



**REQUEST FOR PROPOSALS:
(RFP No. 2020-251032-A)**

**Professional Consulting Services for the
Eel River Valley Groundwater Sustainability Plan and Monitoring Well Installation Project**

Humboldt County, California

Date Issued: May 5, 2020

Proposals Due: June 5, 2020 (Received by 4 p.m.)

**Humboldt County Public Works
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Eureka, California 95501
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REQUEST FOR PROPOSALS – RFP NO. 2020-251032-A
PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE
EEL RIVER VALLEY GROUNDWATER SUSTAINABILITY PLAN AND
MONITORING WELL INSTALLATION PROJECT

TABLE OF CONTENTS

| | | |
|------------|---|-----------|
| 1.0 | <u>DEFINITIONS:</u> | 1 |
| 1.1 | Terms | 1 |
| 1.2 | Abbreviations | 1 |
| 2.0 | <u>INTRODUCTION:</u> | 2 |
| 2.1 | Statement of Purpose | 2 |
| 2.2 | Project Background | 2 |
| 2.3 | Process Overview | 3 |
| 3.0 | <u>PRELIMINARY SCOPE OF SERVICES:</u> | 3 |
| 3.1 | GSP Development and Preparation Services | 3 |
| 3.2 | Well Installation, Monitoring and Assessment Services | 8 |
| 3.3 | Project Management Services | 9 |
| 4.0 | <u>REQUIREMENTS STATEMENT:</u> | 9 |
| 4.1 | Eligibility Requirements | 9 |
| 4.2 | Licensure, Certification and Accreditation Requirements | 10 |
| 5.0 | <u>SCHEDULE OF EVENTS:</u> | 10 |
| 6.0 | <u>GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:</u> | 10 |
| 6.1 | Proposal Submission | 10 |
| 6.2 | Withdrawal of Submitted Proposals | 11 |
| 6.3 | Proposal Modification | 11 |
| 6.4 | Proposer Investigations | 11 |
| 6.5 | Public Records and Trade Secrets | 11 |
| 6.6 | Conflict of Interest | 12 |
| 6.7 | Expenses Incurred Preparing Proposals | 12 |
| 6.8 | Right to Reject Proposals | 12 |
| 7.0 | <u>REQUIRED FORMAT OF PROPOSALS:</u> | 12 |
| 7.1 | General Instructions and Information | 12 |
| 7.2 | Introductory Letter | 13 |
| 7.3 | Signature Affidavit | 13 |
| 7.4 | Table of Contents | 13 |
| 7.5 | Business Profile | 13 |
| 7.6 | Quality Assurance Capabilities | 14 |
| 7.7 | References | 15 |
| 7.8 | Evidence of Insurability and Business Licenses | 16 |
| 7.9 | Exceptions, Objections and Requested Changes | 16 |
| 7.10 | Required Attachments | 16 |
| 8.0 | <u>MODIFICATION AND CORRECTION OF PROPOSALS:</u> | 17 |
| 8.1 | Requests for Clarification or Correction | 17 |
| 8.2 | Addenda | 17 |

| | | |
|----------------------------|--|-----------|
| 9.0 | <u>EVALUATION CRITERIA AND SELECTION PROCESS:</u> | 17 |
| 10.0 | <u>CONTRACT DEVELOPMENT:</u> | 18 |
| 10.1 | Contract Negotiation Process | 18 |
| 10.2 | Award of Professional Services Agreement | 19 |
| 10.3 | Contractual Requirements | 19 |
| 11.0 | <u>CANCELATION OF THE RFP PROCESS:</u> | 21 |
| <u>ATTACHMENTS:</u> | | |
| | Attachment A – RFP Signature Affidavit | 23 |
| | Attachment B – Reference Data Sheet | 24 |
| | Attachment C – Sample Professional Services Agreement | 26 |
| | Attachment D – Sample Sustainable Groundwater Management Grant Agreement | 43 |

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PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE
EEL RIVER VALLEY GROUNDWATER SUSTAINABILITY PLAN AND
MONITORING WELL INSTALLATION PROJECT**

1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Environmental Services Division.
- C. **Grant Agreement.** As used herein, the term “Grant Agreement” refers to the Sustainable Groundwater Management Grant Agreement between the County and the California Department of Water Resources regarding implementation of the Eel River Valley Groundwater Sustainability Plan and Monitoring Well Installation Project.
- D. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract between the County and the Successful Proposer regarding the provision of the professional consulting services set forth in this Request for Proposals.
- E. **Project.** As used herein, the term “Project” refers to the Eel River Valley Groundwater Sustainability Plan and Monitoring Well Installation Project.
- F. **Project Team.** As used herein, the term “Project Team” refers to the members of a Proposer’s staff, and all subcontractors, that will be responsible for providing the professional consulting services set forth in this Request for Proposals.
- G. **Proposal.** As used herein, the term “Proposal” refers to the document or documents submitted by a Proposer in response to this Request for Proposals.
- H. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm or company submitting a Proposal in response to this Request for Proposals.
- I. **Services.** As used herein, the term “Services” refers to specified professional consulting services that are necessary to assist the County with implementation of the Eel River Valley Groundwater Sustainability Plan and Monitoring Well Installation Project.
- J. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the individual, agency, firm or company that the County chooses to enter into a final Professional Services Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Proposals have been completed.

1.2 Abbreviations:

- A. **C.C.R.** As used herein, the abbreviation “C.C.R.” refers to the California Code of Regulations, as may be amended from time to time.

- B. **DWR**. As used herein, the abbreviation “DWR” refers to the California Department of Water Resources.
- C. **GSP**. As used herein, the abbreviation “GSP” refers to Groundwater Sustainability Plan, as that term is defined by the California Sustainable Groundwater Management Act of 2014.
- D. **PST**. As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- E. **RFP**. As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of professional consulting services that are necessary to assist the County with implementation of the Eel River Valley Groundwater Sustainability Plan and Monitoring Well Installation Project.

2.0 **INTRODUCTION:**

2.1 **Statement of Purpose:**

The County of Humboldt (“County”), by and through its Department of Public Works – Environmental Services Division, is issuing this Request for Proposals (“RFP”) to retain an experienced and qualified consulting firm to provide specified professional consulting services (“Services”) needed to assist the County with implementation of the Eel River Valley Groundwater Sustainability Plan and Monitoring Well Installation Project (“Project”). The Successful Proposer must have the ability to provide trained and experienced personnel and staff to perform the Services set forth in this RFP, which include, without limitation, stakeholder engagement support, data collection and analysis, hydrologic modeling, hydrogeological conceptual model development, water budget development, monitoring well installation and document preparation. It should be noted that this RFP is a non-binding solicitation for such Services and may be canceled by the County at any time.

2.2 **Project Background:**

The California Legislature adopted, and the Governor signed into law, the California Sustainable Groundwater Management Act of 2014 for the purpose of providing for sustainable management of groundwater basins, enhancing local management of groundwater consistent with rights to use or store groundwater, establishing minimum standards for sustainable groundwater management and providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.

On January 1, 2015, the California Department of Water Resources (“DWR”) designated the Eel River Valley groundwater basin as a medium-priority basin. The County subsequently formed the Eel River Valley Groundwater Working Group consisting of stakeholders representing agricultural, municipal and environmental interests to provide input regarding the local response to DWR’s designation of the Eel River Valley groundwater basin. On December 30, 2016, the County submitted a Groundwater Sustainability Plan (“GSP”) Alternative for the Eel River Valley groundwater basin.

On November 13, 2019, DWR issued a notification letter and staff report which disapproved the GSP Alternative for the Eel River Valley groundwater basin because the GSP Alternative did not contain all the required elements and did not provide sufficient evidence that the requirements for sustainable groundwater management had been performed for a ten (10) year period. As a result of the disapproval of the GSP Alternative, preparation of a full GSP and formation of a Groundwater

Sustainability Agency are mandatory under the California Sustainable Groundwater Management Act.

On November 14, 2019, the County submitted a grant application to DWR to obtain a planning grant for developing the GSP. DWR notified the County of its intent to award grant funds for the development of a GSP on March 13, 2020. The County anticipates entering into a Sustainable Groundwater Management Grant Agreement (“Grant Agreement”) regarding the development of a GSP for the Eel River Valley groundwater basin by May 15, 2020.

