



**REQUEST FOR QUALIFICATIONS
RFQ NO.: 18-502-ADA**

**For the Provision of Professional Design and
Project Management Services for the Garberville Mini-Complex**

**Humboldt County, California
Date Released: November 14, 2018**

Statements of Qualifications Due: December 11, 2018, 2:00 P.M.

**Humboldt County Administrative Office
825 Fifth Street, Room 112
Eureka, California 95501**

**REQUEST FOR QUALIFICATIONS – NO. 18-502-MBT
PROFESSIONAL DESIGN AND PROJECT MANAGEMENT SERVICES
GARBERVILLE MINI-COMPLEX**

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1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Qualifications.
- B. **Consultant.** As used herein, the term “Consultant” refers to any individual, agency, firm or company submitting a Statement of Qualifications in response to this Request for Qualifications.
- D. **Consultant Services Agreements.** As used herein the term “Consultant Services Agreements” refers to the contracts between the County and the Successful Consultant regarding the provision of on-call professional design and project management services.
- E. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the state of California, acting through its County Administrative Office – ADA Compliance Team.
- F. **Statement of Qualifications.** As used herein, the term “Statement of Qualifications” refers to the document or documents submitted by a Consultant in response to this Request for Qualifications.
- G. **Successful Consultant.** As used herein, the term “Successful Consultant” refers to the individuals, agencies, firms or companies that the County chooses to enter into final Consultant Services Agreements with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Qualifications have been successfully completed.

1.2 Abbreviations:

- A. **ADA.** As used herein, the abbreviation “ADA” refers to the Americans with Disabilities Act of 1990.
- B. **C.C.R.** As used herein, the abbreviation “C.C.R.” refers to the California Code of Regulations.
- C. **MEPs.** As used herein, Mechanical, Electrical and Plumbing.
- D. **PST.** As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- E. **RFQ.** As used herein, the abbreviation “RFQ” refers to this Request for Qualifications for the provision of on-call professional design and project management services to assist the County with the Humboldt County Americans with Disabilities Act Compliance Project.
- F. **SOQ.** As used herein, the abbreviation “SOQ” refers to a Statement of Qualifications submitted by a Consultant in response to this Request for Qualifications.

2.0 INTRODUCTION:

2.1 Overview:

The County of Humboldt through its County Administrative Office – ADA Compliance Team, is issuing this Request for Qualifications (“RFQ”) to retain experienced and qualified consulting firms to provide professional design and project management services to assist the County with the Garberville Mini-Complex Project. Such services shall include, without limitation, conducting field reviews and preparing design drawings, plans and specifications for the demolition of existing County owned buildings and construction of a new modular complex, parking lot, site utilities, and accessible paths of travel interconnecting site amenities.

Each Successful Consultant must have the ability to provide trained and experienced staff, and subconsultants as needed, to perform architectural, structural, civil and MEPs design (“design services”) and project management services equivalent to those set forth in this RFQ. Responses to this RFQ must be in the form of a Statement of Qualifications (“SOQ”).

2.2 Project Description:

Provide the County with a complete set of drawings, specifications and construction project management services for the demolition of two existing buildings and construction of a new modular mini-complex to be located at 715 Cedar Street, Garberville. Currently, there are two structures located on the parcel; a modular facility housing the Garberville branch of the Humboldt County Library and a wood framed structure housing the Second District Supervisor’s Office. Once the existing buildings have been demolished, it is the County’s intent to install new modular buildings on the property that will house the Garberville branch of the Humboldt County Library, the Garberville Sheriff’s Sub-Station, Second District Supervisor’s Office, and a multi-department conference room that can be utilized for a variety of purposes including, but not limited to, a meeting location for the Garberville Veterans and a Courtroom with a judge’s chamber for the Humboldt County Superior Court. The complex will have centralized public ADA accessible restrooms sized appropriately for the intended occupancy, private single user ADA compliant restrooms for the Sheriff’s Substation, new parking lot, site lighting, site improvements complete with fully accessible parking stalls and an accessible path of travel linking the public right of way to site amenities. Site utilities such as electrical, water, gas, and wastewater are also critical design elements to the project.

3.0 PRELIMINARY SCOPE OF SERVICES:

This section only presents a preliminary scope of services to generally communicate the County’s expectations for the provision of professional design and project management services by the Successful Consultant. Such requirements will be incorporated into the final Consultant Services Agreements between the County and the Successful Consultant.

