

ATTACHMENT 1

Request for Proposals: Professional Geologist Consulting Services for Eel River
Valley Groundwater Basin Assessment

REQUEST FOR PROPOSALS:

(RFP No. [])

**Professional Geologist Consulting Services
For Eel River Valley Groundwater Basin Assessment**

Humboldt County, California

Issued: June 1, 2016

Proposals Due: June 15, 2016 (Received by 4 p.m.)

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

Funding Provided by:

**California Department of Water Resources –
Proposition 1 Sustainable Groundwater Planning Program**



REQUEST FOR PROPOSALS – NO. [REDACTED]
PROVISION OF PROFESSIONAL GEOLOGIST CONSULTING SERVICES

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REQUEST FOR PROPOSALS – NO. [REDACTED]
PROVISION OF PROFESSIONAL GEOLOGIST CONSULTING SERVICES

1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Public Works Department – Environmental Services Division.
- C. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract regarding the provision of consulting services between the County and the Successful Proposer.
- D. **Project.** As used herein, the term “Project” refers to the Eel River Valley Groundwater Basin Assessment Project.
- E. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm or company submitting a Proposal in response to this Request for Proposals.
- F. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals to provide an ongoing service for a specified sum of money.
- G. **Services.** As used herein, the term “Services” refers to specified professional consulting services that are necessary to assist the County with the Eel River Valley Groundwater Basin Assessment Project.
- H. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the individual, agency, firm or company that the County chooses to enter into a final Professional Services Agreement with after the selection process set forth in this Request for Proposals has been completed.
- I. **Working Group.** As used herein, the term “Working Group” refers to the Eel River Valley Groundwater Working Group.

1.2 Abbreviations:

- A. **DWR.** As used herein, the abbreviation “DWR” refers to the California Department of Water Resources.
- B. **NRCS.** As used herein, the abbreviation “NRCS” refers to the United States Department of Agriculture – Natural Resource Conservation Service.
- C. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of professional consulting services to assist the County with the Eel River Valley Groundwater Basis Assessment Project.

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2.0 INTRODUCTION:

The County of Humboldt (“County”), by and through its Public Works Department – Environmental Services Division, is issuing this Request for Proposals (“RFP”) to retain an experienced and qualified consulting firm to provide specified consulting services (“Services”) to assist with the Eel River Valley Groundwater Basin Assessment Project (“Project”). The Services involve a geologic and hydrogeologic investigation of the Eel River Valley groundwater basin to support the region’s compliance with the Sustainable Groundwater Management Act. The Project will be implemented in coordination with the Eel River Valley Groundwater Working Group (“Working Group”) with funding provided by the California Department of Water Resources (“DWR”) under the Proposition 1 Sustainable Groundwater Planning grant program.

3.0 PRELIMINARY SCOPE OF SERVICES:

This section only presents a preliminary scope of services to generally communicate the County’s expectations for the provision of Services solicited hereby. A final scope of services will be developed by the County and the Successful Proposer. All Proposers will be held strictly to the requirements, standards and protocols set forth in this RFP and the Project Work Plan contained in Appendix A. Such requirements, standards and protocols will be incorporated into the final Professional Services Agreement between the County and the Successful Proposer.

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

3.1 Outline of Anticipated Services:

Appendix A contains two pertinent documents – “Basin Conditions” and “Project Work Plan” – from the County’s grant application for the Project. The document entitled “Basin Conditions” provides an overview of the groundwater basin and summarizes information gaps and potential issues and concerns. The document entitled “Project Work Plan” describes the Project’s objectives and scope of work. The Services solicited in this RFP correspond to Task One through Task Five of the Project Work Plan and must be conducted, or supervised, by a professional geologist licensed with the State of California. Task Six will be performed by the County.

- A. Task One.** Task One involves the compilation and analysis of existing data and previous studies regarding the Eel River Valley groundwater basin. It should be noted that the County possesses copies of all available well completion reports within the Eel River Valley groundwater basin, and the United States Department of Agriculture – Natural Resource Conservation Service (“NRCS”) is currently developing an estimate of irrigated acreage.
- B. Task Two.** Task Two involves the collection and implementation of new data pertaining to the Eel River Valley groundwater basin. It should be noted that the County will retain a licensed drilling company under a separate contract to conduct exploratory borings, install monitoring wells and perform pump tests. The Successful Proposer will assist with site selection, pump test planning, oversight, logging and other activities related to the work performed by the drilling company. The Successful Proposer will implement the surface water/groundwater level coupled monitoring, surface water flow measurements and water level measurements and chloride testing. The County will serve the lead role in coordinating right of entry to privately owned monitoring wells. The Successful Proposer will provide technical assistance to NRCS and the County in estimating irrigation pumpage.

- C. **Tasks Three and Four.** The Successful Proposer will lead the implementation of Task Three which involves the conceptualization of basin hydrogeology and river-aquifer exchange and Task Four which involves the development of a preliminary water balance in the Eel River Valley groundwater basin.
- D. **Task Five.** The County will lead Task Five which involves stakeholder involvement and initial management planning, with the Successful Proposer providing technical assistance such as preparing exhibits and giving presentations at meetings. The Successful Proposer will advise the County and the Working Group on: developing a basin-specific definition of sustainability; assessing historic and current sustainability and scenarios for future trends; and options for compliance with the Sustainable Groundwater Management Act. The Proposer will be the lead author for the final Project report.

3.2 Project Development:

The County anticipates that the Successful Proposer will work together with the County to plan and organize information, including, but not limited to, participating in planning sessions and regular meetings. The Successful Proposer will also be expected to maintain timely and regular communication with the County throughout the duration of the Project.

3.3 Estimated Project Cost. The total estimated cost of the Project is Two Hundred Seventy Thousand Four Hundred Eighteen Dollars (\$270,418.00). This amount is inclusive of the Services described in this RFP and the Project Work Plan contained in Appendix A; the drilling services to be contracted separately; and the County’s expenses associated with Project administration. The cost for the Services described in this RFP and the Project Work Plan contained in Appendix A will be negotiated between the County and the top-ranked Proposer.