Additional background information pertaining to the Project can be accessed online at the following address: <https://humboldt.gov.org/2489/Groundwater>.

2.3 Process Overview:

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated to identify the Proposer that is best qualified to provide the Services set forth herein. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFP, a final Professional Services Agreement pertaining to the provision of the Services set forth herein will be awarded to the Successful Proposer. The final Professional Services Agreement resulting from this RFP process will expire on or before April 1, 2022, unless the term thereof is extended through a written amendment thereto.

3.0 PRELIMINARY SCOPE OF SERVICES:

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise scope of services that will be incorporated into the final Professional Services Agreement resulting from this RFP process shall be the subject of negotiations between the County and the Successful Proposer.

3.1 GSP Development and Preparation Services:

The Successful Proposer will be required to serve the lead role in developing and preparing a GSP for the Eel River Valley groundwater basin that complies with the applicable requirements of the California Sustainable Groundwater Management Act and any current and implementing regulations, policies procedures and standards promulgated thereunder. The types of GSP development and preparation services that the Successful Proposer will be required to provide pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall include, without limitation, all of the following:

- A. Data Collection and Analysis.** The Successful Proposer will be responsible for performing various tasks involving the collection and analysis of existing data regarding the Eel River Valley groundwater basin, which include, without limitation, all of the following:
 - 1. Data Collection and Analysis Work Plan.** Prepare and implement a work plan to collect, analyze and identify any gaps in existing data to support the development of hydrologic modeling, water budget and sustainable management criteria.
 - 2. Land Use.** Consult with the Humboldt County Planning and Building Department, the City of Fortuna Planning Department and the City of Rio Dell Planning Department to compile a detailed inventory of land use types within the Eel River Valley groundwater basin. Identify potentially significant future land use changes based on the General Plan

land use designations and zoning. Prepare a Land Use Inventory and Geographic Information System Geodatabase Technical Memorandum that describes the activities conducted, and findings made, during the performance of this task.

3. **Water Use.** Assist the County in developing a detailed inventory of municipal and agricultural irrigation supply wells with attribute data including location, size, screen depth and type. Assist in data collection and analysis from approximately six to 10 flow meters to obtain direct flow measurements from representative irrigation systems. Collect information to account for cannabis production in the water use inventory. Update and refine the 2016 Preliminary Irrigation Water Use Study prepared by the Humboldt County Resource Conservation District based on the direct flow data and other relevant data and information. Review the most current estimate for agricultural irrigation water use developed by DWR using the California Simulation of Evapotranspiration of Applied Water soil water balance program. Assist the County in consulting with DWR to determine whether an update of the agricultural irrigation water use using the California Simulation of Evapotranspiration of Applied Water is warranted to support the GSP for the Eel River Valley groundwater basin. Prepare a Water Use Inventory/Geodatabase Technical Memorandum that describes the activities conducted, and findings made, during the performance of this task.
4. **Water Levels.** Measure water levels at existing and new wells and collect point-in-time measurements in at least seventy-five (75) wells in the Fall of 2020 and the Spring of 2021. Tabulate data and prepare groundwater contour maps. Purchase and install pressure transducers and data loggers to collect continuous water level data in at least thirty-five (35) wells. Store transducer data electronically and depict data in a set of graphical figures. Prepare a Water Levels Technical Memorandum that describes the activities conducted, and findings made, during the performance of this task.
5. **Water Quality.** Compile and evaluate existing data and information regarding groundwater quality within the Eel River Valley groundwater basin from sources such as the Groundwater Ambient Monitoring and Assessment Program groundwater information system, GeoTracker data management system, United States Geological Survey National Water Information System and Humboldt County Division of Environmental Health records. Consult with the appropriate local, state and federal regulatory agencies, including, without limitation, the United States Environmental Protection Agency, California Department of Toxic Substances Control, California State and Regional Water Boards and Humboldt County Division of Environmental Health, to identify known groundwater quality problems and to identify data gaps. Utilize the assessment to determine whether known groundwater quality problems are under the purview of any agency and the status of response plans. Consult with local, state, and federal agencies to determine an appropriate action plan if a known groundwater quality problem is not under the purview of any agency and/or the response plan is not clearly developed. Compile and summarize monitoring data for drinking water supplies within the Eel River Valley groundwater basin and evaluate any exceedances of applicable water quality standards. Prepare a Water Quality Sampling Plan and collect water samples from at least fifteen (15) wells distributed throughout the Eel River Valley groundwater basin for laboratory testing. Analyze water samples for metals (target analyte list), nutrients, salts, organochlorine, organophosphorus pesticides, chlorinated herbicides, volatile organic compounds, semivolatile organic compounds, polychlorinated biphenyls, microbial contaminants, radioactive constituents and physical parameters. Prepare a Water Quality Technical Memorandum that describes the activities conducted, and findings made, during

the performance of this task.

6. **Surface Water Flows.** Assist the County in developing and implementing a Surface Water Flow Measurement Plan. Collect streamflow and stage measurements at a minimum of ten (10) locations. Measure streamflow manually during at least three (3) monitoring events. Purchase and install pressure transducers and data loggers to collect continuous stage data at each of the ten (10) locations. Prepare a Surface Water Flows Technical Memorandum that describes the activities conducted, and findings made, during the performance of this task.
7. **Saltwater Intrusion.** Assist the County in developing and implementing a Saltwater Intrusion Sampling Plan. Collect water samples in the Fall of 2020 and in the Spring of 2021 from at least thirty (30) wells within the vicinity of the freshwater-seawater transition zone for laboratory testing of chlorides to support the delineation and evaluation of saltwater intrusion. Prepare a Saltwater Intrusion Technical Memorandum that describes the activities conducted, and findings made, during the performance of this task.
8. **Topography/Bathymetry/Imagery.** Determine what topographic and bathymetric data and imagery are needed to support the development of the hydrologic model, hydrogeologic conceptual model, land use geodatabase and other elements of the GSP. Compile, evaluate, analyze and identify data gaps in existing topographic and bathymetric data and imagery for the Eel River Valley groundwater basin, including, without limitation, terrain data and digital elevation models available from the United States Geological Survey. If needed, collect light detection and ranging terrain data and/or high resolution orthophotography to ensure spatial coverage over the entire Eel River Valley groundwater basin at the appropriate resolution and quality. Conduct additional ground survey(s) to collect representative cross-sections of the wetted channels of the Eel River, Van Duzen River and selected tributaries. Prepare a Terrain Data and Work Plan and Imagery Report that describes the activities conducted, and findings made, during the performance of this Task.
9. **Aquifer Parameters.** Perform at least three (3) slug tests on twenty-three (23) new wells to estimate hydraulic conductivity in the vicinity thereof. Analyze the raw slug test data with the appropriate methods. Prepare an Aquifer Parameters Technical Memorandum that describes the activities conducted, and findings made, during the performance of this task.
10. **Groundwater Dependent Ecosystems Assessment.** Identify and characterize Groundwater Dependent Ecosystems within the Eel River Valley groundwater basin. Assess if the Groundwater Dependent Ecosystems within the Eel River Valley groundwater basin are being impacted by current groundwater conditions and whether they could be impacted by future groundwater conditions. Prepare a Groundwater Dependent Ecosystems Assessment Technical Memorandum that describes the activities conducted, and findings made, during the performance of this task.
11. **Surface Water Beneficial Use Assessment.** Assess the flow needs for surface water beneficial uses identified in the Water Quality Control Plan for the North Coast Region. Account for changing flow needs as a function of time of year. Map principal habitat types, including, without limitation, pools, flatwaters, riffles and alcoves, and specific micro-habitat features relevant for salmonid life history stages, including, but not limited to, spawning, adult holding and juvenile rearing habitat, within the Eel River, Van Duzen

River and readily accessible reaches of other fish-bearing streams that are interconnected with groundwater. Prepare a Surface Water Beneficial Use Assessment Technical Memorandum that describes the activities conducted, and findings made, during the performance of this task.

12. **Administrative Information.** Compile, organize, evaluate and analyze any and all administrative information pertaining to the Eel River Valley ground water basin necessary for completion of the Administrative Information section of the GSP.