3.1 Outline of Anticipated Services:

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare the SOQs that are submitted in response to this RFQ.

- A. **Professional Design Services.** The types of architectural design services that the Successful Consultant may be required to provide, without limitation, all of the following:

1. Preparation of architectural, structural, civil and MEPs design drawings, plans and specifications for the demolition of two existing buildings and construction of a new modular mini-complex to be located at 715 Cedar Street, Garberville. All architectural, structural, civil, and MEPs design drawings and plans and specifications shall be prepared in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, standards and guidelines, including, but not limited to, the applicable provisions of Title 24 of the California Code of Regulations (“C.C.R.”) Parts 2 and 10 and the federal ADA Accessibility Guidelines.

- B. Project Management Services.** The types of project management services that Successful Consultant may be required to provide pursuant to the terms and conditions of this RFQ, include, without limitation, responding to potential contractors regarding questions that arise during the construction bid process and preparing addendums to bid-related documents, if necessary.

3.2 **Project Development:**

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

4.0 **REQUIRED QUALIFICATIONS:**

4.1 **Eligibility Requirements:**

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

1. Familiarity with ADA accessibility requirements and other similar laws, regulations, policies, procedures, standards and guidelines, including, without limitation, the applicable provisions of 24 C.C.R. Parts 2 and 10 and the federal ADA Accessibility Guidelines.
2. Current relevant experience with planning, design, and engineering of governmental facilities in accordance with ADA accessibility requirements.
3. Ability to provide professional design and project management services equivalent to those set forth in this RFQ.
4. Good verbal and written communication skills.

- B. Required Personnel.** In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, Consultant must have personnel that are capable, competent and experienced in performing the types of professional design and project management services set forth herein with minimal instruction. The types of personnel that Consultant must have available include, without limitation, all of the following:

1. Project Manager that shall be responsible for coordinating the provision of architectural design and project management services pursuant to the terms and conditions of this

RFQ.

2. Resident Architects that shall be responsible for performing architectural design and planning services pursuant to the terms and conditions of this RFQ. Resident Architects shall be registered architects licensed in the State of California and have public ADA design and planning experience.
3. Office Architect that shall be responsible for providing, coordinating and scheduling architectural design and planning related services pursuant to the terms and conditions of this RFQ. Office Architects shall be registered architects licensed in the State of California and have public ADA design and planning experience.
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4. Resident Engineer that shall be responsible for performing any and all engineering services required pursuant to the terms and conditions of this RFQ. Resident Engineers shall be registered civil engineers licensed in the State of California and have public ADA design and planning experience.
5. Certified Accessibility Specialist (CASp) that shall be responsible for certifying that any and all design drawings and plans and specifications prepared pursuant to the terms and conditions of this RFQ are in compliance with all applicable ADA accessibility requirements and all other local, state and federal laws, regulations, policies, procedures, standards and guidelines. Certified Accessibility Specialist shall possess any and all licenses, certifications and accreditations necessary for the provision of such services and have public ADA design and planning experience.

4.2 Licensure, Certification and Accreditation Requirements:

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

5.0 SCHEDULE OF EVENTS:

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

EVENT	DATE
RFQ issued by County:	November 14, 2018
Pre-RFQ Conference – Non-Mandatory 715 Cedar Street, Garberville, CA	November 21, 2018, 3:00 p.m. PST
Deadline for Submission of Questions:	November 27, 2018

Deadline for Responses to Questions:	December 4, 2018
Deadline for SOQs to be Received:	December 11, 2018, 2:00 p.m. PST
Completion of Review and Evaluation Process:	December 18, 2018
Finalization of Consultant Services Agreements:	December 28, 2018
Recommendation of Award to Board of Supervisors:	January 8, 2019
Start Date of Consultant Services Agreements:	January 9, 2019

6.0 GENERAL INFORMATION REGARDING STATEMENTS OF QUALIFICATIONS:

6.1 Submission of Statements of Qualifications:

Consultant shall prepare and submit five (5) original SOQs and one (1) electronic copy thereof, in PDF format on a CD or DVD, by **2:00 p.m. PST**, on **December 11, 2018**. SOQs shall be signed by an authorized agent of the Consultant, and must be placed in a sealed envelope clearly marked “Statement of Qualification: American with Disabilities Act Accessibility” along with the name and address of the Consultant and the closing date and time for submission of SOQs. SOQs that are unsigned, or signed by an individual not authorized to bind the prospective consultant will be considered nonresponsive and rejected. SOQs shall be personally delivered or mailed to:

COUNTY: Humboldt County Administrative Office
 Attention: Travis I Smith, Project Manager
 825 Fifth Street, Room 112
 Eureka, California 95501

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

6.2 Withdrawal of Submitted Statements of Qualifications:

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

6.3 Modification of Submitted Statements of Qualifications:

Any Consultant who wishes to make modifications to a submitted SOQ must withdraw its initial SOQ as required by this RFQ. It is the responsibility of the Consultant to ensure that a modified SOQ is resubmitted before the designated deadline for submission of SOQs in accordance with the

terms of this RFQ. SOQs may not be changed or modified after the submission deadline.

6.4 Consultant Investigations:

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

6.5 Expenses Incurred in Preparing Statements of Qualifications:

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

6.6 Right of County to Reject Statements of Qualifications:

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

6.7 Public Records and Trade Secrets:

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

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

6.8 Conflict of Interest:

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

7.0 **REQUIRED FORMAT OF STATEMENTS OF QUALIFICATIONS:**

7.1 **General Instructions and Information:**

- A. **Content Requirements.** In order for SOQs to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, all of the following conditions must be satisfied:
1. SOQs must be submitted in accordance with the standards and specifications set forth in this RFQ and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
 2. SOQs must be complete and specific unto themselves. For example, “*See Enclosed Brochure*” will not be considered an acceptable response.
 3. SOQs must contain information which enables the County to evaluate the Consultant’s ability to provide the types of professional design and project management services set forth in this RFQ.
 4. All information, statements, letters and other documentation and attachments required by this RFQ must be included with the SOQ.
 5. Receipt of all Addenda to this RFQ, if any, must be acknowledged on the bottom of the RFQ Signature Affidavit sheet attached to this SOQ.
- B. **Presentation Requirements.** In order for SOQs to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, all of the following conditions must be satisfied:
1. SOQs must be bound or contained in loose leaf binders. However, costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.
 2. SOQs must be uniformly typed in twelve (12) point font on standard letter size (8.5” x 11”) white paper, single or double sided, with:
 - a. Each section and subsection clearly titled;
 - b. Each page consecutively numbered, including all attachments;
 - c. Each page having one inch (1”) margins; and
 - d. Each page being clean and suitable for copying.
 3. SOQs must not be any more than fifty (50) pages in length. SOQs exceeding such maximum page length may be rejected by County.
- C. **Formatting Requirements.** In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, SOQs shall follow the format outlined herein. Failure to follow this format may result in the rejection of the SOQ. Each SOQ shall consist

of the following sections:

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

7.2 Introductory Letter:

The introductory letter shall, in one page or less, summarize the Consultant's qualifications and experience regarding the provision of professional design and project management services equivalent to those set forth in this RFQ. The introductory letter must also provide the Consultant's current contact information, list any subconsultants that may be used to provide the professional design and project management services set forth in this RFQ and identify the offices where such services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Consultant.

7.3 Signature Affidavit:

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

7.4 Table of Contents:

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

7.5 Business Profile:

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

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

1. The Consultant's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship, and the Consultant's current staffing levels.
2. A detailed description of the Consultant's current and previous business activities, including, without limitation:

- a. The history of the Consultant's firm, including the date when the firm was founded and how innovation and high quality performance is fostered thereby.
 - b. The number of years the Consultant has been operating under the present business name, and any prior business names under which the Consultant has provided professional design and project management services equivalent to those set forth in this RFQ.
 - c. The number of years the Consultant has been providing professional design and project management services equivalent to those set forth in this RFQ.
 - d. The total number of government agencies for which the Consultant has provided professional design and project management services equivalent to those set forth in this RFQ.
3. A detailed description of any litigation regarding the provision of professional design and project management services equivalent to those set forth in this RFQ that has been brought by or against the Consultant, including the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Consultant has in any other firms or organizations, or whether the Consultant's firm is owned or controlled by any other firm or organization. If the Consultant does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

B. Overview of Qualifications and Experience. The business profile must include an overview of the Consultant's qualifications and experience regarding the provision of professional design and project management services equivalent to those set forth in this RFQ. The overview of the Consultant's qualifications and experience should include, at a minimum, all of the following items:

1. A detailed summary of the Consultant's overall experience regarding the provision of professional design and project management services equivalent to those set forth in this RFQ for public agencies.
2. A detailed description of the Consultant's knowledge of the ADA accessibility requirements and any other laws, regulations, policies, procedures standards and guidelines regarding accessibility to public facilities, including, without limitation, the applicable provisions of 24 C.C.R. Parts 2 and 10 and the federal ADA Accessibility Guidelines.
3. The number of staff and subconsultants that are currently providing professional design and project management services equivalent to those set forth in this RFQ.

