

Attachment 2

RFP

**County of Humboldt • Department of Public Works
1106 Second Street • Eureka • CA • 95501 • 707.445.7491**



REQUEST FOR PROPOSAL (RFP)

Humboldt County Airports Land Use Compatibility Plan Update

RFP No. DPW2017-010



Above: California Redwood Coast – Humboldt County Airport

PROPOSAL DUE 01/19/2018 AT 5:00 P.M.

DELIVER OR MAIL PROPOSAL TO:

Thomas K. Mattson, Director
Humboldt County Department of Public Works
1106 Second Street
Eureka, CA 95501

Issued 12/13/2017

TABLE OF CONTENTS

1.0 INTRODUCTION.....	1
2.0 BACKGROUND.....	1
3.0 SCOPE OF SERVICES	1
3.1 Overview.....	1
3.2 Responsibilities.....	8
4.0 PROPOSAL CONTENT.....	9
4.1 Proposal Contents	9
4.2 Questions, Answers, and Addenda	9
4.3 Acknowledgement of Questions, Answers, and Addenda	10
4.4 Submittal Requirements.....	10
4.5 Public Records and Trade Secrets.....	10
4.6 Costs	11
5.0 SELECTION PROCESS	11
5.1 Ranking Criteria	11
5.2 Rejection of Submittal	11
5.3 Committee Recommendations.....	11
5.4 Negotiations.....	11
5.5 Anticipated Schedule / Timeline of Major Milestones	12
6.0 COUNTY NOTICES	12
7.0 ATTACHMENTS.....	14
7.1 Attachment 1 – Sample Agreement.....	14

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update

County of Humboldt – Department of Public Works

1.0 INTRODUCTION

The County of Humboldt (County) is seeking a Consultant to update the Humboldt County Airports Land Use Compatibility Plan (ALUCP) for the County of Humboldt.

The County intends to enter into an agreement with a Consultant that will meet all qualification criteria and has successfully performed services on similar projects in the past. The successful Consultant will be required to enter into an Agreement with the County for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A Consultant submitting a proposal must be prepared to use the County's standard agreement form rather than its own contract form. The agreement will include terms appropriate for this project. Generally, the terms of the agreement will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of the Agreement under certain conditions; (6) indemnification of the County; (7) approval by the County of any sub-consultants; and (8) insurance requirements. A Sample Agreement is attached as Attachment 1 to this RFP. The County intends to execute an Agreement substantially in the form of the Sample Agreement with the selected consultant.

2.0 BACKGROUND

The current ALUCP was adopted in 1993 and has not been comprehensively updated since its adoption. The County was included on a list to receive a grant from the State California Transportation Commission's 2016 Aeronautics Acquisition and Development (A & D) Program Grant Funds for an update of the ALUCP. On May 17, 2017, the California Transportation Commission voted on and approved the grant (\$250,000.00) to the County.

3.0 SCOPE OF SERVICES

3.1 Overview

The update will bring the existing ALUCP into compliance with the 2011 California Airport Land Use Planning Handbook; it will include latest airport master or layout plans; and it will make appropriate and necessary changes to Compatibility Zone Boundaries, Policies and Criteria.

Task 1.0 – Project Initiation

Anticipated time frame: May 2017 – March 2018

- | | | |
|-----------------|---|--------------------|
| Task 1.1 | Execute Funding Agreement - (County/Caltrans) | (Task Completed) |
| | County and State will execute an agreement to fund the project. | |
| Task 1.2 | Scope of Work - (County/Caltrans) | (Task Completed) |
| | County staff will develop a scope of work and product that will be delivered. | |
| Task 1.3 | Requests for Proposals - (County/Caltrans) | (Task Completed) |
| | County staff will prepare an RFP to accept proposals on the proposed update to the Humboldt County ALUCP. | |
| Task 1.4 | Select Consultant - (County/Caltrans) | (Task in Progress) |
| | County staff and Caltrans will review the submitted proposals for selection of the consultant. | |
| Task 1.5 | Partner Airport Agencies - (County/ Hoopa Tribe/ Resort Improvement District/ City of Eureka) | |
| | County and partner airport agencies to enter into Memorandums of Agreement (MOA) regarding their participation in the ALUCP update. | |

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
County of Humboldt – Department of Public Works

Task 1.6 Grant agreement with State signed and executed - (County/Caltrans)

Task 1.7 County and Consultant to execute the Agreement - (County /Consultant)
County staff and Consultant to execute the agreement to update the ALUCP.

