Amendment No. 1 to Task Order No. 6 of the Consultant Contract with Peterson Brustad, Inc., for additional services for the Smith Canal Gate Project
 - 3.4) Authorization of Amendment No. 2 to the Consultant Agreement with Kjeldsen, Sinnock, Neudeck, Inc. for additional services needed for the Smith Canal Gate Project
 - 3.5) Smith Canal Gate Project – Pile Test Contract Award (Information Only)

4. NEW BUSINESS

- 4.1) Approval to enter into consultant services master agreements for for planning, evaluation, concept development and design of flood protection improvements
- 4.2) Delegate authority for approval of contract for Public Outreach Services in support of the Mossdale Tract Area Overlay Assessment District, Enhanced Infrastructure Financing District and Agency wide outreach efforts
- 4.3) SJAFCA Regular Board Meeting Schedule for 2020

5. ORAL REPORT FROM EXECUTIVE DIRECTOR

- 5.1) This is an opportunity to provide timely information to the Board in support

6. PUBLIC COMMENTS

7. BOARD QUESTIONS, COMMENTS, ACTIONS

8. CLOSED SESSION

- 8.1) Dominick Gulli v. San Joaquin Area Flood Control Agency; ICF International, Inc.; Peterson and Brustad, Inc; Moffat and Nichol. Case No. STK-CV-UWM-2015-0011880
- 8.2) San Joaquin Area Flood Control Agency v. Stockton Golf and Country Club Case No. STK-CV-UED-2019-1392
- 8.3) Conference with Legal Counsel Regarding Public Employment Pursuant to Government Code Section 54957 Title: Executive Director Evaluation

9. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Board's office at (209) 937-7900 or (209) 937-7115 (fax). Requests must be made one full business day before the start of the meeting.

Agenda Item 3.1

**MINUTES
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
SPECIAL BOARD MEETING OF SEPTEMBER 19, 2019**

CITY COUNCIL CHAMBERS, STOCKTON, CALIFORNIA

1. CALL TO ORDER / ROLL CALL 9:02 AM

Roll Call

Present:

Mike Morowit

Tom Patti

Dan Wright

Diane Lazard

Gary Singh

Jesús Andrade

Katherine Miller

Paul Akinjo

Jose Nuño

Director Akinjo, Director Wright and Director Nuño were not present during Roll Call. Director Akinjo and Director Wright arrived at 9:06 AM. Director Nuño arrived at 9:10 AM.

2. PLEDGE TO FLAG 9:02 AM

3. CONSENT ITEMS 9:04 AM

- 3.1) Approve minutes of the Board meeting of July 18, 2019
- 3.2) Authorize the Executive Director to file an application with Department of Water Resources for Regional Flood Management Program funding
- 3.3) Approval of Contracts for Assessment Engineering Services for the Mossdale Tract Area Overlay Assessment District and Related Task Order
- 3.4) Acceptance of Additional Funding from the State Department of Water Resources and Approval of an Agreement with the Central Valley Flood Protection Board for the Project's Operations, Maintenance, Repair, Replacement and Rehabilitation for Smith Canal Gate Project
- 3.5) Amendment to the Construction Management Agreement with Kjeldsen, Sinnock, Neudeck, Inc., in support of the Smith Canal Gate Project
- 3.6) Authorization to Select and Award Contract for Pile Field Testing in the Area Designated for Construction of the Smith Canal Gate Project

AGENDA ITEM 3.1

PUBLIC COMMENT

- Dominick Gulli **9:05 AM**

Motion: Approve Consent Items

Moved by: Director Patti, seconded by Director Morowit

Vote: Motion carried 8-0

Yes: Director Morowit, Director Patti, Director Wright, Director Lazard, Director Singh, Director Andrade, Director Miller and Director Akinjo.

Absent: Director Nuño

4. PRESENTATION 9:07 AM

4.1) Paradise Cut Enlargement (Information Only)

PowerPoint presentation by John Herrick from the San Joaquin County Resource Conservation District in association with American Rivers.

The information presented was received, discussed and direction to Staff provided.

PUBLIC COMMENT

- Dominick Gulli **9:58 AM**
- John Cain **10:02 AM**
- Susan Dell'Osso **10:04 AM**
- Aysha Massell **10:04 AM**

4.2) Update on Status of Mossdale Tract Efforts (Information Only)

The information presented was received.

PUBLIC COMMENT

- Anthony Barkett **10:34 AM**
- Dominick Gulli **10:36 AM**

5. ORAL REPORT FROM EXECUTIVE DIRECTOR 10:38 AM

A brief recess was called at 10:40 AM. The meeting reconvened at 10:44 AM.

5.1) Strategic Plan Outbriefing

PowerPoint presentation by Adam Riley from Larsen Wurzel and Associates.

The information presented was received and discussed.

Motion: Approve Adoption of the Strategic Plan
Moved by: Director Wright, seconded by Director Miller
Vote: Motion carried 9-0
Yes: Director Morowit, Director Patti, Director Wright, Director Lazard,
Director Singh, Director Andrade, Director Miller, Director Akinjo
and Director Nuño

5.2) Information Update: Use of Federal Reimbursement

The information presented was received and discussed.

PUBLIC COMMENT

- Dominick Gulli **10:56 AM**

PowerPoint presentation by SJAFCA's Executive Director, Chris Elias.

The information presented was received and discussed.

6. PUBLIC COMMENTS

- Dominick Gulli **11:12 AM**

7. BOARD QUESTIONS, COMMENTS, ACTIONS 11:16 AM

Mr. Gulli sent a letter in which the last sentence states that he, "would be honored to be able to assist in any capacity to resolve this and many other flood control issues within San Joaquin County."

In response to this letter, Board Chair Andrade asked Mr. Gulli to prepare a written submittal in which he describes his experience in successfully accrediting levees through FEMA in the last 10 years; specifically, where and when he has done that, and to provide proof of such successful accreditation, including submittals for accreditation under his stamp?

He was further asked to direct his letter also to FEMA and send SJAFCA a copy of their response. Once this is received, staff will review and respond to the letter.

8. CLOSED SESSION 11:17 AM

- 8.1) Dominick Gulli v. San Joaquin Area Flood Control Agency; ICF International, Inc.; Peterson and Brustad, Inc; Moffat and Nichol. Case No. STK-CV-UWM-2015-0011880
- 8.2) San Joaquin Area Flood Control Agency v. Stockton Golf and Country Club Case No. *authorized and pending*

REPORT OF ACTION TAKEN IN CLOSED SESSION 11:37 AM

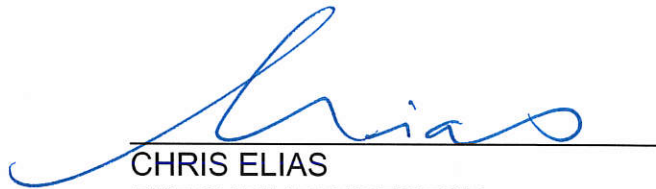
- No action or direction was given by the Board on the two Closed Session items, but let it be noted for the record that after the first Closed Session item, Director Patti excused himself and was not present for the item on the Stockton Country Club.

9. ADJOURNMENT 11:37 AM

Motion: Adjourn

Moved by: Director Lazard, seconded by Director Singh

The meeting adjourned at 11:37 AM. The next meeting is scheduled for November 7, 2019, at 9:00 AM.



CHRIS ELIAS
EXECUTIVE DIRECTOR
SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

Agenda Item 3.2

November 7, 2019

TO: San Joaquin Area Flood Control Agency Board of Directors

FROM: Scott L. Shapiro, General Counsel

SUBJECT: **CORRECTED RESOLUTION UPDATING THE POLICIES OF THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY FOR PUBLIC COMMENT AT MEETINGS**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency adopt updated Resolution 19-32 which corrects the policy regarding public comment at Board of Director meetings.

DISCUSSION

Background

The Board of Directors of the San Joaquin Area Flood Control Agency (SJAFCA) adopted Resolution 19-32 at its meeting of July 18, 2019 addressing its policies on public comment. The final resolution stated that a member of the public is entitled to two minutes to speak. Unfortunately, due to the order in which elements of the resolution were debated, the resolution also stated "furthermore; any items, for which the Chair has received many speaker cards, the Chair shall have the discretion to limit speakers to 2 minutes rather than 3 minutes per speaker."

