



**REQUEST FOR QUALIFICATIONS:
(RFQ No. DPW2025-003)**

**Project Management / Owners Representative / Construction Administration Services
for a new Psychiatric Health Facility (PHF)
Project #170261**

Date Released: October 7, 2025

Statements of Qualifications Due: October 21, 2025 (Received by 5 p.m.)

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

**On behalf of:
Humboldt County Department of Health and Human Services
- Behavioral Health Division -**

REQUEST FOR QUALIFICATIONS – NO. DPW2025-003
PROJECT MANAGEMENT / OWNERS REPRESENTATIVE / CONSTRUCTION
ADMINISTRATION SERVICES
FOR A NEW PSYCHIATRIC HEALTH FACILITY PROJECT

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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, firm or company submitting a Statement of Qualifications in response to this Request for Qualifications.
- C. **Consultant Services Agreement.** As used herein, the term “Consultant Services Agreement” refers to the contract between the County and the Successful Consultant regarding the provision of the project management / owner’s representative / construction administration services.
- D. **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 – Facilities Management Division.
- E. **Project.** As used herein, the term “Project” refers to a new Psychiatric Health Facility Project.
- F. **Project Team.** As used herein, the term “Project Team” refers to the members of a Consultant’s staff, and all subconsultants, that will be responsible for providing the professional project management / owner’s representative / construction administration services set forth in this Request for Qualifications.
- G. **Statement of Qualifications.** As used herein, the term “Statement of Qualifications” refers to the document submitted by a Consultant in response to this Request for Qualifications.
- H. **Successful Consultant.** As used herein, the term “Successful Consultant” refers to the individual, firm or company that the County chooses to enter into a final Consultant Services Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Qualifications have been successfully completed.
- I. **Services.** As used herein, the term “Services” refers to specified professional project management / owner’s representative / construction administration services that are required to assist the County with the new Psychiatric Health Facility Project.

1.2 Abbreviations:

- A. **BHCIP.** As used herein, the abbreviation “BHCIP” refers to the Behavioral Health Continuum Infrastructure Program, a grant funding program administered by the State of California Department of Health Care Services.
- B. **DHCS.** As used herein, the abbreviation “DHCS” refers to the California Department of

Health Care Services.

- C. **PHF**. As used herein, the abbreviation “PHF” refers to a Psychiatric Health Facility. A Psychiatric Health Facility provides 24-hour inpatient care for people with mental health disorders and related conditions.
- D. **CSU**. As used herein the abbreviation “CSU” refers to a Crisis Stabilization Unit. A Crisis Stabilization Unit provides a service lasting less than 24 hours for individuals who are experiencing a behavioral health crisis requiring emergent stabilization that cannot wait until a regularly scheduled appointment.
- D. **RFQ**. As used herein, the abbreviation “RFQ” refers to this Request for Qualifications seeking consulting firms to provide professional project management / owner's representative / construction administration services to assist the County with a new Psychiatric Health Facility project.
- E. **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 **Statement of Purpose:**

The County of Humboldt (“County”), by and through its Public Works Department – Facilities Management Division, is issuing this request for Qualifications (“RFQ”) to retain an experienced and qualified consulting firm to provide professional project management / owner's representative / construction administration services (“Services”) for a new Psychiatric Health Facility Project (“Project”). The Successful Consultant will serve as the County's primary representative and lead project manager, providing comprehensive oversight and management of all project phases from current schematic design through commissioning, closeout, and warranty periods. Given the County's limited internal capital project management staffing, the Consultant will fill critical gaps, providing expert leadership, technical guidance, and administrative support to ensure the project's successful, on-time, and on-budget delivery, while adhering to all grant requirements, County policies, California Public Contract Code, and relevant regulations. The Successful Consultant must have the ability to provide trained and experienced personnel and staff to perform the Services set forth in this RFQ, which include, without limitation, project management services as an owner's representative through the design, construction and closeout processes. This RFQ is being issued specifically for the purposes of supporting the design and construction of the Project under the grant funding awarded to the County under the California Department of Health Care Services Behavioral Health Continuum Infrastructure Program (BHCIP).

2.2 **Project Background:**

The County has been awarded grant funding to design and construct a new stand-alone Behavioral Health building with provisions for a 16 beds Psychiatric Health Facility (PHF) and a +/- 4 bed Crisis Stabilization Unit (CSU) clients on County-owned land located on 5th Street between I & J Streets in Eureka, California. The new facility will include, at minimum, the following elements:

- Nurse's station

- Treatment spaces
- Examination rooms
- Pharmacy
- Kitchen and dining area
- Laundry, showers & bathrooms
- Community room
- Access to safe and secure outdoor space for patients
- Offices for Clinicians & RNs
- Offices for discharge planner, utilization review, medical

The site will be designed to include hardscape and landscaped exterior areas and site improvements including parking, fencing, stormwater mitigation and flatwork as necessary to construct a new facility for use by Behavioral Health staff and the public.

The project will be a fully sprinklered building and may include, without limitation, all of the following: concrete; masonry; metals; carpentry; casework; thermal and moisture protection; doors and windows; finishes; specialties; elevator; lab furnishings and equipment (as determined by staff and design team); electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security systems; site improvements; fencing; site utilities; supplemental photovoltaic (solar) power and storage; emergency power; and fire protection systems.