Task 2.0 - Prepare administrative draft of ALUCP and administrative draft CEQA Document

Anticipated time frame: March 2018 – September 2018

Task 2.1 Establish an Updated Database - (Consultant)

Consultant shall create an updated database of existing information about the six county-maintained airports. Based upon participation by partnering agencies, up to three non-county maintained airports shall also be included in the updated database. The updated database shall include, but not be limited to, updates of airport utilization, noise contours, obstruction charts and safety zones. The initial database shall be compiled by the Consultant, using the existing ALUCP. The database will then be updated by the Consultant to reflect current airport conditions.

Note that there may be limited existing information available for Samoa Field which is operated by the City of Eureka, a partner agency.

Task 2.2 Bring the ALUCP into compliance with the October 2011, California Airport Land Use Planning Handbook - (Consultant)

Consultant shall review and update the existing Humboldt County ALUCP to make it consistent and compliant with the current (2011) California Airport Land Use Planning Handbook.

Task 2.3 Overall review and update of the existing ALUCP - (Consultant)

Review and update of introduction and countywide policies.

Task 2.4 Airport Information – (Consultant)

Consultant shall prepare information for the following airports pursuant to the Checklist of ALUCP Contents, Table 2A (October 2011 California Airport Land Use Planning Handbook page 2-7.)

California Redwood Coast- Humboldt County Airport (formerly Arcata-Eureka Airport)

Dinsmore Airport

Garberville Airport

Kneeland Airport

Murray Field

Rohnerville Airport

One or more of the following airports will be included if the partner airport agency agrees to participate in the ALUCP update:

Hoopla Airport (operated by the Hoopa Tribe)

Samoa Field (operated by the City of Eureka)

Shelter Cove Airport (operated by the Resort Improvement District)

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update

County of Humboldt – Department of Public Works

Scope of the Plan: In a preface or introductory chapter, provide a clear statement describing the scope and function of the plan. Specifically:

- **Purpose and Authority:** Refer to Public Utilities Code (PUC) statute that requires the formation of Airport Land Use Commissions (ALUCs) and requires preparation of an ALUCP. Include the resolution that formed the ALUC and the resolution that adopts this ALUCP. The plan's purpose should be defined as a vehicle for conducting airport land use compatibility planning.
- **Airport Identification:** List the airport(s) addressed by the plan and the city or unincorporated county in which they are located.
- **Airport Influence Area:** Provide a general description and map of the area that comprises the jurisdiction of the ALUC. Also include a map covering the planning boundary of the ALUCP if it varies from the Airport Influence Area (AIA) boundary.
- **Jurisdictions Affected:** Identify all local jurisdictions and any military facilities that are affected by the ALUCP. Listing the general and specific plans of local jurisdictions also may be valuable.
- **Limitations of the Plan:** Note the limitations on ALUC jurisdiction over existing land uses; state, federal and tribal land; and airport operations as stated in the law and how they are applied by the individual ALUC.

Airport Information: Include essential information about the airport(s) that shows the ALUCP has been based upon a Federal Aviation Administration (FAA)-adopted Airport Master Plan (AMP) or Airport Layout Plan (ALP).

- **Planning Status:** Indicate the FAA approval date of the current ALP and activity forecasts (see below).
- Indicate local government or airport adoption date for the AMP.
- **ALP:** Include a copy of the FAA-approved ALP.
- **Airport Activity:** Document existing and projected airport operational levels. Include data indicating the known or estimated distribution of operations by type of aircraft, time of day, and runway used. As necessary, extend the 20 year forecasts included in adopted AMPs to ensure that the ALUCP reflects the anticipated growth of airport activity over a 20 year period.

