



COUNTY OF HUMBOLDT


AGENDA ITEM NO.

C-25

For the meeting of: January 3, 2017

Date: December 15, 2016

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Request for Qualifications (RFQ No. DPW2017-001) regarding On-Call Construction Management Services for Roadway Repair and Bridge Construction Projects

RECOMMENDATION(S):

That the Board of Supervisors;

Authorize, the Director of Public Works to advertise and distribute the attached Request for Qualifications (RFQ No. DPW2017-001) regarding on-call construction management services for roadway repair and bridge construction projects throughout Humboldt County.

SOURCE OF FUNDING: Road Fund-Federal Highway Administration ("FHWA") Highway Bridge Program, the Toll Credit Bridge Replacement Fund, and FHWA Storm Damage Funds

DISCUSSION: For the next three (3) years, the Department of Public Works ("Department") will be constructing several bridge and roadway repair projects. A list of potential projects is shown in Attachment 1. In order to comply with state and federal regulations, and due to limited staffing and expertise, certain construction management services need to be contracted out. The Department has prepared the attached Request for Qualifications ("RFQ") which solicits the anticipated services. The attached RFQ meets federal requirements and complies with the latest guidelines from Caltrans Local Assistance Procedures Manual, Chapter 10 – Consultant Selection. A preliminary scope of services, required qualifications and evaluation criteria have

Prepared by Jeffrey A. Ball

CAO Approval 

REVIEW:

Auditor _____ County Counsel  Personnel _____ Risk Manager  Other _____

TYPE OF ITEM:

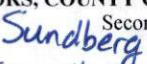

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____


BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor  Seconded by Supervisor 

Ayes  Fennell, Bass, Bohn, Wilson
Nays _____
Abstain _____
Absent _____

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

Dated: Jan. 3, 2017

By: 
Kathy Hayes, Clerk of the Board

been developed so the Department may select a minimum of three (3) consultants to create a pool of qualified consultants who will be available to meet the Department's construction management needs. This pool of qualified consultants, will be available to the Department for the next three years, with an optional two year extension.

The attached RFQ is the first step of a two-step process. Once a pool of qualified consultants has been established pursuant to the RFQ process, the Department will issue a project specific Request for Proposals ("RFP") to the qualified consultants for each individual project. Each RFP will contain a project specific scope of services and will solicit a cost proposal for the provision of such services. The Department will then return to the Board of Supervisors seeking approval to award a Consultant Services Agreement to the preferred consultant for each project. The selected consultant will act as the county's agent in all or selected tasks that pertain to construction management once the projects are advertised and awarded.

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

FINANCIAL IMPACT: Bridge projects are one hundred percent (100%) funded by the FHWA Highway Bridge Program and the Toll Credit Fund. The storm damage and earthquake damage projects are eighty-eight point fifty-three percent (88.53%) funded by FHWA and the remaining eleven point forty-seven percent (11.47%) funded by the County Road Division. There is no financial commitment until the Board approves a consultant services agreement with the selected consulting firm for each project.

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

OTHER AGENCY INVOLVEMENT: California Department of Transportation, Federal Highway Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board may choose not to approve the attached RFQ regarding on-call construction management services. However, this option is not recommended since the Department of Public Works does not have qualified personnel to oversee all of the up-coming bridge and roadway repair projects.

ATTACHMENTS:

1. List of Potential Projects
2. Request for Qualifications (RFQ No. DPW2017-001) On-Call Construction Management Services

ATTACHMENT 1

LIST OF POTENTIAL PROJECTS¹

Project No.	Project Name	Construction Year ²	Construction Cost ²	Workings Days
594021	Replacement of Red Cap Road Bridge over Big Rock Gulch	2017	\$1,870,000	130
594209	Replacement Williams Creek Bridge on Grizzly Bluff Road	2018	\$1,850,000	125
594124	Rehabilitation of Brookwood Drive Bridge over Jacoby Creek	2018	\$550,000	60
594021	Pine Hill Road Bridge over Swain's Slough	2018	\$2,500,000	130
210207	Mattole Road PM 43.17 Earthquake Damage Repairs	2017	\$400,000	40
206375	Alderpoint Road PM 40.21-40.70 Storm Damage Repairs	2017	\$1,300,000	60

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

²Estimated beginning year of construction and construction cost subject to change.