4.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time (“PST”).

The County hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals.

EVENT	DATE
Release of RFP:	June 1, 2016
Deadline for Submission of Questions:	June 7, 2016
Deadline for Responses to Questions:	June 9, 2016
Deadline for Proposals to be Received:	June 15, 2016, 4:00 p.m. PST
Completion of the Proposal Evaluation Process:	June 22, 2016
Finalization of Professional Services Agreement:	July 5, 2016
Recommendation of Award to Board of Supervisors:	July 19, 2016
Start Date of Professional Services Agreement:	July 20, 2016
Project Completion:	January 1, 2017

5.0 GENERAL INFORMATION AND REQUIREMENTS REGARDING PROPOSALS:

5.1 Proposal Submission. Proposers shall prepare and submit one (1) electronic copy (hard-copies are not required and will not be accepted) of the Proposal by 4:00 p.m. PST, on June 15, 2016. Proposals must either be (1) transmitted as an attachment to an e-mail sent to the Contract Administrator with the subject line indicated as RFP No. [REDACTED], or (2) saved on a compact disc and placed in a sealed envelope clearly marked as RFP No. [REDACTED] along with the name and address of the Proposer. Proposals shall be delivered or mailed to:

Contract Administrator: Humboldt County Public Works Department – Environmental Services
Hank Seemann, Deputy Director
1106 Second Street
Eureka, CA 95501
Phone: (707) 445-7741 // Email: hseemann@co.humboldt.ca.us

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened.

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

5.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the date and time specified for Proposal submission by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. The Proposer must, in person, retrieve the entire sealed Proposal package. Proposals will become the County's property after the submission deadline has passed.

5.3 Proposal Modification:

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

5.4 Proposer Investigations:

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to perform the Services, and comply with the requirements and standards, set forth in this RFP, the Project Work Plan contained in Appendix A and the sample Professional Services Agreement attached hereto as Appendix B. In addition, each Proposer shall verify any representations made by the County that the Proposer will rely upon. Failure to make such investigations and examinations will not relieve the Successful Proposer from its obligation to comply with all provisions and requirements set forth in this RFP and all attachments hereto. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for

monetary consideration on the part of the Proposer.

5.5 Expenses Incurred in Preparing Proposals:

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

5.6 Right of County to Reject Proposals:

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

5.7 Public Records and Trade Secrets:

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

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

5.8 Conflict of Interest:

By submitting a Proposal in response to this RFP, Proposer warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in procuring the final Professional Services Agreement resulting from this RFP process, nor that any such person will be employed in the performance of such Professional Services Agreement without immediate divulgence of such fact to the County.

6.0 REQUIRED FORMAT OF PROPOSALS:

6.1 General Instructions and Information:

A. **Content Requirements.** In order for Proposals to be considered for award by the County, all of the following conditions must be satisfied:

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

3. Proposals must contain information sufficient to enable the County to properly evaluate the Proposer's ability to provide the Services set forth in this RFP and the Project Work Plan contained in Appendix A.
4. All information, statements, letters and other documentation and attachments required by this RFP must be included with the Proposal in electronic format.
5. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the RFP Signature Affidavit sheet attached to the Proposal.

B. Formatting Requirements. In order to be considered for award by the County, Proposals shall follow the format outlined herein. Failure to follow this format may result in the rejection of the Proposal. Each Proposal shall consist of the following sections:

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

6.2 Introductory Letter:

In no more than one page, the introductory letter shall describe Proposer's firm and summarize Proposer's qualifications, experience and vision for providing the Services set forth in this RFP and the Project Work Plan contained in Appendix A. The introductory letter must also provide the Proposer's contact information, list any subcontractors that will be used to perform the Services set forth in this RFP and the Project Work Plan contained in Appendix A and identify the offices where the Services will be performed.

6.3 RFP Signature Affidavit:

Each Proposal must contain a signed and completed RFP Signature Affidavit which is attached to this RFP as Appendix C. The RFP Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, but not limited to, the termination of any Professional Services Agreement resulting there from. Receipt of all Addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit.

6.4 Proposal Table of Contents:

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

6.5 **Business Profile:**

Proposals shall include a clear and concise narrative which identifies the Proposer's ability to provide the Services specified in this RFP and the Project Work Plan contained in Appendix A.

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

1. The Proposer's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship, and the Proposer's current staffing levels.
2. A description of the Proposer's current and previous business activities, including, without limitation:
 - a. The history of the Proposer's firm, including the date when the Proposer's firm was founded and how the Proposer fosters innovation and high quality performance.
 - b. The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has provided services equivalent to those set forth in this RFP and the Project Work Plan contained in Appendix A.
 - c. The number of years the Proposer has been providing services equivalent to those set forth in this RFP and the Project Work Plan contained in Appendix A.
3. A detailed description of any fraud convictions related to public contracts, if applicable.
4. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
5. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
6. A detailed description of any controlling or financial interest Proposer's firm has in any other firms or organizations, or whether Proposer's firm is owned or controlled by any other firm or organization. If Proposer does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

B. **Statement of Qualifications.** The Business Profile must include a Statement of Qualifications regarding the Proposer's ability to provide the Services set forth in this RFP and the Project Work Plan contained in Appendix A. The Statement of Qualifications should include, at a minimum, the following items:

1. The number of staff that will be providing the Services set forth in this RFP and the Project Work Plan contained in Appendix A.
2. Identification of the Proposer's management team and other key personnel, including an organizational chart, if applicable, and resumes of each representative.

