

COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-39

For the meeting of: June 27, 2017

Date: June 14, 2017

To: Board of Supervisors

From:  Thomas K. Mattson, Director of Public Works

Subject: Request for Qualifications No. DPW2017-007 Regarding On-Call Professional Design Engineering Services

RECOMMENDATION(S):


That the Board of Supervisors authorize the Director of Public Works to advertise and distribute the attached Request for Qualifications regarding on-call professional design engineering services for various state and federal funded roadway projects.




SOURCE OF FUNDING:

Road Fund-Federal Highway Administration ("FHWA") Highway Bridge Program, FHWA Storm Damage Funds and FEMA Storm Damage Funds

DISCUSSION:

For the next two (2) years, the Department of Public Works ("Department") will be designing and constructing several bridge and roadway repair projects. Due to limited staffing, certain professional services needed to complete such projects must be contracted out in order to comply with applicable state and federal laws and regulations. The Department has prepared the attached Request for Qualifications ("RFQ") which solicits professional design engineering services to meet the Department's design and construction needs. The attached RFQ meets federal requirements and complies with the latest guidelines from the California Department of

Prepared by Jeffrey A. Ball CAO Approval 

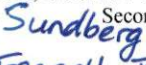



REVIEW: Auditor  County Counsel  Personnel _____ Risk Manager  Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

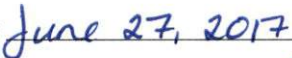
PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor  Seconded by Supervisor 
Ayes 
Nays _____
Abstain _____
Absent 

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 
By: 
Kathy Hayes, Clerk of the Board

Transportation's Local Assistance Procedures Manual. A preliminary scope of services, required qualifications and evaluation criteria, have been developed so the Department may select and rank consultants to provide needed professional land surveying services on an on-call basis.

Once the review, evaluation, selection and contract negotiation processes set forth in the attached RFQ have been successfully completed, the Department will return to the Board of Supervisors seeking to award consultant services agreements to each selected consultant. Such consultant services agreements will have a term of two (2) years with optional extensions that will not exceed five (5) years. The maximum total amount payable by the County pursuant to the terms and conditions of each individual consultant services agreement shall not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

The selected consultants will be asked to provide specified, professional design engineering services for specific roadway design and construction projects pursuant to task orders issued under the final consultant services agreements. Prior to issuing task orders, the County will discuss the scope of services required for the specific roadway construction project with the selected consultant. The selected consultants will be responsible for preparing a detailed scope of services, project schedule and project budget for each task order that will be issued thereto. Once a task order has been issued by the Director of Public Works, the selected consultant will be required to perform the agreed upon professional land surveying services within the parameters set forth therein. Task Orders will be issued to the selected consultants on a rotating schedule based on availability and other considerations. The maximum amount payable by the County pursuant to the terms and conditions of each individual task order shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00).

Accordingly, the Department recommends that the Board of Supervisors approve and authorize the Director of Public Works to issue the attached RFQ regarding on-call professional design engineering services.

FINANCIAL IMPACT:

Bridge projects are one hundred percent (100%) funded by the FHWA Highway Bridge Program and the Toll Credit Fund. The storm damage and earthquake damage projects are eighty-eight point fifty-three percent (88.53%) funded by FHWA and the remaining eleven point forty-seven percent (11.47%) funded by the County Roads Division. There is no financial commitment until the Board approves consultant services agreements with the selected consulting firms and task orders are issued for specific roadway design and construction projects.

The recommended action conforms to the Board of Supervisors' Core Role of providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT:

California Department of Transportation, Federal Highway Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS:

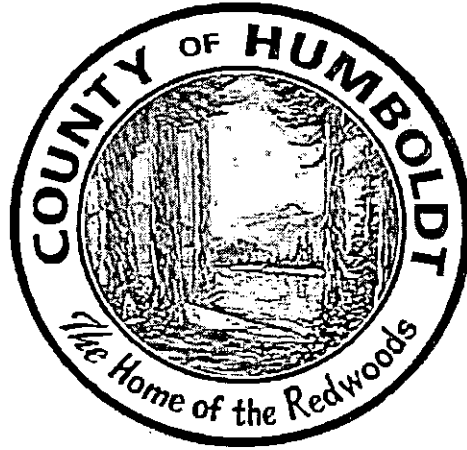
The Board may choose not to approve the attached RFQ regarding on-call professional design engineering services. However, this option is not recommended since the Department has limited qualified personnel to provide such services for all of the up-coming bridge and roadway repair projects.

ATTACHMENTS:

1. Request for Qualifications No. DPW2017-007 Regarding On-Call Professional Design Engineering Services

ATTACHMENT 1

Request for Qualifications No. DPW2017-007 Regarding On-Call Professional
Design Engineering Services



**REQUEST FOR QUALIFICATIONS
(RFQ No. DPW2017-007)**

For the Provision of On-Call Professional Design Engineering Services

Date Released: June 27, 2017

Statements of Qualification Due: July 26, 2017 (prior 4:00 p.m. PST)

**County of Humboldt Department of Public Works
1106 Second Street
Eureka, CA 95501**

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-007
ON-CALL PROFESSIONAL DESIGN ENGINEERING SERVICES**

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**REQUEST FOR QUALIFICATIONS – NO. DPW2017-007
ON-CALL PROFESSIONAL DESIGN ENGINEERING SERVICES**

1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Qualifications.
- B. **Caltrans.** As used herein, the term “Caltrans” refers to the California Department of Transportation.
- C. **Caltrans Audits and Investigations.** As used herein, the term “Caltrans Audits and Investigations” refers to the California Department of Transportation’s Division of Audits and Investigations.
- D. **Consultant.** As used herein, the term “Consultant” refers to any individual, agency, firm or company submitting a Statement of Qualifications in response to this Request for Qualifications.
- E. **Consultant Services Agreements.** As used herein the term “Consultant Services Agreement” refers to the non-specific, master agreements between the County and the Successful Consultants regarding the provision of certain on-call professional design engineering services to be provided by the Consultant.
- F. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the state of California, acting through its Public Works Department – Engineering Division.
- G. **Statement of Qualifications.** As used herein, the term “Statement of Qualifications” refers to the document submitted by a Consultant in response to this Request for Qualifications.
- H. **Successful Consultants.** As used herein, the term “Successful Consultants” refers to the individuals, agencies, firms or companies that the County chooses to enter into final Consultant Services Agreements with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Qualifications have been successfully completed.
- I. **Task Order.** As used herein, the term “Task Order” refers to mutually agreed upon terms and conditions that define the scope, schedule and cost of the design engineering services required for each specific roadway construction project.

1.2 Abbreviations:

- A. **DBE.** As used herein, the abbreviation “DBE” refers to a Disadvantaged Business Enterprise as that term is defined in the Local Assistance Procedures Manual issued by the California Department of Transportation.
- B. **CEQA.** As used herein, the abbreviation “CEQA” refers to the California Environmental Quality Act.