Present Situation

It is clear that the second statement is no longer necessary now that the Board has elected to set two minutes as the standard for public comment. Therefore, staff recommends adopting updated Resolution 19-32 which corrects this error.

PREPARED BY: Scott L. Shapiro



APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR

RESOLUTION NO. SJAFCA 19-32 (updated)

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

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**RESOLUTION TO APPROVE REVISED POLICY FOR
PUBLIC COMMENT AT SJAFCA BOARD MEETINGS**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

Members of the public may address the Board at Agency meetings. Speakers should expect the Board to refrain from engaging in dialogue, except to the extent necessary to clarify the speaker's position. Additionally, the following guidelines will apply:

1. A Request to Speak card is filed with the Agency's secretary and/or permission to speak has been given by the presiding Chair;
2. Speakers addressing the Board shall speak in a clear audible tone and shall be requested to provide their names and addresses before providing comment;
3. Speakers shall be given two (2) minutes to address the Board;
4. When the allotted time is complete and a member of the public is still speaking, it is in the discretion of the Chair to allow a member of the public to finish his or her remarks when appropriate. Further, time limits shall not apply to invited speakers, staff, and members of the Board.
5. Speakers shall address the Board and shall not direct comments to Agency staff or members of the audience; this includes questions;
6. Comments shall be limited to matters concerning the Agency's Agenda or matters in which the Agency has control;
7. Speakers should not discuss matters that are the subject of ongoing litigation with the Agency, and the Board will not respond to any such comments;
8. Speakers may speak only once per comment period (e.g., once during each agenda item), and no speaker may cede time to a different speaker. Speakers may not return to the podium for follow-up questions, rebuttal, or further remarks, associated with that same item;
9. Speakers may not read testimony on behalf of someone who is not present at the Board meeting;
10. Derogatory comments, personal attacks, and profane language are prohibited; comments shall not be disruptive to the Board's proceedings;

11. Any behavior that disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting may be restrained by ending that member of the public's comments or by removing that member of the public from the meeting.
12. Allocated time is intended to be used to provide oral comments to the Board that are relevant to the agenda item. The Board shall have the discretion to limit a speaker's time if allocated time is not bine used consistent with this purpose.

PASSED, APPROVED AND ADOPTED this 7th day of November, 2019.

JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Agenda Item 3.3

November 7, 2019

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **AMENDMENT NO. 1 TO TASK ORDER NO. 6 OF THE CONSULTANT CONTRACT WITH PETERSON BRUSTAD, INC. FOR ADDITIONAL SERVICES FOR THE SMITH CANAL GATE PROJECT**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency adopt a resolution authorizing the Executive Director to:

1. Execute an amendment to the Contractual Services Agreement with Peterson Brustad, Inc. for additional support services requested on Task Order 6 for pre-construction water quality monitoring and data collection as requested by the California Department of Fish and Wildlife, and to provide support for the residual right-of-way process beyond the design phase of the project; and
2. Appropriate \$112,000 from the Smith Canal Gate Project construction budget to fund the amendment to Task Number 6 (thus increasing the total cost for this task from \$1,908,000 to \$2,020,000)

DISCUSSION

Background

On July 10, 2013, the Board approved the formation of the Smith Canal Gate Assessment District to fund the local costs of design, construction and long-term operations and maintenance of the project.

In November 2013, the Board authorized a contract with Peterson Brustad, Inc. (PBI) in the amount of \$3.5 million for the design of the project, and Task Order No.1 (TO No. 1) in the amount of \$1.4 million for the development of the project's Environmental Impact Report (EIR) and public outreach. All work performed under this contract was to be performed by task orders approved by the Board.

On August 28, 2015, SJAFCA submitted a full application for an Urban Flood Risk Reduction (UFRR) grant requesting State funding in the amount of \$22,309,666. The State Department of Water Resources (DWR) accepted the application and presented an UFRR agreement for execution.

**AMENDMENT NO. 1 TO TASK ORDER NO. 6 TO THE CONSULTANT CONTRACT
WITH PETERSON BRUSTAD, INC. FOR ADDITIONAL SERVICES FOR THE SMITH
CANAL GATE PROJECT** (Page 2)

Following the authorization of TO No. 1, three other TOs were authorized for additional work and in November 2015, the Board authorized TO No. 5 for the design, permitting and right of way acquisition of the project.

On October 24, 2017, an UFRR grant was executed with DWR. Through this grant, the State cost-shares 63% of the project construction costs to a maximum amount of \$22,309,666. In addition, on February 21, 2019, DWR conditionally approved an extra \$13,562,092 for the project. This extra funding will cover the additional project expenses that were required to address the comments from the Independent Panel of Experts and recent increases on project materials.

Taking into account that the project design was nearly complete and the need to have a seamless transition from the design to the construction phase, on May 16, 2019, the Board authorized TO No. 6 with PBI for \$1,908,000 for the engineering services during bidding and construction of the Smith Canal Gate project.

Present Situation:

Due to existing and recent permit conditions imposed by the California Department of Fish and Wildlife, SJAFCA reacted quickly to address some of the conditions that are required before construction can begin. SJAFCA directed PBI and its environmental consultant to develop a plan and scope of work to monitor the water quality conditions for the pre-construction, during, and after-construction phases of the project.

In order to move forward with the actual work, the scope of work for the pre-construction monitoring of the water quality was added administratively to PBI's contract. The pre-construction projected cost for the water quality monitoring is \$61,820. In addition, PBI was requested to prepare a proposal to support the additional right-of-way process beyond the design phase of the project. PBI's proposal for the right-of-way support services is \$50,000. The right-of-way support work will be on an as-needed basis at the request of SJAFCA and will be paid on a time and material basis.

Therefore, in order to account for the additional expenses to monitor the pre-construction water quality, data collection and to provide support for the as-needed right-of-way process beyond the design phase, it is recommended that the Executive Director be authorized to execute:

1. Execute an amendment to the Contractual Services Agreement with Peterson Brustad, Inc. for additional support services requested on Task Order 6 for pre-construction water quality monitoring and data collection as requested by the California Department of Fish and Wildlife, and to provide support for the residual right-of-way process beyond the design phase of the project; and

**AMENDMENT No. 1 TO TASK ORDER No. 6 TO THE CONSULTANT CONTRACT
WITH PETERSON BRUSTAD, INC., FOR ADDITIONAL SERVICES FOR THE SMITH
CANAL GATE PROJECT**

(Page 3)

2. Appropriate \$112,000 from the Smith Canal Gate Project construction budget to fund the amendment to Task Number 6 (thus increasing the total cost for this task from \$1,908,000 to \$2,020,000)

FISCAL IMPACT

There are adequate funds in the construction budget to cover the planned expenditure for the tasks identified as part of Amendment No. 6 of the Agreement with PBI. SJAFCA will receive 63% of its expenditure as reimbursement by California Department of Water Resources per the Smith Canal Gate Project Funding Agreement. Appropriation of \$112,000 to fund the amendment to Task Order No. 6 of the Contractual Services Agreement with Peterson Brustad, Inc. would increase total design cost from \$8,032,700 to \$8,144,700. This increase in expenditure to fund the amendment is necessary to monitor pre-construction water quality as requested by the California Department of Fish and Wildlife, and to provide support for as-needed right-of-way process beyond the design phase of the project

PREPARED BY: Juan J. Neira



APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR
CE:JJN:dc

RESOLUTION NO. SJAFCA 19-41

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

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**AUTHORIZATION TO EXECUTE AMENDMENT NO. 1
TO THE CONSULTANT CONTRACT WITH PBI IN
SUPPORT OF THE SMITH CANAL GATE PROJECT**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA
FLOOD CONTROL AGENCY, AS FOLLOWS:

Authorize the Executive Director to:

1. Execute amendment No.1 to the Contractual Services Agreement with Peterson Brustad, Inc. for additional support services requested on Task Order 6 for pre-construction water quality monitoring and data collection as requested by the California Department of Fish and Wildlife, and to provide support for the residual right-of-way process beyond the design phase of the project; and
2. Appropriate \$112,000 from the Smith Canal Gate Project construction budget to fund Amendment No. 1 to Task No. 6 (thus increasing the total cost of Task Order No. 6 from \$1,908,000 to \$2,020,000)

PASSED, APPROVED AND ADOPTED this 7th day of November 2019.

JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Agenda Item 3.4

November 7, 2019

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **AMENDMENT NUMBER 2 TO THE CONSULTANT AGREEMENT WITH KJELDSSEN, SINNOCK, NEUDECK, INC., FOR ADDITIONAL SERVICES NEEDED FOR THE SMITH CANAL GATE PROJECT**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency:

1. Adopt a resolution authorizing the Executive Director to execute Amendment Number 2 to the construction management agreement with Kjeldsen, Sinnock, Neudeck, Inc., (KSN) for additional services required during the bidding phase of the project including environmental compliance services to fulfill requirements from existing and newly approved permits issued by regulatory agencies, miscellaneous services required during the transition from the design team to the construction management team; and
2. Appropriate \$751,272 to fund the tasks covered in Amendment Number 2 of the Construction Management Agreement with KSN.

DISCUSSION

Background

On May 16, 2019, the Board authorized a Construction Management (CM) Agreement with KSN, for the constructability review and support services needed during the bidding phase of the Smith Canal Gate Project.

As part of the constructability review, which considered the project's schedule, available data, and timing of the remaining permits it was determined that a field test pile would be needed to: i) better determine the drivability of the proposed sheet pile sections; ii) further refine the final design and specification; iii) support an updated construction estimate, and iv) share information with local, state and federal regulatory agencies, as needed.

On September 19, 2019, the Board approved an amendment to KSN's Construction Management Agreement in the amount of \$165,000 for the development of the project documents, required CM, surveying, public outreach, and environmental compliance for the test-pile and support services during the bidding of the project.

AGENDA ITEM 3.4

AMENDMENT NO. 2 TO THE CONSULTANT AGREEMENT WITH KJELDSSEN, SINNOCK, NEUDECK, INC., FOR ADDITIONAL SERVICES NEEDED FOR THE SMITH CANAL GATE PROJECT (Page 2)

On September 24, 2019, SJAFCA met with the design engineering and CM teams to:

- a. ensure that the hand off from the engineering to the CM team would be appropriately coordinated during the bidding and the construction phases of the project
- b. reduce fragmentation of activities in the design and construction phases
- c. assign KSN and its sub-consultant tasks for water quality monitoring during and post-construction in compliance with project permit requirements.

Present Situation:

Based on the different items discussed during the meeting on September 24, 2019, KSN was assigned additional tasks to ensure efficient and effective project coordination.

The scope of services assigned to KSN includes the following tasks:

- Project Management and Administration
- Bidding
- Environmental
- Miscellaneous

KSN's detailed scope of work includes the additional project administration, financial support through cash flow projections, advertising and contractor outreach, processing of Requests For Information (RFIS), and addenda, coordinate and host pre-bid meeting, coordinate bid opening, evaluate bids and award recommendation, conduct environmental tasks not previously identified or included in the new permits (received to date), water quality monitoring during construction and post-construction, and as part of the miscellaneous items, KSN provides an allowance to support the agency should a bid protest occurs, additional right-of-way support if required, and review of potential changes made by the design team that may arise due to the test pile program.

KSN's proposal for the above tasks is \$751,272 with completion expected by October 2021. Staff has reviewed the proposal and finds the cost estimate reasonable and consistent with the current rates for this type of work. Therefore, it is recommended that the Board authorize the Director to execute Amendment No. 2 to the construction management agreement with KSN in the amount of \$751,272 for additional services required during the bidding phase of the project, environmental services to fulfill requirements on existing and newly approved permits, and miscellaneous services required during the transition from the design team to the construction management team.

FISCAL IMPACT

There are adequate funds in the construction budget to cover the planned expenditure for the tasks identified as part of Amendment Number 2 of the Agreement with KSN. Construction expenses related to the Smith Canal Gate Project are cost-shared with the California Department of Water Resources and will be reimbursed on a 63% (DWR) to

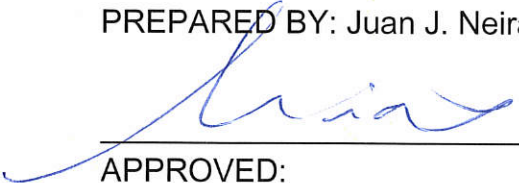
November 7, 2019

**AMENDMENT NO. 2 TO THE CONSULTANT AGREEMENT WITH KJELDSSEN,
SINNOCK, NEUDECK, INC., FOR ADDITIONAL SERVICES NEEDED FOR THE SMITH
CANAL GATE PROJECT**

(Page 3)

37% (SJAFCA) basis per the project Funding Agreement. Payments to the consultants for services in support of the Smith Canal Gate Project are structured on a time-and-material agreement.

PREPARED BY: Juan J. Neira



APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR
CE:JJN:dc

RESOLUTION NO. SJAFCA 19-42

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

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**AUTHORIZATION TO EXECUTE AMENDMENT NO. 2 TO THE
CONSTRUCTION MANAGEMENT AGREEMENT WITH KSN, INC., IN
SUPPORT OF THE SMITH CANAL GATE PROJECT**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA
FLOOD CONTROL AGENCY, AS FOLLOWS:

Authorize the Executive Director to:

1. Execute amendment No. 2 to the Construction Management Agreement with KSN Inc., for additional services required during the bidding phase of the project including environmental compliance services to fulfill requirements from existing and newly approved permits issued by regulatory agencies, miscellaneous services required during the transition from the design team to the construction management team; and
2. Appropriate \$751,272 to fund the tasks covered in Amendment No. 2 of the Construction Management Agreement with KSN.

PASSED, APPROVED AND ADOPTED this 7th day of November 2019.

JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

Chris Elias, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Agenda Item 3.5

November 7, 2019

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **SMITH CANAL GATE PROJECT – PILE TEST CONTRACT AWARD**

RECOMMENDATION:

Information Only

DISCUSSION

Background

On September 19, 2019, the Board authorized the Executive Director to select, and award a contract, to the lowest, responsible and responsive bidder for the pile field testing in the area designated for construction of the Smith Canal Gate Project and provide a full report at the next Board meeting.

On September 12, 2019, the Agency issued a Public Notice inviting bids for the pile test. The Public Notice to the Contractors was published in The Stockton Record for ten consecutive days. Even though the Engineer's estimate for this project was \$188,400, it was anticipated that bids could come substantially higher than the Engineer's estimate due in part to the compressed timeline that is allowed to complete the work, and the short supply of required equipment to accomplish this work.

On October 1, 2019, three sealed bids were received for the Pile Test Project. The bid schedule was split into two parts: i) the Base Bid which includes pile driving activities, and ii) the Additive Bid for geotechnical tests, which includes the Cone Penetration Tests (CPTs). A report of bids received at bid opening for the test pile is summarized in the table below.

Bidder	Base Bid Pile Driving	Additive Bid CPTs	Total
Proven Management Inc	\$452,100	\$178,500	\$630,600
The Dutra Group	\$479,000	\$370,000	\$849,000
California Engineering Contractors	\$204,700	\$85,000	\$289,700

The apparent lowest, responsible and responsive bid was submitted by California Engineering Contractors. The bid form and the additional documentation submitted by California Engineering Contractor were reviewed and found to be complete in accordance with the Instructions to Bidders and General Conditions of the Contract.

AGENDA ITEM 3.5

SMITH CANAL GATE PROJECT – TEST PILE CONTRACT AWARD

(Page 2)

On October 11, 2019, SJAFCA sent a letter to the surrounding property owners notifying them about the construction activities of the project and providing them with an Agency contact information for property owners to call or email the Agency if they have any additional questions on the project.

Present Situation

After completing the administrative review of all the bid documents and finding them as complete, the Executive Director, in consultation with the Agency Counsel, awarded the contract to the lowest, responsible and responsive bidder considering that:

- the project was advertised for public bidding and supported with proper outreach;
- three bids were received, and
- the lowest bid was found to be competitive with the other two bidders.

On October 12, SJAFCA accepted California Engineering Contractors bid for the Base Bid of \$204,700. The Contract was fully executed on October 22, 2019, and a Change Order for the Additive Bid (\$85,000) was issued on October 24. The total cost of the Test Pile is \$289,700 (204,700 + 85,000).