Compatibility Policies and Criteria: State all policies and criteria as clearly, precisely, and completely as possible, in a separate chapter from background information. As appropriate, use tables to present primary criteria. Address each of the following compatibility concerns:

- **Noise:** Indicate maximum normally acceptable exterior noise levels for new residential and other noise sensitive land uses. Note interior noise level standards.
- **Overflight:** Indicate how aircraft overflight noise concerns are addressed.
- **Safety:** Indicate maximum acceptable land use densities and intensities and the manner in which they are to be measured. List any uses explicitly prohibited from certain zones.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update

County of Humboldt – Department of Public Works

- **Airspace Protection:** Note reliance upon Federal Airspace Regulation (FAR) Part 77 and Terminal Instrument Procedures (TERPS) if relevant. If applicable, indicate policies addressing objects where ground level exceeds FAR Part 77 criteria. List criteria regarding hazards to flight such as bird strikes, solar panels, wind turbines, stationary smoke plumes and electronic interferences with flight operations.

Compatibility Zone Maps: For each airport, provide either a composite compatibility zone map or individual compatibility zone maps. On base map, identify roads, water courses, section lines, and other major natural and man-made features. Showing the local government zoning as a background layer is also helpful.

- **Noise Contours:** Show CNEL contours to be used for planning purposes.
- **Compatibility Policies:** If compatibility policies are based on separate assessment of compatibility concerns, indicate boundaries and dimensions of safety zones. When basing zones on guidelines in Chapter 3 of the Handbook, make adjustments as appropriate to reflect traffic pattern locations and other factors particular to each individual airport.
- **FAA Airspace Protection Surfaces:** Include map derived from FAR Part 77 standards indicating allowable heights of objects relative to the airport elevation. Indicate locations where ground exceeds these limits. Base map should show topography.
- **Composite Compatibility Zones:** When using compatibility criteria representing a composite of the above individual compatibility concerns (noise, overflight, safety, and airspace protection) provide a map showing the boundaries of each zone. Indicate distances of boundaries from the airport runways.
- **Airport Influence Area:** Clearly identify the AIA boundary on a map and with a written description.

Review Policies: Describe the process and list the steps that the ALUC will use in reviewing local government plans and projects.

- **Types of Actions for ALUC Review:** List the types of local government plans or projects that are to be submitted to the ALUC. Distinguish between mandatory and voluntary submittals.
- **Project Information:** List the types of information to be included when a project or plan is submitted for an ALUC consistency decision.
- **Timing:** Define when ALUC reviews are to be conducted and the time limits within which the ALUC must respond.
- **ALUC Staff Responsibilities:** Define staff duties in the ALUC compatibility review process.

Preliminary Review of Plans and Projects for Consistency determinations:

If applicable, describe the steps involved when an affected local jurisdiction requests the ALUC to provide a preliminary assessment of the general plans, specific plans, and relevant land use ordinances and regulations prior to their official submission for an ALUC determination. The ALUC should make a reasonable effort to identify any direct conflicts needing to be resolved as well as criteria and procedures that need to be defined in order for the local plans to be considered consistent with the ALUCP.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update

County of Humboldt – Department of Public Works

Land Use Information: Include maps such as the following:

- Existing Land Use Development: Show locations in the airport vicinity where development exists by using current, high-altitude aerial photographs and/or GIS data.
- Planned Land Uses: Show locations in the airport vicinity where development is planned by including current general plan and zoning maps.

Discussion of Compatibility Issues: Discuss the basic concepts and rationale behind the compatibility policies and criteria.

Local Government Implementation: Discuss the general plan and specific plan ALUCP consistency requirement. Refer Local jurisdictions to the Handbook appendices for sample implementation documents such as, Methods for Calculating Usage Intensities, Buyer Awareness Measures, and an Airport Overlay Zone Ordinance.

Supporting Materials: For quick reference, include:

- State Aeronautics Act: Provide a copy of the current state laws pertaining to airport land use commissions (PUC Sections 21670-21679.5). Indicate the date of the most current legislative amendment.
- Federal Aviation Regulations Part 77: Provide a copy of regulations governing objects affecting navigable airspace.
- Glossary: Prepare a glossary of common aviation terms, particularly those associated with airport land use compatibility planning topics.
A website link to the Caltrans Division of Aeronautics.

Task 2.5 Enabling Ordinances - (Consultant)

2.5.1 Consultant shall provide sample ordinances that are required in order to implement the ALUCP. Sample ordinances shall be from other California counties. This task includes, but is not limited to, providing an ordinance that will enable recording of deed notices.

2.5.2 Consultant shall review and update County Code Section 333-1 et seq. The submittal shall be in MS Word format using 'Track Changes'.