- C. **C.F.R.** As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations.
- D. **CUF.** As used herein, the abbreviation “CUF” refers to a Commercially Useful Function as that term is defined in the Local Assistance Procedures Manual issued by the California Department of Transportation.
- E. **DOT.** As used herein, the abbreviation “DOT” refers to the United States Department of Transportation.
- F. **LAPM.** As used herein, the abbreviation “LAPM” refers to the Local Assistance Procedures Manual issued by the California Department of Transportation.
- G. **NEPA.** As used herein, the abbreviation “NEPA” refers to the National Environmental Policy Act.
- H. **PST.** As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- I. **RFQ.** As used herein, the abbreviation “RFQ” refers to this Request for Qualifications seeking consulting firms to provide on-call professional design engineering services for state and federal funded roadway construction projects.
- J. **SOQ.** As used herein, the abbreviation “SOQ” refers to a Statement of Qualifications submitted by a Consultant in response to this Request for Qualifications.

2.0 **INTRODUCTION:**

2.1 **Overview:**

The County of Humboldt (“County”), by and through its Public Works Department – Engineering Division, is issuing this request for Qualifications (“RFQ”) to retain experienced and qualified consulting firms and individuals to provide on-call professional design engineering and/or environmental services for various state and federal funded roadway construction projects. Such services shall include, without limitation, preparing project planning studies, engineering studies, engineering designs, environmental studies, assessments, reports and other applicable documentation, and other miscellaneous professional design engineering services.

The Successful Consultants must have the ability to provide trained and experienced staff, and subconsultants, if necessary, to perform professional design engineering and/or environmental services equivalent to those set forth in this RFQ. Responses to this Request for Qualifications (“RFQ”) will be in the form of a Statement of Qualifications (“SOQ”).

2.2 **Project Description:**

Every year, the County undertakes several state and federally funded roadway construction projects. Due to limited staffing, certain services needed to complete such roadway construction projects are contracted out to private consulting firms. In order to comply with state and federal laws and regulations and minimize response time, Consultant Services Agreements will be negotiated proactively to ensure that qualified consulting firms will be available to provide professional design engineering and/or environmental services as such needs arise.

At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFQ have been successfully completed, Consultant Services Agreements pertaining to the provision of on-call professional design engineering and/or environmental services will be awarded to each Successful Consultant. Consultant Services Agreements will have a term of two (2) years unless, prior to its expiration, such term is extended through written amendment. However, under no circumstances shall the maximum term of a Consultant Services Agreement exceed five (5) years.

The Successful Consultants will be asked to provide specified professional design engineering and/or environmental services for specific roadway construction projects pursuant to Task Orders issued under the final Consultant Services Agreements. Prior to issuing Task Orders, the County will discuss the scope of services required for the specific roadway construction project with the Successful Consultants. Each Successful Consultant will be responsible for preparing a detailed scope of services, project schedule and project budget for each Task Order that will be issued thereto. Once a Task Order is issued, the Successful Consultant shall perform the required professional design engineering and/or environmental services within the parameters set forth therein.

The maximum total amount payable by the County pursuant to the terms and conditions of each individual Consultant Services Agreement shall not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). The maximum amount payable by the County pursuant to the terms and conditions of each individual Task Order shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Compensation paid for professional design engineering and/or environmental services provided by a Successful Consultant pursuant to the terms and conditions of each individual Task Order will be based on the wage rates established in the Consultant Services Agreements. The timing of individual Task Orders will largely depend on the requirements of each specific roadway construction project and approval of state and/or federal funding.

This RFQ is not for specific projects, but for specific services. The County does not guarantee that a specific number of Task Orders, if any, will be issued to any of the Successful Consultants. Task Orders will be issued to the Successful Consultants on a rotating schedule based on availability and other considerations.

3.0 PRELIMINARY SCOPE OF SERVICES:

This section only presents a preliminary scope of services to generally communicate the County's expectations for the provision of professional design engineering and/or environmental services by the Successful Consultants. A final scope of services will be developed by the County and the Successful Consultants prior to the issuance of each individual Task Order. All Consultants shall be strictly held to the requirements set forth in this RFQ. Such requirements will be incorporated into the final Consultant Services Agreements between the County and the Successful Consultants.

3.1 Outline of Anticipated Services:

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare the SOQs that are submitted in response to this RFQ. The precise scope of services that will be incorporated into a Task Order for a specific roadway construction project shall be the subject of negotiations between the County and the Successful Consultants.

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- A. **Design Engineering Services.** The types of professional design engineering services that the Successful Consultants may be required to provide pursuant to the terms and conditions of project specific Task Orders include, without limitation, all of the following:
1. Conducting project planning studies, engineering studies and/or preparing engineering designs for a variety of infrastructure improvements including, without limitation, roadway reconstruction, intersection modifications, roadway improvements, such as curbs, gutters, sidewalks, retaining walls, etc., drainage improvements, roadway striping layout, revegetation, stream environment zone restoration, roadway safety structures, bridges, traffic signals, traffic studies, erosion control facilities, bikeway improvements, multi-use trail design (Class I and Class II) and/or design of other public works facilities generally associated with the existing County road system.
 2. Preparing construction plans, specifications and project design reports in English units, including, without limitation, drainage calculations and reports, grading plans, construction staking, structural design calculations and cost estimates in accordance with current standards developed by American Association of State highway and Transportation Officials and California Department of Transportation (“Caltrans”).
 3. Assessing and redesigning stream environment zones, including, without limitation, determination of properly functioning conditions, Hydrologic Engineering Center River Analysis System modeling, floodplain reconstruction, assessment of stream channel erosion, engineered wetlands and stream environment zone restoration.
 4. Providing the County with project phase programming information, including, without limitation, information pertaining to the project inception, design, environmental, right-of-way and construction phases, as required by Caltrans Local Assistance and the Federal Highway Administration.
 5. Coordinating survey tasks, including, without limitation, scheduling ground and aerial topographic, boundary and construction stakeout surveys, document preparation and title reviews and providing record as-built drawings of the completed work.
 6. Preparing transportation planning studies that identify current and future development needs of the County, including, without limitation, traffic analysis, traffic counts, traffic safety analysis, parking analysis, and socio-economic impacts.
 7. Redesigning existing traffic signals and signal phases and assessing other intersection alternatives such as roundabouts.
 8. Preparing construction project Disadvantaged Business Enterprise goal calculations and certification verifications for both the federal and state programs.
 9. Consulting with Caltrans Local Assistance staff regarding project compliance with applicable Caltrans Local Assistance Program requirements as directed by the County.
 10. Scheduling and facilitating meetings with stakeholders, including, without limitation, providing a central point of contact for open, transparent, and efficient communication, identifying appropriate meeting venues, developing meeting agendas, providing audio-visual equipment, ensuring that meetings stay on schedule and on topic and preparing written meeting minutes.