2.3 Process Overview:

Information received as part of the Statements of Qualification (“SOQ”) submitted in response to this RFQ shall be objectively evaluated to identify the Consultant that is best qualified to provide the Services set forth in this RFQ. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFQ, a Consultant Services Agreement pertaining to the provision of Services set forth in this RFQ will be awarded to the Successful Consultant. The final Consultant Services Agreement will have a term of forty-eight (48) months unless, prior to its expiration, such term is extended through written amendment to the Consultant Services Agreement. The maximum total amount payable by the County pursuant to the terms and conditions of the Consultant Services Agreement for Services described in this RFQ is currently estimated at One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00).

3.0 PRELIMINARY SCOPE OF SERVICES:

3.1 Outline of Anticipated Services:

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare SOQs submitted in response to this RFQ. The precise scope of services that will be incorporated into the final Consultant Services Agreement shall be the subject of negotiations between the County and the Successful Consultant. Below are the five anticipated phases of work, described in more detail in Attachment A.

Phase 1: Project Initiation & Setup

Phase 2: Design Phase Management (SD – 100% CD)

Phase 3: Pre-Construction

Phase 4: Construction Management & Administration

Phase 5: Closeout & Post-Construction

The Consultant will act as the County’s primary representative and project lead, providing comprehensive oversight from late schematic design through closeout and warranty. Please refer to

Attachment A for a detailed preliminary scope of services.

3.2 Project Development:

The County expects that the Successful Consultant will maintain timely and regular communication with the County throughout the term of the Consultant Services Agreement in order to plan and organize information, including, without limitation, participating in regular planning and coordination meetings, providing monthly written updates and providing drafts of work to provide as progress reports to grant funders.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

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

1. At least five (5) years of experience in providing services equivalent to those set forth in this RFQ.
2. At least three (2) behavioral health projects constructed within the past ten (10) years.
3. Specific knowledge of regulatory processes, applicable to public projects in California, including local, state, and federal laws, regulations, CEQA compliance, prevailing wage requirements under the California Labor Code and other standards and best practices applicable to the Services set forth in this RFQ.
4. Familiarity and experience in construction of Psychiatric Health Facilities (PHF), Acute Psychiatric Hospitals, or related mental health facilities and the applicable regulations pertaining thereto, including but not limited to the California Department of Health Care Access & Information (HCAi, formerly known as OSHPD), the California Department of Health Care Services (DHCS), the California Building Code (CBC), the National Fire Protection Association (NFPA), and other applicable regulations as required to satisfy the requirements of the grant opportunity this RFQ is associated with.
5. Knowledge of current construction practices and techniques, including, without limitation, the ability to review construction plans and specifications for constructability, cost estimating and scheduling projections.
6. Proficiency with current industry-standard project management tools, software, standard methods, techniques and practices used in the management of construction of public works projects in the State of California.
7. Excellent verbal and written communication skills.

B. **Required Personnel.** In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, Consultants must have personnel that are capable, competent and experienced in performing the Services set forth herein with minimal instruction.

1. The Consultant will assign a qualified Project Manager to serve as the primary point of contact with the County.
 - a. The Project Manager shall have a minimum of five years of direct experience managing public sector capital projects of comparable scale and complexity.
2. The Consultant's proposed team includes sufficient staff and subject matter expertise to provide cost control, scheduling, constructability review, contract administration and other services as set forth in this RFQ

4.2 Licensure, Certification and Accreditation Requirements:

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

1. It is strongly preferred that the designated Project Manager holds one or more of the following professional certifications:
 - Certified Construction Manager (CCM), issued by the Construction Management Association of America (CMAA).
 - Project Management Professional (PMP), issued by the Project Management Institute (PMI).
 - Design-Build Institute of America (DBIA) Professional Certification.
 - AACE International certifications such as Certified Cost Professional (CCP) or Planning & Scheduling Professional (PSP).
 - Professional Engineer (PE) license or Registered Architect (RA) in the State of California.

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 the County:	October 7, 2025
Deadline for Submission of Questions:	October 14, 2025
Deadline for Responses to Questions:	October 17, 2025
Deadline for SOQs to be Received:	October 21, 2025, 5:00 p.m. PST
Consultant Interviews (if necessary - virtual):	TBD
Completion of Review and Evaluation Process:	October 24, 2025
Finalization of Consultant Services Agreement:	October 31, 2025 (Tentative)
Recommendation of Award to Board of Supervisors:	November 4, 2025 (Tentative)
Start Date of Consultant Services Agreement:	November 10, 2025 (Tentative)

6.0 GENERAL INFORMATION REGARDING STATEMENTS OF QUALIFICATIONS:

6.1 Submission of Statements of Qualifications:

Consultants shall prepare and submit an electronic copy of their SOQ in PDF format and delivered via email by **5:00 p.m. PST, on October 21, 2025**. SOQs shall be signed by an authorized agent of the Consultant. SOQs that are not signed by an individual authorized to bind the Consultant will be rejected. SOQs shall be emailed to:

COUNTY: Humboldt County Department of Public Works
Attention: Jake Johnson, Interim Deputy Director
jbjohnson@co.humboldt.ca.us
707-268-2665

SOQs submitted to any other email address will be rejected. Time is of the essence, and any SOQs received after the above-referenced date and time for submittal will be rejected. It is the sole responsibility of the Consultant to ensure that its SOQ is received before the submittal deadline. 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 via email of withdrawal signed by the consultant or an authorized representative thereof. 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 the Services 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 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.