Task 2.6 Prepare administrative draft ALUCP – (Consultant)

Consultant shall prepare an administrative draft of the ALUCP.

Task 2.7 Review of administrative draft ALUCP - (County and Caltrans)

County staff and Caltrans shall review and comment on the Administrative Draft ALUCP and provide comments and corrections to be addressed by Consultant and incorporated into the Public Draft ALUCP in Task 3.1.

Task 2.8 Prepare an administrative draft CEQA Document - (Consultant)

2.8.1 Consultant shall prepare an assessment containing sufficient information for County staff to, in consultation with the Consultant, determine what type of environmental document is required for compliance with the California Environmental Quality Act (CEQA) prior to the ALUCP being presented to the ALUC for adoption.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update

County of Humboldt – Department of Public Works

2.8.2 Upon agreement between County staff and Consultant on the type of document - staff anticipates it to be either a Notice of Exemption (NOE), Negative Declaration (ND) or Mitigated Negative Declaration (MND) - Consultant shall prepare an administrative draft CEQA document. The following tasks assume an ND or MND will be developed.

Task 2.9 Submittal of administrative draft documents – (Consultant)

Consultant shall provide the County with four (4) single sided copies and one (1) .pdf of each of the following:

- Administrative draft ALUCP (Task 2.6)
- Administrative draft CEQA document (Task 2.8)

Consultant shall provide the following in MS Word format:

- Sample enabling ordinances (Task 2.5.1)
- County Code Section 333 update and revisions (Task 2.5.2)

Task 2.10 Review of administrative draft CEQA Document – (County and Caltrans)

County staff and Caltrans shall review and comment on the administrative draft CEQA document and provide comments and corrections to be addressed by Consultant and incorporated into the public draft CEQA document in Task 3.1.

Task 3.0 – Finalize public draft ALUCP and public draft CEQA Document

Anticipated time frame: September 2018 – May 2020

Task 3.1 Completion of public draft ALUCP and Public Draft CEQA Document - (Consultant)

3.1.1 Consultant shall address County comments and corrections from Task 2.7 and prepare a public draft ALUCP. Consultant shall provide the entire public draft ALUCP to the County in a single, fully ADA accessible .pdf file.

3.1.2 Consultant shall address County comments and corrections from Task 2.10 and prepare a public draft CEQA document. Consultant shall provide the entire public draft CEQA document to the County in a single, fully ADA accessible .pdf file.

Task 3.2 Public Review of Draft ALUCP - (County and Consultant)

3.2.1. County staff will circulate public draft ALUCP and public draft CEQA documents for a minimum 30-day public and agency review process. Consultant shall prepare a Notice of Availability and circulate the public draft CEQA document to the State Clearinghouse for review.

3.2.2 During the minimum 30-day public and agency review of the public draft ALUCP and public draft CEQA document, County staff will schedule the ALUC to conduct a public hearing to receive comments on the Draft ALUCP.

3.2.3 After the first public hearing, County will present the public draft ALUCP and public draft CEQA document to the Airport Advisory Committee.

3.2.4 After the review period closes, County staff will schedule a public hearing with the ALUC to present the ALUC with the comments received during the review period; staff will provide recommendations to the ALUC for completing the update. The consultant shall attend this meeting.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update

County of Humboldt – Department of Public Works

Task 3.3 CEQA Notice of Determination - (County)

County staff will cause to be filed the required CEQA Notice of Determination.

Task 3.4 Prepare the final draft ALUCP and final draft CEQA Document - (Consultant)

3.4.1 Consultant shall prepare the final draft ALUCP and final draft CEQA document reflecting public, Caltrans, County, Aviation Advisory Committee and ALUC comments as directed by the ALUC and County staff.

3.4.2 Consultant shall prepare a response to all comments received.

3.4.3 Consultant shall provide the entire ALUCP to County in a single, fully ADA accessible .pdf file and nine (9) bound paper copies.

3.4.4 Consultant shall provide the entire CEQA document to County in a single, ADA accessible .pdf file and nine (9) bound paper copies.

3.4.5 Consultant shall provide County with an updated GIS shape file for the *Airport Compatibility Zones* mapping. The existing shape file will be provided to the Consultant by County.