11. Contacting landowners regarding construction activities and scheduling and/or contractual issues.
 12. Ensuring that all applicable construction plans, specifications and project designs comply with the Americans with Disabilities Act Accessibility Design Guidelines and Standards.
- B. Environmental Services.** The types of environmental services that the Successful Consultants may be required to provide pursuant to the terms and conditions of project specific Task Orders include, without limitation, all of the following:
1. Providing necessary environmental studies and documents in accordance with the National Environmental Policy Act (“NEPA”) and the California Environmental Quality Act (“CEQA”) in order to secure approval from Caltrans for completion of the preliminary engineering services set forth herein including, but not limited to, the following:
 - a. Preparation of a Preliminary Environment Study that is designed to provide an understanding of the full scope of the project and foster the type of early coordination needed to determine required technical studies and permits, level of analysis and NEPA Class of Action.
 - b. Preparation of a Natural Environment Study which includes an environmental assessment of the entire project area, including, without limitation, identification and quantification of potential impacts to wetlands, sensitive habitat and endangered and threatened plant and animal species within the project area.
 - c. Preparation of a Local Hydraulic Study Form which includes any and all hydrologic and hydraulic data pertaining to the project area.
 - d. Preparation of a Summary Floodplain Encroachment Report, which includes a discussion of any and all potential impacts to floodplains within the project area.
 - e. Preparation of a Biological Assessment which addresses any and all potential impacts to federally listed animals and critical habitat within the project area.
 - f. Preparation of a Botanical and/or Wetland Delineation Report which addresses any and all potential impacts to federal and/or state recognized sensitive plants and wetlands within the project area.
 - g. Preparation of an Initial Site Assessment for Hazardous Materials which addresses any and all potential hazardous waste contamination that may occur within the project area.
 - h. Preparation of a Visual Impact Assessment which addresses any and all potential visual impacts that may occur within the project area.
 - i. Preparation of a Cultural Resources Study which addresses any and all potential impacts to historic and prehistoric cultural resources within the project area in accordance with the requirements of the National Historic Preservation Act. The Cultural Resources Study may consist of the following components:

- i. A Historic Property Survey Report which identifies any and all potential impacts to historic landmarks within the project area.
 - ii. An Archaeological Survey Report prepared by a qualified archaeologist which identifies any and all potential impacts to historic and prehistoric landmarks within the project area.
 2. Ensuring that all aspects of the project comply with applicable environmental standards in accordance with Caltrans Local Assistance Program requirements, including, without limitation consulting and communicating with Caltrans local Assistance staff as directed by the County.
 3. Ensuring that all aspects of the project comply with the applicable requirements of NEPA and CEQA, including, without limitation, preparing and submitting the environmental studies and documentation set forth herein.
 4. Consulting with the United States Army Corps of Engineers, the United States Fish and Wildlife Service, the National Marine Fisheries Service, the California Department of Fish and Wildlife, the North Coast Regional Water Quality Control Board, the California Coastal Commission and any other agencies with jurisdiction in the project area, and obtaining all required permits and approvals.
 5. Establishing direct contact with governmental regulatory and resource agencies for the purpose of obtaining information, expertise and technical assistance in developing baseline data and resource inventories related to the project.
 6. Maintaining records of all contacts with governmental regulatory and resource agencies and transmitting copies of such records to the County on a regular basis.
 7. Providing the County with the opportunity to review and revise all environmental documentation prepared and submitted pursuant to the terms and conditions of project specific Task Orders prior to final submission thereof.
- C. **Construction Management Services.** The types of construction management services that Successful Consultants may be required to provide pursuant to the terms and conditions of a project specific Task Order, include, without limitation, all of the following:
1. Responding to potential contractors regarding questions that arise during the construction bid process and preparing addendums to bid-related documents.
 2. Reviewing construction schedules to ensure that reasonable time has been allowed for the required work.
 3. Reviewing construction-related documents submitted by the construction contractor once construction has begun and providing record drawings at project completion.
 4. Providing on-site inspection for compliance with plans and regulatory agency conditions and documentation of all contractor's activities.
 5. Resolving construction-related problems, conflicts or discrepancies, including, without limitation, recommending remedial actions, after receiving approval from the County.

3.2 Project Development:

The County anticipates that the Successful Consultants will maintain timely and regular communication with the County throughout the terms of their final Consultant Services Agreements in order to plan and organize information, including, but not limited to, participating in planning sessions and regular meetings.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

A. Required Qualifications. In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, Consultants must possess, at a minimum, all of the following qualifications:

1. At least six (6) years of experience in providing professional design engineering services equivalent to those set forth in this RFQ, preferably to public agencies.
2. Familiarity with local, state and federal regulations, codes, standards and best practices applicable to the types of design engineering services and environmental services set forth in this RFQ.
3. Familiarity with the local coordinate, global positioning and geographic information systems.
4. Knowledge of the requirements regarding provision of services for state and federally funded projects, including, without limitation, Caltrans' Local Assistance Procedures.
5. Knowledge of current design engineering practices and techniques, including, but not limited to, the ability to prepare and review construction plans and specifications.
6. Knowledge of the standard methods, techniques and practices used in the design and construction of a variety of public works projects.
7. Knowledge of the standard methods, techniques and practices used in the preparation of environmental documentation.
8. Knowledge of the Caltrans design procedures, standard plans and standard specifications.
9. Familiarity with the process of designing erosion control and storm water treatment projects, including, without limitation, preparation of plans, specifications, contract documents and construction cost estimates, obtaining regulatory agency approvals and coordinating utility relocations in a cost effective and timely manner.
10. Ability to work long hours as necessitated by site work.
11. Good verbal and written communication skills.

B. Required Personnel. In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, Consultants must have personnel that are capable,

competent and experienced in performing the types of professional design engineering and/or environmental services set forth herein with minimal instruction. The types of personnel that Consultants must have available include, without limitation, all of the following:

1. Project Managers that shall be responsible for coordinating the provision of design engineering and environmental services pursuant to the terms and conditions of project specific Task Orders. Project Managers shall be registered civil engineers, licensed in the State of California, and have public design engineering experience.
2. Professional Engineers that shall be responsible for performing professional design engineering services pursuant to the terms and conditions of project specific Task Orders. Professional Engineers shall be registered civil engineers, licensed in the State of California, and have public design engineering experience.
3. Engineering Staff that shall be responsible for providing, coordinating and scheduling design engineering services pursuant to the terms and conditions of project specific Task Orders. Engineering Staff shall be supervised by a registered civil engineer, licensed in the State of California, and have public design engineering experience.
4. Environmental Staff, or subconsultant(s), that shall be responsible for providing, coordinating and scheduling environmental services pursuant to the terms and conditions of project specific Task Orders. Environmental Staff, shall comply with any and all applicable licensure, certification and accreditation requirements.