B. **Hydrologic Modeling.** The Successful Proposer will be responsible for performing various tasks involving the development of appropriate analytical and numerical modeling tools to represent the groundwater system in the Eel River Valley groundwater basin. The models will be used to evaluate changes in conditions caused by management actions, changes in population and land use, climate change and other factors. The general purposes of the modeling include, without limitation, supporting the development of the water budget, establishing sustainable management criteria, supporting identification and development of potential projects and management actions to address undesirable results, if any, and supporting the refinement of the monitoring network.

1. **Model Preparation.** Collect and organize hydrogeologic and surface water data relating to the Eel River Valley groundwater basin. Develop the Project-specific modeling purpose and objectives. Evaluate the available modeling options and select one (1) or more models with the appropriate level of complexity to address the key sustainability questions. Model selection will follow the four guiding principles in DWR's Modeling Best Management Practices guide (2016). The selected model or models must be consistent with the level of completeness and accuracy of the available data and have a development cost that fits within the available budget. The selected model or models must be able to simulate the processes that could have a significant influence on the sustainability indicators that are relevant for the Eel River Valley groundwater basin. In particular, the selected model or models will account for the effects of pumping on streamflow and be able to quantify the depletion of interconnected surface waters. The selected model or models will help translate minimum thresholds for groundwater levels into the amount of groundwater pumping that can be sustained, or the amount of recharge needed. The surface water model for the Eel River and Van Duzen River must be able to account for complex morphology, including, without limitation, braided channels, wide gravel bars and thick bed deposits. Prepare a Model Design Technical Memorandum that describes the activities conducted, and the findings made, during the performance of this task.

2. **Model Construction.** Construct a numerical model or models based on existing hydrogeologic conceptual model data and any new data that may be available. Numerical model construction includes constructing the model grid, populating the model with hydrogeologic parameters, assigning boundary conditions and incorporating water budget components. The numerical model or models will be calibrated using an iterative approach of adjusting model parameters to achieve a reasonable fit between simulated and measured groundwater levels, streamflows and water surface elevations. Following the model calibration process, the sensitivity of the numerical model or models will be analyzed to identify parameters or boundary conditions to which model forecasts are particularly sensitive. Prepare a Model Construction and Calibration Technical Memorandum that describes the activities conducted, and the findings made, during the performance of this task.

3. **Model Predictions.** Develop model scenarios, complete model runs and evaluate model results. The model or models will be used to support evaluation of a range of predictive scenarios, development of sustainable management criteria and consideration of potential projects and management actions. The impact of parameter uncertainty will be analyzed to promote an informed understanding of the model or models' ability to support groundwater management decisions. Prepare a Model Prediction and Uncertain Analysis Technical Memorandum that describes the activities conducted, and the findings made, during the performance of this task.
 4. **Model Documentation.** Assist the County in documenting the modeling process. Documentation will include information on the model code or codes and detailed descriptions of model development, including, without limitation, model conceptualization, assumptions, data inputs, boundary conditions, calibration, sensitivity and uncertainty analysis and other applicable modeling elements. Prepare a Hydrologic Modeling Report that describes the activities conducted, and the findings made, during the performance of this task.
- C. **Basin Setting.** The Successful Proposer will be responsible for performing various tasks involving the development of a GSP Basin Setting for the Eel River Valley groundwater basin, including, without limitation, management areas as applicable, hydrogeologic conceptual models, current and historical groundwater conditions and water budget.
1. **Hydrogeological Conceptual Model.** Develop a descriptive hydrogeological conceptual model that will be used to characterize the physical components and interaction of the surface water and groundwater systems in the Eel River Valley groundwater basin. This task will conform to Section 354.14 of Title 23 of the California Code of Regulations ("C.C.R.") and DWR's Hydrogeologic Conceptual Model Best Management Practices Guide (2016). The conceptual model will identify the key parameters of the physical setting, aquifer structure and range of aquifer parameters, hydrologic processes and boundary conditions that govern groundwater and surface water occurrence within the Eel River Valley groundwater basin. The conceptual model will include a geomorphic evaluation of the interconnected surface waters to characterize dynamic processes such as sedimentation and erosion, channel migration and braiding. Comments from DWR's critique of the hydrogeological conceptual model contained in the December 2016 GSP Alternative will be addressed, as appropriate. Information developed by the United States Geological Survey through the Regional Groundwater Availability Study of the California Coastal Basins will be incorporated. The conceptual model will provide the technical foundation for hydrologic modeling and the context for developing the water budget and monitoring network. Prepare a Hydrogeological Conceptual Model Technical Memorandum that describes the activities conducted, and the findings made, during the performance of this task.
 2. **Current and Historical Groundwater Conditions.** Identify and describe current and historical groundwater conditions based on the best available information, including, without limitation, data collected pursuant to the terms and conditions of the final Professional Services Agreement, in accordance with 23 C.C.R. Section 354.16. Prepare a Groundwater Conditions Technical Memorandum that describes the activities conducted, and the findings made, during the performance of this task.
 3. **Water Budget.** Develop a water budget that will be used to provide an accounting and assessment of the total annual volume of groundwater and surface water entering and

leaving the Eel River Valley groundwater basin in accordance with 23 C.C.R. Section 354.18 and DWR's Water Budget Best Management Practices Guide (2016). The water budget will include the seven (7) overarching components identified in 23 C.C.R. Section 354.18(b). Water budgets will be developed for current, historical and projected basin conditions. Water budget information will be presented in tabular and graphical form. The methodologies, assumptions and data sources used to quantify the components of the water budget will be documented. Comments from DWR's critique of the water budget contained in the December 2016 GSP Alternative will be addressed, as appropriate. Information developed by the United States Geological Survey through the Regional Groundwater Availability Study of the California Coastal Basins will be incorporated. Data from the California Irrigation Management Information System weather station that became operational in the Eel River Valley groundwater basin in August 2019 will be incorporated. The water budget will support an understanding of how historical changes to supply, demand, hydrology, population, land use and climatic conditions can affect sustainability indicators in the Eel River Valley groundwater basin and an understanding of the interrelationship between changing water budget components and aquifer response. Prepare a Water Budget Technical Memorandum that describes the activities conducted, and the findings made, during the performance of this task.

4. **Management Areas.** Evaluate the potential designation of management areas within the Eel River Valley groundwater basin. If proposed, the management areas will be described and depicted on maps in conformance with 23 C.C.R. Section 354.20.
- D. **Sustainable Management Criteria.** The Successful Proposer will be responsible for assisting the County in developing sustainable management criteria for the Eel River Valley groundwater basin, including, without limitation, analysis and determination of sustainability goals, undesirable results, minimum thresholds and measurable objectives, as appropriate. The Successful Proposer will be required to prepare a Sustainable Management Criteria Technical Memorandum that describes the activities conducted, and the findings made, during the performance of this task.
- E. **Monitoring Network.** The Successful Proposer will be responsible for assisting the County in developing a monitoring network for the Eel River Valley groundwater basin. The Successful Proposer will be required to prepare a Monitoring Network Technical Memorandum that describes the activities conducted, and the findings made, during the performance of this task.
- F. **Projects and Management Actions.** The Successful Proposer will be responsible for assisting the County in developing projects and management actions, if necessary, that are designed to achieve sustainability goals for the Eel River Valley groundwater basin, describe the implementation feasibility and the method by which each will be evaluated for effectiveness.
- G. **Stakeholder Engagement.** The Successful Proposer will be responsible for preparing exhibits for, and making presentations at, approximately eight (8) public meetings that will be held by the County to solicit community and stakeholder input regarding the management of groundwater resources within the Eel River Valley groundwater basin.