A pre-construction meeting was held on October 16, 2019, to review the project details and its coordination. The contractor has all necessary resources, and licenses needed to move forward with the work as scheduled. In addition, SJAFCA has acquired all the required permits.

It is anticipated that the in-water work (pile test) will start October 28 and will be completed by October 30, 2019. Demobilization will be completed no later than November 1, 2019.

FISCAL IMPACT

Even though the cost of the Pile Test is higher than the Engineer's estimate, it is already covered in the construction budget. The cost for the pile field testing work will be shared between the State Department of Water Resources at 63% and SJAFCA at 37%.

PREPARED BY: Juan J. Neira



APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR
CE:JJN:dc

Agenda Item 4.1

November 7, 2019

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **APPROVAL TO ENTER INTO CONSULTANT SERVICES MASTER AGREEMENTS FOR PLANNING, EVALUATION, CONCEPT DEVELOPMENT AND DESIGN OF FLOOD PROTECTION IMPROVEMENTS**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency Adopt a resolution authorizing the Executive Director to negotiate and execute one or more Consultant Services Master Agreements for professional engineering and related services in support of the Agency's ongoing capital projects for planning, evaluation, concept development and design of flood protection improvements.

DISCUSSION

Background

SJAFCA is managing multiple capital improvement projects, each in different states of planning, engineering, design and construction. Those current projects include the Federal Lower San Joaquin River Project (LSJRP), the second phase of the Lower San Joaquin River Feasibility Study, the Mossdale Tract Area adequate progress and improvements, the Mossdale Tract Urban Flood Risk Reduction (UFRR) Study, and the Smith Canal project. Currently, some services have been retained to support this ongoing work (e.g. hydraulic modeling), but the agency anticipates needs for multiple support functions in order to proactively address project delivery.

The U.S. Army Corps of Engineers is designing the first increment of the LSJRP and will continue the phase two of the feasibility study within the Mossdale Tract area. As progress continues and with future Federal appropriations, SJAFCA will leverage consultant resources to participate in the design development stages, to advance the phase 2 feasibility study, and to deliver the non-Federal project sponsor's responsibilities (e.g. real estate interests).

At the same time, much is advancing in the Mossdale Tract Area, to include the adequate progress efforts and the UFRR study. SJAFCA assumed the role of the Local Flood Management Agency as part of the Mossdale Tract Area's Urban Level of Flood Protection work. In that role, SJAFCA is also advancing a funding program to generate the funds needed to implement improvements to the levee system protection in the Mossdale Tract Area to ensure the levees can meet Urban Level Design Criteria.

For these reasons, a variety of technical services, beyond those already available to SJAFCA, are necessary. The resources that come as a result of the request for qualifications (RFQ) process will initially be leveraged to:

AGENDA ITEM 4.1

APPROVAL TO ENTER INTO CONSULTANT SERVICES MASTER AGREEMENTS FOR PLANNING, EVALUATION, CONCEPT DEVELOPMENT AND DESIGN OF FLOOD PROTECTION IMPROVEMENTS
(Page 2)

- Continue advancing the Federal project design increments,
- Support future feasibility study, phase 2 in the Mosssdale Area,
- Support future non-Federal obligations under the Federal project,
- Continue developing the efforts in the Mosssdale Tract Area,
- Advance adequate progress within the Mosssdale Tract Area,
- Advance the extension of the dryland levee concept in the Mosssdale Tract Area,
- Partner with DWR to deliver the recommended project from the UFRR study,
- Evaluate regional multi-benefit project elements, and
- Evaluate the feasibility of a Paradise Cut as a multi-benefit element and/or flood risk reduction component for the basin.

As the program continues, this pool of resources will provide the agency flexibility to adapt to the most important needs of the program, in line with its recently adopted Strategic Plan. A broad RFQ will give the agency access to a predetermined list of vetted services for the agency to draw from to proactively support its program. Task orders will be awarded in subsequent processes, for which some may fall within the Executive Director's delegated authority and others will be brought directly to the board for action.

Present Situation

On October 24, 2019, SJAFCA released an RFQ for engineering and related services for planning, evaluation, concept development, and design of flood protection improvements (**Attachment A**). The purpose of this RFQ is to establish minimum requirements for flood risk reduction program support, to solicit and evaluate SOQs, and to identify up to three (3) firms per service area that can support SJAFCA's program through a consultant services master agreement. Task orders will be issued separately but in support of the aforementioned project and program efforts.

The RFQ contains 8 service areas providing for a comprehensive list of capable consulting services; those include:

- Planning and Plan Formulation
- Flood Risk Assessment
- Civil Engineering
- Geology and Geotechnical Engineering
- Hydrology and Hydraulic Engineering
- Surveying
- Real Estate Support
- Environmental Planning and Permitting

**APPROVAL TO ENTER INTO CONSULTANT SERVICES MASTER AGREEMENTS FOR
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PROTECTION IMPROVEMENTS** (Page 3)

Staff will complete the evaluation and selection by December 9, 2019. Initial task orders, which fall within the current authority limits of the Executive Director, may be issued prior to the next board meeting. Therefore, the Board's action and resolution will allow staff to negotiate and enter into a consulting contracts prior to the next Board meeting.

Next Steps

Upon receipt of the Statements of Qualification (SOQs) from proposers on November 19, 2019, staff will work through the evaluation process and determine the most qualified firm(s) to enter into a contract with. At this time, Staff is requesting authorization from the Board to negotiate and enter into Consultant Master Services Agreements with up to 3 firms per service area, subject to Agency Counsel's review.

FISCAL IMPACT

The is no immediate impact to the current year's fiscal budget with the Board's action to authorize the Executive Director to enter into consulting agreements; however, the Executive Director may issue task orders up to his delegated authority of \$100,000 prior to the next Board meeting.

Also, given the wide range of services and anticipated duration (3 years with options to extend), the RFQ proposes an anticipated cumulative financial expenditure of up to \$10M, which depends on the needs of the program, future Board action on a task order basis, available finances and budget, and other considerations.

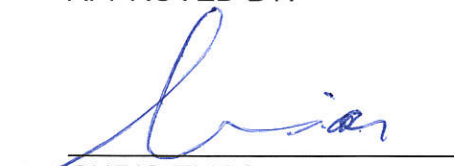
SUMMARY

The recommended Board Action would do the following:

- Approve a resolution authorizing the Executive Director to negotiate and execute one or more Consultant Services Master Agreements for professional engineering and related services in support of the Agency's ongoing capital projects for planning, evaluation, concept development and design of flood protection improvements.

PREPARED BY: Adam Riley, P.E., Larsen Wurzel & Associates - Agency
Consultant

APPROVED BY:


CHRIS ELIAS
EXECUTIVE DIRECTOR

**APPROVAL TO ENTER INTO CONSULTANT SERVICES MASTER AGREEMENTS FOR
PLANNING, EVALUATION, CONCEPT DEVELOPMENT AND DESIGN OF FLOOD
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Attachments

1. Request for Qualifications (RFQ) for Consulting Services for Planning, Evaluation, Concept Development and Design of Flood Protection Improvements (SJAFCA-RFP-19-03) *excluding Exhibit A*
2. Draft of Resolution 19-39 authorizing the Executive Director to execute a Consultant Services Master Agreement for Planning, Evaluation, Concept Development and Design of Flood Protection Improvements

ATTACHMENT - 1

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

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

1.0 INTRODUCTION

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

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

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

Estimated Contract Duration: 3 years with options to extend

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

2.0 SJAFCA DESCRIPTION

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

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

3.0 SJAFCA PROJECT BACKGROUND

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

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

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

4.0 SCOPE OF SERVICES

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

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

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

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

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

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

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

Support service areas include:

1. Planning and Plan Formulation

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

2. Flood Risk Assessment

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

3. Civil Engineering

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

4. Geology and Geotechnical Engineering

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

5. Hydrology and Hydraulic Engineering

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

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6. Surveying

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

7. Real Estate Support (Appraisal and Acquisition)

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

8. Environmental Planning and Permitting

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

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

5.0 RFQ SCHEDULE

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

Release of RFQ	Wednesday, October 23, 2019
Deadline to submit questions to SJAFCA	4:00 PM Thursday, October 31, 2019
SJAFCA Responds to Written Questions.....	Monday, November 4, 2019
Submittal of SOQ Due from Consultant.....	4:00 PM Monday, NOVEMBER 18, 2019
Notification/Scheduling Oral Interviews (if needed)	Thursday, November 21, 2019
Consultant Oral Interviews (if needed).....	week of December 2, 2019
Consultant Selection/Notification	Monday, December 9, 2019
Contract Approval	Friday, December 13, 2019