ATTACHMENT 2

Request for Qualifications (RFQ No. DPW2017-001) On-Call Construction
Management Services



**REQUEST FOR QUALIFICATIONS
(RFQ No. DPW2017-001)**

Construction Management Services

Date Released: January 3, 2017

Statements of Qualification Due: January 25, 2017 (prior 4:00 p.m. PST)

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

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-001
ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

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**REQUEST FOR QUALIFICATIONS – NO. DPW2017-001
ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Qualifications.
- B. **Caltrans.** As used herein, the term “Caltrans” refers to the California Department of Transportation.
- C. **Consultant.** As used herein, the term “Consultant” refers to any individual, agency, firm or company submitting a Statement of Qualification in response to this Request for Qualifications.
- D. **Consultant Services Agreement.** As used herein the term “Consultant Services Agreement” refers to a project specific agreement regarding the provision of certain construction management services that is awarded to a consulting firm within the Pool of Potential Consultants after a formal Request for Proposals process has been completed.
- E. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the state of California, acting through its Public Works Department – Engineering Division.
- F. **Pool of Potential Consultants.** As used herein, the term “Pool of Potential Consultants” refers to any consulting firm that the County chooses to place on the County’s list of on-call consultants that are available to provide construction management services for certain state and federal funded roadway repair and bridge construction projects after the selection process set forth in this Request for Qualifications has been completed.
- G. **Statement of Qualification.** As used herein, the term “Statement of Qualification” refers to the document or documents submitted by a Consultant in response to this Request for Qualifications.

1.2 Abbreviations:

- A. **FHWA.** As used herein, the abbreviation “FHWA” refers to the Federal Highway Administration.
- B. **PST.** As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- C. **RFP.** As used herein, the abbreviation “RFP” refers to Requests for Proposals that will be issued to consulting firms within the Pool of Potential Consultants for the provision of construction management services for certain state and federal funded roadway repair and bridge construction projects.
- D. **RFQ.** As used herein, the abbreviation “RFQ” refers to this Request for Qualifications seeking consulting firms to provide construction management services for state and federal funded roadway repair and bridge construction projects on an on-call basis.

2.0 GENERAL INFORMATION:

2.1 Overview:

The County of Humboldt ("County"), by and through its Public Works Department – Engineering Division, is seeking qualified consulting firms to provide construction management services for state and federal funded roadway repair and bridge construction projects on an on-call basis. Responses to this Request for Qualifications ("RFQ") will be in the form of a Statement of Qualification.

The County will select firms, based on their experience, availability of personnel and other considerations as noted below, to create a Pool of Potential Consultants. Such firms will then be selected from the pool on a per project basis pursuant to a competitive Request for Proposals ("RFP") process.

Pursuant to Chapter 10.7 – "Consultant Selection Using the Two-Step RFQ/RFP Method" of the California Department of Transportation's ("Caltrans") Local Assistance Procedures Manual, the County will send an RFP to the firms within the Pool of Potential Consultants requesting a proposal for each specific project. Project specific RFPs will include a description of the professional services needed, project plans and special provisions, and any other relevant information that is available.

2.2 Project Description:

The County constructs several roadway projects every year that are state and federally funded. In order to comply with state and federal laws and regulations, and due to limited staffing and expertise, certain services are contracted out to private consulting firms. In order to minimize response time and meet deadlines, Consultant Services Agreements will be negotiated proactively to ensure that an adequate number of consulting firms will be available to provide construction management services as such needs arise.

Consulting firms within the Pool of Potential Consultants will be asked to provide a detailed fee estimate, estimated time schedule and possibly a refined scope of work for each specific project. Upon receiving and reviewing the project proposals, the County may award a Consultant Services Agreement. Once a Consultant Services Agreement is awarded to a firm within the Pool of Potential Consultants, and written authorization is given, the selected consulting firm shall perform the required services within the agreed upon parameters. The timing of individual Consultant Services Agreements will largely depend on project requirements and federal approval of construction funding.

The scope of services required to be performed under Consultant Services Agreements shall include, without limitation, construction management services such as resident engineering, inspecting, construction staking, materials testing and geotechnical support. This RFQ includes, but is not limited to, the list of potential projects that is attached hereto as Attachment D.

Consultant Services Agreements will have a term of three (3) years unless, prior to its expiration, such term is extended through written amendment. However, under no circumstances shall the maximum term of a Consultant Services Agreement exceed five (5) years total. The maximum amount payable under each Consultant Services Agreement shall be \$250,000.00 with a maximum total fee to each firm not to exceed \$900,000.00. It should be noted that actual project costs will be based on wage rates established in the Consultant Services Agreement.

