



REQUEST FOR PROPOSAL

Riverside County - Aviation Division

Architectural and Engineering Services

Request for Proposal for Architectural and Engineering Design of
an Air Traffic Control Tower at French Valley Airport (F70), and Jacqueline Cochran
Regional Airport (KTRM)

Date Offered: Monday, January 6, 2025
Closing Date & Time: Wednesday, February 26, 2025
5:00 PM Local Time

Contact Person: Jose Ruiz, Real Estate and Development Manager
Email: JRuiz@rivco.org
Phone: 951-955-5746

RIVERSIDE COUNTY- AVIATION

4080 Lemon Street, 14th Floor
Riverside, CA 92501

I. OVERVIEW

A. Introduction

The County of Riverside, Aviation Division, hereinafter called the ("County") is issuing a Request for Proposal for architectural and engineering services related to the design (schematic and development), and commissioning of up to two new Air Traffic Control Towers ("ATCT") that will be participating in the Federal Aviation Administration's ("FAA") Federal Contract Tower Program ("Project"). The two airports that will be participating in the Federal Contract Tower Program and subject to this Project are the French Valley Airport ("F70"), and the Jacqueline Cochran Regional Airport ("KTRM").

KTRM is located in the East Valley of Riverside County, which is comprised of nine cities and several unincorporated areas. The cities include Palm Springs, Cathedral City, Desert Hot Springs, La Quinta, Palm Desert, Rancho Mirage, Indian Wells, Indio and Coachella. It is a public-use General Aviation (GA) Reliever airport and has two asphalt runways. Runway 17/35 is 8,500 feet long by 150 feet wide, and crosswind Runway 12/30 is 4,995 feet long and 100 feet wide.

F70 is a public-use GA airport that is situated in the unincorporated community of French Valley in southwest Riverside County. The Airport contains about 311 acres of land and is located along Highway 79 near the City of Temecula. The airport has one asphalt runway: Runway 18/36 at 6,000 feet long by 75 feet wide.

Proposals to this RFP will be evaluated on qualifications and past performance that are specific to the development of ATCT's. To be considered, respondents must meet the minimum requirements listed in Section 1(C) below. The awarded respondent will enter into a Professional Service Agreement ("PSA") with the County (a sample of the PSA is attached hereto as Attachment A) and will serve as an on-call consultant for the design of up to two ATCT's until the completion of the Project.

B. Background and Anticipated Scope

Over the past decade, the County has experienced a rise in air traffic and demand for services at both F70 and KTRM, making efficient air traffic control crucial for safety and operational effectiveness. In response to this growth, the County submitted applications for the FAA Contract Tower Program ("FCT") for both airports. In 2022, the FAA informed the County that both F70 and KTRM had been accepted into the program.

Since being accepted into the FCT program, the County has started a comprehensive site selection study in accordance with FAA Advisory Order 6480.4b, which outlines the air traffic control siting process for F70 and KTRM. Once completed, a copy of the siting studies will be provided to the selected Respondent. Additionally, environmental evaluations for both airports are currently in progress.

The anticipated project scope for architecture and engineering services will be carried out in three phases, designated as follows:

- Phase 1: Design
- Phase 2: Construction Bid Support
- Phase 3: Construction Administration and Oversight

Below is a brief overview of the intended scope of work for each phase.

Scope of Work by Phase:

Phase 1: Design

- Architectural and engineering design of ATCT (including but not limited to infrastructure analysis, utility site plan, etc.).
- Preparation of engineering report, detailed plans and specifications.
- Preparation of cost estimates and project schedules.
- Prepare and execute various legal documents (Legal Descriptions, Plats, etc.).

Phase 2: Construction Bid Support

- Advertise and secure bids for ATCT construction, including material testing.
- Attend and host pre-bid meetings.
- Analyze bid results.
- Negotiate construction services, and prepare contract award documents.

Phase 3: Construction Administration and Oversight

- General consultation and guidance during construction.
- Create and maintain overall project schedule, from preliminary planning through construction completion,
- Conduct construction progress meetings and document the progress.
- DBE (Disadvantaged Business Enterprise) document preparation reporting, goals and accomplishments.
- Inspect work for conformance to project design and specifications.
- Evaluate and respond to nonconformities, requests for information, requests for change orders to the work, etc.
- Conduct final inspections and acceptance of the project.
- ATCT commissioning, and Operational Readiness Inspection (ORI) through commissioning.
- Evaluate and identify equipment needed for the ATCT.