6.6 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 a 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.

6.7 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.

6.8 Right 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.

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, 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 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 Signature Affidavit sheet attached to the SOQ.

- B. Presentation Requirements.** In order for SOQs to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, 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 eight and one-half (8.5) by eleven (11) inch 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 (1) inch margins; and
 - d. Each page being clean and suitable for copying.
 3. SOQs must not be any more than seventy-five (75) pages in length inclusive of cover page, table of contents and section separators. SOQs exceeding such maximum page length may be rejected by the County.
- C. Formatting Requirements.** In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, SOQs shall include all of the sections set forth below. Failure to follow this format may result in the rejection of the SOQ.

- 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 Supplemental Documentation
- 8.0 Evidence of Insurability and Business Licenses
- 9.0 Exceptions, Objections and Requested Changes
- 10.0 Required Attachments

7.2 Introductory Letter:

The introductory letter shall, in one (1) page or less, summarize Consultant's qualifications and experience regarding the provision of the Services set forth in this RFQ. The introductory letter must provide the Consultant's current contact information, list any subconsultants that may be used to provide the Services set forth in this RFQ and identify 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 C – 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 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 10.0 listed above and any subsections thereof with sequential page numbers.

7.5 Business Profile:

SOQs shall include a clear and concise narrative which identifies the ability of the Consultant to provide the 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 and 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 services equivalent to those set forth in this RFQ.
 - c. The number of years the Consultant has been providing services equivalent to those set forth in this RFQ.
 - d. The total number of government agencies for which the Consultant has provided services equivalent to those set forth in this RFQ.
3. A detailed description of any litigation regarding the provision of 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 Project Team's qualifications and experience regarding the provision of services equivalent to those set forth in this RFQ. 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 subconsultants that will be responsible for providing Services set forth in this RFQ.
2. The number of staff members employed by each subconsultant included in the Project Team that are currently providing services equivalent to those set forth in this RFQ.
3. A detailed description of the Project Team's overall experience in providing services equivalent to those set forth in this RFQ.
4. 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 RFQ, including, without limitation, job titles, responsibilities, special training, certifications and/or licenses.
5. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFQ that has been brought by or against any subconsultant, including the nature and result of such litigation, if applicable.
6. A detailed description of any fraud convictions related to public contracts, if applicable.
7. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
8. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.

7.6 Quality Assurance Capabilities:

- A. Description of Services.** SOQs shall include an overview of how the Services provided by the Project Team will comply with the requirements set forth in this RFQ and the sample Consultant Services Agreement attached hereto. The description of services portion of the SOQ should include, at a minimum, all of the following items:
1. A detailed description of each Project Team member's role and responsibilities regarding the provision of the Services set forth in this RFQ.
 2. A detailed description of any Services set forth in this RFQ that will not be included in the Services provided by the Project Team and the reason for the exclusion thereof.
 3. A detailed 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 RFQ.

B. Project Understanding and Quality Control. SOQs must include an overview of the Consultant'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 Consultant's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services set forth in this RFQ.
2. A detailed description of the quality control strategies that will be utilized by the Consultant to achieve the goals and objectives of the project in an efficient manner.
3. A detailed description of the Consultant's management expertise and approach, and how such expertise and approach will assure staff and Project Team continuity and timely provision of the Services set forth in this RFQ pursuant to the terms and conditions of a final Consultant Services Agreement.
4. A detailed description of the expected communication channels between the Consultant's staff and the County to ensure that the Services set forth in this RFQ will be performed to the County's satisfaction, including, without limitation, how potential problems will be resolved.

7.7 References:

A. Reference Data Sheet. SOQs shall include a minimum of three (3) Reference Data Sheets, which is attached hereto as Attachment C – Data Reference Sheet and incorporated herein by reference as if set forth in full, containing present and past performance information from a minimum of three (3) and maximum of five (5) former clients, preferably government agencies, to whom the Consultant has provided services equivalent to those set forth in this RFQ within the past five (5) years.

B. Required Information. The information provided with each reference must be clearly correlated to the 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 services performed for each referenced client, including, without limitation, the time period in which such services were delivered.
4. A detailed description of how the services provided by the Consultant led to accomplishment of each referenced client's project objectives.
5. Project details including the initial construction budget amount and final construction cost (including all change orders) of each referenced client's project.
6. A detailed description of the project, including building area, construction type, project

site & setting (urban, suburban or rural), and any other pertinent details. A separate sheet including this information and images of the work may be included.

7. 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 Supplemental Documentation:

SOQs shall include a detailed description of any and all reports, schedules, studies, invoices and any other pertinent documents or project management tools, that may be prepared and/or used to provide the Services set forth in this RFQ pursuant to the terms and conditions of a final Consultant Services Agreement. Examples of each document described in the documentation section of the SOQ may be attached thereto.