4. A detailed summary of the qualifications and experience of staff members and subconsultants that are currently providing professional design and project management services equivalent to those set forth in this RFQ, including, without limitation, job titles, responsibilities, special training, licenses and certifications.

C. **Project Understanding and Quality Control.** The business profile must include an overview of the Consultant's policies and procedures regarding the quality control. The quality control overview should include, without limitation, all of the following:

1. A detailed description of the Consultant's understanding of the requirements, challenges and potential hurdles applicable to the provision of professional design and project management services equivalent to those set forth in this RFQ.
2. Identification of the Consultant's management team and other key personnel, including, without limitation, an organizational chart and resumès of each staff member that may provide professional design and project management services equivalent to those set forth in this RFQ pursuant to the terms and conditions of this RFQ.
3. A detailed description of the management strategies that will be utilized by the Consultant to achieve the goals and objectives of the Humboldt County Americans with Disabilities Act Compliance Project.
4. A detailed description of the Consultant's abilities to implement innovative management techniques and identify opportunities for the use of such techniques.
5. A detailed description of the Consultant's management expertise and approach, and how such expertise and approach will assure staff continuity and timely performance of professional design and project management services equivalent to those set forth in this RFQ pursuant to the terms and conditions of **this RFQ.**
6. A detailed description of the expected communication channels between the Consultant's staff and the County to ensure that professional design and project management services equivalent to those set forth in this RFQ will be performed to the County's satisfaction, including, without limitation, how potential problems will be solved.

7.6 **Documentation:**

SOQs shall include a detailed description of any and all reports, drawings, studies, invoices and any other pertinent documents that may be prepared and/or used to provide the professional design and project management services pursuant to the terms and conditions of this RFQ. Samples of each document described in the documentation section of the SOQ shall be attached thereto.

7.7 **References:**

- A. **Reference Data Sheet.** SOQs shall include a Reference Data Sheet, which is attached hereto as Attachment B, containing present and past performance information from a minimum of three (3) former clients, preferably government agencies, to whom the Consultant has provided professional design and project management services equivalent to those set forth in this RFQ within the past five (5) years.

B. Required Information. The performance information provided with each reference must be clearly correlated to the types of professional design and project management services and responsibilities set forth in this RFQ. Each reference must include, at a minimum, all of the following information:

1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
2. The dates of project commencement and completion for each referenced client.
3. A detailed description of the architectural design and project management services performed for each referenced client, including, without limitation, the time period in which such services were delivered to the referenced client.
4. A detailed description of how the provision of the professional design and project management services rendered by the Consultant led to accomplishment of each referenced client's project objectives.
5. A detailed description of the contract amount and outcome of each referenced client's project.
6. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Consultant's knowledge.

7.8 Evidence of Insurability and Business Licenses:

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

7.9 Exceptions, Objections and Requested Changes:

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

7.10 Required Attachments:

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

- **Attachment 1 – Signature Affidavit (See Section 7.3)**

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

8.0 EVALUATION CRITERIA AND REVIEW PROCESS:

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

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

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

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

All contacts made with the County during the evaluation process shall be through the Project Manager of the Humboldt County Administrative Office, Travis I. Smith (see Section 10.1 for contact information). Attempts by a Consultant to contact any other County representative during the evaluation process may lead to rejection of the SOQ. Conflict resolution shall be handled by County staff upon receiving a written statement from the Consultant about this RFQ process.

9.0 CONTRACT DEVELOPMENT:

9.1 Contract Negotiation Process:

Once the SOQ evaluation process has been completed, the County will notify the Consultants of the final rankings, and negotiate the terms and conditions of final Consultant Services Agreements with the highest-ranking Consultants. The highest-ranking Consultants shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by a Consultant's failure to participate in good faith contract negotiations may lead to rejection of the SOQ.