Key Note: The awarded respondent should be prepared to attend all meetings with the County and the FAA as required. The County may at its own discretion modify, expand or reduce the scope of services as the need arises.

C. **Minimum Respondent Requirements**

All proposers must:

1. Be an experienced consultant or team that can demonstrate having a broad background and extensive experience in ATCT design projects. Proposers must be able to provide at least three (3) examples of completed ATCT projects.
2. Respondents must possess a California State license in Civil Engineer, and must be proficient in Civil, structural, mechanical, and electrical engineering services.
3. Be able to comply with all pertinent FAA Advisory Circulars, Orders, and Regulations.
4. Respondents must be able to display proficiency in safety standards and regulation set by the FAA for federally operated towers.
5. Respondents shall check the SAM database to verify that they and none of its subconsultants or suppliers have an active exclusion. Individuals or entities that are excluded from working on federally funded programs as reported on SAM will not be permitted to work on this Project. If a subconsultant(s) or supplier is found to be barred from participating on federally funded projects, that entity shall immediately be excluded from the Project, and County will not be responsible for any damage or delay resulting from such exclusion. <http://www.sam.gov/>.
6. Have no record of unsatisfactory performance with the FAA or other public entities, and demonstrate the ability to meet deadlines, and to complete projects without loss of quality, major cost escalations, or overruns.
7. Have the ability to maintain adequate files and records of completed projects and meet statistical Federal reporting requirements.
8. Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that the tower facilities be functional, safe, and efficient.
9. Respondents must meet or exceed a specified DBE participation goal (e.g., 12.5% of the total contract value) through their own firm or by utilizing certified DBE subcontractors.
10. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

D. Correspondence

All correspondence, including proposals, shall be submitted to:

Riverside County- Aviation Division
Jose Ruiz
Real Estate and Development Manager
4080 Lemon Street, 14th Floor
Riverside, CA 92501

II. PROPOSAL REVIEW TIMELINE

All proposals must be received at the address listed above no later than **5:00 PM (PST) on Wednesday, February 26, 2025**. Facsimile or electronically transmitted proposals will not be accepted, since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered. **(Submittal deadline is firm, other dates are tentative)**

- A. Deadline for Request for Information** will be Monday, January 22, 2025 at 5 PM.
- B. The County will post responses** on Thursday, February 20, 2025 by 5 PM.
- C. Deadline for Submittal** will be Wednesday, February 26, 2025 @ 5:00 PM

Note: This RFP does not establish an exclusive agreement.

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects any and all proposals.

B. Solicitation Notice:

The Riverside County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Disadvantaged Business Enterprises (DBE):

FAA funded projects receiving planning, capital and/or operating assistance greater than \$250,000 for one fiscal year require DBE compliance. The current DBE participation goal for Riverside County is 12.5%.

D. Proposal Submittal

To be considered, all proposals must be submitted in the manner set forth in this RFP. The proposer is responsible for ensuring that its proposal arrives on or before the specific deadline. No exceptions will be made.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request. All costs incurred in developing a proposal shall be the sole responsibility of the proposer.

F. Final Authority

The final authority to award consultant contracts rests solely with the County of Riverside, Board of Supervisors.

IV. PROPOSAL REQUIREMENTS

A. General

All interested and qualified Respondents are invited to submit proposals for consideration.

1. Proposals shall be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP in each category. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
2. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
3. Proposals must be received at the designated location no later than the date and time as specified in Section I (D) – Proposal Submittal Deadline.
4. All proposals and materials submitted become the property of the County.
5. The agreement(s) between the County and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E.

B. Proposal Submittal

1. Four (4) copies of the written proposal and a flash drive with a digital copy of the entire proposal are required.
2. No fee should be included or inferred with the proposal.