7.9 Evidence of Insurability and Business Licenses:

All Consultants shall submit evidence of eligibility for all insurances required by the sample Consultant Services Agreement that is attached hereto as Attachment D – Sample Consultant Services Agreement and incorporated herein by reference as if set forth in full. Upon the award of a final Consultant Services Agreement, 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, Consultants should not purchase additional insurance until a final Consultant Services Agreement has been awarded by the County. In addition, all Consultants shall certify the possession of any and all licenses and/or certifications required for the provision of the Services set forth in this RFQ.

7.10 Exceptions, Objections and Requested Changes:

Consultants should carefully review the terms and conditions of this RFQ. Any exceptions, objections or requested changes to this RFQ, and/or the sample Consultant Services Agreement attached hereto, shall be clearly 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 and/or the sample Consultant Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFQ, and/or sample Consultant Services Agreement attached hereto, shall be considered waived and invalid by the County if the exception, objection or requested change is not clearly explained in the SOQ.

7.11 Required Attachments:

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

- **Signature Affidavit** (See Section 7.3)
- **Reference Data Sheets** (See Section 7.7)
- **Supplemental Documentation** (See Section 7.8)

Please format your SOQ according to the sections listed in section 7.1.C. The Signature Affidavit and Reference Data Sheet need to use the forms as provided as attachments to the RFQ. The Supplemental Documentation section needs to be included as stipulated in the RFQ but does not have a preset format. Consultants are encouraged to highlight documents in the Supplemental

Documentation section that are unique to their practice or particularly relevant to the management and completion of the Project.

8.0 MODIFICATION AND CORRECTION:

8.1 Requests for Clarification or Correction:

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

COUNTY: Humboldt County Department of Public Works – Facilities Management Division
Attention: Jake Johnson, Interim Deputy Director
1106 Second Street
Eureka, California 95501
Email: jbjohnson@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 October 14, 2025**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **October 17, 2025**.

8.2 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, if possible. 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.

9.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After SOQs are received and opened pursuant to requirements set forth herein, 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 the Services 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 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 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 the Services 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 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 shall put such clarifications in writing. Any delay caused by a Consultant's failure to respond to direction from the County may lead to 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 a final Consultant Services Agreement, 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 and selection process shall be through Humboldt County Public Works Interim Deputy Director, Jake Johnson (see Section 8.1 for contact information). Attempts by a Consultant to contact any other representative of the County during the evaluation and selection 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.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process:

Once the evaluation and selection process set forth in this RFQ has been completed, the County will notify the Consultants of the final rankings, and negotiate the terms and conditions of the final Consultant Services Agreement with the highest-ranking Consultant. The highest-ranking Consultant shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by the Consultant'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. **Scope of Services and Project Schedule.** The highest-ranking Consultant will be asked to submit a proposed scope of services and project schedule within three (3) business days after receiving notification of the final rankings. After further discussion with County staff regarding roles, responsibilities, tasks and work products, the final scope of services and project schedule will be incorporated into the final Consultant Services Agreement resulting from this RFQ process.
- B. **Cost Proposal.** The highest-ranking Consultant will also be asked to submit a cost proposal for the provision of Services equivalent to those set forth in this RFQ. 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 a lump sum fee structure that is organized into clearly defined tasks covering all necessary and anticipated services to be provided by the Consultant for the Services described in Attachment A of this RFQ. The cost proposal shall include an itemized list of the costs for each project task set forth in the proposed

scope of services, including, without limitation, staffing levels and hourly rates that may be applicable to additional services.

2. The maximum amount payable for the provision of Phase 1 Services equivalent to those set forth in this RFQ is currently estimated at One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00). The final cost for the provision of Services equivalent to those set forth in this RFQ will be negotiated between the County and the highest-ranking Consultant.

- C. **Scoping Review Meeting.** The highest-ranking Consultant will be asked to attend a virtual scoping review meeting within three (3) business days after receiving notification of the final rankings to review the proposed scope of services, project schedule and cost proposal to ensure that the Consultant has a full understanding of the terms, conditions and requirements that will be included in the final Consultant Services Agreement resulting from this RFQ process. The Scoping meeting will also provide the highest-ranking Consultant with an opportunity to ask technical questions regarding the Services that it will be required to provide pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFQ process.

10.2 **Award of Consultant Services Agreement:**

If the County determines, after the completion of the contract negotiation process, to award a contract for the provision of the Services equivalent to those set forth in this RFQ, the final Consultant Services Agreement shall be sent to the Successful Consultant for signature. Once a signed copy has been returned to the County along with insurance certificates satisfying the requirements of the agreement, the final Consultant 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 Consultant Services Agreement to the Consultant which, in the sole judgment of the County, meets the County's objective of completing the Project in a timely and effective manner. No Proposal shall be binding upon the County until a final Consultant Services Agreement is signed by duly authorized representatives of both the Successful Consultant and the County.