9.2 Scoping Meetings:

The highest-ranked Consultant will be asked to attend a scoping meeting within five (5) calendar days after receiving notification of the final rankings to ensure that the Consultant have a full understanding of the terms and conditions of the Consultant Services Agreement and the types of professional design and project management services that will be required pursuant to the RFQ. The scoping meeting will also provide the highest-ranked Consultants' Project Managers with an opportunity to ask technical questions regarding the types of professional design and project management services that they will be expected to provide.

9.3 Award of Consultant Services Agreements:

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

9.4 Contractual Requirements:

- A. Disclosure of Confidential Information.** During the performance of professional design and project management services equivalent to those set forth in this RFQ, the Successful Consultant may receive information that is confidential under local, state and/or federal law. The Successful Consultant will be required to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

- B. Compliance with Anti-Discrimination Laws.** In connection with the execution of any Consultant Services Agreements resulting from this RFQ process, the Successful Consultant will be required to 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 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time

to time.

- C. **Indemnification.** To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, the Successful Consultant will be required to hold harmless, defend and indemnify the County, its agents, officers, officials, employees and volunteers 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 Consultant's negligence, recklessness or willful misconduct in the performance of the professional design and project management services, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- D. **Insurance Requirements.** The Successful Consultant will be required to satisfy the insurance requirements set forth in the sample Consultant Services Agreement attached hereto. The Successful Consultant shall furnish the County with certificates and original endorsements effecting the required insurance coverage prior to the County's execution of final Consultant Services Agreement.
- E. **Assignment.** The final Consultant Services Agreements resulting from this RFQ process, shall not be assignable by the Successful Consultant without prior approval by the County.
- F. **Jurisdiction and Venue.** The final Consultant Services Agreement resulting from this RFQ process shall be governed in all respects by the laws of the State of California. Any disputes regarding the final Consultant 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 of Civil Procedure Sections 394 or 395.

10.0 MODIFICATION AND CORRECTION:

10.1 Requests for Clarification or Correction:

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

COUNTY: Humboldt County Administrative Office
Attention: Travis I Smith, Project Manager
825 Fifth Street, Room 112
Eureka, California 95501
Email: TSmith@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFQ must be received by the County before **5:00 p.m. PST on November 27, 2018**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **December 4, 2018**.

10.2 Addenda:

Any modifications to this RFQ shall be made by written Addenda. Addenda to this RFQ, if necessary, will be distributed via mail, email or facsimile to all Consultants by the County and will

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

11.0 CANCELLATION OF THE REQUEST FOR QUALIFICATIONS PROCESS:

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

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

**REQUEST FOR QUALIFICATIONS – NO. 18-502-ADA
 PROFESSIONAL DESIGN AND PROJECT MANAGAGEMENT SERVICES
 GARBERVILLE MINI-COMPLEX**

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

REQUEST FOR QUALIFICATIONS – NO. 18-502-ADA SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

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

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

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

Signature

Title

Name

Date

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

**REQUEST FOR QUALIFICATIONS – NO. 18-502-MBT
PROFESSIONAL DESIGN AND PROJECT MANAGAGEMENT SERVICES
GARBERVILLE MINI-COMPLEX**

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

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 QUALIFICATIONS – NO. 18-502-ADA
PROFESSIONAL DESIGN AND PROJECT MANAGEMENT SERVICES
GARBERVILLE MINI-COMPLEX**

ATTACHMENT C – SAMPLE CONSULTANT SERVICES AGREEMENT

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[CONSULTANT’S NAME]
PROJECT NAME: GARBERVILLE MINI-COMPLEX
PROJECT NUMBER: 18-502-ADA**

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 [Consultant’s Name], a [type of business], hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office- ADA Compliance Team desires to retain the services of CONSULTANT to provide the COUNTY with a complete set of drawings, specifications and construction project management services for the demolition of two existing buildings and construction of a new modular mini-complex to be located at 715 Cedar Street, Garberville.; and

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

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

WHEREAS, CONSULTANT has represented that it is qualified to perform said services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT agrees to furnish professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director or designee thereof, hereinafter referred to as “Director.”
- B. Additional Services. No additional services shall be performed by CONSULTANT prior to the execution of a written amendment to this Agreement and the issuance of a separate “Notice to Proceed” authorizing the performance of such additional services. Any amendments authorizing

the performance of additional services shall include a detailed description of such services, the dollar value thereof and the method by which such services shall be compensated.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with all background data necessary for CONSULTANT to complete the services required hereunder.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.
- C. Review of Submitted Materials. COUNTY shall thoroughly review all draft reports, sketches, proposals and other documents submitted by CONSULTANT. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within [_____] [()] calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin upon execution by both parties and remain in full force and effect for a period of [_____] () calendar days, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY shall have the right to cancel or terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. 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 terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation. In the event of any termination of this Agreement, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement.