3. The packages containing the written proposal copies must be marked with the proposer's name and RIVERSIDE COUNTY- AVIATION DIVISION, REQUEST FOR PROPOSAL FOR ARCHITECTURAL AND ENGINEERING DESIGN OF AN AIR TRAFFIC CONTROL TOWER AT FRENCH VALLEY (F70), AND JACQUELINE COCHRAN REGIONAL AIRPORT (KTRM).
4. All proposals must be submitted on 8-1/2 inch by 11-inch paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2-inch top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment. Typeface must be no more than 12 characters per inch (12 pt. font recommended). Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom of the page.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Cover Page

- Submit a letter on letterhead stationery signed by a duly authorized officer.
- A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
- A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
- Brief introduction of the firm
- Statement of interest in the project
- Contact information

2. Table of Contents

- Clear listing of sections for easy navigation

3. Firm Overview

- Business name of the Respondent and legal entity such as corporation, partnership, etc.
- History and background of the firm
- Organizational structure
- Number of years the Respondent has been in business under the present business name, as well as related prior business names.
- Provide your business license that authorizes you to do business in California.

4. Team Composition

- Key personnel that will be involved in the Project
- Brief bios highlighting qualifications and relevant experience of key personal.

- List designation of project manager and their role
- A statement that the proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.

5. Relevant Project Experience

- List of similar projects completed (preferably FAA-related)
- Description of each project, including:
 - Project name and location
 - Experience with this Projects scope of work
 - Outcomes and any awards received
- Reference contact information for each project
- List any projects previously undertaken that demonstrate the Respondents capacity to complete projects ahead or on schedule with minimal to no major cost escalations.
- Pending litigation involving prospective Respondent or any officers, employees, and/or Respondents thereof, in connection with contracts. If none, so state.

6. Technical Approach

- Description of the proposed approach to the architectural and engineering design
- Methodology for project execution
- Tools and technologies to be utilized
- Quality assurance and control processes

7. Understanding of FAA Requirements

- Explanation of knowledge and experience with FAA design standards and regulations
- Any specific compliance strategies for air traffic control tower design

8. DBE Participation

- Commitment to utilizing Disadvantaged Business Enterprises (DBEs)
- Description of any identified DBE subconsultant's that will be utilized for this project and their roles.

9. Project Schedule

- Proposed timeline for project milestones from design to completion
- Key deliverables and review periods

10. Statement of Certification – Include the following in this section of the proposal:

- A statement that the proposer is able to provide the services as described in the proposal outlined in the RFP and meet required FAA deadlines.
- A statement that all aspects of the proposal have been determined independently, without consultation with any other prospective proposers or competitor for the purpose of restricting competition.

- A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
- A statement that the proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.
- A statement that the Respondent agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the proposer's ability to perform services as proposed.
- A statement that the prospective Respondent, if selected, will comply with all applicable rules, laws, and regulations.

11. Insurance – Submit evidence of ability to maintain insurance in the amounts and coverage required by the County – Indemnification and Insurance Requirements.

- A letter of commitment or certificate of insurance from an acceptable (a.m. best rating of a viii (a:8)) insurance company setting forth that insurance coverage, at a minimum in the following types and amounts, will be available at the time of commencement of the PSA.

GENERAL INSURANCE COVERAGE LIMITS

PROFESSIONAL LIABILITY INSURANCE	\$2,000,000.
WORKERS COMPENSATION	STATUTORY LIMITS
VEHICLE LIABILITY	\$1,000,000.

V. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

The successful Respondents will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the Project. The County may select one or more consultants to provide the services that are solicited on this RFP.

B. Evaluation Criteria

The evaluation process shall be in accordance with Chapter 2 of FAA Advisory Circular (AC) 150/5100-14E, "Architectural, Engineering, and Planning Respondent Services for Airport Grant Projects." Additionally, contracts will be subject to the provisions of Executive Order 11246 (affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation Regulation 49 CFR Part 26 (Disadvantaged Business Enterprise Participation)

1. Initial Review – All proposals will be evaluated initially to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b. Proposers must meet the requirement as stated in the Minimum proposer Requirements as outlined in Section I (C).