4.2 Licensure, Certification and Accreditation Requirements:

In order to be considered for an award of a Consultant Services Agreement pursuant to this RFQ process, Consultants must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFQ process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time (“PST”). The County hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of SOQs.

EVENT	DATE
RFQ issued by County:	June 27, 2017
Deadline for Submission of Questions:	July 14, 2017
Deadline for Responses to Questions:	July 19, 2017
Deadline for SOQs to be Received:	July 26, 2017, 4:00 p.m. PST
Consultant Interviews (if necessary):	August 9-11, 2017
Completion of Review and Evaluation Process:	August 16, 2017
Finalization of Consultant Services Agreements:	September 8, 2017
Recommendation of Award to Board of Supervisors:	September 26, 2017
Start Date of Consultant Services Agreements:	September 27, 2017

6.0 GENERAL INFORMATION REGARDING STATEMENTS OF QUALIFICATIONS:

6.1 Submission of Statements of Qualifications:

Consultants shall prepare and submit one (1) original SOQ and one (1) electronic copy thereof, in PDF format on a CD, DVD or thumb drive by **4:00 p.m. PST, on July 26, 2017**. SOQs shall be signed by an authorized agent of the Consultant, and must be placed in a sealed envelope clearly marked "RFQ No. DPW2017-007" along with the name and address of the Consultant and the closing date and time for submission of SOQs. SOQs that are unsigned, or signed by an individual not authorized to bind the prospective consultant, will be considered nonresponsive and rejected. SOQs shall be personally delivered or mailed to:

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Deputy Director
1106 Second Street
Eureka, California 95501

SOQs submitted to any other County office will be rejected and returned to the Consultant unopened. Time is of the essence, and any SOQs received after the above-referenced date and time for submittal, whether by mail or otherwise, will be rejected and returned to the Consultant unopened. It is the sole responsibility of the Consultant to ensure that its SOQ is received before the submittal deadline, and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFQ precludes the County from extending the deadline for submission of SOQs or from requesting additional information at any time during the evaluation process.

6.2 Withdrawal of Submitted Statements of Qualifications:

A Consultant may withdraw its SOQ at any time prior to the above-referenced submittal deadline by submitting a written notification of withdrawal signed by the consultant or an authorized representative thereof. Consultants must retrieve the entire sealed SOQ package in person. SOQs will become the County's property after the submission deadline has passed.

6.3 Modification of Submitted Statements of Qualifications:

Any Consultant who wishes to make modifications to a submitted SOQ must withdraw its initial SOQ as required by this RFQ. It is the responsibility of the Consultant to ensure that a modified SOQ is resubmitted before the designated deadline for submission of SOQs in accordance with the terms of this RFQ. SOQs may not be changed or modified after the submission deadline.

6.4 Consultant Investigations:

Before submitting a SOQ, each Consultant shall make all investigations and examinations necessary to ascertain its ability to perform professional design engineering services equivalent to those set forth in this RFQ in accordance with the requirements and standards described herein. In addition, each Consultant shall verify any representations made by the County that the Consultant will rely upon. Failure to make such investigations and examinations will not relieve the Consultant from its obligation to comply with all provisions and requirements set forth in this RFQ. In addition, a Consultant's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Consultant.

6.5 Expenses Incurred in Preparing Statements of Qualifications:

The County accepts no responsibility for, and shall not pay any costs resulting from, or associated with, a Consultant's participation in this RFQ process, including, without limitation, the preparation and presentation of a SOQ.

6.6 Right of County to Reject Statements of Qualifications:

The County reserves the unqualified right to reject any and all SOQs or to waive, at its sole discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a SOQ.

6.7 Public Records and Trade Secrets:

All SOQs and materials submitted in response to this RFQ shall become the County's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq.

This RFQ, and all SOQs submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of the SOQ that is deemed to be a trade secret by the Consultant shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the Consultant agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a SOQ in response to this RFQ, the Consultant agrees that the County's failure to contact the Consultant prior to the release of any proprietary information contained therein will not be a basis for liability by the County, or any employee thereof.

6.8 Conflict of Interest:

By submitting a SOQ in response to this RFQ, Consultant warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to assist in the preparation or submission of such SOQ.

7.0 REQUIRED FORMAT OF STATEMENTS OF QUALIFICATIONS:

7.1 General Instructions and Information:

A. **Content Requirements.** In order for SOQs to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, all of the following conditions must be satisfied:

1. SOQs must be submitted in accordance with the standards and specifications set forth in this RFQ and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
2. SOQs must be complete and specific unto themselves. For example, "See Enclosed Brochure" will not be considered an acceptable response.

3. SOQs must contain information which enables the County to evaluate the Consultant's ability to provide the types of professional design engineering services set forth in this RFQ.
4. All information, statements, letters and other documentation and attachments required by this RFQ must be included with the SOQ.
5. Receipt of all Addenda to this RFQ, if any, must be acknowledged on the bottom of the RFQ Signature Affidavit sheet attached to this SOQ.

B. Presentation Requirements. In order for SOQs to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, all of the following conditions must be satisfied:

1. SOQs must be bound or contained in loose leaf binders. However, costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.
2. SOQs must be uniformly typed in twelve (12) point font on standard letter size (8.5" x 11") white paper, single or double sided, with:
 - a. Each section and subsection clearly titled;
 - b. Each page consecutively numbered, including all attachments;
 - c. Each page having one inch (1") margins; and
 - d. Each page being clean and suitable for copying.
3. SOQs must not be any more than Seventy-Five (75) pages in length. SOQs exceeding such maximum page length may be rejected by the County.

C. Formatting Requirements. In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, SOQs shall follow the format outlined herein. Failure to follow this format may result in the rejection of the SOQ. Each SOQ shall consist of the following sections:

- 1.0 Introductory Letter
- 2.0 Signature Affidavit
- 3.0 Table of Contents
- 4.0 Business Profile
- 5.0 Documentation
- 6.0 References
- 7.0 Evidence of Insurability and Business Licenses
- 8.0 Exceptions, Objections and Requested Changes
- 9.0 Required Attachments

7.2 Introductory Letter:

The introductory letter shall, in one page or less, summarize the Consultant's qualifications and experience regarding the provision of professional design engineering and/or environmental services equivalent to those set forth in this RFQ. The introductory letter must provide the

Consultant's current contact information, list any subconsultants that may be used to provide professional design engineering services equivalent to those set forth in this RFQ, and identify the offices where such services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Consultant.

7.3 Signature Affidavit:

Each SOQ must contain a signed and completed Signature Affidavit which is attached to this RFQ as Attachment A. The Signature Affidavit must be signed by an authorized representative of the Consultant. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 Table of Contents:

SOQs shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 9.0 listed above and any subsections thereof with sequential page numbers.