6.0 QUESTIONS

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

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

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22 East Weber Avenue, Room 301
Stockton, California 95202

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

7.0 FORMAT AND CONTENT REQUIREMENTS

1. TRANSMITTAL AND SUMMARY

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

2. STATEMENT OF QUALIFICATIONS (SOQ)

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

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

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

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

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

3. Certification / Exceptions to RFQ Conditions

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

4. Billing Rates

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

5. Page Limit

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

8.0 SUBMISSION REQUIREMENTS

ATTACHMENT - 1

Please submit one electronic copy on CD / DVD / or USB drive or by e-mail to Marlo.Duncan@stocktonca.gov, three (3) copies and one (1) unbound original copy of your proposal signed by an authorized representative. Proposals shall be delivered on or before **4:00 pm on Monday, November 18, 2019**, to:

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

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

RATE SHEET

OPEN BY CONSULTANT SOLICITATION STAFF ONLY

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

[Name of Submitting Firm]

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

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

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

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

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

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

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

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

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

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

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

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agreement.

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

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

10.0 SELECTION PROCESS

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

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

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

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

ATTACHMENT - 1

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

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

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

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

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

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

Thank you for your interest in this Request for Qualifications.

Attachments and Exhibits

Attachment A: Debarment & Suspension Certification

Exhibit A: Consultant Services Master Agreement

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

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

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

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

has a proposed debarment pending; and

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

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

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

Signature

Consultant Firm Name

**SJAFCA STANDARD FORM
CONSULTANT SERVICES MASTER AGREEMENT**

DRAFT

ATTACHMENT - 2

RESOLUTION NO. SJAFCA 19-39

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

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RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ONE OR MORE CONSULTANT SERVICES MASTER AGREEMENTS FOR PROFESSIONAL ENGINEERING AND RELATED SERVICES IN SUPPORT OF THE AGENCY'S ONGOING CAPITAL PROJECTS FOR PLANNING, EVALUATION, CONCEPT DEVELOPMENT AND DESIGN OF FLOOD PROTECTION IMPROVEMENTS

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

The board of directors hereby directs the executive director to negotiate and execute one or more consultant services master agreements for professional engineering and related services in support of the agency's ongoing capital projects for planning, evaluation, concept development and design of flood protection improvements

PASSED, APPROVED AND ADOPTED this 7th day of November 2019.

JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

Agenda Item 4.2

November 7, 2019

TO: San Joaquin Area Flood Control Agency

FROM: Chris Elias, Executive Director

SUBJECT: **DELEGATE AUTHORITY FOR APPROVAL OF CONTRACT FOR PUBLIC OUTREACH SERVICES IN SUPPORT OF THE MOSSDALE TRACT AREA OVERLAY ASSESSMENT DISTRICT, ENHANCED INFRASTRUCTURE FINANCING DISTRICT AND AGENCY WIDE OUTREACH EFFORTS**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency adopt a resolution authorizing the Executive Director to negotiate and execute a Consultant Services Master Agreement and associated Task Order for Public Outreach services in support of the Agency's Mossdale Tract Area's Overlay Assessment District and Enhanced Infrastructure Financing District formations as well as agency wide outreach efforts.

DISCUSSION

Background

In February 2018, SJAFCA, as part of the reformulation of the Agency's Joint Exercise of Powers Agreement to include the Cities of Lathrop and Manteca as members of the Agency, assumed the role of Local Flood Management Agency (LFMA) as part of the Mossdale Tract Area's Urban Level of Flood Protection efforts. In that role, SJAFCA is advancing a funding program to generate the funds needed to implement improvements to the levee system protecting the Mossdale Tract Area to ensure the levees can meet Urban Levee Design Criteria.

The SJAFCA Board of Directors (Board), since February 2018, has received multiple briefings regarding the funding program that includes the following funding mechanisms-

- A Regional Development Impact Fee program;
- An Overlay Assessment District (OAD); and,
- An Enhanced Infrastructure Financing District (EIFD).

Also, in February 2018, after receiving a comprehensive briefing on the Mossdale Area Program, the Board authorized an Agreement with Larsen Wurzel & Associates, Inc. (LWA) to assist with Implementation of the Funding Program. The scope of that contract

AGENDA ITEM 4.2

DELEGATE AUTHORITY FOR APPROVAL OF CONTRACT FOR PUBLIC OUTREACH SERVICES IN SUPPORT OF THE MOSSDALE TRACT AREA OVERLAY ASSESSMENT DISTRICT, ENHANCED INFRASTRUCTURE FINANCING DISTRICT AND AGENCY WIDE OUTREACH EFFORTS (Page 2)

with LWA included assistance with the implementation of the OAD. In March 2019, the Board received an update on the Mossdale Tract Program and as part of that update, approved a conceptual scope of work for Assessment Engineering services and authorized staff to issue a request for proposals (RFP). In September 2019, after the completion of the competitive selection RFP process, the Board authorized SJAFCA to enter into a contract with Willdan Financial Services (WFS) to provide the Assessment Engineering services for the OAD. At the September 2019 Board meeting where the Board approved the contract WFS, it was noted that the scope of work included within the WFS contract did not include the Public Outreach services. This was primarily due to the fact there is a need for coordinated public outreach between the formation of the proposed OAD as well as the EIFD. Not only do both district formation processes require mailed notices, the public will also need outreach and education to understand how the two mechanisms would work together but are different. For this reason, staff separated the public outreach scope of work from the Assessment Engineer scope of services.

As the Board is aware, Staff is also advancing the Federally authorized Lower San Joaquin River project with the United States Army Corps of Engineers (USACE), and, on a broader scale, the Agency's Strategic Planning process is transitioning into the Implementation Planning phase. Both of these efforts also necessitate public outreach and education efforts. For this additional reason, staff is seeking Public Outreach services from a qualified consultant.

Present Situation

In order to start the process of procuring the necessary Public Outreach services, staff prepared and issued a Request for Qualifications and Proposal (RFQ/P) on October 16, 2019 (**Attachment A**). In order to address the needs outlined in September 2019 and summarized above, the requested scope of services covered within the RFQ/P included;

- Support for the Proposition 218 process of the OAD formation;
- Support for the EIFD formation process including the required property owner noticing requirements;
- Support for SJAFCA's advancement of the Lower San Joaquin River Feasibility Study Recommended Project Pre-Construction and Engineering Design agreement with the USACE; as well as,
- General public outreach needs that considers the short and long-term activities of the Agency in light of the adopted Strategic Plan.

While the scope of services covered in the RFQ/P are expected to extend beyond 24

DELEGATE AUTHORITY FOR APPROVAL OF CONTRACT FOR PUBLIC OUTREACH SERVICES IN SUPPORT OF THE MOSSDALE TRACT AREA OVERLAY ASSESSMENT DISTRICT, ENHANCED INFRASTRUCTURE FINANCING DISTRICT AND AGENCY WIDE OUTREACH EFFORTS (Page 3)

months, the RFQ/P requested a proposal and level of effort estimate to cover 24 months of service.

Staff has assembled an evaluation team consisting of staff representing the Agency, Lathrop and the County. Proposals will be evaluated based on overall responsiveness and general understanding of the requested services, a proposer's experience, capability and approach to providing the services as well as references with demonstrated success similar to the services requested.

Responses to the RFQ/P are due at 4:00 PM on November 13, 2019. The expected schedule for evaluation of all proposals received includes, if needed, interviews on November 20, 2019 and final selection by November 22, 2019.

Next Steps

Upon receipt of the proposal on November 13, 2019, Agency staff will work through the evaluation process and determine the most qualified Public Outreach consultant to enter into a contract with. At this time, Staff is requesting authorization from the Board to:

1. delegate authority the Executive Director to select, negotiate and execute a Consultant Services Master Agreement for public outreach services with the most qualified firm, subject to Agency Counsel's review,
2. issue initial Task Order for outreach services described above with a maximum not-to-exceed amount of \$100,000; and
3. return to the board for future contract amendments related to costs of public outreach services in excess of the \$100,000 limit.