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected; however, if it contains a minor irregularity, defect or variations, it will be considered by the County to be immaterial or inconsequential. In such cases, the proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation – The selection of the firm to do the work will be undertaken by knowledgeable individuals which may include staff and industry colleagues. After the deadline for receipt of qualifications, the committee will review the qualifications and will select one or more firms to enter into a contract based upon a mutually-understood, general scope of work. If deemed necessary by the committee, one or more firms may be invited for interviews. The final selection of the firm will be based upon the qualifications criteria listed below.
 - a. Responsiveness to RFP – Experience and qualification of your firm in providing services in Airport Improvement Program funded projects and the applicable FAA Advisory Circulars as stated.
 - b. Proven experience in meeting project schedule requirements and work within the stated budget – Provide a statement that the proposer does not have any commitments or potential commitments which may impact the proposer's ability to perform the contract services.
 - c. Proven experience in working with and completing ATCT projects approved and commissioned through the FAA.

After selection of the most qualified Respondents, the County will define the required overall scope of services and attempt to negotiate an appropriate fee schedule. Each project will be awarded under separate task orders and a final cost negotiated. If negotiations on the fee proposal from the most qualified firm are not successful, the County will seek to execute a contract with the second most qualified firm, and so on.

C. Contract Award

Contract(s) will be awarded based on a competitive evaluation of proposals received. The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Final Approval

Any contract resulting from the RFP will be awarded by final approval of the County of Riverside Board of Supervisors, and a Notice to Proceed will be issued by Riverside County- Aviation.

E. Disclaimer

Government Code Sections 6250 et seq., the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Additionally, all information submitted in response to this RFP shall become a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the County if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the County for release of such information.

Attachments include:

Attachment A – Professional Service Agreement Form

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Professional Service Agreement Sample

PROFESSIONAL SERVICE AGREEMENT

for

Architectural and Engineering Design of an Air Traffic Control Tower

between

COUNTY OF RIVERSIDE, TRANSPORTATION AND LAND MANAGEMENT AGENCY

AVIATION DIVISION

and



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Professional Service Agreement Sample

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Attachment 1: Federal Aviation Administration Contract Provisions

Attachment 2: Scope of Work

Appendix A
Professional Service Agreement Sample

This Agreement, made and entered into this _____ day of _____, 2024, by and between _____, (herein referred to as "CONSULTANT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 Subject to the terms and conditions contained in this Agreement, the CONSULTANT shall provide all services described in each fully executed work order.

1.2 CONSULTANT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONSULTANT shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONSULTANT affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONSULTANT shall not be obligated to perform any services until it is in receipt of a work order fully executed by both parties describing the services to be performed and the rates and fees to be paid in connection with the services.

1.4 Work orders may be executed in counterparts and copies of signatures transmitted by email, or other electronic means shall be deemed originals.

1.5 Acceptance by the COUNTY of the CONSULTANT's performance under this Agreement does not operate as a release of CONSULTANT's responsibility for full compliance with the terms of this Agreement.

1.6 If the terms or conditions of this Agreement conflict with those contained in any fully executed work order made in connection with this Agreement, this Agreement shall govern. Each fully executed work order shall be deemed a part of this Agreement which supersedes any other prior agreements entered into between the two parties on the subject matter hereof.

1.7 A fully executed work order may only be amended by a written amendment signed by both parties to this Agreement. As the work progresses, facts uncovered may reveal a change in direction which may alter the scope, CONSULTANT will inform the COUNTY in writing of such situations so that changes to the applicable work order may be made as required.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect until completion of project, unless terminated earlier. CONSULTANT shall commence

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performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

2.2 In the event the services described in a fully executed work order will not be completed during the term of this Agreement, though the work order was executed by the parties while the Agreement was in effect, CONSULTANT shall continue to be obligated to perform the services and the COUNTY shall be obligated to pay for such services as provided in the applicable work order.

3. Compensation

3.1 CONSULTANT will bill the COUNTY monthly for each open project, according to the fee set forth in the applicable fully executed work order, with payment due thirty (30) days from the date an invoice is sent via email. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number ; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

3.2 No price increases will be permitted after the full execution of the work order. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. All projects not exceeding a total of _____ (\$_____) per one fiscal year will not require approval by the Board of Supervisors.