This RFQ is not for specific projects but for specific services. The County does not guarantee that a specific number of projects will be received by any of the firms within the Pool of Potential Consultants. The County may establish a master list of a minimum of three (3) qualified firms.

3.0 PRELIMINARY SCOPE OF SERVICES:

This section presents a preliminary scope of services to generally communicate the County's expectations for the provision of construction management services by firms within the Pool of Potential Consultants. A final scope of services will be developed by the County and the selected consulting firm on a per project basis.

3.1 General Responsibilities:

Consulting firms within the Pool of Potential Consultants that are awarded Consultant Services Agreements will be expected to perform all required professional services needed to oversee and manage the activities of an awarded prime contractor and subcontractors during construction of a specific roadway repair or bridge project, including, without limitation, field and night work in remote areas of Humboldt County. All services to be provided pursuant to a Consultant Services Agreement shall only be performed within the boundaries of Humboldt County.

3.2 Outline of Anticipated Services:

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare the Statements of Qualification that are submitted in response to this RFQ. The precise scope of services that will be incorporated into a Consultant Services Agreement for a given project shall be the subject of negotiations between the County and the consulting firm that has been selected for award after completion of a formal RFP process.

A. **Construction Management Services.** The construction management services that consulting firms within the Pool of Potential Consultants may be required to provide pursuant to the terms and conditions of a project specific Consultant Services Agreement, include, without limitation, all of the following:

1. Development of final construction management staffing plans and project management plans in accordance with project schedules.
2. Review of all design plans, project implementation and construction contracts, project schedules and Caltrans project management guidelines.
3. Provision of office engineering services, including, without limitation, developing and processing contract change orders, reviewing shop drawings, calculating pay quantities, preparing engineering and as-built drawings, calculations, records, reports and correspondence related to project activities and identifying actual and potential problems associated with construction of the project and recommending solutions.
4. Provision of contract administration and support services, including, without limitation, preparing correspondence, processing pay estimates and extra work billings, reviewing billings, developing and maintaining complete and accurate project files, including asset and electronic records management systems, in accordance with Caltrans file and record procedures and attending project audit and review meetings conducted by the Federal Highway Administration ("FHWA") and/or Caltrans.

5. Provision of construction engineering support, including, without limitation, analyzing time impacts to the project schedules in order to ensure contract compliance, providing recommendations regarding project schedule adherence, and attending pre-construction conferences and other weekly meetings as requested to keep County informed of construction progress.
6. Review and resolution of project protests, contract claims and notices of potential contract claims, including, without limitation, providing recommendations and expertise regarding dispute resolution principles, claims avoidance techniques, timeline awareness, risk analysis and claim report writing:
7. Review of draft construction plans and specifications and preparation of an evaluation report of findings per applicable standards. Evaluation reports shall identify errors, omissions and inconsistencies contained in the contract plans and specifications in order to assure overall project constructability, operability and maintainability.
8. Provision of geotechnical support services and related work for specific project locations as requested, including, without limitation, performing field investigations, evaluating construction conditions and making recommendations regarding the improvement thereof.
9. Provision of proactive on-site coordination with construction contractors and utility owners such as Humboldt Community Services District, Pacific Gas & Electric and SuddenLink, including, without limitation, coordinating installation and testing services with construction contractors and utility owners, as needed.
10. Review of contractor submittals including, without limitation, water pollution control plans, storm-water pollution prevention plans, hazardous material management plans, traffic control plans and false work and shoring plans.
11. Provision of proactive coordination with County staff to provide surveying, construction staking and line and grade checking for construction contractors, including, without limitation, providing as-built survey information upon request.
12. Provision of all required materials testing not performed by the County's materials lab. Subcontracted testing laboratories must be a participant in a testing program approved by the Caltrans Office of Materials Engineering and Testing Services.
13. Provision of regulatory compliance services, including, without limitation, reviewing the requirements of project permits issued by resource and regulatory agencies, managing and inspecting work performed by construction contractors to ensure compliance with such requirements and providing proactive coordination with resource agencies and construction contractors.
14. Provision of general construction management services, including, without limitation, conducting regular coordination and safety meetings, monitoring implementation of any and all applicable affirmative action programs, interviewing employees for payroll compliance, preparing daily field reports, issuing weekly work schedules, calculating pay quantities, preparing source documents, documenting as-built information on project plans and storm-water pollution prevention plans and preparing final project reports and other required documents for project closeout with FHWA and Caltrans.