7.5 Business Profile:

SOQs shall include a clear and concise narrative which identifies the Consultant's ability to provide the types of professional design engineering services set forth in this RFQ.

A. **Company Overview.** The business profile must include an overview of the business structure and operation of the Consultant's firm. The company overview should include, at a minimum, all of the following items:

1. The Consultant's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship and the Consultant's current staffing levels.
2. A detailed description of the Consultant's current and previous business activities, including, without limitation:
 - a. The history of the Consultant's firm, including the date when the firm was founded and how innovation and high quality performance is fostered thereby.
 - b. The number of years the Consultant has been operating under the present business name and any prior business names under which the Consultant has provided professional design engineering and/or environmental services equivalent to those set forth in this RFQ.
 - c. The number of years the Consultant has been providing professional design engineering and/or environmental services equivalent to those set forth in this RFQ.
 - d. The total number of government agencies for which the Consultant has provided professional design engineering and/or environmental services equivalent to those set forth in this RFQ.

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3. A detailed description of any litigation regarding the provision of professional design engineering and/or environmental services equivalent to those set forth in this RFQ that has been brought by or against the Consultant, including the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Consultant has in any other firms or organizations, or whether the Consultant's firm is owned or controlled by any other firm or organization. If the Consultant does not hold a controlling or financial interest in any other firms or organizations, that must be stated.
- B. Overview of Qualifications and Experience.** The business profile must include an overview of the Consultant's qualifications and experience regarding the provision of professional design engineering and environmental services equivalent to those set forth in this RFQ. The overview of the Consultant's qualifications and experience should include, at a minimum, all of the following items:
1. A detailed description of the Consultant's knowledge of the requirements pertaining to the provision of services for state and federally funded projects, including, without limitation, Caltrans' Local Assistance Procedures.
 2. A detailed summary of the Consultant's overall experience in providing professional design engineering and/or environmental services equivalent to those set forth in this RFQ for public agencies.
 3. The number of staff and subconsultants that are currently providing professional design engineering and/or environmental services equivalent to those set forth in this RFQ.
 4. A detailed summary of the qualifications and experience of staff members and subconsultants that are currently providing professional design engineering and/or environmental services equivalent to those set forth in this RFQ, including, without limitation, job titles, responsibilities, special training, licenses and certifications.
- C. Project Understanding and Quality Control.** The business profile must include an overview of the Consultant's policies and procedures regarding quality control. The quality control overview should include, without limitation, all of the following:
1. A detailed description of the Consultant's understanding of the requirements, challenges and potential hurdles applicable to the provision of professional design engineering and/or environmental services equivalent to those set forth in this RFQ.
 2. Identification of the Consultant's management team and other key personnel, including, without limitation, an organizational chart and resumes of each staff member that may provide professional design engineering and/or environmental services equivalent to

those set forth in this RFQ pursuant to the terms and conditions of project specific Task Orders.

3. A detailed description of the management strategies that will be utilized by the Consultant in order to achieve the goals and objectives of specific roadway construction projects.
4. A detailed description of the Consultant's abilities to implement innovative management techniques and identify opportunities for the use of such techniques.
5. A detailed description of the Consultant's management expertise and approach, and how such expertise and approach will assure staff continuity and timely performance of professional design engineering and/or environmental services equivalent to those set forth in this RFQ pursuant to the terms and conditions of project specific Task Orders.
6. A detailed description of the expected communication channels between the Consultant's staff and the County to ensure that professional design engineering and/or environmental services equivalent to those set forth in this RFQ will be performed to the County's satisfaction, including, without limitation, how potential problems will be solved.

7.6 Documentation:

SOQs shall include a detailed description of any and all reports, drawings, studies, invoices and any other pertinent documents, including, without limitation, Exhibit 10-01 – Consultant Proposal DBE Commitment of Caltrans' Local Assistance Procedures Manual ("LAPM"), that may be prepared and/or used to provide the professional design engineering and/or environmental services pursuant to the terms and conditions of project specific Task Orders. Samples of each document described in the documentation section of the SOQ shall be attached thereto.

7.7 References:

- A. **Reference Data Sheet.** SOQs shall include a Reference Data Sheet, which is attached hereto as Attachment B, containing present and past performance information from a minimum of three (3) former clients, preferably government agencies, to whom the Consultant has provided professional design engineering and/or environmental services equivalent to those set forth in this RFQ within the past five (5) years.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the types of professional design engineering and/or environmental services set forth in this RFQ. Each reference must include, at a minimum, all of the following:
 1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 2. The dates of project commencement and completion for each referenced client.
 3. A detailed description of the professional design engineering and/or environmental services performed for each referenced client, including, without limitation, the time period in which such services were delivered.

4. A detailed description of how the provision of the professional design engineering and/or environmental services rendered by the Consultant led to accomplishment of each referenced client's project objectives.
5. A detailed description of the contract amount and outcome of each referenced client's project.
6. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Consultant's knowledge.

7.8 Evidence of Insurability and Business Licenses:

All Consultants shall submit evidence of eligibility for all insurances required by the sample Consultant Services Agreement that is attached hereto as Attachment D. Upon the award of final Consultant Services Agreements, the Successful Consultants will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. However, Consultants should not purchase additional insurance until final Consultant Services Agreements have been awarded by the County. In addition, all Consultants shall certify the possession of any and all licenses and/or certifications required for the provision of professional design engineering and/or environmental services equivalent to those set forth in this RFQ.

7.9 Exceptions, Objections and Requested Changes:

Consultants should carefully review the terms and conditions of this RFQ. Any exceptions, objections or requested changes to this RFQ shall be clearly stated and explained in the SOQ with supporting rationale. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFQ. Protests based on any exception, objection or requested change to this RFQ shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the SOQ.

7.10 Required Attachments:

SOQs that do not contain each of the following attachments may be rejected by the County:

- **Attachment 1 – Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Staff Resumes for Key Personnel** (See Section 7.5(C)(2))
- **Attachment 3 – Sample Documentation** (See Section 7.6)
- **Attachment 4 – Reference Data Sheet** (See Section 7.7)

8.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After the SOQs are received by the County, the County will review and evaluate all SOQs for responsiveness to this RFQ, in order to determine whether the Consultant possesses the qualifications necessary for the satisfactory performance of professional design engineering and/or environmental services equivalent to those set forth in this RFQ. In evaluating the SOQs, the County will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Relevant and Comparable Experience – 30 points:** The Consultant’s experience in providing professional design engineering and/or environmental services equivalent to those set forth in this RFQ for government agencies of comparable size.
- **Staffing levels – 30 points:** The Consultant’s ability to provide key personnel familiar with providing professional design engineering and/or environmental services equivalent to those set forth in this RFQ.
- **Location – 10 points:** The Consultant’s ability to provide capable, competent and experienced staff from offices located in or near Humboldt County.
- **Ability to Provide High-Quality Services – 30 points:** The overall impression of the Consultant’s ability to provide professional design engineering and/or environmental services equivalent to those set forth in this RFQ.