3.3 In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond the set date for each invoice unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONSULTANT in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

The Board of Supervisors and the COUNTY are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease

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Professional Service Agreement Sample

in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

5. Termination

5.1. COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONSULTANT. The written notice shall include the reasons and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONSULTANT's default, if CONSULTANT refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONSULTANT shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONSULTANT's performance up to the date of termination in accordance with this Agreement.

5.5 CONSULTANT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Inspection of Service; Quality Control/Assurance

CONSULTANT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative

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or other regulatory official to monitor, assess, or evaluate CONSULTANT's performance under this Agreement at any time, upon reasonable notice to the CONSULTANT.

7. Independent Consultant/Employment Eligibility

7.1 The CONSULTANT is, for purposes relating to this Agreement, an independent consultant and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONSULTANT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONSULTANT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONSULTANT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

7.2 CONSULTANT shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

8. Subcontract for Work or Services

CONSULTANT may engage subcontractors to perform any work or services called for by a fully executed work order under this Agreement provided CONSULTANT obtains the consent of the COUNTY which shall not be unreasonably withheld and shall be provided in writing.

9. Disputes

9.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by County Counsel who shall furnish the decision in writing. The decision of the County Counsel shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to

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Professional Service Agreement Sample

imply bad faith. The CONSULTANT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

9.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

10. Licensing and Permits

CONSULTANT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. CONSULTANT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

11. Documents

11.1 The COUNTY acknowledges that the CONSULTANT'S reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the CONSULTANT they nonetheless shall in this instance become upon their creation the property of the COUNTY whether the Project is constructed or not. The COUNTY may use design documents and the designs depicted in them, without the CONSULTANT'S consent, in connection with the Project, or other COUNTY Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the COUNTY.

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11.2 Upon completion of each phase of work described in the Scope of Work indicated in , the CONSULTANT shall furnish to the COUNTY two (2) copies of the deliverables, and/or documents completed for that phase as specified in the fully executed work order. Upon approval thereof by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an electronic copy of the deliverables and/or documents.

12. Additional Requirements at no additional projected cost

12.1 These consultant services may include assisting the County in all discussions/meetings with the FAA regarding the contract tower program, and project documentation.

12.2 Before assessment of project cost, engineering visual inspection is required to determine exact project cost.

12.3 Disadvantaged Business Enterprise (DBE) bid analysis & reporting for FAA funded projects receiving planning, capital and/or operating assistance greater than \$250,000 that require DBE compliance.

13. Confidentiality

13.1 The CONSULTANT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

13.2 The CONSULTANT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONSULTANT shall not use such information for any purpose other than carrying out the CONSULTANT’s obligations under this Agreement. The CONSULTANT shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONSULTANT shall not disclose, except as otherwise specifically permitted by this Agreement or

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authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY.

14. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

15. Hold Harmless/Indemnification

15.1 CONSULTANT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONSULTANT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

15.2 With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT indemnification to Indemnitees as set forth herein.

15.3 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

15.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

16. Insurance

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Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall

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continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

17. General

17.1 CONSULTANT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

17.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

17.3 In the event the CONSULTANT receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONSULTANT shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONSULTANT.

17.4 The COUNTY agrees to cooperate with the CONSULTANT in the CONSULTANT's performance under this Agreement, including, if stated in the Agreement, providing the CONSULTANT with reasonable facilities and timely access to COUNTY data, information, and personnel.

17.5 CONSULTANT shall comply with all applicable Federal, State and local laws and regulations. CONSULTANT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the Federal Aviation Administration's mandatory contract terms, and the contract, the Federal Aviation Administration's mandatory contract terms shall take precedence over and be used in lieu of such conflicting portions.

17.6 CONSULTANT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

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17.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

18. Federal Aviation Administration Contract Provisions

The Federal Aviation Administration (FAA) requires that federal contract provisions, as applicable, be included in and made part of this Agreement between the Riverside County, Economic Development Agency and the Consultant. This requirement is established within the County's grant assurances. The required federal provisions are included as Attachment 1 to this Agreement, and incorporated as if fully set out herein.

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Professional Service Agreement Sample

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE,
a political subdivision of the State of California

CONSULTANT:

By: _____
_____, Chairman
Board of Supervisors

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
_____,
Deputy County Counsel