15. Provide the County with hard copies and electronic copies of all plans, designs, reports, permits and agreements prepared pursuant to the terms and conditions of a project specific Consultant Services Agreement.

B. Other Project Management Services. Other project management services that consulting firms within the Pool of Potential Consultants may be required to provide pursuant to the terms and conditions of a project specific Consultant Services Agreement, include, without limitation, all of the following:

1. Provision of proactive coordination with County staff, adjacent property owners, local tribal governments and members of the public during project construction, including, without limitation, coordinating the timing of work and ingress-egress routes to the project site by the construction contractor in order to minimize impacts to roadways.
2. Provision of public information services, including, without limitation, preparing and conducting public presentations and meetings regarding the project, communicating project work plans to interested parties, preparing public notices and informational materials, including video simulations, maps and power point presentations, providing contacts to interested parties and the media and responding to questions concerning the project from interested parties, the media and other members of the public.
3. Provision of technical and report writing services, including, without limitation, conducting research, completing studies in specific areas, and developing work plans.
4. Provision of proactive coordination with the design engineer and construction contractor to resolve problems that may arise during construction, including, without limitation, coordinating reviews of shop drawing and requests for information.

4.0 REQUIRED QUALIFICATIONS:

4.1 Eligibility Requirements:

A. Required Qualifications. In order to be placed within the Pool of Potential Consultants for construction management services as part of this RFQ process, consultants must possess, at a minimum, all of the following qualifications:

1. Familiarity with the California Department of Transportation Standard Plans and Specifications.
2. Knowledge of standard construction practices and equipment, including, without limitation, the ability to read and draft construction plans and associated specifications and interpret construction survey staking.
3. Familiarity with standard state and federal construction documentation, including, without limitation, prevailing wage certification, daily extra work reports, material certification and partial pay estimation.
4. Ability to work long hours as necessitated by site work.
5. Good verbal and written communication skills.

B. Required Personnel. In order to be placed within the Pool of Potential Consultants for construction management services as part of this RFQ process, Consultants must have personnel that is capable, competent, and experienced in performing the types of services set forth herein with minimal instruction. The types of personnel that Consultants must have available include, without limitation, all of the following:

1. Project Managers that shall be responsible for coordinating the provision of construction management services pursuant to the terms and conditions of a project specific Consultant Services Agreement. Project Managers shall be registered civil engineers licensed in the State of California and have public construction and contract administration experience.
2. Resident Engineers that shall be responsible for performing engineering services pursuant to the terms and conditions of a project specific Consultant Services Agreement. Resident Engineers shall be registered civil engineers licensed in the State of California and have public construction and contract administration experience.
3. Construction Inspectors that shall be responsible for performing on-site inspection services pursuant to the terms and conditions of a project specific Consultant Services Agreement, including, without limitation, coordinating with construction field crews from beginning of construction to project completion.
4. Office Engineers that shall be responsible for providing, coordinating and scheduling engineering-related services pursuant the terms and conditions of a project specific Consultant Services Agreement. Office Engineers shall be registered civil engineers licensed in the State of California and have public construction and contract administration experience.
5. Construction Survey Crews that shall be responsible for providing staking and other surveying-related services pursuant to the terms and conditions of a project specific Consultant Services Agreement. Construction Survey Crews shall be supervised by a state licensed surveyor.
6. Materials Testing Teams that shall be responsible for performing materials testing services pursuant to the terms and conditions of a project specific Consultant Services Agreement. All members of the Materials Testing Team shall be certified by the Caltrans Materials Testing Laboratory.
7. Geotechnical Engineers that shall be responsible for providing geotechnical engineering services pursuant to the terms and conditions of a project specific Consultant Services Agreement, including, without limitation, field support for bridge construction projects. Geotechnical Engineers shall be registered civil engineers licensed in the State of California and have public agency construction and contract administration experience in the State of California.

4.2 Licensure, Certification and Accreditation Requirements:

In order to be placed within the Pool of Potential Consultants for construction management services as part of this RFQ process, Consultants must be in compliance with any and applicable local, state and federal licensure, certification and accreditation requirements and standards.