3.4.6 Consultant shall provide County with an updated GIS shape file for the *Airport Zone Building Regulations (County Code Section 333)* mapping to reflect proposed changes to County Code Section 333 et seq. The existing shape file will be provided to Consultant by County.

3.4.7 Consultant shall provide County with unlocked and unprotected source files for all files used in the preparation of both the ALUCP and the CEQA document. This will allow the County to be able to make subsequent changes to these documents without the aid or assistance of Consultant.

Examples:

- If the ALUCP was prepared in MS Word, all of the MS Word files that comprise the ALUCP shall be provided to the County in an unlocked and unprotected .docx file.
- If an exhibit included within the ALUCP was created in AutoCAD, the exhibit (and all xref'd .dwgs) shall be provided to the County in an unlocked and unprotected .dwg file.
- If a table included within the ALUCP was created using MS Excel, then an unlocked and unprotected .xlsx file shall be provided to the County.

Task 3.5 Final ALUCP and CEQA Document Adoption Hearing - (County)

3.5.1 County staff will present the final draft of the ALUCP and CEQA documents to the Airport Advisory Committee.

3.5.2 County staff will present the final draft of the ALUCP and CEQA documents to the ALUC for adoption at a noticed public hearing. The consultant shall attend this meeting.

Task 3.6 Post Adoption - (County)

3.6.1 County staff shall deliver the adopted ALUCP and CEQA documents to Caltrans and post the adopted ALUCP on the County's website.

3.6.2 County shall update forms and procedures as necessary to comply with the updated ALUCP.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update

County of Humboldt – Department of Public Works

3.2 Responsibilities

The completion of the update of the ALUCP will require a coordinated effort between ALUC staff, Consultant, Caltrans, other local jurisdictions and airport managers who administer the public and private airports.

County Staff will:

- Abide by all terms and conditions of Grant Agreement #Hum-1-16-1 with Caltrans.
- Administer the Consultant Agreement.
- Coordinate cooperative interactions with governing bodies of airport partner agencies and local planning jurisdictions.
- Assist the Consultant in conducting meetings and presentations to the ALUC.
- Act as lead agency staff in the CEQA process.
- Arrange public hearings.
- Prepare the final recommendation to the ALUC and take all actions necessary to obtain final adoption of the ALUCP.

Caltrans will:

- Provide review and approval of the Consultant selected by the County.
- Provide state level funding and budget as stipulated by the approved grant.
 - 1) Caltrans will approve the final Scope of Work, enter a grant agreement with Humboldt County, and review all subsequent work products.
 - 2) Approval of final draft ALUCP by Caltrans, and adoption of the Humboldt County ALUCP by the ALUC will constitute completion of the project for the purpose of final payment to County by Caltrans.

Consultant shall:

- Be responsible for the development of the technical work as defined in the Scope of Services (Section 3.0).
- Be responsible for preparing administrative draft ALUCP and administrative draft CEQA documents for review by County staff, Caltrans and the ALUC (Task 2.6 & Task 2.8).
- Be responsible for preparing public draft ALUCP and public draft CEQA documents for review by County staff, Caltrans and the ALUC (Task 3.1.1 and 3.1.2).
- Be responsible for preparing final draft ALUCP and final draft CEQA documents for review by County staff, Caltrans and the ALUC (Task 3.4.1).
- Be responsible for preparing all documents in Microsoft Word format and providing the unlocked source files (.docx) to the County upon adoption. (Task 3.4.7)
- Coordinate with County staff when obtaining information from local airport operators regarding airport operation information, and local planning departments regarding land uses in the vicinity of the individual airports (Task 2.4).
- Arrange and conduct appropriate number of meetings with the County, other local jurisdictions and private airport managers. These meetings are intended to be by teleconference (Task 2.4).