All SOQs will be evaluated by an RFQ Evaluation Committee made up of County staff members and other parties that have expertise or experience in the types of professional design engineering and/or environmental services set forth in this RFQ. The RFQ Evaluation Committee may directly request clarification of SOQs from, and/or conduct interviews with, one (1) or more Consultants. The purpose of any such requests for clarification or interviews shall be to ensure the RFQ Evaluation Committee’s full understanding of the SOQs. If clarifications are made as a result of such discussions the Consultant or Consultants shall put such clarifications in writing.

The evaluation and selection process is designed to award the procurement to a Consultant with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, SOQs will be evaluated against the evaluation criteria set forth in this RFQ and not against other SOQs. The award of final Consultant Services Agreements, if made by the County, will be based upon a total review and evaluation of each SOQ.

All contacts made with the County during the evaluation process shall be through Humboldt County Deputy Public Works Director, Tony Seghetti (see Section 10.1 for contact information). Attempts by a Consultant to contact any other County representative during the evaluation process may lead to rejection of the SOQ. Conflict resolution shall be handled by County staff upon receiving a written statement from the Consultant about this RFQ process.

9.0 CONTRACT DEVELOPMENT:

9.1 Contract Negotiation Process:

Once the SOQ evaluation process has been completed, the County will notify the Consultants of the final rankings, and negotiate the terms and conditions of the final Consultant Services Agreements with the highest-ranking Consultants. The highest-ranking Consultants shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by a Consultant’s failure to participate in good faith contract negotiations may lead to rejection of the SOQ. The contract negotiation process shall include, without limitation, all of the following:

- A. **Cost Proposal.** The highest-ranked Consultants will be asked to submit a sealed Cost Proposal for the types of professional design engineering and/or environmental services set forth in this RFQ, within one (1) week after receiving notification of the final rankings. Cost

Proposals shall include an itemized list of the hourly rates that will be charged for each type of service set forth herein. It should be noted that compensation paid pursuant to the terms and conditions of project specific Task Orders will be based on the rate schedules incorporated into the final Consultant Services Agreements after completion of the contract negotiation process.

- B. Scoping Meeting.** The highest-ranked Consultants will be asked to attend a scoping meeting, within two (2) weeks after receiving notification of the final rankings, to ensure that the Consultants have a full understanding of the terms and conditions of the Consultant Services Agreements and the types of professional design engineering and/or environmental services that will be required pursuant to project specific Task Orders issued thereunder. The scoping meeting will also provide the highest-ranked Consultants' Project Managers with an opportunity to ask technical questions regarding the types of professional design engineering and/or environmental services that they will be expected to provide.

9.2 Award of Consultant Services Agreements:

If the County decides, after the completion of the contract negotiation process, to award contracts for the provision of professional design engineering and/or environmental services equivalent to those set forth in this RFQ, Consultant Services Agreements shall be sent to the Successful Consultants for signature. Once signed copies have been returned to the County, the Consultant Services Agreements will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award Consultant Services Agreements to the Consultants which, in the sole judgment of the County, best serves the interests thereof. No SOQ shall be binding upon the County until final Consultant Services Agreements are signed by duly authorized representatives of both the Successful Consultants and the County.

9.3 Contractual Requirements:

- A. Contract Audit and Review Process Requirements.** The final Consultant Services Agreements resulting from this RFQ process, and any subcontracts associated therewith, are subject to audit or review by the California Department of Transportation's Division of Audits and Investigations ("Caltrans Audits and Investigations") and any other duly authorized local, state and/or federal agencies. The Successful Consultants, and any subconsultants, shall be responsible for complying with all local, state and federal laws, regulations, policies, standards and contract requirements related to audits and reviews, including, without limitation, the Case 2 requirements set forth in Chapter 10 of the LAPM.
- B. Cost Certification Requirements.** The Successful Consultants must certify the accuracy of the rates that will be charged for the provision of professional design engineering and/or environmental services equivalent to those set forth in this RFQ by submitting LAPM Exhibit 10-K – Consultant Certification of Contract Costs and Financial Management System. The County will then submit a complete certification packet to Caltrans Audits and Investigations in accordance with the LAPM. All documentation supporting the cost certification, including, without limitation, LAPM Exhibit 10-L – Local Agency Certification of Cost Analysis, must be retained by the Successful Consultants for the applicable retention period in the event an audit or review is performed by Caltrans Audits and Investigations or any other duly authorized local, state or federal agency.
- C. Prevailing Wage Requirements.** The Successful Consultants, and any subconsultants with subcontracts exceeding Twenty-Five Thousand Dollars (\$25,000.00), shall be responsible for

complying with the applicable State of California Prevailing Wage Rate requirements set forth in California Labor Code, Sections 1770, et seq., as well as all other applicable local, state and federal wage requirements. California State Prevailing Wage information is available at the following California Department of Industrial Relations websites:

- http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- <http://www.dir.ca.gov/oprl/DPreWageDetermination.html>

- D. **Financial Management and Accounting System Requirements.** The Successful Consultants must have in place an adequate financial management and accounting system as required by Title 49 of the Code of Federal Regulations (“C.F.R.”) Part 18 and 48 C.F.R. Part 31.
- E. **Non-Discrimination Requirements.** The Successful Consultants, and all subconsultants, shall be responsible complying with all of the following non-discrimination requirements:
1. The Successful Consultants and their subconsultants shall certify under penalty of perjury under the laws of the State of California that the Successful Consultants and their subconsultants have, unless exempt, complied with the non-discrimination program requirements of California Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.
 2. During the performance of project specific Task Orders issued under the final Consultant Services Agreements resulting from this RFQ process, the Successful Consultants and their subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. The Successful Consultants and their subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Successful Consultants and their subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990(a-f), et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285, et seq.). The Successful Consultants and their subconsultants shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement.
 3. The Successful Consultants and their subconsultants shall act in accordance with the regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – 49 C.F.R. Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of non-discrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