5.0 SCHEDULE OF EVENTS:

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

EVENT	DATE
RFQ issued by County:	January 3, 2017
Deadline for Submission of Questions:	January 11, 2017
Deadline for Responses to Questions:	January 18, 2017
Deadline for Statements of Qualification to be Received:	January 25, 2017, 4:00 p.m. PST
Consultant Interviews (if necessary):	February 20-24, 2017
Completion of Review and Evaluation Process:	March 3, 2017
Approval of Consultant Selection by Board of Supervisors:	March 21, 2017
Notification of Potential Consultants	March 24, 2017 (approximate)

6.0 STATEMENTS OF QUALIFICATION:

6.1 Submission of Statements of Qualification:

Consultants shall prepare and submit one (1) original Statement of Qualification and one (1) electronic copy thereof in PDF format on a CD or DVD by **4:00 p.m. PST, on January 25, 2017**. Statements of Qualification shall be signed by an authorized agent of the Consultant, and must be placed in a sealed envelope clearly marked "RFQ No. DPW2017-001" along with the name and address of the Consultant and the closing date and time for submission of Statements of Qualification. Statements of Qualification that are unsigned, or signed by an individual not authorized to bind the prospective consultant, will be considered nonresponsive and rejected. Statements of Qualification shall be personally delivered or mailed to:

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

Statements of Qualification submitted to any other County office will be rejected and returned to the Consultant unopened.

Time is of the essence, and any Statements of Qualification received after the above-referenced date and time for submittal, whether by mail or otherwise, will be rejected and returned to the

consultant unopened. It is the sole responsibility of the Consultant to ensure that its Statement of Qualification is received before the submittal deadline, and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFQ precludes the County from extending the deadline for submission of Statements of Qualification or from requesting additional information at any time during the evaluation process.

6.2 Withdrawal of Submitted Statements of Qualification:

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

6.3 Modification of Submitted Statements of Qualification:

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

6.4 Consultant Investigations:

Before submitting a Statement of Qualification, each Consultant 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 RFQ. In addition, each Consultant shall verify any representations made by the County that the Consultant will rely upon. Failure to make such investigations and examinations will not relieve the Consultant from its obligation to comply with all provisions and requirements set forth in this RFQ. In addition, a Consultant's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Consultant.

6.5 Expenses Incurred in Preparing Statements of Qualification:

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

6.6 Right of County to Reject Statements of Qualification:

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

6.7 Public Records and Trade Secrets:

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

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

6.8 Conflict of Interest:

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

7.0 REQUIRED FORMAT OF STATEMENTS OF QUALIFICATION:

7.1 General Instructions and Information:

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

1. Statements of Qualification must be submitted in accordance with the standards and specifications set forth in this RFQ and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
2. Statements of Qualification must be complete and specific unto themselves. For example, "See Enclosed Brochure" will not be considered an acceptable response.
3. Statements of Qualification must contain information which enables the County to evaluate the Consultant's ability to provide the types of services set forth in this RFQ.
4. All information, statements, letters and other documentation and attachments required by this RFQ must be included with the Statement of Qualification.

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

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

7.2 Introductory Letter:

The introductory letter shall, in one page or less, summarize the Consultant's qualifications and experience regarding the provision of services equivalent to those set forth in this RFQ. The introductory letter must also provide the Consultant's contact information, including, without limitation, Consultant's mailing address, telephone number, facsimile number and email address. The letter shall be signed in blue ink by an authorized representative of the Consultant.

7.3 Signature Affidavit:

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

7.4 Table of Contents:

Statements of Qualification shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 8.0 in the order listed above and any subsections thereof with sequential page numbers.

7.5 Business Profile:

Statements of Qualification shall include a clear and concise narrative which identifies the Consultant's ability to provide the types of services specified in this RFQ.

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

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

3. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFQ that has been brought by or against the Consultant, including the nature and result of such litigation.
4. A detailed description of any fraud convictions related to public contracts, if applicable.
5. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
7. A detailed description of any controlling or financial interest the Consultant has in any other firms or organizations, or whether the Consultant's firm is owned or controlled by any other firm or organization. If the Consultant does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

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

1. A detailed summary of the Consultant's overall experience regarding the provision of services equivalent to those set forth in this RFQ for public agencies.
2. A detailed description of the Consultant's knowledge of the requirements pertaining to the provision of services for federally funded projects, including, without limitation, Caltrans' Local Assistance Procedures.
3. The number of staff that are currently providing services equivalent to those set forth in this RFQ.
4. A detailed summary of the qualifications and experience of staff members that are currently providing services equivalent to those set forth in this RFQ, including job titles, responsibilities, special training, licenses and certifications.
5. Identification of the Consultant's management team and other key personnel, including, without limitation, an organizational chart and resumes of each staff member that may provide services equivalent to those set forth in this RFQ pursuant to a project specific Consultant Services Agreement.
6. A detailed summary of the Consultant's management expertise and approach, and how such expertise and approach will assure staff continuity and timely performance of services equivalent to those set forth in this RFQ.