3. A summary of the qualifications and experience of staff members that will provide the Services set forth in this RFP and the Project Work Plan contained in Appendix A, including job titles, responsibilities, special training, licenses, certifications and experience with other public agencies.
4. A summary of each staff member's role and responsibilities pertaining to the provision of the Services set forth in this RFP and the Project Work Plan contained in Appendix A.
5. A summary of how each staff member's qualifications and experience will help meet the objectives of the Project and provide value to the County and the Working Group.

6.6 **Quality Assurance Capabilities:**

- A. **Description of Services.** Proposals shall include an overview of how the Services provided by Proposer will comply with the requirements set forth in this RFP and the sample Professional Services Agreement attached hereto. The description of services portion of the Proposal should include, at a minimum, the following items:
 1. A description of how the Services set forth in this RFP and the Project Work Plan contained in Appendix A will be performed.
 2. A description of any Services set forth in this RFP or the Project Work Plan contained in Appendix A that will not be included in the services provided by Proposer and the reason for the exclusion of such Services.
 3. A description of any procedural enhancements that Proposer believes may add value to the Services set forth in this RFP and the Project Work Plan contained in Appendix A.
- B. **Project Understanding and Quality Control.** Proposals shall include an overview of Proposer's policies and procedures regarding quality control. The overview should include, at a minimum, the following items:
 1. A description of Proposer's specific management expertise, and how such expertise will assure staff continuity and timely performance of the Services set forth in this RFP and the Project Work Plan contained in Appendix A.
 2. A description of the projected availability of key staff and the expected communication channels between Proposer's staff and the County to ensure that the Services will be performed to the County's satisfaction, including, without limitation, how potential problems will be solved.

6.7 **References:**

- A. **Reference Data Sheet.** Proposals shall include a Reference Data Sheet containing present and past performance information from of a minimum of two (2) former clients, preferably government agencies. A Reference Data Sheet is attached to this RFP as Appendix D.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the Services and requirements set forth in this RFP, the Project

Work Plan contained in Appendix A and the sample Professional Services Agreement attached hereto. Each reference must include, at a minimum, the following items:

1. The name, physical Address, e-mail address and telephone number for the current contact person of each referenced client.
2. The dates of work performed for each referenced client.
3. A detailed description of the scope of services performed for each referenced client, including, without limitation, the time period in which such services were delivered.
4. A verification that all information provided in the Reference Data Sheet is true and correct to the best of Proposer's knowledge.

6.8 Evidence of Insurability and Business Licenses:

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreement attached hereto. Upon the award of a final Professional Services Agreement the Successful Proposer will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. Additional insurance should not be purchased until a final Professional Services Agreement has been awarded.

In addition all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of the Services set forth in this RFP and the Project Work Plan contained in Appendix A.

6.9 Exceptions, Objections and Requested Changes:

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

6.10 Required Attachments:

In order to be considered for award by the County, Proposals must contain each of the following attachments:

- **Attachment 1 – RFP Signature Affidavit** (See Section 6.3)
- **Attachment 2 – Reference Data Sheet** (See Section 6.7)
- **Attachment 3 – Staff Resumes** (key management staff only)

Failure to include the above-reference attachments may result in the rejection of the Proposal.

7.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After the Proposals are received by the County, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the Services set forth in this RFP and the Project Work Plan contained in Appendix A. The County may also investigate qualifications of all Proposers to whom an award of the final Professional Services Agreement is contemplated. In doing so, the County may request clarifications of Proposals directly from one or more Proposers.

In evaluating the Proposals, the County will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Understanding of Project Objectives** **25 points**
- **Proposed Project Approach and Staffing Plan** **25 points**
- **Ability to Provide High-Quality, Cost-Effective Consultation Services** **25 points**
- **Relevant and Comparable Experience** **25 points**

All Proposals will be evaluated by an RFP review committee made up of County staff and representatives from the Working Group. Any delay caused by a Proposer's failure to respond to direction from the County may lead to a rejection of the Proposal. All contacts made with the County during the evaluation and selection process shall be through the County's Contract Administrator (see Section 9.1 for contact information). Attempts by the Proposer to contact any other representative of the County during the evaluation and selection process may result in disqualification of the Proposal.

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

The County reserves the right, at its sole discretion, to request clarifications, including the submittal of additional information that supplements or explains Proposal materials, and conduct interviews with any or all Proposers. The purpose of any such request for clarifications or interviews shall be to ensure full understanding of the Proposal. Requests for clarification shall be limited to specific sections of the Proposal identified by the County and shall be made after all Proposals have been reviewed. If clarifications are made as a result of such discussions the Proposer shall put such clarifications in writing. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer about the procurement process.

8.0 CONTRACT DEVELOPMENT:

8.1 Award of Professional Services Agreement:

Once the Proposal evaluation process has been completed, the County will enter directly into contract negotiations with the highest-ranking Proposer. The highest-ranking Proposer will be asked to submit a detailed Scope of Services and Project Schedule, within eight (8) business days of notification, after further discussions with County staff regarding roles and responsibilities, tasks and work products. The Scope of Services and Project Schedule will be incorporated into the final Professional Services Agreement.

The County hereby reserves the right to negotiate the terms and conditions of the Professional Services Agreement for the Services set forth in this RFP and the Project Work Plan contained in Appendix A with one (1) or more Proposers. Proposers shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by Proposer's failure to participate in good faith negotiations may lead to rejection of the Proposal. No Proposal shall be binding upon the County until a final Professional Services Agreement is signed by duly authorized representatives of both the Successful Proposer and the County.

If the County determines, after the completion of the contract negotiation process, to award an agreement, a Professional Services Agreement shall be sent to the Successful Proposer for signature. Once signed copies have been returned to the County, the Professional Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Professional Services Agreement to a Proposer that presents a Proposal which, in the sole judgment thereof, best serves the County.