10.3 **Contractual Requirements:**

- A. **Term.** The final Consultant Services Agreement resulting from this RFQ process is anticipated to begin in October, 2025 and shall remain in full force and effect for a period of 48 months, unless sooner terminated or extended as set forth therein. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Consultant Services Agreement resulting from this RFQ process, via duly executed amendments thereto, based on the availability of funds.
- B. **Termination for Cause.** If, in the County's opinion, the Successful Consultant 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 Consultant Services Agreement resulting from this RFQ process, or violates any local, state or federal law, regulation or standard applicable to its performance thereunder, the County may immediately terminate the Consultant Services Agreement or reduce the amount of compensation to be paid to the Successful Consultant pursuant to the terms and conditions thereof.
- C. **Termination without Cause.** The County may terminate the final Consultant Services

Agreement resulting from this RFQ process without cause upon thirty (30) days advance written notice.

- D. **Termination due to Insufficient Funding.** The County's obligations under the final Consultant Services Agreement resulting from this RFQ 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 Consultant Services Agreement resulting from this RFQ process upon seven (7) days advance written notice.
- E. **General Reporting Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant 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 Consultant Services Agreement resulting from this RFQ 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 local, state and federal timeframes and accessibility requirements.
- F. **Preparation and Maintenance of Performance and Financial Records.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to prepare accurate and complete, performance and financial records, documents and other evidence relating to the provision of Services equivalent to those set forth herein, and to maintain and preserve said records for at least three (3) years from the date of final payment under the final Consultant Services Agreement, or as otherwise required by any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards, 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 Performance and Financial Records.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to make any and all, performance and financial records, documents and other evidence relating to the provision of Services equivalent to those set forth herein 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 Department of Public Health and the California State Auditor's Office. The Successful Consultant 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 Consultant Services Agreement resulting from this RFQ process, the County will have the right to monitor any and all activities related to the provision of Services equivalent to those set forth herein, including, without limitation the right to review and monitor the Successful Consultant's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the final Consultant Services Agreement. The Successful Consultant shall be required to cooperate with a corrective action plan, if deficiencies in its records, policies, procedures or business operations are identified by the County. However, the County shall in no way be responsible, or held accountable, for overseeing or evaluating

the adequacy of the Successful Consultant's performance.

- I. **Disclosure of Confidential Information.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to protect any and all confidential information obtained pursuant to the terms and conditions thereof in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards.
- J. **Non-Discrimination Compliance.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant 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; 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; 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 or federal laws, regulations and standards, all as may be amended from time to time.
- K. **Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant 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 final Consultant Services Agreement resulting from this RFQ process if it is determined that the Successful Consultant falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- L. **Indemnification Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, 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 Services required pursuant to the terms and conditions of the final Consultant 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 Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies. The Successful Consultant shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the final Consultant Services Agreement resulting from this RFQ process.
- N. **Compliance with Applicable Laws and Licensure Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to comply with any and all local, state and federal laws, regulations, policies, procedures, guidelines and standards applicable to the provision of

Services equivalent to those set forth herein. In addition, the Successful Consultant will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.

- O. Prevailing Wage Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant, and its subconsultants, shall be responsible for complying with any and all applicable local, state and federal wage requirements, including, without limitation the prevailing wage requirements set forth in California Labor Code, Sections 1770, *et seq.* California State Prevailing Wage information is available at the following California Department of Industrial Relations websites:
- http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
 - <http://www.dir.ca.gov/oprl/DPreWageDetermination.html>
- P. 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 related to the terms and conditions of the final Consultant Services Agreement resulting from this RFQ process 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.
- Q. Assignment.** The final Consultant Services Agreement resulting from this RFQ process shall not be assignable by the Successful Consultant without prior approval from the County.

11.0 CANCELLATION OF THE RFQ PROCESS:

The County hereby reserves the right to cancel this RFQ process at any time after the issuance of this RFQ, but prior to the award of a final Consultant Services Agreement, if the County determines, in its sole discretion, that cancellation is in the County's best interests for reasons, including, but not limited to, the following: the Services set forth in this RFQ are no longer required; the SOQs did not independently arrive in open competition, were collusive or were not submitted in good faith; or the County determines, after review and evaluation of the SOQs, 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 services set forth in this RFQ prior to the award of a final Consultant Services Agreement, as necessity may dictate, and to reject any and all SOQs received in response hereto. This RFQ does not commit the County to award a Consultant Services Agreement for the provision of the Services set forth in this RFQ or to pay any costs incurred in the preparation of any SOQs.

END OF RFQ - ATTACHMENTS TO RFQ BEGIN NEXT PAGE

**REQUEST FOR QUALIFICATIONS – NO. DPW2025-003
PROJECT MANAGEMENT / OWNERS REPRESENTATIVE / CONSTRUCTION
ADMINISTRATION SERVICES
FOR A NEW PSYCHIATRIC HEALTH FACILITY PROJECT**

**ATTACHMENT A –
PRELIMINARY SCOPE OF SERVICES**

Project Overview:

The project entails the design and construction of a new 22,000 square foot, two-story, Type I-B fully sprinklered and fire-alarmed mental health facility. This facility will replace the aging Sempervirens PHF and CSU, providing a 16-bed Psychiatric Health Facility (with separate accommodations for youth and adults) and a 4-patient Crisis Stabilization Unit. The new facility is critical for ensuring the continued availability of inpatient psychiatric services in Humboldt County due to the existing facility's deteriorated condition, licensing risks, and seismic concerns. The project design team has partially completed the Schematic Design phase. The total project budget minus contingencies is approximately \$38.5M, with an estimated hard construction cost of \$28-30M. The project delivery method is currently planned to be CM at Risk. The facility must be operational by January 1, 2030.