7.6 References:

- A. Reference Data Sheet.** Statements of Qualification shall include a Reference Data Sheet containing present and past performance information from a minimum of three (3) former clients, preferably government agencies, to whom the Consultant has provided services

equivalent to those set forth in this RFQ within the past five (5) years. A Reference Data Sheet is attached to this RFQ as Attachment B.

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

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

7.7 Evidence of Insurability and Business Licenses:

All Consultants shall submit evidence of eligibility for all insurances required by the sample Consultant Services Agreement attached hereto Attachment C. However, additional insurance should not be purchased until the Consultant has been awarded a project specific Consultant Services Agreement. In addition, all Consultants shall certify the possession of any and all licenses and/or certifications required for the provision of services equivalent to those set forth in this RFQ.

7.8 Exceptions, Objections and Requested Changes:

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

7.9 Required Attachments:

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

- **Attachment 1 – Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Reference Data Sheet** (See Section 7.6)
- **Attachment 3 – Staff Resumes for Key Personnel** (See Section 7.5(B)(5))

8.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After the Statements of Qualification are received and opened by the County, the County will review and evaluate all Statements of Qualification for responsiveness to this RFQ, in order to determine whether the Consultant possesses the qualifications necessary for the satisfactory performance of services equivalent to those set forth in this RFQ. In doing so, the County may directly request clarifications of Statements of Qualification from one or more Consultants.

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

- **Business Profile and References – 30 points:** The Consultant's experience in providing services equivalent to those set forth in this RFQ for government agencies of comparable size.
- **Staffing levels – 30 points:** The Consultant's ability to provide key personnel familiar with providing services equivalent to those set forth in this RFQ.
- **Location – 10 points:** The Consultant's ability to provide staff from offices located in or near Humboldt County.
- **Ability to Provide High-Quality Services – 30 points:** The overall impression of the Consultant's ability to provide services equivalent to those set forth in this RFQ.

All Statements of Qualification will be evaluated by an RFQ Evaluation Committee made up of County staff members and other parties that have expertise or experience in the types of services set forth in this RFQ. Consultants may be requested to make presentations in accordance with direction from the County. Any delay caused by a Consultant's failure to respond to direction from the County may lead to a rejection of the Statement of Qualification. All contacts made with the County during the evaluation process shall be through Humboldt County Public Works Deputy Director, Tony Seghetti (see Section 9.1 for contact information). Attempts by a Consultant to contact any other County representative during the evaluation process may lead to rejection of the Statement of Qualification.

The evaluation and selection process is designed to award the procurement to Consultants with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Statements of Qualification will be evaluated against the evaluation criteria set forth in this RFQ and not against other Statements of Qualification. Consultants will be placed in the Pool of Potential Consultants based upon a total review and evaluation of each Statement of Qualification.

The County reserves the right to request clarifications and conduct interviews with any or all Consultants. The purpose of any such request for clarifications or interviews shall be to ensure full understanding of the Statement of Qualification. If clarifications are made as a result of such discussions, the Consultant shall put such clarifications in writing. Conflict resolution shall be handled by County staff upon receiving a written statement from the Consultant about this RFQ process.

9.0 MODIFICATION AND CORRECTION:

9.1 Requests for Clarification or Correction:

Consultants shall be responsible for meeting all of the requirements and conditions set forth in this RFQ. If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error

in this RFQ, a written request for clarification or correction should be submitted to the County at the following address:

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

Requests for clarification or correction and any other questions pertaining to this RFQ must be received by the County before **5:00 p.m. PST on January 11, 2017**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **January 18, 2017**.

9.2 Addenda:

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

10.0 CANCELLATION OF THE REQUEST FOR QUALIFICATIONS PROCESS:

The County hereby reserves the right to modify or cancel the RFQ process at any time after the issuance of this RFQ, but prior to the time that specific consulting firms are placed in the Pool of Potential Consultants, if the County determines, in its sole discretion, that doing so is in the best interests of the County. This RFQ does not commit the County to place any Consultant in the Pool of Potential Consultants or to award a project specific Consultant Services Agreement to any Consultant.