3.2 **Well Installation, Monitoring and Assessment Services:**

The Successful Proposer will be required to plan, design and install monitoring wells to expand the spatial distribution of water level and stratigraphic data within the Eel River Valley groundwater basin, with a focus on locations of greatest interest for identifying potential undesirable results and

locations necessary for model calibration. The types of well monitoring and assessment services that the Successful Proposer will be required to provide pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall include, without limitation, all of the following:

- A. Planning, Design and Environmental Documentation.** The Successful Proposer will be responsible for performing various tasks involving the development of plans, designs and environmental documentation regarding the installation and monitoring of wells in the Eel River Valley groundwater basin, which include, without limitation, all of the following:
- 1. Location Selection.** Select locations for the proposed monitoring wells. Prioritize locations with a strong preference for publicly owned property and road right-of-way.
 - 2. Designs and Specifications.** Develop and prepare designs and specifications for at least four (4) dual-screened monitoring well clusters and at least fifteen (15) shallow monitoring wells. Utilize specifications to solicit competitive bids from qualified local contractors.
 - 3. Environmental and Land Use Permitting.** Acquire any and all necessary environmental and land use permits required for the installation of the four (4) dual-screened monitoring well clusters and at least fifteen (15) shallow monitoring wells.
 - 4. Well Monitoring and Assessment Plans.** Develop a Monitoring Plan that includes the components set forth in Exhibit J – Monitoring and Maintenance Plan Components of the Grant Agreement, a Health and Safety Plan and a site Soil/Groundwater Sampling Plan.
- B. Installation and Construction.** The Successful Proposer will be responsible for performing various tasks involving the construction and installation of monitoring wells in the Eel River Valley groundwater basin, which include, without limitation, all of the following:
- 1. Well Installation.** Install at least four (4) dual-screened monitoring well clusters, totaling eight (8) new wells, to a depth of approximately two hundred fifty (250) feet below ground surface. Install at least fifteen (15) shallow monitoring wells to a depth of approximately (60) feet below ground surface.
 - 2. Environmental Oversight.** Provide oversight of drilling, construction and development for the new monitoring wells by a licensed professional geologist or engineer. Conduct site sampling as outlined in the approved sampling plan, if applicable.
 - 3. Construction Documentation.** Prepare and submit As-Built Record Drawings, Final Installation, Completion and Soil/Water Quality Sampling Reports, if applicable, Notice of Completion and Certification of Project Completion Form to DWR.

3.3 Project Management Services:

The County anticipates that the Successful Proposer will maintain timely and regular communication with the County throughout the term of the final Professional Services Agreement resulting from this RFP process in order to plan and organize information, including, without limitation, participating in regular planning and coordination meetings and scheduling field work.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

- A. **Required Qualifications.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must possess, at a minimum, all of the following qualifications:
1. At least ten (10) years of experience in providing services equivalent to those set forth in this RFP, preferably to public agencies.
 2. Familiarity with any and all local, state and federal regulations, codes, standards and best practices applicable to the provision of the Services set forth in this RFP.
 3. Knowledge of the standard methods, techniques and practices applicable to the provision of the Services set forth in this RFP.
 4. Ability to work long hours as necessitated by site work.
 5. Good verbal and written communication skills.
- B. **Required Personnel.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers must have personnel that are capable of, and experienced in, performing the Services set forth herein with minimal instruction. The types of personnel that Proposers must have available shall include, without limitation, licensed geologists and engineers registered with the State of California and other resource management staff that are responsible for providing, coordinating and scheduling services equivalent to those set forth in this RFP.

4.2 Licensure, Certification and Accreditation Requirements:

In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposers 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 RFP 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 Proposals.

| EVENT | DATE |
|---|----------------------------|
| RFP Issued by the County: | May 5, 2020 |
| Deadline for Submission of Questions: | May 15, 2020 |
| Deadline for Responses to Questions: | May 22, 2020 |
| Deadline for Proposals to be Received: | June 5, 2020 4:00 p.m. PST |
| Completion of the Evaluation and Selection Process: | June 19, 2020 |
| Finalization of Professional Services Agreement: | July 3, 2020 |

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| Recommendation of Award to Board of Supervisors: | July 14, 2020 |
| Start Date of Professional Services Agreement: | July 20, 2020 |
| Expiration Date of Professional Services Agreement: | April 1, 2022 |

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission. Proposers shall prepare and submit one (1) electronic copy of the Proposal, in PDF format, by **4:00 p.m. PST, on June 5, 2020**. Proposals must be transmitted as an attachment to, or via a file transfer link contained in, an email with the subject line indicated as “RFP No. 2020-251032-A” along with the date and time for submission of Proposals. Proposals that are not signed by an individual authorized to bind the Proposer shall be considered non-responsive and rejected by the County. Proposals submitted in response to this RFP shall be sent to the County electronically at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services Division
Attention: Hank Seemann, Deputy Director
Email: hseemann@co.humboldt.ca.us

Proposals submitted to any other County office or received after the time and date for submittal will be rejected. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline. However, nothing in this RFP precludes the County from extending the submittal deadline, or from requesting additional information at any time during the Proposal evaluation process.

6.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the deadline for submission of Proposals by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. Proposals will become the County’s property after the submittal deadline has passed.

6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Proposer to ensure that a modified Proposal is resubmitted as required by this RFP before the designated deadline for submission of Proposals has passed. Proposals may not be changed or modified after the submission deadline.

6.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to perform the Services set forth in this RFP in accordance with the requirements and standards described herein. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to conduct such investigations and examinations will not relieve the Successful Proposer from its obligation to comply with any and all provisions and requirements set forth in this RFP. In addition, a Proposer’s lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

6.5 Public Records and Trade Secrets:

All Proposals and materials submitted in response to this RFP shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFP, and all Proposals 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, regulations and standards. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "Proprietary Information" at the top of the page in at least one-half (1/2) inch letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a Proposal in response to this RFP, the Proposer agrees that the County's failure to contact the Proposer prior to the release of any proprietary information contained therein will not be a basis for liability by the County.

6.6 Conflict of Interest:

By submitting a Proposal in response to this RFP, each Proposer 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 the Proposal, nor that any such person will be employed in the performance of the Professional Services Agreement resulting from this RFP process without immediate divulgence of such fact to the County.

6.7 Expenses Incurred in Preparing Proposals:

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

6.8 Right to Reject Proposals:

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

7.0 REQUIRED FORMAT OF PROPOSALS:

7.1 General Instructions and Information:

- A. Content Requirements.** In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:
1. Proposals must be submitted in accordance with the requirements set forth in this RFP and contain all required attachments, including, without limitation, a signed Signature Affidavit.
 2. Proposals must be complete and specific unto themselves. For example, "*See Enclosed Manual or Brochure*" will not be considered an acceptable response.
 3. Proposals must contain information sufficient to enable the County to properly evaluate the Proposer's ability to provide the Services set forth in this RFP.

4. All information, statements, letters and other documentation and attachments required by this RFP must be included with the original Proposal and the electronic copy thereof.
5. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the Signature Affidavit sheet attached to the Proposal.

B. Formatting Requirements. In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall include all of the sections set forth below. Failure to follow the format set forth herein may result in the rejection of the Proposal.

- 1.0 Introductory Letter
- 2.0 Signature Affidavit
- 3.0 Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 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 (1) page or less, describe the Proposer's qualifications and experience regarding the provision of the Services set forth in this RFP. The introductory letter must provide the Proposer's contact information, list any subcontractors that will be retained to perform the Services set forth in this RFP and identify any and all offices where such Services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Proposer.

7.3 Signature Affidavit:

Each Proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, without limitation, the termination of the final Professional Services Agreement resulting from this RFP process. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 Table of Contents:

Proposals shall include a table of contents that identifies submitted material by sections 1.0 through 9.0, and any subsections thereof, in the order listed above with sequential page numbers.

7.5 Business Profile:

Proposals shall include a clear and concise narrative which identifies the Proposer's ability to provide the Services set forth in this RFP.

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

of the following items:

1. The Proposer's business name, physical location, mission statement, legal business status, and current staffing levels.
 2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - a. The history of the Proposer's business, including, without limitation, the date when the business was founded and how innovation and high-quality performance is fostered thereby.
 - b. The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has provided services equivalent to those set forth in this RFP.
 - c. The number of years the Proposer has been providing services equivalent to those set forth in this RFP.
 - d. The total number of government agencies for which the Proposer has provided services equivalent to those set forth in this RFP.
 3. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to the performance of public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspensions 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 Proposer has in any other firms or organizations, or whether Proposer's business is owned or controlled by any other firm or organization. If the Proposer 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 Project Team's qualifications and experience regarding the provision of services equivalent to those set forth in this RFP. The overview of qualifications and experience should include, at a minimum, all of the following items:
1. Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subcontractors that will be responsible for providing the Services set forth in this RFP.
 2. The number of staff members employed by the Proposer, and each subcontractor included in the Project Team, that currently provide services equivalent to those set forth in this RFP.