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update

County of Humboldt – Department of Public Works

- Assist with the presentations at public hearings for the adoption of the CEQA document and the ALUCP; Consultant to appear in person (Task 3.2.4 and Task 3.5)
- Provide nine (9) hard copies of the final ALUCP and CEQA document. (Task 3.4.3 and Task 3.4.4)
- Provide CD/DVD/or USB memory stick of all files including all maps and exhibits in an unlocked, editable format in which they were created. Provide the entire ALUCP to the County in a single, fully ADA accessible .pdf file. (Task 3.4.3, 3.4.4, 3.4.5, 3.4.6 and 3.4.7)

4.0 PROPOSAL CONTENT

4.1 Proposal Contents

The proposal shall include:

- A. A summary of the Consultant's (and the Consultant's sub-consultants) qualifications and experience. Experience with multiple jurisdictions is preferred.
- B. The address of the Consultant (and the Consultant's sub-consultants) that will be involved; websites for the Consultant (and the Consultant's consultants); and the contact information (name, title, phone number, e-mail) of the person responsible for the proposal.
- C. A list of the Consultant's personnel (and the Consultant's sub-consultant's personnel) who will be assigned to the project, including their specific responsibilities and individual qualifications. No substitution of personnel or consultants will be allowed except as authorized in writing by the County.
- D. An organizational chart showing the relationship of the Consultant's personnel (and the Consultant's sub-consultant's personnel) who will be assigned to the project.
- E. A statement of understanding of the scope of the services proposed and a conceptual plan for proceeding.
- F. A separate description of work for each of the tasks identified in Section 3.0.
- G. An implementation schedule for the entire project, broken down into phases, and that follows the tasks in Section 3.0.
- H. In a separate sealed envelope marked "FEE PROPOSAL – DO NOT OPEN": A lump sum fee for the work; an hourly rate schedule; and a "per meeting cost" for any additional meetings that may be required. The "per-meeting cost" is to cover multiple meetings held on the same day.

4.2 Questions, Answers, and Addenda

Questions regarding the request for proposal submitted to Tom Mattson via e-mail at tmattson@co.humboldt.ca.us on or before 01/05/2018 will be answered and posted on the County's website: <http://humboldt.gov/Bids.aspx>

It is the intent of the Department to post "questions & answers" as soon as possible after the date received. It is the responsibility of the proposer to frequently check the website for "questions & answers." Any addenda issued for the RFP will be posted to the County's website. Be sure to register on the website to receive notification when updates are made.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update

County of Humboldt – Department of Public Works

4.3 Acknowledgement of Questions, Answers, and Addenda

All proposals shall acknowledge receipt of all "questions & answers" and addenda posted on the County's website. The last date that the County will post questions & answers and addenda is 01/12/2018.

4.4 Submittal Requirements

One (1) original of the proposal, signed by an officer of the Consultant; three (3) paper copies; and one (1) .pdf file must be received in the office of the Humboldt County Department of Public Works no later than 5:00 pm on 01/19/2018. The proposed fee shall be submitted in a separate, sealed envelope marked "FEE PROPOSAL – DO NOT OPEN" along with the proposal. Proposals received after the deadline will not be accepted. Unsigned proposals will not be accepted. The proposal package shall be sealed and clearly labeled "Humboldt County Airports Land Use Compatibility Plan Update". It shall be mailed or delivered to:

Attention: ALUCP Update Proposal **DO NOT OPEN**
RFP No. DPW2017-010
Thomas K. Mattson, Director
Humboldt County Department of Public Works
1106 Second Street
Eureka, CA 95501

4.5 Public Records and Trade Secrets

All proposals and materials submitted shall become the property of the County and are subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.). This RFP and all responses are considered public information, except for trade secrets specifically identified, which will be handled according to state statutes or other laws. Any information that contains trade secrets shall be communicated to the County by the Consultant. Any page of the Consultant's proposal 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. In the event that the County receives a request for the disclosure of any such specifically identified information, prior to the release of any such specifically identified information, the County will contact the Consultant and will not release the specifically identified information if the Consultant agrees to indemnify, defend, and hold harmless the County in any action brought to disclose such information. The Consultant by submitting such information, agrees that the failure of the County to contact the Consultant prior to the release of such information will not be a basis for liability by the County or any County employee to the Consultant.

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as the selection committee is prepared to recommend an agreement to County Board of Supervisors. After that time, the California Public Records Act limits the County's ability to withhold records relating to the proposals. If a Consultant's proposal contains any proprietary information or trade secret that the Consultant does not want disclosed to the public, each sheet of such information SHALL be marked by the Consultant as "proprietary information" or "trade secret" as specified above. If, after a proposal has been selected, a third party requests a copy of any Consultant's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Consultant agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update

County of Humboldt – Department of Public Works

4.6 Costs

The County and partner airport agencies will not pay any costs incurred or associated with the preparation of proposals or participation in the RFP process.