8.2 **Contractual Requirements:**

- A. **Disclosure of Confidential Information.** During the performance of the Services set forth in this RFP and the Project Work Plan contained in Appendix A, the Successful Proposer may receive information that is confidential under local, state and/or federal law. The Successful Proposer will be required to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations.
- B. **Compliance with Anti-Discrimination Laws.** In connection with the execution of a Professional Services Agreement resulting from this RFP process, the Successful Proposer will be required to abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations, all as may be amended from time to time.
- C. **Indemnification Requirements.** To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, the Successful Proposer will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in any Professional Services Agreement resulting from this RFP process, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- D. **Insurance Requirements.** The Successful Proposer will be required to satisfy the insurance requirements set forth in the sample Professional Services Agreement attached hereto. The Successful Proposer shall furnish the County with certificates and original endorsements effecting the required insurance coverage prior to County's execution of a final Professional Services Agreement. In addition, the County may require additional insurance requirements dependent upon the final scope of Services that will be provided by the Successful Proposer.
- E. **Assignment.** The final Professional Services Agreement resulting from this RFP process, and any amendments thereto, shall not be assignable by the Successful Proposer.

F. **Jurisdiction and Venue.** The final Professional Services Agreement resulting from this RFP shall be governed in all respects by the laws of the State of California. Any disputes regarding the final Professional Services Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.

9.0 MODIFICATION AND CORRECTION:

9.1 Requests for Clarification or Correction:

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

Contract Administrator: Humboldt County Public Works Department – Environmental Services
Hank Seemann, Deputy Director
1106 Second Street
Eureka, CA 95501
Phone: (707) 445-7741 // Email: hseemann@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFP must be received by June 7, 2016. All responses to such requests for clarification or correction and written questions will be submitted by the County on or about June 9, 2016.

9.2 RFP Addenda:

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

10.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel the RFP process at any time after the issuance of this RFP, but prior to the award of a final Professional Services Agreement, if the County determines that cancellation is in the best interest of the County for reasons, including, but not limited to, the following: (1) the Services set forth in this RFP and the Project Work Plan contained in Appendix A are no longer required; (2) the Proposals received are at an unreasonable cost; (3) the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or (4) the County determines, after analysis of the Proposals, that the need can be satisfied through an alternative method.

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

Appendix A – “Basin Conditions” and “Project Work Plan”



DEPARTMENT OF PUBLIC WORKS
COUNTY OF HUMBOLDT
MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
AREA CODE 707

ARCATA-EUREKA AIRPORT TERMINAL
MCKINLEYVILLE
FAX 839-3596
AVIATION 839-5401

PUBLIC WORKS BUILDING
SECOND & L ST., EUREKA
FAX 445-7409

CLARK COMPLEX
HARRIS & H ST., EUREKA
FAX 445-7388

ADMINISTRATION	445-7491	NATURAL RESOURCES	445-7741
BUSINESS	445-7652	NATURAL RESOURCES PLANNING	267-9540
ENGINEERING	445-7377	PARKS	445-7851
FACILITY MAINTENANCE	445-7493	ROADS & EQUIPMENT MAINTENANCE	445-7421

LAND USE 445-7205

ATTACHMENT 2 - BASIN CONDITIONS

Eel River Valley Groundwater Basin Assessment and Planning Project December 8, 2015

1. Description

Overview

Groundwater within the Eel River Valley is a valuable resource with multiple beneficial uses. The Eel River Valley is the center of Humboldt County's dairy and beef cattle economy; dairy producers and ranchers pump groundwater for pasture irrigation and livestock watering. The cities of Fortuna and Ferndale rely solely on groundwater to provide municipal water supply. The city of Rio Dell and community of Scotia extract water from beneath the Eel River; Rio Dell utilizes groundwater as a secondary/emergency source. Several community services districts and rural residences depend on groundwater for water supply. The groundwater basin (Basin 1-10) is designated by DWR as medium-priority.

The groundwater basin has a total area of 73,700 acres. Usable groundwater is found within floodplain alluvium and the underling Wildcat series formations. Significant geologic and groundwater studies were performed by Ogle (1953), Evenson (1959), DWR (1973), and USGS (1975). The basin is bisected by the Eel River (and its tributary the Van Duzen River), both of which provide habitat for anadromous salmonids and other fish and aquatic species. The basin is a coastal basin with drainage to the ocean and encompasses the slough channels of the Eel River estuary. Interconnections between the groundwater basin and the Eel and Van Duzen Rivers have received limited study. The rivers may alternate between gaining and losing stream conditions based on seasonality, reach location, water year, and cumulative puppage.

The estimated amount of irrigated land in the basin is roughly 25,000 to over 30,000 acres. In Bulletin 118, DWR estimated annual pumpage of 49,000 acre-feet for agriculture and 1,400 acre-feet for municipal and industrial use, based on a survey conducted by DWR in 1996. The Land and Water Use Section of the DWR Northern Region Office developed a generalized water balance tabulation for WY 2010 (DWR, unpublished). The WY 2010 water balance provides a course-scale snapshot of the basin based on municipal reporting information and land use analysis. The DWR Northern Region Office plans to develop a draft water balance update for WY 2014 by mid-2016 (DWR, pers. comm.).

Long-term monitoring has been performed by DWR at seven wells in the basin, with some records dating back to the late 1950s. The network includes five wells in Ferndale and single wells in Loleta and Fortuna. Data from the well network indicate generally stable groundwater levels with regular seasonal fluctuations and apparent full recovery from historic drought periods. Encroachment of salt water into the alluvial deposits was documented in previous studies (DWR, 1973; USGS, 1975), with the saltwater-freshwater interface extending several miles inland. Groundwater outflow counteracts salt water intrusion and represents an important process for ensuring sustainability of groundwater supply in the western portion of the basin. Wells screened within deeper formations appear to be less susceptible to salt water intrusion. The basin has not experienced land subsidence induced by groundwater extraction. Low-flow conditions within the lower Eel and Van Duzen Rivers during late summer/early fall are a concern, especially during the drought, but the river-aquifer interactions and effects of groundwater use are not well understood.

