



CHINO BASIN WATER CONSERVATION DISTRICT
4594 SAN BERNARDINO ST
MONTCLAIR, CA 91763

ADDENDUM NO. 1
RFQ NO.2026-03 - Engineering Services Bench
April 10, 2026

NOTE: This Addendum forms a part of the Request for Qualifications (RFQ) Documents and/or supersedes or amends the corresponding information included in the original RFQ documents. Respondent shall take this Addendum into consideration when preparing and submitting its Statements of Qualifications. Please acknowledge receipt of the Addendum by submitting Appendix H.

All other terms and conditions remain unchanged.

ADDENDUM NO. 1 CONTENTS

I. QUESTIONS AND ANSWERS

QUESTIONS AND ANSWERS:

1. For this RFQ, do qualifying firms need to pursue all 10 categories in Appendix A, or can we submit proposals for specific categories? If for specific categories, does each category need a specific Project Understanding and Approach?
 - a. **No, qualifying firms do not need to pursue all 10 categories listed in Appendix A. Respondents may submit for one or more categories based on their qualifications and areas of expertise in one (1) proposal, as stated in Section 7. General Terms and Conditions. You may also propose subconsultants to provide specialized services that your firm doesn't perform. For the Project Understanding and Approach (Section 14.2), respondents should describe their overall approach to the services they are proposing to provide. If a firm is submitting for multiple categories, the response may be combined into a single section, provided it clearly demonstrates the firm's understanding and approach for each selected category. Separate sections for each category are not required, but respondents should ensure their approach is clearly defined for the services included in their submittal.**

2. Are the submitting firms required to provide all ten (10) service categories listed in Appendix A – Preliminary Scope of Services, or can firms submit on individual services?
 - a. **No, submitting firms are not required to provide all ten (10) service categories listed in Appendix A. Firms may submit on individual services.**

3. In Section 7. General Terms and Conditions, the RFQ states that Firms may submit qualifications for one or more service categories and may propose subconsultants to provide specialized services where appropriate. Our question is, if the consultant is submitting qualifications for a specific category such as Civil Engineering, does the consultant need to include subconsultants on its team for Geotechnical Engineering and/or Survey and Right-of-Way Engineering, or may the consultant use a geotechnical engineering firm or survey firm selected by the District to provide these services, since these are identified categories in the list of bench services?
 - a. **Respondents are not required to include subconsultants for all service categories. Firms may submit qualifications for specific categories based on their areas of expertise. However, the District encourages respondents to propose subconsultants or team members to provide complementary services where appropriate, particularly when services are commonly coordinated (e.g., civil engineering, geotechnical engineering, and survey services). At the same time, the District may elect to utilize other bench firms for specialized services as needed. The District reserves the right to determine how services are assigned at the task order level, including whether to engage a single firm with subconsultants or multiple firms across different service categories.**

4. In Section 14.3 Qualifications of Respondent and Subconsultant Staff, in the second paragraph the RFQ specifies that this section shall include resumes of all staff identified. However, Section 14.5 Appendices states that full resumes of proposed key staff shall be included in this section. Please confirm that resumes are to be included in the Appendix and will not be included in the page count total?
 - a. **All resumes for proposed key staff shall be included in Section 14.5 – Appendices. As stated in that section, there is no page limit for the Appendices, and resumes included in this section will not count toward the 25-page limit for the Statement of Qualifications. Section 14.3 should include a summary of the qualifications and relevant experience of key staff; however, full resumes for subconsultants should be included in Section 14.5.**

5. In section 13. Requirements, the RFQ specifies that a list of agreements be submitted that the firm has had with public agencies during the past five years. It also specifies that a representative listing, with up-to-date contact information, of clients that have received similar services for Engineering Services Bench during the last three years be submitted. Can these two sets of listings be included as part of the Appendix?
 - a. **The representative listing of clients with up-to-date contact information, as described in Section 13, corresponds to Appendix F – References and shall be completed and submitted as part of the Appendices. The list of agreements with public agencies during the past five years may be included either within the main Statement of Qualifications or in the Appendices. Respondents may include this information in the Appendices for organizational purposes, provided it is clearly labeled and easy to reference.**