FISCAL IMPACT

The Agency's two-year Mossdale Tract Area Program budget (for FY's 17/18 and 18/19), for work associated with the implementation of the funding program, includes consulting services budget totaling more than \$153,000. The unexpended portion of this funding that has carried over to FY 19/20 exceeds more than \$120,000. The costs associated with Public Outreach Services for the balance of FY 19/20 are not expected to exceed \$100,000. As a result, there is no net Fiscal Impact from the Board's approval of staff's recommended action.

DELEGATE AUTHORITY FOR APPROVAL OF CONTRACT FOR PUBLIC OUTREACH SERVICES IN SUPPORT OF THE MOSSDALE TRACT AREA OVERLAY ASSESSMENT DISTRICT, ENHANCED INFRASTRUCTURE FINANCING DISTRICT AND AGENCY WIDE OUTREACH EFFORTS (Page 4)

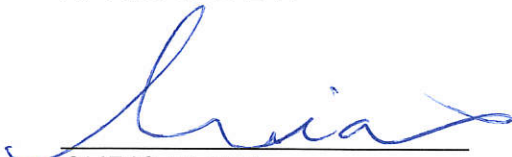
SUMMARY

The recommended Board Action would do the following:

- Adopt a resolution authorizing the Executive Director to negotiate and execute a Consultant Services Master Agreement and associated Task Order for Public Outreach services to provide support for the Agency's Mosssdale Tract Area's Overlay Assessment District and Enhanced Infrastructure Financing District formations as well as agency-wide outreach efforts.

PREPARED BY: Seth Wurzel, Larsen Wurzel & Associates - Agency
Consultant

APPROVED BY:



CHRIS ELIAS
EXECUTIVE DIRECTOR

Attachments

1. Request for Qualifications and Proposal (RFQ/P) for Public Outreach Services (SJAFCA-RFP-19-02) *excluding Exhibit A*
2. Draft of Resolution 19-40 authorizing the Executive Director to execute a Consultant Services Master Agreement and associated Task Order for Public Outreach Services
 - A. Form of Consultant Services Master Agreement

ATTACHMENT - 1

SAN JOAQUIN AREA FLOOD CONTROL AGENCY REQUEST FOR QUALIFICATIONS AND PROPOSAL (RFQ/P) FOR PUBLIC OUTREACH SERVICES

(SJAFCA-RFP-19-02)

1.0 INTRODUCTION

The San Joaquin Area Flood Control Agency (SJAFCA) is seeking proposals under this Request for Qualifications and Proposal (RFQ/P) from a public outreach firm (CONSULTANT) to provide various services designed to support the projects and funding efforts of SJAFCA. These services include specific project based public outreach services as well as on-call public outreach services to improve the overall public awareness of SJAFCA's efforts as further described within this RFQ/P. The selected CONSULTANT shall be contracted by SJAFCA to perform the public outreach services (SERVICES) and the CONSULTANT will be required to provide all labor, equipment, tools, and facilities necessary for completion of its SERVICES.

2.0 SJAFCA DESCRIPTION

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

3.0 SJAFCA PROJECTS

SJAFCA has multiple large-scale flood risk reduction projects underway within San Joaquin County.

Within the Stockton area, SJAFCA is the local sponsor of the Federally authorized Lower San Joaquin River Feasibility Study Recommended Project (LSJRP), a \$1.0+ billion effort that will reduce flood risk to North and Central Stockton. Additional Information regarding this project can be found online here: https://www.spk.usace.army.mil/lower_sj_river/. SJAFCA has entered into a Preconstruction, Engineering and Design (PED) Agreement with the United States Army Corps of Engineer (USACE) to advance the design of the first increment of the recommended project. Local interest in the recommended project includes SJAFCA, San Joaquin County, Stockton and Reclamation District No.'s 1608, 2074, 1614, 828 and 404. SJAFCA's public outreach efforts will include coordination with this large set of stakeholders as well as the general public as it relates to this project.

SJAFCA is currently in the process of finalizing plans and specifications for the award of a construction contract for the Smith Canal Gate Project, **a critical component of the Lower San Joaquin River Project (LSJRP)**. The Smith Canal Gate Project is a \$60 million flood control facility that will be constructed at the mouth of Smith Canal in Stockton. This project is being advanced locally by SJAFCA through funding partnership with the DWR. Additional information regarding this project can be found online here: https://www.sjafca.com/smith_canal_closure.php.

ATTACHMENT - 1

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

As it relates to the implementation of SJAFCA's funding program for ULOP within the Mossdale Tract Area, SJAFCA is currently working to establish an Overlay Assessment District (OAD) and an Enhanced Infrastructure Financing District (EIFD). Both of these funding programs require, as part their local legislative approval, public noticing and, in the case of the OAD, a property owner balloting process. The Agency has engaged the services of an Assessment Engineer for the OAD establishment. In addition to an assessment engineer, a public outreach firm is needed to ensure that proper noticing and public education takes place regarding the OAD formation. Further, because the EIFD formation process also requires mailed noticing and the formation process is expected to take place during the same timeframe as the OAD, coordinated public outreach efforts must take place. As a result, this RFP/Q is intended to cover both of these process and other services as needed.

4.0 SCOPE OF SERVICES

The following shall constitute the general tasks associated with the requested Services. As part of the CONSULTANT's response to this RFQ/P, the CONSULTANT shall prepare a proposed Scope of Work that accommodates the following requests of SJAFCA. The CONSULTANT shall provide:

1. Support for the Agency's general public outreach needs that considers the short and long-term activities of the Agency. The scope of the support should take into consideration the Agency's adopted Strategic Plan Mission and Objectives. The CONSULTANT shall identify and provide all needed outreach materials and activities to support this effort.
2. Coordination and public outreach support for SJAFCA's advancement of the USACE LSJRP PED Agreement and associated local sponsor activities required by that Agreement.
3. Comprehensive public education and outreach services to support the Proposition 218 property owner balloting proceeding process for the formation of the OAD. These services should cover any recommended public opinion research, stakeholder outreach, preparation and production of any recommended and required outreach materials for noticing and balloting, any recommended online social media and/or webpage content development, public workshops, and any other recommended strategy for public and stakeholder engagement. For the purposes of estimating level of effort, the CONSULTANT should assume that there are 14,000 properties within the OAD and EIFD. All work should take place in coordination with the agency's previously selected Assessment Engineer and Agency legal counsel.
4. Comprehensive public education and outreach services needed to support the EIFD formation process. This includes the preparation of any required mailed noticing pursuant to EIFD law. All work should take place in coordination with agency's previously selected EIFD

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formation consultant(s) and Agency legal counsel.

Coordination of Work Effort: Consulting services associated with formation of the OAD and EIFD have been engaged by SJAFCA. SJAFCA has engaged Larsen Wurzel & Associates, Inc. (LWA) to assist with the formation of the EIFD and Willdan Financial Services, Inc. (WFS) to assist with the formation of the OAD. As noted above, the selected CONSULTANT will be expected to work closely with and coordinate all public outreach efforts with these firms. In preparing a proposed Scope of Work in response to this RFP/Q, the consultant should demonstrate its experience working with similar firms on similar projects.

Estimated SERVICES Duration: SJAFCA expects that the above tasks will extend for a period of no less than 24 months from the date of engagement of the CONSULTANT. The CONSULTANT is expected to provide a budgeted level of effort for this duration of services.

Services provided by SJAFCA: SJAFCA will provide the following services and/or information to CONSULTANT:

- Access without charge to data, reports, and maps that currently exist in County files, which are necessary for carrying out the requested services; and
- Cooperation of assigned SJAFCA staff and consultants whenever reasonably possible, or other local agency staff coordinated through SJAFCA, in carrying out the SERVICES without undue delay.

Access to information is limited to data of record in County files and/or records and in the formats as filed and/or recorded. The CONSULTANT shall check and investigate existing information and conditions and notify SJAFCA of any deficiencies discovered.

Extension of Services by SJAFCA: SJAFCA intends to evaluate submissions to select a CONSULTANT for the above scope as well as future on-call services that may be required by SJAFCA for these or other projects. Therefore, it is expected that SJAFCA will execute a contract with CONSULTANT that will include authorization for such future tasks as can be agreed to by SJAFCA and CONSULTANT without the need to separately issue and evaluate responses to future RFP/Qs.