3. A detailed description of the Project Team's overall experience in providing services equivalent to those set forth in this RFP.
4. A detailed description of the Project Team's overall knowledge of the requirements pertaining to the provision of services equivalent to those set forth in this RFP.
5. A detailed description of the qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in this RFP, including, without limitation, job titles, responsibilities, training, licenses, certifications and résumés of all key personnel that will be responsible for providing the Services set forth in this RFP.

7.6 **Quality Assurance Capabilities:**

- A. **Description of Services.** Proposals shall include an overview of how the services provided by the Proposer will comply with the requirements, specifications and standards set forth in this RFP. The description of services portion of the Proposal should include, at a minimum, all of the following items:
 1. A description of each Project Team member's role and responsibilities regarding the provision of the Services set forth in this RFP.
 2. A detailed description of any Services set forth in this RFP that will not be included in the services provided by the Project Team and the reason for the exclusion of such Services.
 3. A description of any and all procedural techniques that the Project Team will utilize in order to add value to the Services set forth in this RFP.
- B. **Project Understanding and Quality Control.** Proposals shall include an overview of the Proposer's policies and procedures regarding quality control. The quality control overview should include, at a minimum, all of the following items:
 1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services set forth in this RFP.
 2. A detailed description of the management strategies that will be utilized by the Proposer in order to achieve the goals and objectives of the Project in an efficient and effective manner.
 3. A detailed description of the Proposer's ability to implement innovative management methods and techniques and identify opportunities for the use of such methods and techniques.
 4. A detailed description of the Proposer's subject matter expertise, and how such expertise will assure staff continuity and timely performance of the Services set forth in this RFP.
 5. A detailed description of the expected communication channels between the Proposer and the County to ensure that the Services set forth in this RFP will be performed to the County's satisfaction, including, without limitation, how potential problems will be resolved.

7.7 **References:**

- A. **Reference Data Sheet.** Proposals shall include a Reference Data Sheet, which is attached to this RFP as Attachment B – Data Reference Sheet and incorporated herein by reference and as if set forth in full, containing performance information from of a minimum of three (3) former clients, preferably government entities, to whom the Proposer has provided services equivalent to those set forth in this RFP within the past five (5) years.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the Services and requirements set forth in this RFP. Each reference must include, at a minimum, all of the following items:
1. The name, physical address, e-mail 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 services performed for, and the amount paid for the provision of such services by, each referenced client.
 4. A detailed description of how the services provided by the Proposer led to the accomplishment of each referenced client’s project objectives.
 5. A detailed description of the outcome of each referenced client’s project.
 6. A detailed description of all work products prepared for each referenced client that are comparable to the documents that will be prepared pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process.
 7. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer’s knowledge.

7.8 **Evidence of Insurability and Business Licenses:**

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement that is attached hereto as Attachment C – Sample Professional Services Agreement and incorporated herein by reference as if set forth in full. Upon the award of the final Professional Services Agreement, the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including, without limitation, a certified endorsement naming the County as an additional insured. However, Proposers should not purchase additional insurance until a final Professional Services Agreement has been awarded. In addition, Proposers shall certify the possession of all licenses and/or certifications required for the provision of the Services set forth in this RFP.

7.9 **Exceptions, Objections and Requested Changes:**

Proposers should carefully review the terms and conditions of this RFP, the sample Professional Services Agreement attached hereto and the sample Grant Agreement that is attached hereto as Attachment D – Sample Sustainable Groundwater Management Grant Agreement and incorporated herein by reference as if set forth in full. Any exceptions, objections or requested changes to this RFP, and/or the sample Professional Services and Grant Agreements attached hereto, shall be clearly

identified and explained in the Proposal with supporting rationale. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP and/or the sample Professional Services and Grant Agreements attached hereto. Protests based on any exception, objection or requested change to this RFP, and/or the sample Professional Services and Grant Agreements attached hereto, shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly identified and explained in the Proposal.

7.10 Required Attachments:

Proposals that do not contain each of the following required attachments will be considered nonresponsive and rejected by the County:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3 of this RFP)
- **Attachment 3 – Résumés for Key Personnel** (See Section 7.5(B)(5) of this RFP)
- **Attachment 2 – Reference Data Sheet** (See Section 7.7 of this RFP)

8.0 MODIFICATION AND CORRECTION OF PROPOSALS:

8.1 Requests for Clarification or Correction:

Proposers shall be responsible for meeting all of the requirements and specifications set forth in this RFP and the sample Professional Services and Grant Agreements attached hereto. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, a written request for clarification or correction should be immediately submitted to the County electronically at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services Division
Attention: Hank Seemann, Deputy Director
Email: hseemann@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFP process must be received by **5:00 p.m. PST on May 15, 2020**. All responses to requests for clarification or correction and written questions shall be issued by the County on or before **5:00 p.m. PST on May 22, 2020**.

8.2 Addenda:

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

9.0 EVALUATION CRITERIA AND SELECTION PROCESS:

After Proposals are received and opened in accordance with the requirements set forth herein, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the

Proposer possesses the qualifications necessary for the satisfactory performance of the Services set forth in this RFP. In evaluating the Proposals, 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** **25 points**
- **Understanding of Relevant Objectives and Requirements** **25 points**
- **Proposed Service Provision and Staffing Plans** **25 points**
- **Ability to Provide High-Quality, Cost-Effective Services** **25 points**

All Proposals will be evaluated by an RFP Evaluation Committee made up of County staff members and other parties that have expertise and/or experience in the types of services set forth in this RFP. The RFP Evaluation Committee may directly request clarification of Proposals from, and/or conduct interviews with, one (1) or more Proposers. The purpose of any such requests for clarification or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposals. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing. Any delay caused by a Proposer's failure to respond to direction from the County may lead to rejection of the Proposal.

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

All contacts made with the County during the evaluation and selection process shall be through Humboldt County Public Works Deputy Director, Hank Seemann (see Section 8.1 of this RFP for contact information). Attempts by a Proposer to contact any other representative of the County during the evaluation and selection process may lead to rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written complaint regarding this RFP process from the Proposer.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process.

Once the evaluation process set forth in this RFP has been completed, the County will notify the Proposers of the final rankings and negotiate the terms and conditions of the final Professional Services Agreement with the highest-ranking Proposer. The highest-ranking Proposer shall participate in good faith contract negotiations in accordance with direction from the County. Any delay caused by the Proposer's failure to participate in good faith contract negotiations may lead to rejection of the Proposal. The contract negotiation process shall include, without limitation, all of the following:

- A. **Draft Scope of Services and Service Schedule.** The highest-ranking Proposer will be asked to submit a draft scope of services and service schedule, within five (5) business days after receiving notification of the final rankings.
- B. **Scoping Meeting.** The highest-ranking Proposer may be asked to attend a scoping meeting within three (3) business days after submittal of the draft scope of services and service schedule to ensure that the Proposer has a full understanding of the terms and conditions of the Professional Services Agreement resulting from this RFP process. The scoping meeting will also provide the highest-ranking Proposer's Project Team with an opportunity to ask technical

questions regarding the Services that they will be expected to provide pursuant to the terms and conditions of the Professional Services Agreement.

- C. **Final Scope of Services and Service Schedule.** After further discussions with County staff regarding roles, responsibilities, tasks and work products, the highest-ranking Proposer will be asked to submit a final scope of services and service schedule which will be incorporated into the final Professional Services Agreement.
- D. **Cost Proposal.** The highest-ranking Proposer will be asked to submit a cost proposal based on specific rates of compensation for the services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement. In order for a cost proposal to be accepted by the County, all of the following conditions must be satisfied:
1. The cost proposal shall include an overall fee estimate for the services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement based on an itemized list of the costs for each task set forth in the final scope services. The cost proposal shall include, without limitation, staffing levels and hourly rates.
 2. The cost proposal shall include any and all supporting information requested by the County, including, without limitation, a separate cost proposal for each subcontractor that will be providing services pursuant to the terms and conditions of the final Professional Services Agreement.
 3. The maximum amount payable for the Services set forth in this RFP is currently estimated to be One Million and Four Hundred and Fifty Thousand Dollars (\$1,450,000.00). It should be noted that the actual costs will be based on the wage rates established in the final Professional Services Agreement. The final cost for the Services set forth in this RFP will be negotiated between the County and the highest-ranking Proposer.