6. Section 3.2.11.3 “Professional Liability” of the Professional Services Agreement Sample requires all sub-consultants, regardless of what services they provide, to also carry a minimum of \$1,000,000 in Professional Liability insurance. If a sub-consultant is not a design

professional or consultant and instead provides contractor services like drilling services or backhoe operations which do not trigger the need to carry Professional Liability insurance would the District be open to waiving the requirement?

a. The Professional Services Agreement (PSA) provided with this RFQ is a sample template for reference purposes. Any requested modifications to the PSA terms and conditions will be reviewed and considered, as appropriate, during the contract negotiation phase with selected firm(s). As this RFQ is a qualifications-based selection process to establish a bench of firms, the District will not be making revisions to the PSA template at this time. Respondents may note any exceptions or requested changes, which may be reviewed with legal counsel prior to finalizing agreements with selected firms.

7. Section 3.2.11.3 “Professional Liability” of the Professional Services Agreement Sample requires the policy to include a contractual liability endorsement. However, there is a Contractual Liability Exclusion in all Professional Liability policies which specifically excludes from coverage any liability the insured assumes by way of a contract if the insured would not have that liability in the absence of the contract. Given the foregoing, please advise if the District can agree to remove the contractual liability requirement with respect to the Professional Liability policy.

a. The Professional Services Agreement (PSA) provided with this RFQ is a sample template for reference purposes. Any requested modifications to the PSA terms and conditions will be reviewed and considered, as appropriate, during the contract negotiation phase with selected firm(s). As this RFQ is a qualifications-based selection process to establish a bench of firms, the District will not be making revisions to the PSA template at this time. Respondents may note any exceptions or requested changes, which may be reviewed with legal counsel prior to finalizing agreements with selected firms.

8. Section 3.2.11.3 “Professional Liability” of the Professional Services Agreement Sample requires that defense costs be paid in addition to the limits, however all Professional Liability policies are “burning limits” or “wasting” policies – once the policy deductible is met, all defense costs are taken from the available insurance proceeds. No Consultant will be able to meet this requirement. Given the foregoing, please advise if the District can agree to delete in its entirety the last sentence of Section 3.2.11.3.

a. The Professional Services Agreement (PSA) provided with this RFQ is a sample template for reference purposes. Any requested modifications to the PSA terms and conditions will be reviewed and considered, as appropriate, during the contract negotiation phase with selected firm(s). As this RFQ is a qualifications-based selection process to establish a bench of firms, the District will not be making revisions to the PSA template at this time. Respondents may note any exceptions or requested changes, which may be reviewed with legal counsel prior to finalizing agreements with selected firms.

9. The first sentence of Section 3.2.11.5 “Separation of Insureds; No Special Limitations; Waiver of Subrogation” of the Professional Services Agreement Samples requires that all insurance required provide “standard separation of insureds provisions.” However, there is no separation of insureds coverage under Workers’ Compensation and Employer’s Liability or

Professional Liability policies. This is because these policies only cover the Named Insured Party (the Consultant) and don't provide any additional insured coverage which makes it impossible to provide separation of insureds coverage. Given the foregoing, please advise if the District is open to revising the first sentence of Section 3.2.11.3 so that the Workers' Compensation and Employer's Liability or Professional Liability policies are exempt from providing separation of insureds coverage.

a. The Professional Services Agreement (PSA) provided with this RFQ is a sample template for reference purposes. Any requested modifications to the PSA terms and conditions will be reviewed and considered, as appropriate, during the contract negotiation phase with selected firm(s). As this RFQ is a qualifications-based selection process to establish a bench of firms, the District will not be making revisions to the PSA template at this time. Respondents may note any exceptions or requested changes, which may be reviewed with legal counsel prior to finalizing agreements with selected firms.

10. Section 3.2.11.6 "Deductibles and Self-Insurance Retentions" of the Professional Services Agreement Sample requires all deductibles be declared to and approved by the District. Does the District require deductibles to be disclosed in a Consultant's submittal or only if a contract is awarded?

a. Requirements related to insurance, including deductibles and self-insured retentions, will be addressed during the contract negotiation phase with selected firm(s). Respondents are not required to submit insurance deductibles or self-insured retention information as part of their Statement of Qualifications. This information will be reviewed, as applicable, prior to execution of any Professional Services Agreement.