Role of the Project Manager / Owner's Representative / Construction Administrator ("Consultant"):

The Consultant will serve as the County's primary representative and lead project manager, providing comprehensive oversight and management of all project phases from current schematic design through commissioning, closeout, and warranty periods. Given the County's limited internal capital project management staffing, the Consultant will fill critical gaps, providing expert leadership, technical guidance, and administrative support to ensure the project's successful, on-time, and on-budget delivery, while adhering to all grant requirements, County policies, California Public Contract Code, and relevant regulations.

Phase 1: Project Initiation & Setup

Schematic Design is partially complete. Consultant shall familiarize themselves with County's project team and the current status of the project.

1.1 Project Documentation & Information Transfer:

- Review all existing project documentation, including the BHCIP Grant application and award documents, existing Schematic Design documents, existing studies, reports, and preliminary designs.
- Review the historical context, project drivers, and key decisions made to date.
- Establish and maintain a centralized project file system (digital and/or physical as required by the County) for all project-related documents, communications, and data.

1.2 Stakeholder Engagement & Communication Protocol:

- Familiarize with and establish working relationships with all key County stakeholders: Department of Health and Human Services (DHHS), Public Works, CAO, County Counsel, Risk Management and County's Design Team.
- Familiarize with and assist County with BHCIP grant management and reporting requirements as needed.

- Develop a comprehensive project communication plan, defining reporting lines, meeting cadences, distribution lists, and escalation procedures for various stakeholder groups.
- Facilitate initial project team meetings to align on goals, roles, and responsibilities.
- Coordinate with the City of Eureka and manage interactions with community interest groups as necessary and as directed by County staff.

1.3 County Policy & Procedure Integration:

- Thoroughly review and understand the County's specific procurement policies, legal and State code requirements, and financial approval processes.
- Advise the County on the implementation of CM at Risk delivery method, particularly regarding necessary Board of Supervisors approvals for this alternative procurement process.
- Assist the County in preparing and presenting necessary resolutions and reports to the Board of Supervisors for project approvals.

1.4 Team Assembly & Resource Assessment:

- Assess the County's current internal project management, legal, finance, and facilities resources to identify any remaining gaps the Consultant will need to comprehensively fill.
- Assist the County in the selection and onboarding of any additional third-party consultants (e.g., specialized technical consultants, peer reviewers, commissioning agent, special inspectors) as required. These team members shall fall under the scope of the Consultant or may be retained directly by the County with assistance of Consultant.

Phase 2: Design Phase Management (Current SD to 100% CD)

Consultant shall actively manage the design development, ensuring constructability, budget adherence, and regulatory compliance.

2.1 Design Team Management & Coordination:

- Serve as the primary point of contact between the County and the Architect/Engineer (A/E) design team.
- Manage the A/E's scope, schedule, and budget, ensuring deliverables are submitted on time and to the required quality.
- Facilitate regular design review meetings with County stakeholders (DHHS, Public Works - Facilities Management) to gather input, address concerns, and obtain necessary approvals.
- Ensure that the design incorporates the specific needs of a mental health facility, including safety, security, patient flow, and the unique second-floor outdoor patient area.
- Coordinate all necessary design reviews and approvals with relevant state entities, given the project is grant-funded through the California BHCIP Round 1 Bond.

2.2 Budget & Cost Control (Design Phase):

- Continuously monitor the design against the established project budget (\$45M total, \$28M hard construction cost).
- Work with the A/E team to implement value engineering strategies as appropriate to maintain budget adherence without compromising functionality or quality. **Note:** Quality in design and construction is a primary goal of the County to ensure facility maintenance costs are low throughout the life of the facility.
- Review A/E invoices against contract terms for County approval.

- Prepare regular financial reports for the County, outlining expenditures, commitments, and remaining budget.

2.3 Schedule Management (Design Phase):

- Develop and maintain a detailed project schedule for the remainder of the design phase (DD, CD) to align with the overall project timeline and the January 1, 2030, operational deadline.
- Monitor progress against the schedule, identify potential delays, and implement corrective actions.

2.4 Procurement Management (CM at Risk Selection):

- Lead or significantly assist the County in the RFQ process for the selection of the Construction Manager at Risk (CM at Risk). This will involve:
 - Developing the RFQ document.
 - Managing the advertisement and pre-qualification process.
 - Coordinating interviews and selection committees.
 - Facilitating contract negotiations.
- Ensure all CM at Risk procurement processes adhere to California Public Contract Code and obtain necessary Board of Supervisors approvals.
- Oversee the CM at Risk's involvement during the design phase, particularly their input on constructability reviews, cost estimating, and schedule development.

2.5 Permitting & Regulatory Compliance (Design Phase):

- Identify all required local and state permits for design and construction.
- Coordinate with the A/E team and County departments to ensure all design documents meet regulatory requirements.
- Manage the permit application process, tracking submissions and approvals.
- Confirm CEQA exemption and ensure all project activities align with this status.
- Assist County with BHCIP grant reporting requirements as needed.