Information Gaps and Potential for Current or Future Stressed Groundwater Conditions

The existing data and information do not indicate an existing or imminent undesirable condition as defined by Water Code Section 10721. However, further assessment is needed to address the following issues and concerns:

Limited spatial extent of groundwater level data – The number of actively monitored wells is relatively small for the size of the basin. Collection of water level data from additional wells throughout the basin would provide a more representative data set for assessing the current condition of the basin.

Limited understanding of basin hydrogeology – Interactions between alluvial and terrace surficial deposits and the underlying water-bearing units have not been analyzed and are not well understood. The degree of connectivity between areas on opposite sides of the Eel and Van Duzen Rivers has not been evaluated.

Limited understanding of river-aquifer interaction – Additional data and evaluation are needed to develop a better understanding of the interaction between the Eel and Van Duzen Rivers and the aquifer.

Vulnerability due to upstream diversions – The proliferation of unpermitted water withdrawals associated with the cannabis industry in the upper watershed represents a threat for reduced in-stream flows during the low-flow season and a substantial change from historical conditions.

Limited water balance development – Estimates of irrigation pumpage are significantly dated and likely not representative of current conditions. Previous water balance efforts used generalized methods, relied on very limited data, and were not fully documented; alluvium and deeper units were lumped and geographic sub-areas were not distinguished.

Vulnerability due to long-term drought and climate change – Humboldt County is in the third year of drought. A better understanding of basin hydrogeology and the major water balance components is necessary to assess the basin's vulnerability to prolonged drought and changing climatic conditions.

Vulnerability due to salt water intrusion – The last major published study of the saltwater-freshwater interface is 40 years old. Updated monitoring is needed to determine the current location of the interface and the potential for impacts to water supply. Vulnerability may be increasing due to sea level rise.

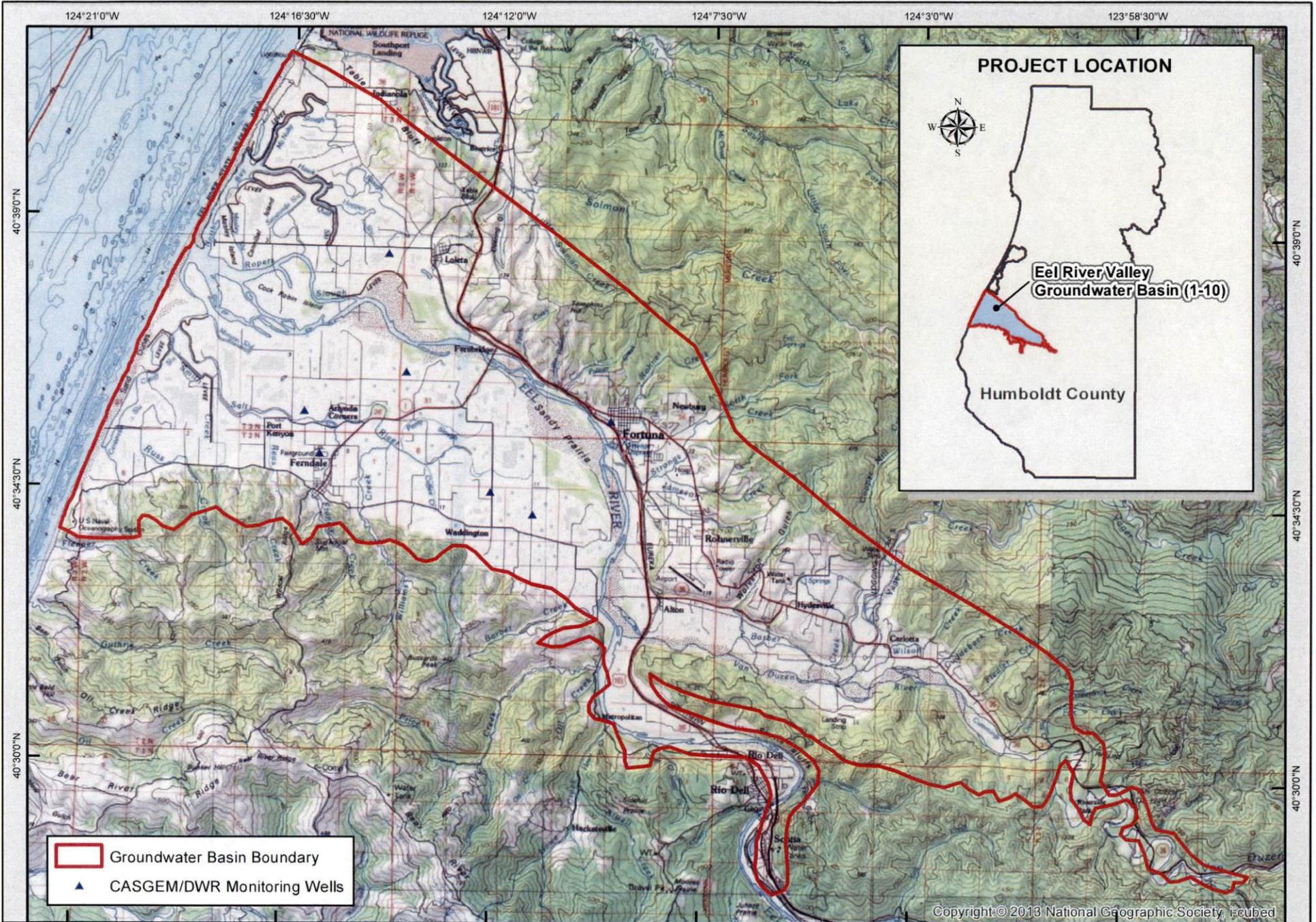
No previous planning efforts – Basin-scale planning for groundwater management has not previously been conducted. There is no centralized irrigation district or water purveyor in the basin. Basin management objectives have not been developed and there is no groundwater management plan.