11. For the email submissions, for larger files will a drop box or link be an acceptable way of delivering the RFQ and Cost Estimates?

a. For electronic submittals, respondents shall submit one (1) PDF version of the Statement of Qualifications via email, as specified in the RFQ. If file size limitations prevent delivery by email, respondents may provide a secure download link (e.g., Dropbox or similar) in their email submission. Any such link must be accessible without restrictions, and all required documents, including Appendix B – Cost Proposal (submitted as a separate file), must be received by the submittal deadline.

12. Who are the current incumbents for the district's bench and how many consultants does the district intend to bring on?

a. The District does not currently maintain an established engineering services bench under an on-call model. This RFQ represents the District's effort to establish a bench of qualified firms for these services. The District does not have a predetermined number of firms to be selected. The number of firms included on the bench will be based on the qualifications received and the District's anticipated service needs across the various categories identified in the RFQ.

13. What is the District's anticipated budget range for services performed under the Engineering Services Bench Contract?

- a. **The District does not have a single established budget for services under the Engineering Services Bench. Services will be authorized on a task order basis, and budgets will vary depending on the scope, complexity, and funding availability of each individual project. Specific budgets will be developed and approved as part of each task order, consistent with the District’s budgeting process and available funding.**

14. What upcoming or planned projects does the District anticipate soliciting under the Engineering Services Bench Contract during the contract term?

- a. **The District anticipates utilizing the Engineering Services Bench to support a variety of projects and tasks as needs arise during the contract term. These may include capital improvement projects, facility improvements, regulatory compliance efforts, and general engineering and technical support services. At this time, the District does not have a defined list of specific projects to be assigned under the bench.**

15. Per the RFQ, proposed changes to the Sample Professional Services Agreement must be submitted prior to end of Questions period. Below are changes requested from our Legal Department, if allowed:

3.2.6 Consultant’s Representative.

Consultant hereby designates [name of representative], or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct performance of the Project Services, ~~using his/her best skill and attention~~ **exercising the Standard of Care**, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement **in accordance with the Standard of Care**.

3.2.8 Standard of Care; Performance of Employees.

Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California **_(the “Standard of Care”).** Consultant represents...

3.2.9 Period of Performance and Liquidated Damages.

Subject to the Standard of Care, Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). **Subject to the Standard of Care,** Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in future submitted proposals and **EXHIBIT “A”** attached hereto, or which may be separately agreed upon in writing by the District and Consultant (“Performance Milestones”). ~~Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage. Consultant acknowledges that the actual damages likely to result from breach~~

~~of the Performance Time and Performance Milestone provisions are difficult to ascertain on the date this Agreement is entered into and may be difficult for the District to prove in the event of a breach. Therefore, the parties intend and agree that the payment of Liquidated Damages in the amount of Five Hundred Dollars (\$500) for each day of delay will reasonably compensate the District for the District's actual damages sustained, and not as a penalty, due to any breach by Consultant of its Performance Time and Performance Milestone obligations under this Agreement, and Consultant agrees to pay this amount to the District for each breach of the Performance Time and Performance Milestone provisions.~~

3.2.10 Laws and Regulations; Employee/Labor Certifications.

Consultant shall **exercise the Standard of Care to** keep itself fully informed...

by law. Consultant shall be liable for all violations of such laws and regulations. Consultant shall ~~defend, indemnify and hold~~ District, its officials, directors, officers, **and** employees, ~~and agents free and harmless,~~ from any claim or liability arising out of any ~~failure or alleged negligent~~ failure to comply with such laws, rules or regulations.

3.2.11.3 Professional Liability.

~~...Defense costs shall be paid in addition to the limits:~~

Explanation: Defense costs are not insurable under Professional Liability.

3.2.11.4 Insurance Endorsements

A. General Liability.

~~...insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).~~

Explanation: Michael Baker cannot offer unlimited access to its insurance policies.

B. Automobile Liability.

~~...and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).~~

3.2.11.9 Verification of Coverage.

~~...work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.~~

Explanation: Michael Baker does not provide insurance policies to outside firms due to security and confidentiality concerns. We will provide the widely accepted Standard Acord insurance certificate with proper endorsements provided by our carriers.

3.4.1 Grounds for Termination.

Except as otherwise provided for herein, District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof,

at least seven (7) days before the effective date of such termination. In the event that Consultant materially defaults on any of its obligations under this Agreement, District shall provide written notice of such default and Consultant shall have no less than ten (10) business days from receipt of notice to cure such default. Should Consultant fail to cure within the time period, District may terminate this Agreement for cause upon written notice to Consultant. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District in accordance with the Standard of Care, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination.