10.2 Award of Professional Services Agreement:

If the County determines, after the completion of the contract negotiation process, to award a contract for the provision of the Services set forth in this RFP, a Professional Services Agreement shall be sent to the Successful Proposer for signature. Once signed copies have been returned to the County, the Professional Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Professional Services Agreement to the Proposer which, in the sole judgment thereof, best serves the County's interests. No Proposal shall be binding upon the County until a final Professional Services Agreement has been signed by duly authorized representatives of both the Successful Proposer and the County.

10.3 Contractual Requirements:

- A. **Term.** The final Professional Services Agreement resulting from this RFP process shall begin upon execution thereof. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Professional Services Agreement resulting from this RFP process based on the availability of funds.
- B. **Termination for Cause.** If, in the County's opinion, the Successful Proposer fails to adequately provide the agreed upon services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Professional Services Agreement

resulting from this RFP process, or violates any local, state or federal law, regulation or standard applicable to the performance thereof, the County may immediately terminate the Professional Services Agreement or reduce the amount of compensation to be paid to the Successful Proposer pursuant to the terms and conditions thereof.

- C. **Termination without Cause.** The County may terminate the final Professional Services Agreement resulting from this RFP process without cause upon thirty (30) days advance written notice to the Successful Proposer.
- D. **Termination due to Insufficient Funding.** The County's obligations under the final Professional Services Agreement resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate the final Professional Services Agreement resulting from this RFP process upon seven (7) days advance written notice.
- E. **General Reporting Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to provide the County with any and all reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable timeframes and accessibility requirements.
- F. **Preparation and Maintenance of Financial and Performance Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to prepare accurate and complete financial, performance and payroll records relating to the services provided thereunder, and to maintain and preserve said records for seven (7) years from the date of final payment under the final Professional Services Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- G. **Inspection of Financial and Performance Records.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to make any and all financial, performance and payroll records, documents and other evidence relating to the services provided thereunder available during normal business hours to inspection, audit and reproduction by the County and any other duly authorized local, state and/or federal agencies, including, without limitation, the California State Auditor's Office. Successful Proposers will also be required to allow interviews of any of its employees who might reasonably have information related to such records by the County and any other duly authorized local, state and/or federal agencies.
- H. **Project Monitoring.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the County, and any other duly authorized local, state and federal agencies, will have the right to monitor all activities related to the provision of the services required thereunder, including, without limitation, the right to review and monitor the Successful Proposer's records, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the Professional Services Agreement. The Successful Proposer will be required to cooperate with a corrective action plan, if deficiencies in its records, procedures or operations are identified by the County.

However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposer's performance.

- I. **Disclosure of Confidential Information.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to protect all confidential information obtained pursuant to the terms and conditions thereof in accordance with all applicable local, state and federal laws, regulations and standards.
- J. **Compliance with Anti-Discrimination Laws.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60, and any other applicable local, state and/or federal laws, regulations and standards.
- K. **Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the Professional Services Agreement if it is determined that the Successful Proposer falsified the certification or subsequently becomes a Nuclear Weapons Contractor.
- L. **Indemnification Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in the Professional Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- M. **Insurance Requirements.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile liability, workers' compensation and professional liability insurance policies. The Successful Proposer shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the Professional Services Agreement. In addition, the County may require additional insurance dependent upon the final scope of services that will be provided by the Successful Proposer.
- N. **Compliance with Applicable Laws, Regulations and Standards.** In connection with the execution of the final Professional Services Agreement resulting from this RFP process, the

Successful Proposer will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of the services required thereunder. In addition, the Successful Proposer will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.

- O. Assignment.** The final Professional Services Agreement resulting from this RFP process, and any amendments thereto, shall not be assignable by the Successful Proposer.

- P. Jurisdiction and Venue.** The final Professional Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the Professional Services Agreement 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.

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process at any time after the issuance of this RFP, but prior to the award of a final Professional Services Agreement, if the County determines, in its sole discretion, that cancellation is in the best interest of the County for reasons, including, without limitation, the following: the Services set forth in this RFP are no longer required; the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or the County determines, after review of the Proposals, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the preliminary scope of the services set forth in this RFP prior to the award of a final Professional Services Agreement, as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit the County to award a Professional Services Agreement for the provision of the Services set forth in this RFP or to pay any costs incurred in the preparation of any Proposals.

**REQUEST FOR PROPOSALS – RFP NO. 2020-251032-A
PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE
EEL RIVER VALLEY GROUNDWATER SUSTAINABILITY PLAN PROJECT**

**ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit with Proposal)**

| REQUEST FOR PROPOSALS – NO. 2020-251032-A SIGNATURE AFFIDAVIT | |
|--|--|
| NAME OF ORGANIZATION/AGENCY: | |
| STREET ADDRESS: | |
| CITY, STATE, ZIP | |
| CONTACT PERSON: | |
| PHONE #: | |
| FAX #: | |
| EMAIL: | |

The California Public Records Act, California Government Code Sections 6250, *et seq.*, defines 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 Proposal, 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 agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named agency and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. 2020-251032-A and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Title

Name

Date

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

**REQUEST FOR PROPOSALS – RFP NO. 2020-251032-A
PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE
EEL RIVER VALLEY GROUNDWATER SUSTAINABILITY PLAN PROJECT**

**ATTACHMENT B – REFERENCE DATA SHEET
(Submit with Proposal)**

| REFERENCE DATA SHEET | |
|--|---------------|
| 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. | |
| 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: | |

| | | |
|---|--|---------------|
| Applicant Tracking System Implementation Date: | | |
| 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 PROPOSALS – RFP NO. 2020-251032-A
PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE
EEL RIVER VALLEY GROUNDWATER SUSTAINABILITY PLAN PROJECT**

ATTACHMENT C – SAMPLE PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONSULTANT]
FOR FISCAL YEARS 2020-2021 THROUGH 2021-2022**

This Agreement, entered into this ____ day of _____, 20[___], 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 [Type of Organization (e.g. California corporation)], hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Environmental Services Division, has agreed to receive grant funding from the California Department of Water Resources (“DWR”) pursuant to Sustainable Groundwater Management Grant Agreement No. [Agreement No.], dated [_____] [___], 20[___] (“Sustainable Groundwater Management Agreement”); and

WHEREAS, CONSULTANT is intended to receive an allocation of grant funding from COUNTY pursuant to said Sustainable Groundwater Management Agreement (“Grant Funds”) for the provision of services pertaining to implementation of the Eel River Valley Groundwater Sustainability Plan and Monitoring Well Installation Project (“Project”) as set forth in the Sustainable Groundwater Management Agreement; and

WHEREAS, the parties acknowledge that COUNTY is relying on CONSULTANT’s performance hereunder in order for COUNTY to comply with its obligations under the Sustainable Groundwater Management Agreement; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the completion and administration of the Project.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND OBLIGATIONS OF CONSULTANT:

- A. Project Implementation. CONSULTANT shall utilize the Grant Funds to provide any and all services necessary to implement the Project in accordance with the terms, conditions, criteria and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget, Exhibit D – Billing Rate Schedule and Exhibit E – Sustainable Groundwater Management Agreement, which are attached hereto and incorporated herein by reference as if set forth in full. In utilizing such funding, CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the Grant Funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for authorizing disbursements and tracking expenditures of

Grant Funds.

- C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to implementation of the Project, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this Agreement.
- D. Project Access. CONSULTANT shall provide COUNTY, and any duly authorized representatives thereof, access to any and all documents, work sites and other areas associated with the Project that is needed to enable COUNTY to confirm CONSULTANT's compliance with the terms and conditions of this Agreement.
- E. Recognition of Grant Funding. CONSULTANT shall identify DWR as a support organization in any and all informational materials relating to implementation of the Project.