5.0 RFP/Q SCHEDULE

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

Release of RFQ/P	Wednesday, October 16, 2019
Deadline to submit questions to SJAFCA	4:00 PM Monday, October 21, 2019
SJAFCA Responds to Written Questions.....	Thursday, October 25, 2019
RESPONSE DUE FROM CONSULTANT.....	4:00 PM WEDNESDAY, NOVEMBER 13, 2019
Notification/Scheduling Oral Interviews (if needed)	Friday, November 15, 2019
Consultant Oral Interviews (if needed).....	Wednesday, November 20, 2019
Consultant Selection/Notification	Friday, November 22, 2019
Contract Approval	Friday, December 6, 2019

6.0 QUESTIONS

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

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

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

7.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS

Proposals should follow the format outlined below:

- Transmittal/Signature/Cover page
- Firm Profile & Qualifications
- References
- Resumes of Team Members
- Proposed Scope of Services
- Certification / Exceptions to RFP Conditions
- Level of Effort estimate and Bill Rates

Transmittal/Signature/Cover Page – This page will include the title information and the signature of the Proposer principal, who shall be an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

Firm Profile & Qualifications – This section of the proposal is designed to establish the CONSULTANT as an entity with the ability and experience to provide the requested services as stated in this RFQ/P. This section should address items such as, the history and age of the firm, the number of years of experience providing the proposed, equivalent, or related services, the firms capabilities and any other unique differentiating factors that qualify the firm to provide the requested services. The proposing firm should also demonstrate its understanding of the local conditions and concerns of the public within this section.

References – The CONSULTANT should provide information regarding a minimum of three (3) references of similar work performed within the last five years. References should describe relevant and/or similar work to the requested services and demonstrate the CONSULTANT's capability to complete the requested services. References should include current contact information (address, e-mail and telephone number) for a person associated with and familiar with the services performed.

Resumes – The CONSULTANT should identify the person(s) responsible for administering or providing the Services and provide a resume describing the identified person(s) qualifications, education and experience.

Proposed Scope of Services – All proposals should include a Proposed Scope of Work detailing the approach to the requested services address in this RFQ/P. The Proposed Scope of Work should identify the tasks proposed to be provided with sufficient detail to demonstrate a general understanding of the requirements of the services and the proposers capabilities to provide the requested services, a description of how the services will be performed, and description of the specific deliverables associated with each task.

Certification / Exceptions to RFQ/P Conditions – In submitting a proposal in response to this RFQ/P, the CONSULTANT is certifying that it takes no exceptions to the conditions described in

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this RFQ/P with the exception of those noted within this section. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. If Proposer has no clarification, exception, or deviation, a statement to that effect shall be included in this section.

Level of Effort Estimate and Bill Rates – Proposals should present an estimate of the level of effort, in terms of estimated personnel hours, required to complete each identified task within CONSULTANT's Proposed Scope of Services. The Proposer should also provide hourly bill rates for each classification involved in the project.

The Proposal shall not exceed Thirty (30) pages. Each page of the Proposal must be numbered. The 30-page limit applies to all content with the following exceptions: an optional table of contents (not to exceed one page), any folder, cover, or section dividers; the Cost Proposal.

8.0 PROPOSAL SUBMISSION REQUIREMENTS

Please submit one electronic copy on CD / DVD / or USB drive or by e-mail to Marlo.Duncan@stocktonca.gov, three (3) copies and one (1) unbound original copy of your proposal signed by an authorized representative. Proposals shall be delivered on or before **4:00 pm on Wednesday, November 13, 2019**, to:

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

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

PROPOSAL
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
REQUEST FOR QUALIFICATIONS AND PROPOSAL (RFQ/P)
FOR PUBLIC OUTREACH SERVICES
(SJAFCA-RFP-19-02)

[NAME OF SUBMITTING FIRM]

OPEN BY CONSULTANT SOLICITATION STAFF ONLY

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

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

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

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

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Affirmative Action Plan: CONSULTANT shall attest to the firm's affirmative action plan or other policies aimed at eliminating unlawful discrimination and a description of the firm's adoption and compliance with its plan or policy.

Conflict of Interest: CONSULTANT shall disclose any financial, business, or other relationships with SJAFCA, the County, the cities Lathrop, Manteca and Stockton and other local, special districts that may have an impact on the outcome of PROJECT. A potential conflict of interest may include, but is not limited to, contracts for work related to projects with SJAFCA, in San Joaquin County, contracts with County departments, cities, special districts, and/or local land developers. CONSULTANT should also list current clients who may have a financial interest in the outcome of the PROJECT.

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

Optional, Additive Scope of Work: In the event that SJAFCA elects to request optional, additive scope of work and cost proposal components, SJAFCA and CONSULTANT shall work together in good faith to finalize a negotiated amount for compensation for any additional components and performance of the tasks, and execute a supplemental Task Order or Amendment to the Agreement for the completion of these additional services.

Option Not to Award and/or Reject Proposals: SJAFCA reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJAFCA. Non- acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the qualifications or the proposals were deficient.

Proposer Costs: Costs for developing proposals are entirely the responsibility of the CONSULTANT and shall not be chargeable in any way to SJAFCA. All materials submitted become the property of SJAFCA and may be returned only at SJAFCA's option.

Indemnification Requirements: Consultant shall be required to be able to comply with the SJAFCA's hold harmless and indemnification requirements referenced below as part of the SJAFCA's consultant services master agreement.

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

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

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not be subject to negotiation.

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

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

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

10.0 CONSULTANT SELECTION PROCESS

Proposals will be evaluated based on the criteria listed below, including but not limited to:

- Overall responsiveness and general understanding of the RFP requirements
- Proposer's experience, capability and approach to providing the requested services
- References with demonstrated success with similar work to the SERVICES
- Clarifications, exceptions and/or deviations to the RFQ/P terms and conditions

Proposal Evaluation: SJAFCA will review the proposals for completeness, clarity, and content. Each proposal will be reviewed to determine if it meets the requirements of this RFQ/P. Failure to meet the requirements will be cause for rejection of the proposal. SJAFCA may reject any proposal if it is conditional, incomplete, or contains irregularities. SJAFCA may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the RFQ/P documents and it shall not exempt CONSULTANT from any terms of an executed consultant services master agreement, should one be awarded.

A selection committee comprised of SJAFCA staff and consultants, will evaluate the proposals that meet the RFQ/P requirements. The evaluation of the written qualifications

ATTACHMENT - 1

and proposals will be based on the criteria listed above.

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

Oral Presentation and Interview Selection Process: An oral presentation and interview may be conducted with the highest ranked consultants following. Rankings will be made by the selection committee following evaluation of the submitted Proposals. Those firms invited to interview will be notified of the dates and times of their interviews. Consultants will also be notified of additional information, if any, to be submitted at the oral presentation and interview. Failure to appear at the oral presentation and interview will be considered unresponsive and the firm will be eliminated from further consideration.

The selection committee will finalize its evaluation of the qualifications, written proposal, oral presentation, and interview. This evaluation will be used as the basis for selection and firms will be ranked for consultant services agreement negotiations.

SJAFCA will then negotiate a consultant services master agreement with the top ranked consulting firm. If an agreement cannot be reached after a reasonable period of time, as determined by SJAFCA, then SJAFCA will terminate negotiations with the number one ranked consulting firm and negotiations will be opened with the second ranking firm. The compensation discussed with one prospective CONSULTANT will not be disclosed or discussed with another consultant.

The selected CONSULTANT will be the highest-ranking firm that has successfully negotiated the terms for award of the consultant services master agreement. The selected CONSULTANT will be requested to enter into a consultant services master agreement with SJAFCA. SJAFCA's standard consultant services master agreement is shown as **Exhibit A**. SJAFCA reserves the right to modify this standard template in order to meet the needs of this scope of services and contracting arrangements. The prospective CONSULTANT is also advised that the agreement will not be in force until it is approved and fully executed by SJAFCA. The CONSULTANT will be required to satisfy all insurance certification requirements before SJAFCA issues a Notice to Proceed.