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-001
ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

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

REQUEST FOR QUALIFICATIONS – NO. DPW2017-001 SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

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

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

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

Signature

Title

Name

Date

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

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-001
ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

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

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

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

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-001
ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

ATTACHMENT C – SAMPLE CONSULTANT SERVICES AGREEMENT

AGREEMENT FOR CONSULTANT SERVICES

**BY AND BETWEEN
COUNTY OF HUMBOLDT**

AND

[NAME OF CONSULTANT]

FOR

CONSTRUCTION MANAGEMENT SERVICES FOR

[NAME OF PROJECT]

Project No. []

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

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in performing Construction Management services, which are further described in Attachment A – Scope of Work; and

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

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be _____ [Name] _____. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved CONSULTANT's Cost Proposal dated _____ [Date] _____. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

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

ARTICLE II – STATEMENT OF WORK

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

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE IV – PERFORMANCE PERIOD

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

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is

provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

COUNTY: Humboldt County Department of Public Works
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, CA 95501
- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI – TERMINATION

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

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the contract cost principles and procedures set forth in Title 48 of the Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Part 31 shall be subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Public Contract Code Sections 10115, et seq. and Title 21 of the California Code of Regulations, Chapter 21, Sections 2500, et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state of California, California State Auditor, COUNTY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of Twenty Five thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain this provision.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.

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

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein with resources available within its own organization and no portion of such work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all the provisions stipulated herein to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to federal funds when equipment with a value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XII – STATE PREVAILING WAGE RATES

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

ARTICLE XIII – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:

1. No local, state or federal appropriated funds have been paid, or will be paid by, or on behalf of, CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the California State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress, in connection with a federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00) and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.

B. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the

evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- C. CONSULTANT shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 CFR, Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed during this contract shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT Regulations, including employment practices for employment related programs.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XVIII – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in

order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract due to insufficient funding upon thirty (30) days advance written notice pursuant to the termination provisions set forth herein, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX – CHANGE IN TERMS

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

ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is ten percent (10%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-O2), which are attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

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

ARTICLE XXI – CONTINGENT FEE

CONSULTANT warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission,

percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to terminate this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII – DISPUTES

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

ARTICLE XXIII – INSPECTION OF WORK

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

ARTICLE XXIV – SAFETY

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

ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier

satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) per occurrence for any one incident, subject to a deductible of not more than Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate), subject to a deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. CONSULTANT's Commercial General Liability policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.

- c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
- 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. 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.
 - 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 - 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
 - 8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

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

AND

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

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

ARTICLE XXVI – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In performance of this contract, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws.
- B. All financial, statistical, personal, technical, or other data and information relative to COUNTY’s operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- D. All informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY’s Contract Administrator.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX – EVALUATION OF CONSULTANT

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

ARTICLE XXXI – RETENTION OF FUNDS

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

ARTICLE XXXII – NOTIFICATION

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

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

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

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

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

ARTICLE XXXIV – NO WAIVER OF DEFAULT

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

ARTICLE XXXV – ATTORNEY FEES ON BREACH

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

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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

becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this contract if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

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

ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

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

CONSULTANT'S NAME:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

[Name of Board Chair]

Chair, Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Analyst

Attachment A – Scope of Work

Attachment B – Cost Proposal & Work Schedule

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

**REQUEST FOR QUALIFICATIONS – NO. DPW2017-001
ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

ATTACHMENT D – LIST OF POTENTIAL PROJECTS¹

Project No.	Project Name	Construction Year ²	Construction Cost ²	Workings Days
594021	Replacement of Red Cap Road Bridge over Big Rock Gulch	2017	\$1,870,000	130
594209	Replacement Williams Creek Bridge on Grizzly Bluff Road	2018	\$1,850,000	125
594124	Rehabilitation of Brookwood Drive Bridge over Jacoby Creek	2018	\$550,000	60
594021	Pine Hill Road Bridge over Swain's Slough	2018	\$2,500,000	130
210207	Mattole Road PM 43.17 Earthquake Damage Repairs	2017	\$400,000	40
206375	Alderpoint Road PM 40.21-40.70 Storm Damage Repairs	2017	\$1,300,000	60

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

²Estimated beginning year of construction and construction cost subject to change.