Phase 3: Pre-Construction Phase Management

This phase will overlap with Phase 2, bridging design completion with the commencement of construction, focusing on comprehensive planning and final preparations.

3.1 CM at Risk Engagement & Pre-Construction Services:

- Oversee the CM at Risk's pre-construction services, including:
 - Developing the Guaranteed Maximum Price (GMP) proposal.
 - Refining the project schedule, including detailed construction phasing.
 - Developing a comprehensive site logistics plan.
 - Conducting constructability reviews and value engineering exercises.
 - Developing a detailed construction safety plan.
 - Preparing for long-lead item procurement.
- Review and validate the CM at Risk's cost estimates, ensuring transparency and accuracy.
- Negotiate and recommend approval of the CM at Risk's GMP to the County. This will require Board of Supervisors approval.

3.2 Final Permitting & Approvals:

- Ensure all necessary construction permits are secured before groundbreaking.
- Confirm compliance with all fire, life safety, accessibility and other specialized regulations pertinent to mental health facilities.

3.3 Contract Finalization:

- Review and recommend approval of the final contract with the CM at Risk, ensuring all County legal and financial requirements are met.
- Assist County in verifying all insurance requirements and bond instruments are met and in place.

Phase 4: Construction Phase Management & Administration

The Consultant shall provide oversight and coordination to ensure the project is built according to specifications, on schedule, and within budget.

4.1 Construction Oversight & Coordination:

- Serve as the County's on-site representative, conducting regular site visits and attending all critical project meetings (e.g., owner-architect-contractor meetings, progress meetings).
- Monitor the CM at Risk's performance against the contract, schedule, and GMP.
- Facilitate effective communication and proactive problem-solving among the CM at Risk, A/E team, County stakeholders, and any other project consultants.
- Manage and coordinate all Owner-Furnished Equipment (OFE) / Furniture, Fixtures, and Equipment (FF&E) procurement & installation including full management in cooperation with the design team, of the procurement, logistics, warehousing, and installation of all medical equipment, furniture, security equipment and IT infrastructure that is not part of the general construction contract. This includes coordinating vendor schedules, managing delivery, and overseeing installation and testing.

4.2 Quality Assurance & Control:

- Monitor construction quality, ensuring adherence to design documents, specifications, and industry standards.
- Review and approve the CM at Risk's quality control plan.
- Procure and coordinate special inspections and testing as required.
- Coordinate any pre-closeout activities with building commissioning team as required.
- Address any non-conforming work promptly.

4.3 Schedule Management (Construction Phase):

- Closely monitor the CM at Risk's detailed construction schedule.
- Identify potential delays and work proactively with the CM at Risk to mitigate them.
- Review and approve progress updates and schedule modifications.
- Track critical milestones to ensure the January 1, 2030, operational deadline is met.

4.4 Cost Control & Financial Administration (Construction Phase):

- Review and process all CM at Risk payment applications, verifying work completed and stored materials.
- Using the County's procedures, manage the change order process, including:
 - Reviewing change order requests for validity, scope, and cost.

- Negotiating with the CM at Risk.
- Preparing recommendations for County approval (including Board of Supervisors if exceeding delegated authority).
- Maintain accurate project cost records, forecasts, and cash flow projections.
- Provide regular financial reports to the County, highlighting budget status and potential risks.
- Manage the project contingency fund, advising the County on its appropriate use.

4.5 Safety Oversight:

- Monitor the CM at Risk's safety program and performance, observing their compliance with all OSHA and site-specific safety regulations.

4.6 Document Control & Reporting:

- Using the County's standard procedures, maintain comprehensive project records, including daily reports, meeting minutes, correspondence, submittals, RFIs, change orders, and payment applications.
- Prepare and submit regular progress reports to the County Public Works Director, CAO, and other key stakeholders, detailing schedule status, budget performance, critical issues, and recommendations.
- Coordinate as-built drawings with CM at Risk's team and development and production of record drawings with design team for a closely coordinated record set of drawings and specifications to accompany the O&M Manuals.

4.7 Risk Management:

- Proactively identify potential project risks (e.g., schedule, budget, quality, regulatory, contractual).
- Develop and implement mitigation strategies.
- Liaise with County Risk Management on insurance, claims, and other risk-related matters.

Phase 5: Project Closeout & Post-Construction

The Consultant will manage the final stages of the project to ensure a smooth transition to facility operations.

5.1 Punch List Management & Commissioning:

- Oversee the development and completion of the punch list process with the A/E and CM at Risk.
- Ensure all punch list items are addressed to the County's satisfaction.
- Coordinate the commissioning process for all building systems (HVAC, electrical, security, specialized equipment) to ensure optimal performance and energy efficiency.
- Oversee the development and delivery of O&M manuals, as-built drawings, and warranty information.

5.2 Financial Closeout:

- Reconcile all final invoices and payments with the CM at Risk and other consultants.
- Manage lien releases and final retainage payments.
- Prepare a comprehensive final project financial report.
- Assist County with BHCIP grant reporting requirements as needed, including any required auditing of project by funders.