If this Agreement is terminated as provided herein, and following Consultant's receipt of final payment, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request, provided, however, that Consultant has received final payment under this Agreement. District's use or reliance upon any incomplete, unfinished, or unverified Documents and Data, or any other information provided by or prepared by Consultant, shall be at District's sole risk and without liability or exposure to Consultant.

3.5.1 Documents & Data; Licensing of Intellectual Property.

...the documents. The Notwithstanding anything to the contrary in this Agreement, Consultant retains all right, title and interest in and to any of Consultant's pre-existing and/or background Intellectual Property and/or any information that was in Consultant's possession prior to the execution of this Agreement.

3.5.3 Right to Use.

District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk, and District shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting therefrom. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, and District shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting therefrom.

3.5.4 Indemnification.

Consultant shall ~~defend, indemnify and hold~~ the District, its directors, officials, officers, employees, ~~and~~ volunteers ~~and agents free and harmless~~, pursuant to the indemnification provisions of this Agreement, for any ~~alleged~~ infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District the Documents & Data, including any method, process, product, or concept specified or depicted. **Consultant will not be obligated to indemnify for infringement or be liable for infringement to the extent the infringement results from: Consultant's compliance with designs, specifications or instructions provided by the District or its agents; the use or modification of any deliverable not requested or authorized in writing by Consultant; any third-party deliverable provided under this Agreement; or the non-licensed use of any deliverable.**

3.6.2.1 Scope of Indemnity.

To the fullest extent permitted by law, Consultant shall ~~defend, indemnify and hold~~ the District, its directors, officials, officers, employees, ~~and~~ volunteers ~~and agents free and harmless from any and all~~ **third party** claims, demands, causes of action, **direct** costs, expenses, liability, **direct** loss, **direct** damage or injury ~~of any kind~~, in law or equity, to property or persons, including wrongful death, ~~in any manner to the extent~~ arising **directly** out of, ~~pertaining to, or incident to any alleged negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential and incidental~~ **direct** damages, expert witness fees and **reasonable** attorney's fees and other ~~related~~ **direct** costs and expenses.

Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims to the extent that arise directly out of, pertain

negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations.

Consultant shall ~~defend, with Counsel of District's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents.~~ Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, ~~and~~ volunteers ~~and agents~~ as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, ~~agents~~ or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's **reasonable** attorney's fees and **direct** costs, ~~including expert witness fees.~~ Consultant shall reimburse District and its directors, officials, officers,

employees, agents, and/or volunteers, for ~~any and all~~ **direct, reasonable** legal expenses and costs incurred by each of them in connection therewith...

~~3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.~~ **RESERVED**

3.6.15 Attorney's Fees.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, ~~the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action~~ **each Party shall be responsible for its own attorneys' fees and costs.**

a. The District will not be making revisions to the PSA as part of this RFQ process. The requested modifications and comments provided will be considered, as appropriate, during the contract negotiation phase with selected firm(s) and will be subject to review by the District's legal counsel. Respondents may note any exceptions or requested changes; however, such requests will not be evaluated as part of the qualifications review process.

16. Appendix H – is a separate form required for each subcontractor?

a. Appendix H may be submitted as a single form identifying all proposed subcontractors. A separate form is not required for each subcontractor, provided all required information for each subcontractor is clearly included.

17. The RFQ states the cover letter is excluded from the page count. Are the front/back covers, section dividers, and table of contents also excluded?

a. The cover letter is excluded from the page count, as stated in the RFQ, in addition, front and back covers, section dividers, and a table of contents are not included in the 25-page limit.

18. Can resumes and project information be put in separate appendices?

a. Resumes for proposed key staff shall be included in Section 14.5 – Appendices and will not count toward the page limit.

19. What types of projects do we anticipate?

a. The District anticipates utilizing the Engineering Services Bench to support a variety of projects and tasks as needs arise during the contract term. These may include capital improvement projects, facility improvements, regulatory compliance efforts, and general engineering and technical support services. At this time, the District does not have a defined list of specific projects to be assigned under the bench.

***** END OF ADDENDUM NO. 1 *****