ATTACHMENT 2

RESOLUTION NO. SJAFCA 19-40

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

=====

RESOLUTION DELEGATING AUTHORITY FOR APPROVAL OF CONTRACT FOR PUBLIC OUTREACH SERVICES IN SUPPORT THE MOSSDALE TRACT AREA OVERLAY ASSESSMENT DISTRICT, ENHANCED INFRASTRUCTURE FINANCING DISTRICT AND AGENCY-WIDE OUTREACH EFFORTS

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

1. Adopt a resolution authorizing the Executive Director to negotiate and execute a Consultant Services Master Agreement for Public Outreach services in support of the Agency's Mossdale Tract Area's Overlay Assessment District, Enhanced Infrastructure Financing District formations and agency-wide outreach efforts; and
2. Issue initial Task Order for public outreach services in the Consultant Services Master Agreement and return to the board for future contract amendments related to costs of public outreach services in excess of the \$100,000 limit.

PASSED, APPROVED AND ADOPTED this 7th day of November 2019.

JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

ATTACHMENT 2-A

ATTACHMENT 1

CONSULTANT SERVICES MASTER AGREEMENT

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

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

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

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

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

ATTACHMENT 2-A

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

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

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

7. **NOTICES.**

Any written notice to Consultant shall be sent to:

NAME

ADDRESS

CITY, STATE

ZIP CODE

Any written notice to Agency shall be sent to:

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

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Executed as of the day first above stated:

{CONSULTANT NAME}

By:

Name
Title

SAN JOAQUIN AREA FLOOD
CONTROL AGENCY

By:

Chris Elias
Executive Director

Approved as to Form:

By: _____
Scott L. Shapiro
General Counsel

EXHIBIT A

SCOPE OF SERVICES

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

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

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

TERM

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

EXHIBIT B

PAYMENT SCHEDULE

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

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

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

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

ATTACHMENT 2-A

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

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

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

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

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

ATTACHMENT 2-A

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

DRAFT

ATTACHMENT 2-A

EXHIBIT B-1

20__ STANDARD RATE SCHEDULE *

State Consultant Fee Schedule Here.

DRAFT

ATTACHMENT 2-A

EXHIBIT B-2

REIMBURSABLE EXPENSES

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

EXHIBIT C

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

EXHIBIT D

GENERAL PROVISIONS

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

ATTACHMENT 2-A

- (b) Minimum Limits of Insurance. Consultant shall maintain limits no less than:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials and employees; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage.
 - a. The Agency, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the Agency, its officers, officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees or

ATTACHMENT 2-A

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

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

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

3. Professional Liability.

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

4. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

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

ATTACHMENT 2-A

- (g) Subconsultants. Consultant shall include all Sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for Sub-consultants shall be subject to all of the requirements stated herein.
 - (h) Waiver. The Executive Director of Agency may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available or that the Agency's interests are otherwise fully protected.
5. CONSULTANT NO AGENT. Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
6. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
7. PERSONNEL. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from Agency of such desire of Agency, cause the removal of such person or persons.
8. EQUAL EMPLOYMENT OPPORTUNITY
- (a) Affirmative Action in Employment. Consultant shall comply with the Affirmative Action Program and Equal Employment requirements of the Agency.
 - i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, handicap, age, or national origin. Consultant will take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, handicap, sex, sexual orientation, age, or nation origin. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection from training, including apprenticeship.

ATTACHMENT 2-A

- ii. Consultant will incorporate the above Affirmative Action provisions in all sub-consultants for services covered by this Agreement.
 - (b) General Employment Provisions Relating to Handicap/Disability Discrimination. No qualified individual with a handicap or disability shall, solely on the basis of such handicap or disability, be subjected to discrimination in employment by Consultant.
 - (c) Reports. Consultant shall provide such reports and/or documents to Agency demonstrating compliance with the terms hereof.
9. STANDARD OF PERFORMANCE. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All instruments of service of whatsoever nature which Consultant delivers to Agency pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.
10. HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Consultant shall indemnify, defend, and hold harmless the Agency, its officers, employees, and agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by the Agency), injury, or damage to the extent caused by the recklessness, negligent acts or omissions, or intentional misconduct of Consultant, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement.
11. GOVERNMENTAL REGULATIONS. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
12. DOCUMENTS. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Consultant pursuant to this Agreement shall become the property of Agency upon completion of the work to be performed hereunder or upon termination of the Agreement.
13. COMPLIANCE WITH APPLICABLE LAWS. Consultant shall comply with all laws applicable to the performance of the work hereunder, including, but not limited to, laws

ATTACHMENT 2-A

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

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

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

Seal and Signature of Registered Professional
with report/design responsibility.

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

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

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

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

ATTACHMENT 2-A

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

Agenda Item 4.3

November 7, 2019

TO: San Joaquin Area Flood Control Agency
FROM: Chris Elias, Executive Director
SUBJECT: **SJAFCA REGULAR BOARD MEETING SCHEDULE FOR 2020**

RECOMMENDATION

It is recommended that the Board of Directors of the San Joaquin Area Flood Control Agency consider changing the 2020 Schedule to reflect monthly meetings.

DISCUSSION

Background

On January 26, 2011, the SJAFCA Board approved a resolution setting future regular Board meeting on a bi-monthly basis. The resolution also states that future Board meetings schedules will be presented in January of each year, and that Special Board meetings will be held as necessary.

Present Situation

Throughout the course of 2019, it has been mentioned that SJAFCA Board meetings are becoming lengthy and it has been suggested several times that the SJAFCA Board consider changing to a monthly Board meeting schedule for 2020. Because of this, three schedules are being presented to the Board for consideration. The proposed schedules include:

- a) monthly meeting dates
- b) monthly meeting dates with a summer break
- c) bi-monthly meeting dates

Staff requests the Board discuss the three options and provide direction in order to approve and adopt a resolution for the 2020 Board Meeting Schedule.

PREPARED BY: Dawn Clement



APPROVED:
CHRIS ELIAS
EXECUTIVE DIRECTOR

CE:DC

Option #1

2020

SJAFCA Board Meetings Proposed Schedule with Monthly Meetings

- January 16, 2020
- February 20, 2020
- March 19, 2020
- April 23, 2020
- May 21, 2020
- June 18, 2020
- July 16, 2020
- August 20, 2020
- September 17, 2020
- October 15, 2020
- November 12, 2020
- December 2020 –
Off / No Meeting

Option #2

2020

SJAFCA Board Meetings Proposed Schedule with Monthly Meetings

- January 16, 2020
- February 20, 2020
- March 19, 2020
- April 23, 2020
- May 21, 2020
- June 18, 2020
- July 16, 2020
- August 20, 2020 –
Off / No Meeting
- September 17, 2020
- October 15, 2020
- November 12, 2020
- December 2020 –
Off / No Meeting

Option #3

2020

SJAFCA Board Meetings Proposed Schedule with Bi-Monthly Meetings

- January 16, 2020
- March 19, 2020
- May 21, 2020
- July 16, 2020
- September 17, 2020
- November 12, 2020

RESOLUTION NO. SJAFCA 19-38

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

RESOLUTION SETTING THE BOARD MEETING SCHEDULE FOR 2020

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

Regular Board meetings for 2020 are scheduled at 9:00 a.m. to be held at 425 N. El Dorado Street, Second Floor, Council Chambers, on the following dates:

- | | | |
|---------------------|-------------------|--|
| • January 16, 2020 | • May 21, 2020 | • September 17, 2020 |
| • February 20, 2020 | • June 18, 2020 | • October 15, 2020 |
| • March 19, 2020 | • July 16, 2020 | • November 12, 2020 |
| • April 23, 2020 | • August 20, 2020 | • December 2020 –
Off / No Meeting |

PASSED, APPROVED AND ADOPTED this 7th day of November, 2019.

JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

RESOLUTION NO. SJAFCA 19-38

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| • February 20, 2020 | • June 18, 2020 | • October 15, 2020 |
| • March 19, 2020 | • July 16, 2020 | • November 12, 2020 |
| • April 23, 2020 | • August 20, 2020 –
Off / No Meeting | • December 2020 –
Off / No Meeting |

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JESÚS ANDRADE, Chair
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Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

RESOLUTION NO. SJAFCA 19-38

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**

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JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:

CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:

SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

**End of Agenda
Packet**