2. Basin Map

A map of the basin is attached (attachment "Att2_SGMP2015CO_Conditions_2of2")

3. Information on Humboldt County's Role and Involvement

Humboldt County serves as the monitoring entity for the CASGEM program in collaboration with DWR. Humboldt County is the contract administrator for the North Coast Resource Partnership, which is the integrated regional water management group for the seven-county North Coast. The majority of the Eel River Valley is unincorporated, where Humboldt County is the land use authority. Humboldt County is not a water purveyor or distributor but has regulating authority for well installation. The Eel River Valley groundwater basin does not have an existing district or other public agency charged with groundwater management, and neither a groundwater management plan nor a groundwater use ordinance are in effect. After the Sustainable Groundwater Management Act was signed by the governor, Humboldt County convened meetings with stakeholders to discuss the local response to the legislation and subsequently formed the Eel River Valley Groundwater Working Group (<http://www.humboldt.gov.org/Groundwater>).



Imagery: ESRI Basemap
 Created: December 7, 2015
 Humboldt County Public Works

Eel River Valley Groundwater Basin (1-10)
Humboldt County, CA



0 1.25 2.5 Miles

Attachment 2



DEPARTMENT OF PUBLIC WORKS
C O U N T Y O F H U M B O L D T

MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
AREA CODE 707

ARCATA-EUREKA AIRPORT TERMINAL
McKINLEYVILLE
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AVIATION 839-5401

ADMINISTRATION	445-7491	NATURAL RESOURCES	445-7741
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ENGINEERING	445-7377	PARKS	445-7651
FACILITY MAINTENANCE	445-7493	ROADS & EQUIPMENT MAINTENANCE	445-7421

LAND USE 445-7205

ATTACHMENT 3 – WORK PLAN

Eel River Valley Groundwater Basin Assessment and Planning Project December 8, 2015

1. Project Summary

Objective

The project is a geologic and hydrogeologic investigation of the Eel River Valley groundwater basin combined with initial management planning efforts in response to the Sustainable Groundwater Management Act. The project is intended to provide Humboldt County, cities and districts, water users, and other stakeholders with an improved understanding of the Eel River Valley groundwater basin to support local decision-making regarding groundwater management.

Additional data and evaluation are needed to determine whether the basin is being managed sustainably for beneficial uses without undesirable results. The project will assess the overall state of the basin by preparing a preliminary water balance and estimating sustainable yield. The project will characterize the water inputs and outputs to the basin and address questions regarding storage, hydraulic movement, spatial and seasonal variability, connectivity between water-bearing units, river-aquifer interaction, the freshwater-saltwater boundary, and trends in water levels. The results of the technical studies will support the determination whether a Groundwater Sustainability Plan (GSP) must be prepared in accordance with Water Code Section 10727 *et seq.*, or whether there is sufficient evidence to support preparation of an Alternative Submittal in accordance with Water Code Section 10733.6.

The project will include coordination, information-sharing, and planning efforts with the Eel River Valley Groundwater Working Group, which includes stakeholders with agricultural, municipal, environmental, and scientific interests along with several local agencies. The purpose of the Working Group is to provide information and viewpoints regarding groundwater issues in the Eel River Valley; support the collection and analysis of groundwater data to understand conditions and trends; discuss the selection and formation of the Groundwater Sustainable Agency; and discuss the framework and management objectives of the future GSP. The Working Group also provided input on this Sustainable Groundwater Planning application.

The project will include collaboration with the Humboldt County Resource Conservation District, which is initiating preparation of a North Coast Irrigation Water & Fertigation Management Plan with a focus on the Eel River Valley. The project will also include collaboration with the Land and Water Use Section of the DWR Northern Region Office. In addition, Humboldt County will explore additional collaboration opportunities with NRCS, USGS, and Humboldt State University.

The Work Plan is designed to integrate existing and new data, build on previous work, leverage collaboration, and make incremental progress in addressing key technical questions. The project will create a robust water balance framework that will provide immediate utility and also serve as the foundation for future advancements and updates including potential future development of a numerical predictive model.

2. Scope of Work

Task 1: Compilation of Existing Data and Previous Studies

Existing data and previous studies will be compiled and a thorough review will be performed. Information to be compiled and reviewed includes the following:

- Geology and Hydrogeology
 - Water well completion reports
 - Geophysical datasets
 - Geologic mapping
 - NRCS soil maps
 - Groundwater level data (DWR/CASGEM, landowners, well drillers)
 - Previous reports and studies
- Hydrology
 - Precipitation data (two Fortuna stations, and the long-term NWS Eureka station)
 - Stream flow data (USGS, CDEC, other studies)
- Water Use
 - Landowner data and information (as available)
 - DWR Urban Water Use Reports (Bulletin 166 series)
 - Public Water System Statistic Survey data (as available)
 - Other municipal and community water use records
 - DWR water balance data (unpublished, 2010)
- Land Use
 - County land use data (GIS data sets)
 - Irrigated acreage (NRCS, DWR, County data)

Task 2: New Data Collection

New data will be collected to supplement existing data and address key questions and uncertainties. The detailed review of existing data and previous studies in Task 1 will inform site selection and optimization of the study design for Task 2. Adjustments to the scope of work may be warranted based on technical or budgetary considerations. Each subtask will generate technical information which will be incorporated into exhibits for the final report.

Task 2.1 - Exploratory borings

A total of six exploratory borings will be drilled to characterize subsurface conditions at strategic locations. The borings will be located to support delineation of two cross-sections (lateral and longitudinal) across the Eel River Valley. Each boring will be advanced to a target depth of approximately 300 feet below ground surface using mud rotary drilling coupled with electronic logging. Two borings will be converted to a nested pair of monitoring wells (shallow and deep) and two borings will be converted to single monitoring wells.

Task 2.2 - Surface water/groundwater level coupled monitoring

Data loggers will be deployed to acquire continuous hydrographs at three groundwater monitoring wells and two river monitoring sites for at least six months over a period that includes portions of both dry and wet seasons.