4. During the performance of project specific Task Orders issued under the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultants shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, the Successful Consultants shall not discriminate on the basis of race, color, national origin, religion, sex, age or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Successful Consultants shall not participate in the discrimination prohibited by Section 21.5 of the United States Department of Transportation ("DOT") Regulations, including employment practices for employment related programs.
- F. **Disadvantaged Business Enterprises Participation.** The final Consultant Services Agreements resulting from this RFQ process shall be subject to the requirements set forth in 49 C.F.R. Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Accordingly, the Successful Consultants are encouraged to obtain participation Disadvantaged Business Enterprises (DBE") in the performance of project specific Task Orders issued under the final Consultant Services Agreements resulting from this RFQ process in order to assist Caltrans in meeting its federally mandated statewide overall DBE goal. The Successful Consultants, and all subconsultants, shall be responsible for complying with all of the following provisions regarding DBE participation:
1. The goal for DBE participation for the final Consultant Services Agreements resulting from this RFQ process is zero percent (0%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in LAPM Exhibit 10-01 – Consultant Proposal DBE Commitment or LAPM Exhibit 10-02 – Consultant Contract DBE Information. If DBE subconsultants are unable to satisfactorily perform the professional design engineering and/or environmental services required by project specific Task Orders, the Successful Consultants must make a good faith effort to replace such DBE subconsultants with other DBE subconsultants, if the goal is not otherwise met.
 2. DBEs and other small businesses, as defined in 49 C.F.R. Part 26, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Successful Consultants and their subconsultants shall not discriminate on the basis of race, color, national origin or sex in the performance of project specific Task Orders issued under the final Consultant Services Agreements resulting from this RFQ process. The Successful Consultants shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted agreements. Failure by a Successful Consultant to carry out these requirements shall constitute a material breach of the final Consultant Services Agreement, which may result in the termination thereof or such other remedy as the County deems appropriate.
 3. Any subcontracts relating to the final Consultant Services Agreements resulting from this RFQ process shall contain all of the DBE provisions set forth therein.
 4. A DBE firm may be terminated only with prior written approval from the County for the reasons specified in 49 C.F.R. Section 26.53(f). Prior to requesting the County's approval of the termination, the Successful Consultants must meet the procedural requirements specified in 49 C.F.R. Section 26.53(f).

5. A DBE performs a Commercially Useful Function (“CUF”) when it is responsible for the provision of services pursuant to the terms and conditions of a federally assisted contract, and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installation (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the federally assisted contract is commensurate with the work it is actually performing and other relevant factors must be evaluated.
6. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
7. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its federally assisted contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
8. The Successful Consultants shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid to each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
9. Upon completion of the professional design engineering and/or environmental services required by a project specific Task Orders, a summary of the above-referenced records shall be prepared and submitted on the form entitled, “Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants” CEM-2402F (LAPM Exhibit 17-F), certified correct by the Successful Consultants or the Successful Consultants’ authorized representatives and shall be furnished to the County with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to the Successful Consultants when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants” form is submitted to the County.
10. If DBE subconsultants are decertified during the term of the final Consultant Services Agreements resulting from this RFQ process, the decertified subconsultants shall notify the Successful Consultants in writing with the date of decertification. If subconsultants become certified DBEs during the term of the final Consultant Services Agreements resulting from this RFQ process, the subconsultants shall notify the Successful Consultants in writing with the date of certification. The Successful Consultants shall report any changes in DBE status to the County within thirty (30) days of such change.

- G. Disclosure of Confidential Information.** During the performance of project specific Task Orders issued under the final Consultant Services Agreements resulting from this RFQ process, the Successful Consultants may receive information that is confidential under local, state and/or federal law. The Successful Consultants will be required to protect all confidential information in conformance with any applicable local, state and federal laws.
- H. Indemnification Requirements.** To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, the Successful Consultants will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Consultants' negligent performance of, or failure to comply with, any of the obligations contained in the final Consultant Services Agreement resulting from this RFQ process, or any project specific Task Orders issued thereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- I. Insurance Requirements.** The Successful Consultants will be required to satisfy the insurance requirements set forth in the sample Consultant Services Agreement attached hereto. The Successful Consultants shall furnish the County with certificates and original endorsements effecting the required insurance coverage prior to County's execution of the final Consultant Services Agreements. In addition, the County may require additional insurance requirements dependent upon the scope of professional design engineering and/or environmental services that will be provided by the Successful Consultant pursuant to the terms and conditions of project specific Task Orders.
- J. Assignment.** The final Consultant Services Agreements resulting from this RFQ process, and any project specific Task Orders issued thereunder, shall not be assignable by the Successful Consultant without prior approval by the County.
- K. Jurisdiction and Venue.** The final Consultant Services Agreements resulting from this RFQ process, and any project specific Task Orders issued thereunder, shall be governed in all respects by the laws of the State of California. Any disputes regarding the final Consultant Services Agreements, or any project specific Task Orders issued thereunder, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.

10.0 MODIFICATION AND CORRECTION:

10.1 Requests for Clarification or Correction:

Consultants shall be responsible for meeting all of the requirements and conditions set forth in this RFQ. If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in this RFQ, a written request for clarification or correction should be submitted to the County at the following address:

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Deputy Director
1106 Second Street
Eureka, California 95501
Email: tseghetti@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFQ must be received by the County before **5:00 p.m. PST on July 14, 2017**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **July 19, 2017**.

10.2 Addenda:

Any modifications to this RFQ shall be made by written Addenda. Addenda to this RFQ, if necessary, will be distributed via mail, email or facsimile to all Consultants by the County and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFQ shall be incorporated into the Consultant's SOQ. The Addenda Cover Sheet shall be signed and dated by the Consultant and submitted to the County with the SOQ. Any oral communications concerning this RFQ by County personnel are not binding on the County, and shall in no way modify this RFQ or the obligations of the County or any Consultants.

11.0 CANCELLATION OF THE REQUEST FOR QUALIFICATIONS PROCESS:

The County hereby reserves the right to cancel the RFQ process at any time after the issuance of this RFQ, but prior to the award of Final Consultant Services Agreements, if the County determines, in its sole discretion, that cancellation is in the County's best interests for reasons, including, but not limited to, the following: (1) the types of professional design engineering and/or environmental services set forth in this RFQ are no longer required; (2) the SOQs did not independently arrive in open competition, were collusive or were not submitted in good faith; or (3) the County determines, after review and evaluation of the SOQs, that the County's needs can be satisfied through an alternative method.

The County hereby reserves the right to amend or modify the preliminary scope of professional design engineering and/or environmental services set forth in this RFQ prior to the award of final Consultant Services Agreements, as necessity may dictate, and to reject any and all SOQs received in response hereto. This RFQ does not commit the County to award any Consultant Services Agreements for the provision of professional design engineering and/or environmental services equivalent to those set forth in this RFQ, or to award project specific Task Orders to any Successful Consultants.

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-007
ON-CALL PROFESSIONAL DESIGN ENGINEERING SERVICES**

**ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit with Statement of Qualifications)**

REQUEST FOR QUALIFICATIONS – NO. DPW2017-007 SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250, et seq., the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records 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.

In signing this Statement of Qualifications, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Statement of Qualifications; that this Statement of Qualifications has been independently arrived at without collusion with any other Consultant, competitor or potential competitor; that this Statement of Qualifications has not been knowingly disclosed prior to the opening of Statements of Qualifications to any other Consultant or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Qualifications and declares that the attached Statement of Qualifications is in conformity therewith.