2. RIGHTS AND OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with information and administrative support necessary for CONSULTANT to complete the Project and comply with the terms and conditions of this Agreement.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations with respect to the Project. All correspondence pertaining to the performance of CONSULTANT's duties and obligations hereunder shall be submitted to COUNTY's representative in accordance with the notice requirements set forth herein.
- C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within two (2) weeks from the receipt thereof.
- D. Remedies. In the event CONSULTANT violates any provision of this Agreement that could potentially result in a violation of the Sustainable Groundwater Management Agreement, COUNTY may take any and all appropriate measures to prevent any such violation of the Sustainable Groundwater Management Agreement, or to mitigate any damages COUNTY could incur as a result thereof, including, without limitation, performing any services required hereunder. CONSULTANT shall be liable for any and all costs incurred by COUNTY in connection with any such violation of this Agreement or the Sustainable Groundwater Management Agreement.

3. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [REDACTED] [REDACTED], 20[REDACTED], unless sooner terminated or extended as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, upon written notice, if CONSULTANT fails to adequately perform its obligations hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law,

regulation or standard applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) calendar days advance written notice which states the effective date of the termination.
 - C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) calendar days advance written notice of its intent to terminate this Agreement due to insufficient funding.
 - D. Compensation upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.
5. REMITTANCE OF GRANT FUNDS:

- A. Maximum Amount Payable. COUNTY shall remit Grant Funds to CONSULTANT in an amount not to exceed a total sum of [REDACTED] Dollars (\$[REDACTED],[REDACTED].[REDACTED]) as full compensation for all services rendered, and eligible costs and expenses incurred, pursuant to the terms and conditions of this Agreement. CONSULTANT agrees to complete all of the activities, objectives and deliverables set forth in this Agreement for an amount not to exceed such maximum amount payable. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific costs applicable to this Agreement are set forth in Exhibit – A Sustainable Groundwater Management Agreement and Exhibit B – Work Plan, Schedule and Budget.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONSULTANT, or compensated by COUNTY, unless specifically authorized in writing by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. DISBURSEMENT OF GRANT FUNDS:

- A. Invoices. In order to receive disbursement of Grant Funds, CONSULTANT shall submit to COUNTY monthly invoices itemizing all work completed, and eligible costs and expenses incurred, pursuant to the terms and conditions of this Agreement within fifteen (15) calendar days after each month in which such services were provided. CONSULTANT shall submit a final invoice for payment with thirty (30) calendar days following completion of the Project, as set forth in Exhibit – A Sustainable Groundwater Management Agreement and Exhibit B – Work Plan, Schedule and Budget, or termination of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services Division

Attention: Hank Seemann, Deputy Director
dmonday@co.humboldt.ca.us

- B. Payment. Reimbursement for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made by COUNTY within thirty (30) calendar days after receipt of payment from DWR.
- C. Disbursement Requests. CONSULTANT hereby acknowledges that the eligible costs related to the Project are limited to those set forth in the applicable provisions of Exhibit B – Work Plan, Schedule and Budget and Exhibit E – Sustainable Groundwater Management Agreement. CONSULTANT shall not request a disbursement of Grant Funds for any cost until such cost has been incurred, and has been paid, or is due and payable, by CONSULTANT.
- D. Retention of Grant Funds. CONSULTANT acknowledges that COUNTY may withhold disbursement of any Grant Funds that may be necessary to satisfy the retention requirements set forth in the applicable provisions of Exhibit E – Sustainable Groundwater Management Agreement.
- E. Restrictions. Notwithstanding anything to the contrary, no disbursement of Grant Funds shall be required at any time, or in any manner, which:
1. Violates, or conflicts with, the Sustainable Groundwater Management Agreement or any local, state or federal laws, regulations or standards.
 2. Requires any rebates to the federal government pursuant to any applicable local, state or federal laws, regulations or standards.
 3. Results in the loss of the tax-free status of state bonds pursuant to any applicable local, state or federal laws, regulations or standards.
- F. Refunds. If COUNTY is required to refund any disbursement made pursuant to the terms and conditions of this Agreement to DWR, due to a violation of the Sustainable Groundwater Management Agreement by CONSULTANT, CONSULTANT shall refund to COUNTY such disbursement plus any interest or penalties required to be paid by COUNTY in connection with such refund.
- G. Matching Funds. CONSULTANT hereby acknowledges that it is required to obtain matching funds for the Project as set forth in the applicable provisions of Exhibit E – Sustainable Groundwater Management Agreement, if applicable.

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works – Environmental Services Division
Attention: Hank Seemann, Deputy Director
1106 Second Street
Eureka, California 95501

CONSULTANT: [Name of Consultant]

Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

8. REPORTS:

- A. General Reporting Requirements. CONSULTANT agrees to provide COUNTY with any and all reports that may be required by any local, state and federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.
- B. Quarterly Progress Reports. CONSULTANT shall submit to COUNTY quarterly progress reports no later than fifteen (15) days after the end of each calendar quarter. Failure to submit progress reports may be the basis for withholding payments until such reports are received. Any and all progress reports required hereunder shall be prepared in accordance with the applicable provisions of Exhibit B – Work Plan, Schedule and Budget and Exhibit E – Sustainable Groundwater Management Agreement and include, without limitation, all of the following:
1. A description of any and all services provided, meetings attended, milestones achieved, problems or scheduling issues encountered and costs incurred during the applicable reporting period.
 2. The current completion percentage and actual progress versus planned progress as set forth in Exhibit B – Work Plan, Schedule and Budget and Exhibit E – Sustainable Groundwater Management Agreement.
 3. A description of any and all schedule or budget modifications approved by COUNTY during the applicable reporting period.
 4. A description of any and all services, activities, meetings and milestones that are anticipated to be accomplished during the next reporting period.
 5. Supporting photographic documentation, as appropriate.
- C. Project Completion Report. CONSULTANT shall submit to COUNTY a Project completion report no later than sixty (60) days after completion of the Project as set forth in Exhibit B – Work Plan, Schedule and Budget and Exhibit E – Sustainable Groundwater Management Agreement. The Project completion report required hereunder shall be prepared in accordance with the applicable provisions of Exhibit B – Work Plan, Schedule and Budget and Exhibit E – Sustainable Groundwater Management Agreement and include, without limitation, all of the following:
1. A description of the activities, objectives and deliverables stated in Exhibit B – Work Plan, Schedule and Budget and Exhibit E – Sustainable Groundwater Management Agreement.
 2. A description of the services provided, activities performed, milestones achieved, problems encountered and costs and expenses incurred during implementation of the Project.
 3. A description of any and all schedule or budget modifications approved by COUNTY during implementation of the Project.

4. A description of any deviations in the actual work completed, and costs and expenses incurred, from the activities objectives and deliverables set forth in Exhibit B – Work Plan, Schedule and Budget and Exhibit E – Sustainable Groundwater Management Agreement.
5. Any final technical reports and studies, including, without limitation, as built drawings and final geodetic survey reports, produced or utilized in connection with the Project.
6. Any previously unsubmitted data collected pursuant to the terms and conditions of this Agreement.
7. A final schedule showing actual progress versus planned progress as set forth in Exhibit B – Work Plan, Schedule and Budget and Exhibit E – Sustainable Groundwater Management Agreement.
8. A description of the benefits derived from the Project which includes quantification of such benefits.
9. A certification from a registered civil engineer or geologist, as appropriate, that the Project was conducted in accordance with the applicable provisions of Exhibit B – Work Plan, Schedule and Budget and Exhibit E – Sustainable Groundwater Management Agreement.
10. A submittal schedule for any and all post-performance reports required to be prepared pursuant to the terms and conditions of this Agreement.
11. Supporting photographic documentation, as appropriate.

9. AUDIT AND RETENTION OF FINANCIAL AND PERFORMANCE RECORDS:

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for a minimum of seven (7) years after the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. General Audit and Examination Requirements. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations, inspections and/or audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided

pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. The party responsible for the deficiency shall pay the cost of the audit and the deficiency within thirty (30) days after receiving notice thereof. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed.