Task 2.3 - Pump tests

Two pump tests will be performed to acquire estimates of hydraulic conductivity.

Task 2.4 - Surface water flow measurements

Measurements of surface water discharge in the Eel River will be collected at four locations during the dry season (minimum of four sampling events) to support the evaluation of river-aquifer interaction.

Task 2.5 - Irrigation pumpage estimation

Humboldt County will work with NRCS, UC-Cooperative Extension, and irrigators to develop an appropriate methodology based on available data for estimating total irrigation pumpage within the basin. Estimates will be broken down by geographic sub-area (e.g., Ferndale, Loleta, Metropolitan, Lower Van Duzen River corridor).

Task 2.6 - Water level measurements and chloride testing

In conjunction with the semiannual monitoring of the seven DWR/CASGEM wells, water levels will be measured in a minimum of 40 additional wells to improve the spatial extent and coverage of the dataset. In addition, water samples will be collected from a minimum of 40 wells and tested for chlorides. Water level measurements and chloride testing will be performed for two sampling events (one spring and one fall). Groundwater elevation contour maps and maps depicting the location of the freshwater-seawater transition zone will be prepared.

Task 3: Conceptualization of Basin Hydrogeology and River-Aquifer Exchange

The size, structure, composition, and characteristics of the groundwater basin will be evaluated based on the results of Tasks 1 and 2. The project will address appropriate spatial scales of analysis and consider the potential for local deviations. Appropriate subdivisions within the designated basin boundary will be identified based on significant geologic and hydrologic factors. Geologic cross-sections will be developed. Interactions between floodplain alluvium and underlying water-bearing units will be characterized. River-aquifer interactions will be assessed based on the newly acquired data. Seasonal transition from gaining to losing stream, if present, will be evaluated. The role of floodplain processes will be assessed for potential significance (i.e., chronic flooding associated with excess sediment and hydraulic dysfunction in portions of the Salt River, Williams Creek, and Francis Creek could be functioning as infiltration basins). The overall usable groundwater storage capacity for the basin will be estimated. The assumptions, methods, and results for Task 3 will be documented in the final project report.

Task 4: Water Balance

A preliminary water balance will be developed. The work product is described as “preliminary” because it’s unknown whether there will be sufficient data to develop a detailed year-by-year calculation for a representative hydrologic base period to discern long-term basin trends. At a minimum, the water balance will provide a more detailed and accurate estimate of existing conditions and support logical inferences of trends. The following components of the groundwater water balance equation will be evaluated:

Inputs

- Deep percolation from rainfall
- Return flows from irrigation and municipal use
- Recharge from streambeds (stream infiltration)
- Subsurface inflow from adjacent areas

Outputs

- Agricultural pumping
- Municipal pumping
- Discharge to streams
- Subsurface outflow to the ocean

Other smaller components (e.g., domestic water supply) will be screened for significance and included as appropriate. The most appropriate methods will be chosen based on the available data. A best estimate and reasonable range for each water balance component will be determined. Temporal variability will be discussed. Major sources of uncertainty will be identified and ranked by relevance. The sustainable yield of the basin will be evaluated. The basin’s susceptibility to overdraft or undesirable conditions will be evaluated. The sensitivity of the water balance to variability and uncertainty will be discussed, and recommendations will be presented for additional work to reduce uncertainty. The assumptions, methods, and results for Task 4 will be documented in the final project report.

Task 5: Stakeholder Involvement and Initial Management Planning

Humboldt County will coordinate with water users, public agencies, and other stakeholders through the Eel River Valley Groundwater Working Group. Stakeholder involvement will include status updates, information sharing, presentations, and solicitation of input and guidance. Approximately eight bimonthly Working

Group meetings are anticipated during the term of the project. Work products will include agendas, presentation materials, meeting minutes, and attendee lists.

Humboldt County and the Working Group will develop a definition of sustainability specific for the Eel River Valley groundwater basin and compatible with the definition in the Sustainable Groundwater Management Act. Historic and current sustainability will be assessed and scenarios for future trends will be discussed. Depending on the results of this assessment, four potential pathways are envisioned:

1. If basin management is deemed to be currently sustainable with limited concern for future changes in condition, then efforts will proceed for preparation of an Alternative Submittal in accordance with Water Code Section 10733.6. The final project report will serve as the document for the Alternative Submittal, which is due by January 1, 2017.
2. If the basin is deemed to be currently unsustainable, then objectives to restore sustainability will be developed and steps to prepare a GSP will proceed. The final project report will provide the initial framework for the GSP, but the complete GSP will need to be developed as part of a subsequent phase. Completion of the GSP will be required by January 31, 2022.
3. If basin management is deemed to be currently sustainable but vulnerable to becoming unsustainable in the near future, then objectives to maintain sustainability will be developed, and a decision will be made whether to proceed with an Alternative Submittal or a GSP. The final project report will either serve as the Alternate Submittal document or the initial framework for the GSP.
4. If information is inconclusive whether basin management is currently sustainable or vulnerable to becoming unsustainable, then the next step will be to secure funds to perform additional investigation and acquire the necessary information, with an awareness that completion of a GSP will be required by January 31, 2022. The final project report will be tailored to define the additional information needed to make a conclusive decision.

Task 6: Grant Administration

This task includes processing the grant agreement, invoicing, contracting, and reporting.