Signature

Title

Name

Date

This firm hereby acknowledges receipt / review of the following Addendum(s), if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-007
ON-CALL PROFESSIONAL DESIGN ENGINEERING SERVICES**

**ATTACHMENT B – REFERENCE DATA SHEET
(Submit with Statement of Qualifications)**

REFERENCE DATA SHEET	
<p>Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.</p>	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	
General Description of Scope of Work:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate County (Agency) Population:	
Number of Departments:	
General Description of Scope of Work:	

NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-007
ON-CALL PROFESSIONAL DESIGN ENGINEERING SERVICES**

ATTACHMENT C – LIST OF POTENTIAL PROJECTS¹

Project No.	Project Name	Expected Services ²
594055	Honeydew Bridge Replacement	CM
594209	Replacement Williams Creek Bridge on Grizzly Bluff Road	CM
594124	Rehabilitation of Jacoby Creek Bridge on Brookwood Drive	CM
594021	Pine Hill Road Bridge over Swain's Slough	CM
321609	Bald Hills Rd 13.46 to 16.05	CM
BPMP	Bridge Preventative Maintenance Program	D, E, CM
Various	Design Engineering Services – Road Repair Projects	D, E, CM
Various	Design Engineering Services – Bridge Projects	D, E, CM
Various	Design Engineering Services – Capital Improvement Projects	D, E, CM

¹List of potential projects subject to change. County anticipates that additional, yet unidentified, projects and or funding may potentially increase the number of projects for on-call services.

²Key for Expected Services

CM = Construction Management Services

D = Design Services

E = Environmental Services

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-007
ON-CALL PROFESSIONAL DESIGN ENGINEERING SERVICES**

ATTACHMENT D – SAMPLE CONSULTANT SERVICES AGREEMENT

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT**

AND

[NAME OF CONSULTANT]

FOR

ON-CALL PROFESSIONAL DESIGN ENGINEERING AND/OR ENVIRONMENTAL SERVICES

Project No. []

This contract entered into this _____ day of _____, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and _____ [Name of Consultant], a _____ [Name of State] _____ [type of business], hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in performing on-call professional design engineering and/or environmental services, which are further described in Attachment A – Scope of Work; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any department thereof; and

WHEREAS, CONSULTANT represents that it is qualified to perform the duties and services set forth in this contract; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be _____ [Name]. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved CONSULTANT's Cost Proposal dated _____ [Date]. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this contract is described in Attachment A – Scope of Work and Attachment B – Cost Proposal & Schedule of Work.

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on [] [Date] []; contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on [] [Date] [], unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

COUNTY: Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI – TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract, COUNTY shall pay CONSULTANT the sum due under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the COUNTY shall be liable if this contract is terminated is _____ dollars (\$ _____).

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the contract cost principles and procedures set forth in Title 48 of the Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined to be unallowable under 49 CFR, Part 18 and 48 CFR, Part 31 shall be subject to repayment by CONSULTANT.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Public Contract Code Sections 10115, et seq. and Title 21 of the California Code of Regulations, Chapter 21, Sections 2500, et seq., when applicable and other

matters connected with the performance of the contract pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state of California, California State Auditor, COUNTY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Humboldt County Auditor-Controller of unresolved audit issues. CONSULTANT's request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instance of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, approved Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein with resources available within its own organization and no portion of such work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is identified in the approved Cost Proposal.

- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all the provisions stipulated herein to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to federal funds when equipment with a value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all federal, state, and local laws and ordinances applicable to the work required hereunder.
- B. Any subcontract entered into as a result of this contract, if for more than Twenty Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described herein and Attachment A – Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. (See

<http://www.dir.ca.gov>.)

ARTICLE XIII – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:
 - 1. No local, state or federal appropriated funds have been paid, or will be paid by, or on behalf of, CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the California State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress, in connection with a federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00) and that all such subrecipients shall certify and disclose accordingly.

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ARTICLE XVI – STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.
- B. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 CFR, Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed during this contract shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT Regulations, including employment practices for employment related programs.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not 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 (3) years. Any exceptions to this certification must be disclosed to COUNTY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XVIII – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract due to insufficient funding upon thirty (30) days advance written notice pursuant to the termination provisions set forth herein, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX – CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is ZERO percent (0%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-O2), which are attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors must be evaluated.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of this contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants," CEM-2402F [Exhibit 17-F, of the Local Assistance Procedures Manual (LAPM)], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to COUNTY's Contract Administrator.

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- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days thereof.

ARTICLE XXI – CONTINGENT FEE

CONSULTANT warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to terminate this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII – DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under this contract, CONSULTANT may request review by COUNTY. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII – INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the State of California, and FHWA, if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's staff shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:
 - 1. Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of professional design engineering and/or environmental operations, blanket contractual liability, broad form endorsement, a professional design and/or environmental endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) per occurrence for any one incident, subject to a deductible of not more than Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 - 3. Workers’ Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers’ Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 - 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate), subject to a deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. CONSULTANT's Commercial General Liability policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase

additional coverage to meet above-referenced aggregate limits.

8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

CONSULTANT: [Name of Consultant]
Attention: [Name of Project Manager], Project Manager
[Street Address]
[City, State & Zip Code]

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AND

Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501

- D. In connection with the performance of the design professional services required hereunder, CONSULTANT shall, to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (referred to collectively as "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this contract due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.
- E. In connection with the performance of the non-design and/or environmental professional services required hereunder, if any, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, costs and fees of Litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of its obligations contained in the contract, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall

furnish COUNTY all necessary copies of data needed to complete the review and approval process.

- B. All calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the projects for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY’S construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’S Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY’S construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In performance of this contract, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws.
- B. All financial, statistical, personal, technical, or other data relative to COUNTY’S operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

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- D. All informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY's Contract Administrator.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with California Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution of this contract, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX – EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained by COUNTY as part of the contract record.

ARTICLE XXXI – RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress due to subconsultants. Any violation of this provision shall subject CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultants in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE XXXII – NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: [Name of Consultant]
Attention: [Name of Project Manager], Project Manager
[Street Address]
[City, State & Zip Code]

COUNTY: Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street

Eureka, California, 95501

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. This contract is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this contract. This contract shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- C. CONSULTANT agrees to comply with all local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal accrediting, licensure and certification requirements.
- D. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this contract.
- E. The terms of this contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach or violation of any requirement of this contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this contract.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this contract from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the

party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this contract if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

[Signatures on Following Page]

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

[CONSULTANT'S NAME]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

[Name of Board Chair]
Chair, Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Analyst

Attachment A – Cost Proposal

Attachment B – Consultant Certification of Contract Costs and Financial Management System (Exhibit 10-K)

Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-01)