5.3 Regulatory & Operational Readiness:

- Coordinate final inspections and secure all necessary occupancy permits and licensing approvals from relevant state entities.
- Facilitate the smooth transition of the facility to the Department of Health and Human Services and County Facilities Management, including training for facility staff on new systems.

5.4 Warranty Period Oversight:

- Act as the County's point of contact for warranty issues during the agreed-upon warranty period.
- Coordinate with the CM at Risk and subcontractors to address any deficiencies or failures during the warranty period.

5.5 Post-Completion Review:

- Assist County with BHCIP grant reporting requirements as needed.
- Conduct a post-occupancy evaluation (POE) with the County to capture lessons learned for future capital projects.
- Prepare a final project closeout report, summarizing key successes, challenges, and recommendations.

Reporting Structure:

The Consultant will report directly to the Humboldt County Public Works Director or their designee, with regular updates and presentations to the CAO, County Counsel, Department of Health and Human Services, and the Board of Supervisors as required by the County's approval processes.

END OF ATTACHMENT A

**REQUEST FOR QUALIFICATIONS – NO. DPW2025-003
PROJECT MANAGEMENT / OWNERS REPRESENTATIVE / CONSTRUCTION
ADMINISTRATION SERVICES
FOR A NEW PSYCHIATRIC HEALTH FACILITY PROJECT**

ATTACHMENT B – SIGNATURE AFFIDAVIT

(Submit with Proposal)

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 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 firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Consultant, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Consultant or competitor; and 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 Proposals and declares that the attached Proposal is in conformity therewith.

Signature _____ **Title** _____

Name _____ **Date** _____

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

REQUEST FOR QUALIFICATIONS – NO. DPW2025-003
PROJECT MANAGEMENT / OWNERS REPRESENTATIVE / CONSTRUCTION
ADMINISTRATION SERVICES
FOR A NEW PSYCHIATRIC HEALTH FACILITY PROJECT

ATTACHMENT C – REFERENCE DATA SHEET
(Submit 3-5 copies of this reference sheet with SOQ)

REFERENCE DATA SHEET	
Using multiple copies of this form, provide a minimum of three (3), maximum of five (5) references with name, address, contact person, and telephone number whose scope services is similar to those requested by Humboldt County (preferably in California). <u>Previous business with the County of Humboldt does not qualify.</u> This form must be filled out and submitted, but supplemental information sheets with additional project information may be included with this form.	
NAME OF REFERENCE:	
BUSINESS STREET ADDRESS:	
CITY, STATE, ZIP:	
AGENCY AFFILIATION:	TITLE:
PHONE #:	EMAIL:
PROJECT NAME:	
CONSTRUCTION COMMENCEMENT DATE:	CONSTRUCTION COMPLETION DATE:
INITIAL CONSTRUCTION BUDGET:	FINAL CONSTRUCTION COST:
DETAILED DESCRIPTION OF SERVICES PERFORMED INCLUDING:	
DETAILED DESCRIPTION OF HOW THE PROVIDED SERVICES LED TO ACCOMPLISHMENT OF CLIENT'S OBJECTIVES:	
DETAILED DESCRIPTION OF PROJECT:	
BUILDING AREA:	CONSTRUCTION TYPE:
SITE ADDRESS:	
I certify that all information provided on this Reference Data Sheet is true and correct to the best of my knowledge.	
SIGNATURE:	
NAME (PRINT):	DATE:
LIST ATTACHMENT(S) FOR THIS REFERENCE:	

**REQUEST FOR QUALIFICATIONS – NO. DPW2025-003
PROJECT MANAGEMENT / OWNERS REPRESENTATIVE / CONSTRUCTION
ADMINISTRATION SERVICES
FOR A NEW PSYCHIATRIC HEALTH FACILITY PROJECT**

ATTACHMENT D – SAMPLE CONSULTANT SERVICES AGREEMENT

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

[CONSULTANT'S NAME]

PROJECT NAME: []

PROJECT NUMBER: []

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 Department of Public Works – [Name of Division], desires to retain the services of CONSULTANT to [general description of the purpose of this Agreement]; 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.

[D. Add more as required]

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 [REDACTED] Dollars [(\$ [REDACTED])]. 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
Department of Public Works – [Name of Division]
Attn: [REDACTED]
[Street Address]
Eureka, CA 95501

CONSULTANT: [REDACTED]
Attn: [REDACTED]
[REDACTED]
[REDACTED]

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:

CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

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 received by the Humboldt County Risk Manager or a designee thereof.

- 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. If any insurance coverage required in this agreement is provided on a claims-made rather than occurrence form CONSULTANT agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), be shown, and that CONSULTANT shall maintain the required coverage for a period of at least three (3) years after the expiration of this agreement (hereinafter "post agreement coverage") and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage for a minimum of three (3) years after the completion of work.
 3. 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.
 4. 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.
 5. 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.
 6. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 7. 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.
 8. 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 provisions described herein.

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

County of Humboldt
Department of Public Works – [Name of Division]
Attn: [Redacted]
[Street Address]
Eureka, California, 95501

CONSULTANT:

[Redacted]
Attn: [Redacted]
[Redacted]
[Redacted]

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: _____
Chair, Board of Supervisors

Date: _____

(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 "E" – Sample Invoice