Table 4 - Project Budget

Project Title: Eel River Valley Groundwater Basin Assessment and Planning Project

Tasks		(a)	(b)	(c)	(d)
		Requested Grant Amount	Local Cost Share: Non-State Fund Source ^{1,2}	Other Cost Share	Total Cost
(a)	Task 1 - Compilation of Existing Data and Previous Studies	\$ 6,726.00	\$ 2,970.00		\$ 9,696.00
(b)	Task 2 - New Data Collection				\$ -
(c)	Task 2.1: Exploratory borings	\$ 97,156.00			\$ 97,156.00
(d)	Task 2.2: Surface water/groundwater level coupled monitoring	\$ 17,324.00			\$ 17,324.00
(e)	Task 2.3: Pump tests	\$ 18,124.00			\$ 18,124.00
(f)	Task 2.4: Surface water flow measurements	\$ 10,236.00			\$ 10,236.00
(g)	Task 2.5: Irrigation pumpage estimation	\$ 3,400.00	\$ 2,040.00		\$ 5,440.00
(h)	Task 2.6: Water level measurements and chloride testing	\$ 27,866.00			\$ 27,866.00
(i)	Task 3 - Conceptualization of Basin Hydrogeology and River-Aquifer Exchange	\$ 33,668.00			\$ 33,668.00
(j)	Task 4 - Preliminary Water Balance	\$ 23,816.00			\$ 23,816.00
(k)	Task 5 - Stakeholder Involvement and Management Planning	\$ 9,600.00	\$ 15,408.00		\$ 25,008.00
(f)	Task 6 - Grant Administration	\$ 2,084.00			\$ 2,084.00
(g)	Grand Total	\$ 250,000.00	\$ 20,418.00	\$ -	\$ 270,418.00

¹ Humboldt County is listed on Table 1 as a DAC County and requests a waiver from the 50% local cost-share requirement.

² County funds will serve as cost-share

SCHEDULE

Eel River Valley Groundwater Basin Assessment and Planning Project

Task	2016								2017			
	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1 Compilation of Existing Data and Previous Studies												
2 New Data Collection												
2.1 Exploratory borings												
2.2 Surface water/groundwater monitoring												
2.3 Pump tests												
2.4 Surface water flow measurements												
2.5 Irrigation pump estimation												
2.6 Water levels and chloride testing												
3 Conceptualization of Hydrogeology and River-Aquifer Exchange												
4 Water Balance												
5 Stakeholder Involvement / Initial Management Planning												
6 Grant Administration												

Notes:

- 1 This schedule assumes an executed grant agreement in place by May 1, 2016 (rather than July 1, 2016), based on communications from DWR staff that this start date is likely feasible.

- 2 Discussion:
 The Eel River Valley Groundwater Working Group has already been formed and organized, and stakeholders are ready to proceed. If Humboldt County gets an early indication that the grant is likely to be awarded, the County will promptly begin preparing a Request for Proposals for consulting assistance and initiate the selection and procurement process to be ready to proceed quickly when a grant agreement is execute. In addition, the County will begin the logistics and detailed planning for the field work. The schedule was developed based on a logical sequencing of activities and is realistic and reasonable based on the amount of field work required.

Appendix B – Sample Professional Services Agreement for Consultant Services

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

6. PAYMENT:

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

7. NOTICES:

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

COUNTY: County of Humboldt
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:

To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

16. INSURANCE REQUIREMENTS:

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

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include

coverage of all owned, non-owned and hired vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insureds for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate

policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

- 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 - 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 - 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 - 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

County of Humboldt
 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. PREVAILING WAGE RATES:

CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all federal, state, and local laws and ordinances applicable to the work required hereunder.

Any subcontract entered into as a result of this contract, if for more than Twenty Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this section.

When prevailing wages apply to the services described herein and Exhibit A – Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. (See <http://www.dir.ca.gov>.)

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

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

[CONSULTANT'S NAME]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Chair, Board of Supervisors

(SEAL)

ATTEST:

Clerk of the Board

By: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Risk Manager

Exhibit "A" – Scope of Services

Exhibit "B" – Project Schedule

Exhibit "C" – Project Budget

Exhibit "D" – Billing Rate Schedule

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
PROJECT SCHEDULE

**EXHIBIT C
PROJECT BUDGET**

EXHIBIT D
BILLING RATE SCHEDULE

BID ACTIVITIES

**Humboldt County Juvenile Hall Replacement Project
SB 81 Local Youthful Offender Rehabilitative Facilities
Project No.: 170212**

May 4, 2016

<u>TASKS</u>	<u>SCHEDULE</u>	<u>ACTION</u>
Board Authorization to Bid:	May 24, 2016	BOS
Distribute to Builder Exchanges: <i>Notice to Contractor followed by transmission of plans - 30 days prior to bid opening.</i>	May 24, 2016	NMR
Advertise Bid: <i>Local within 14 days prior to bid opening</i>	Sunday, May 29, 2016 Sunday, June 5, 2016 Sunday, June 12, 2016	Times-Standard
Pre-Bid Meeting: <i>Humboldt County Probation 2002 Harrison Avenue Eureka, California</i>	2:00 PM, June 8, 2016	NMR, DPW
Bid Opening: <i>Humboldt County Courthouse 825 5th Street, Room 111 Eureka, California</i>	2:00 PM, June 28, 2016	DPW
Board Letter to Award:	Placeholder for July 12, 2016	DPW
Board Authorization to Award:	July 12, 2016	BOS
Contract Administration:	July 12, 2016	DPW
Anticipated Start Date: <i>Notice to Proceed</i>	TBD	State

Appendix C – RFP Signature Affidavit

**REQUEST FOR PROPOSALS – NO. [REDACTED]
PROVISION OF PROFESSIONAL GEOLOGIST CONSULTING SERVICES**

**APPENDIX C – RFP SIGNATURE AFFIDAVIT
(Submit With Proposal)**

REQUEST FOR PROPOSALS – NO. [REDACTED] 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 proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named 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 and pricing are in conformity therewith.

Signature

Title

Name

Date

Appendix D – Reference Data Sheet

REQUEST FOR PROPOSALS – NO. [REDACTED]
PROVISION OF PROFESSIONAL GEOLOGIST CONSULTING SERVICES

APPENDIX D – REFERENCE DATA SHEET
(Submit with Proposal)

REFERENCE DATA SHEET

Provide a minimum of two (2) references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.

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