10. LOCAL, STATE AND FEDERAL INSPECTION RIGHTS:

CONSULTANT shall allow COUNTY, DWR and any other duly authorized local, state and federal agencies to inspect, examine and audit any and all records, documents, facilities and work sites maintained by CONSULTANT, and its subcontractors hereunder, at any time during normal business hours, for a period of at least seven (7) years after the date of final payment hereunder, in order to evaluate the quality, appropriateness and timeliness of the services provided pursuant to the terms and conditions of this Agreement. For purposes of this provision, "records" and "documents" include, without limitation, any and all physical and electronic records originated or prepared pursuant to CONSULTANT's performance hereunder, including, but not limited to, working papers, reports, financial records and books of account, subcontracts and any other documentation pertaining to the services provided pursuant to the terms and conditions of this Agreement. Upon request, at any time during the above-referenced seven (7) year period, CONSULTANT shall furnish any such record, or copy thereof, to COUNTY, DWR and any other duly authorized local, state and federal agencies.

11. LOCAL, STATE AND FEDERAL MONITORING:

CONSULTANT agrees that COUNTY, DWR and any other duly authorized local, state and federal agencies have the right to monitor any and all activities related hereto, including, without limitation, the right to review and monitor CONSULTANT's facilities, work sites, records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's facilities, work sites, records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

12. CONFIDENTIAL INFORMATION:

- A. Disclosure and Use of Confidential information. In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this Agreement in conformance with any and all applicable local, state and federal laws, regulations and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.
- C. Incorporation of Provisions. The foregoing provisions shall be included in all subcontracts relating to the services provided pursuant to the terms and conditions of this Agreement.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state and federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations (“C.F.R.”); and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations (“C.C.R.”), are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

14. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that 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 Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

15. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*) by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section

8355(a)(2), a Drug-Free Awareness Program which informs employees about:

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1. The dangers of drug abuse in the workplace;
 2. CONSULTANT's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

16. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all liabilities, including, without limitation, liability under the Sustainable Groundwater Management Agreement, claims, demands, losses, damages, expenses and costs of any kind or nature, including, but not limited to, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligent performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to any and all claims for damages related CONSULTANT's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

17. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers 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 against personal injury, death and property damage which may arise from, or in connection with, the activities performed pursuant to the terms

and conditions of this Agreement by CONSULTANT and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

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1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

OR

2. CONSULTANT will not drive an automobile in the performance of the services required hereunder. If CONSULTANT's responsibilities are changed in such a way that driving will be required during the performance of the services provided pursuant to the terms and conditions of this Agreement, CONSULTANT shall take out and maintain any and all appropriate Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
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 (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

OR

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 (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers. If CONSULTANT has no employees, the following certification may be filed in lieu of Workers' Compensation Insurance:

"I hereby agree to comply with the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with state law, throughout the term of this Agreement."

CONSULTANT: _____
[Name of Consultant] Date
[Job Title]

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed

with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds 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 requirements set forth herein. It is further understood that 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 (1) insured shall not operate to impair the rights of one (1) 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 (1) 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-insurance 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 shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
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. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) 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 any other available remedies, take out the necessary insurance and 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 the above-referenced aggregate limits.

- C. Insurance Notices. 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 requirements contained herein.

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

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

18. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

19. THIRD-PARTY BENEFICIARIES:

Notwithstanding anything to the contrary, the parties hereto do not in any way intend for any person or entity to acquire any rights as a third-party beneficiary of this Agreement.

20. WARRANTIES AND REPRESENTATIONS:

CONSULTANT hereby makes all of the warranties, representations, covenants and certifications that are otherwise made by COUNTY with respect to the Project, as set forth in the applicable provisions of Exhibit E – Sustainable Groundwater Management Agreement.

21. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. Licensure Requirements. CONSULTANT agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to its performance hereunder.
- C. Accessibility Requirements. CONSULTANT agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

- D. Conflict of Interest Requirements. CONSULTANT agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Prevailing Wage Requirements. CONSULTANT agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time. Current information regarding California's prevailing wage requirements can be obtained online at: <http://www.dir.ca.gov/lcp.asp>. and <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
- F. Competitive Bidding and Procurement Requirements. CONSULTANT agrees to comply with any and all applicable competitive bidding and procurement requirements set forth in the California Public Contract Code and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the California Department of General Services' State Contracting Manual, all as may be amended from time to time. Current information regarding California's public bidding and procurement requirements can be obtained online at: <http://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-ServicesResources-List-Folder/State-Contracting>.
- G. Environmental Quality Requirements. CONSULTANT agrees to comply with any and all applicable environmental quality requirements set forth in the California Environmental Quality Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the environmental quality guidelines set forth in 14 C.C.R. Sections 15000, *et seq.*, all as may be amended from time to time.
- H. Child Support Requirements. CONSULTANT agrees to comply with any and all applicable local, state and federal laws, regulations and standards relating to child and family support enforcement, including, without limitation, disclosure of information and compliance with earnings assignment orders, as set forth in California Family Code Sections 5200, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time. CONSULTANT hereby certifies that, to the best of its knowledge, it is currently complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- I. Intellectual Property Requirements. CONSULTANT agrees to comply with any and all applicable local, state and federal laws, regulations and standards relating to the protection of intellectual property rights. CONSULTANT hereby certifies that, to the best of its knowledge, it has the appropriate systems and controls in place to ensure that the Grant Funds received pursuant to the terms and conditions of this Agreement will not be used for the acquisition, operation and/or maintenance of computer software in violation of any applicable local, state or federal copyright laws, regulations or standards.
- J. Union Organizing Requirements. CONSULTANT agrees to comply with any and all applicable local, state and federal laws, regulations and standards relating to union organizing, including, without limitation, California Government Code Sections 16645, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time. CONSULTANT hereby certifies that it will not use any Grant Funds received pursuant to the terms and conditions of this Agreement to assist, promote or deter union

organizing. If CONSULTANT incurs any costs or makes any expenditure to assist, promote or deter union organizing, CONSULTANT shall maintain, and provide to the California Attorney General upon request, records sufficient to show that no reimbursement from local, state or federal funds has been sought for such costs.

22. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if 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.

23. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

24. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights, obligations or interests hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

26. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, administrators, legal representatives, successors and permitted assigns.

27. WAIVER OF DEFAULT:

The waiver of any breach of this Agreement by either party shall not be deemed a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Nor 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 repayment of, and CONSULTANT shall promptly refund, any Grant Funds disbursed to CONSULTANT which COUNTY determines were not expended in accordance with the terms of this Agreement.

28. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

29. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

30. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall make every reasonable attempt to resolve the problem within thirty (30) calendar days after becoming aware of the dispute. Each party agrees to cooperate with the other party in trying to reasonably resolve all disputes, including, if requested by either party, appointing senior representatives to meet and engage in good faith negotiations regarding resolution of the dispute. Senior representatives of the parties shall meet in person, at a mutually agreeable location in Humboldt County, within thirty (30) calendar days after receiving written notice of a dispute, unless otherwise agreed upon by the parties. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar local, state or federal law, regulation or rule of court. Each party further parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

31. JURISDICTION AND VENUE:

This Agreement 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.

32. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

33. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

34. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations

hereunder, the prevailing party in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, 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 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.

35. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section []() – Compensation upon Termination, Section [] – Audit and Retention of Financial and Performance Records, Section [] – Local, State and Federal Inspection Rights, Section [] – Confidential Information and Section [] – Indemnification shall survive the expiration or termination of this Agreement.

36. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

37. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

39. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

40. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the subject matter set forth herein. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

41. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of

which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signature shall constitute an original signature for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

42. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

1. *CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
2. *SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

[NAME OF CONSULTANT]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Thomas K. Mattson, Public Works Director
(Pursuant to the authority delegated by the Humboldt
County Board of Supervisors on [_____] [____],
20[___] [Item No. [___]-[___])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Project Budget
- Exhibit D – Billing Rate Schedule
- Exhibit E – Sustainable Groundwater Management Agreement

**REQUEST FOR PROPOSALS – RFP NO. 2020-251032-A
PROVISION OF PROFESSIONAL CONSULTING SERVICES FOR THE
EEL RIVER VALLEY GROUNDWATER SUSTAINABILITY PLAN PROJECT**

**ATTACHMENT D
SAMPLE SUSTAINABLE GROUNDWATER MANAGEMENT GRANT AGREEMENT**

[Attach latest version of the draft Sustainable Groundwater Management Grant Agreement with DWR]