5. COMPENSATION:

The maximum amount payable by COUNTY for services rendered, and expenses incurred, by CONSULTANT pursuant to the terms and conditions of this Agreement is [_____] Dollars

[(\$ _____)]. The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit C – Project Budget.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly progress reports and invoices which itemize all work completed as of the invoice date. All invoices submitted by CONSULTANT shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment not more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and expenses incurred hereunder shall be made within thirty (30) days after the receipt of approved invoices.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and 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: County of Humboldt
County Administrative Office
Attn: Travis I Smith
825 5th Street, Room 112
Eureka, CA 95501

CONSULTANT: [_____]
Attn: [_____]
[_____]
[_____]

8. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this 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. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state 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 duly authorized local, state or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements of the project shall be responsible for the deficiency and for the cost of the audit. 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 by COUNTY.

10. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In 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 in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT shall not 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classification protected by local, state or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it will abide by the 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, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

14. DRUG-FREE WORKPLACE:

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

- A. Drug-Free Policy. 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 the following:
 - 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 the terms of CONSULTANT's Drug-Free Policy as a condition of employment.

D. Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers, officials, employees and volunteers 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, CONSULTANT's negligence, recklessness or willful misconduct in the performance of the services required in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

16. 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 sufficient 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 provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term 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 of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, 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) combined single limit coverage. Such insurance shall include coverage of all owned, non-owned and hired vehicles. Said coverage shall 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) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.
4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. 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, its agents, officers, officials, employees and volunteers, are covered as additional insureds 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, 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, 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 provisions 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 insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, 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 or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.

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 provisions described herein.

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

County of Humboldt
 County Administrative Office
 Attn: Travis I Smith
 825 5th Street, Room 112
 Eureka, California, 95501

CONSULTANT: [_____]
 Attn: [_____]
 [_____]
 [_____]

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two independent contractors 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, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors.

18. THIRD PARTY BENEFICIARIES:

CONSULTANT shall require that all subcontractors hereunder agree to be bound by the terms and conditions of this Agreement as applicable. However, nothing in this provision shall operate to confer any rights, remedies, obligations or liabilities upon any third parties.

19. COMPLIANCE WITH APPLICABLE LAWS:

CONSULTANT agrees to comply with all local, state and federal laws and regulations applicable to the services covered by this Agreement. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. 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.

22. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT 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 CONSULTANT to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

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

24. NO WAIVER OF DEFAULT:

A. General Waivers. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

B. Payment. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default 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 funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

25. 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.

26. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this Agreement.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONSULTANT shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

30. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

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. ATTORNEY FEES:

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

33. SURVIVAL:

The duties and obligations of the parties set forth in Sections 4(D), 9, 11 and 15 shall survive the expiration or termination of this Agreement.

34. 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 paragraphs 1 through 39 of this Agreement, paragraphs 1 through 39 of this Agreement shall have priority.

35. 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 party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

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

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without 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, 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.

38. 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 its entirety any and

all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

39. 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.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

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

[CONSULTANT’S NAME]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Chair, Board of Supervisors

(SEAL)

ATTEST:

Clerk of the Board

By: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Risk Manager

Exhibit “A” – Scope of Services

Exhibit “B” – Project Schedule

Exhibit “C” – Project Budget

Exhibit “D” – Billing Rate Schedule

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
PROJECT SCHEDULE

EXHIBIT C
PROJECT BUDGET

EXHIBIT D
BILLING RATE SCHEDULE

**REQUEST FOR QUALIFICATIONS – NO. 18-502-ADA
PROFESSIONAL DESIGN AND PROJECT MANAGAGEMENT SERVICES
GARBERVILLE MINI-COMPLEX**

ATTACHMENT D – CONCEPTUAL SITE LAYOUT