5.0 SELECTION PROCESS

5.1 Ranking Criteria

A selection committee will be formed to review and rank the proposals. The criteria for selecting the consultant to be recommended for selection by the Board of Supervisors are provided below:

	Approximate Breakdown of Points
A. Technical approach/understanding of project.....	30
B. Experience of the Consultant, the Consultant's staff, and the Consultant's sub-consultants.....	25
C. Consultant's past record of performance on similar projects.....	25
D. Familiarity with local government administrative procedures and organization.	20
TOTAL POINTS.....	100

5.2 Rejection of Submittal

The selection committee may recommend that a proposal be rejected for not demonstrating sufficient experience, capability of staff, and/or availability of staff.

5.3 Committee Recommendations

Depending upon the quantity of proposals received and the quality of the proposals received, the selection committee will either:

1. Recommend that the top 3 ranked Consultants participate in a presentation in order to determine the top ranked Consultant.
2. Recommend that the top ranked Consultant be considered for Agreement negotiations.

5.4 Negotiations

The County will negotiate with the top ranked Consultant. If the County and the top ranked Consultant cannot come to an agreement, then the County will terminate negotiations with that Consultant and begin negotiations with the next qualified Consultant. Once terminated, negotiations will not be reopened with the same Consultant. Once an Agreement has been executed by the Board of Supervisors, the unopened fee proposal envelopes of the remaining Consultants will be returned.

The successful Consultant will be required to enter into an Agreement with the County in a format acceptable to the County. The Agreement will include insurance requirements, provisions for compliance with the Nuclear Free Humboldt County Ordinance, and will be presented to the Board of Supervisors for approval. A sample Agreement is included as Attachment 1.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
County of Humboldt – Department of Public Works

5.5 Anticipated Schedule / Timeline of Major Milestones

Issue RFP	12/13/2017
Deadline for Questions	01/05/2018
Answers to Questions Issued	01/12/2018
Proposals Due	01/19/2018
Selection Committee	± 01/22/2018
Consultant Presentations (if required)	± 02/05/2018
Agreement Negotiations	± 02/13/2018
Agreement Executed by Board of Supervisors/Begin Work	± 03/05/2018
Completion of the administrative draft ALUCP and CEQA document (Task 2.9)	± 9/2018
Completion of public draft ALUCP and CEQA document (Task 3.1)	± 3/2019
Presentation to ALUC of public draft ALUCP and CEQA document (Task 3.2.2 & 3.2.3)	± 5/2019
Presentation to ALUC of comments received on public draft ALUCP and CEQA document (Task 3.2.4)	± 7/2019
Completion of final draft ALUCP and CEQA document (Task 3.4)	± 2/2020
Presentation to ALUC for adoption of final ALUCP and final CEQA document (Task 3.5)	± 3/2020
Project Completed	± 5/2020

6.0 COUNTY NOTICES

All proposing consultants responding to this RFP should note the following:

- A. The County reserves the right to cancel the RFP process at any time.
- B. The County reserves the right to reject any and all proposals, and to waive any informality, technical defect or clerical error in any proposal as the interests of the County may require.
- C. The County reserves the right to request additional information from a Consultant after the proposals have been submitted.
- D. The County reserves the right to request clarification of any submitted information from a Consultant after the proposals have been submitted.
- E. The County reserves the right to modify the scope of work as it finds necessary to meet budget limitations or address other needs. The County reserves the right to waive any informalities or irregularities in any qualification statement.
- F. The County reserves the right to not enter into any Agreement.
- G. The County reserves the right to not to select any consultant.
- H. The County reserves the right to amend this process at any time.
- I. The County reserves the right to interview consultants prior to award.
- J. The County reserves the right to enter into negotiations with one or more consultants.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
County of Humboldt – Department of Public Works

- K. The County reserves the right to award more than one Agreement if it is in the best interest of the County.
- L. The County reserves the right to issue similar RFPs or RFQs in the future.
- M. The County reserves the right to request additional information during the interview.
- N. The County welcomes any approach that, in the Consultant's judgment, offers a better method of achieving the desired end. Additionally, any enhancements that the Consultant may want to suggest will be considered, provided that such enhancements are properly supported and their costs are itemized.
- O. Any Consultant who attempts to influence the RFP process by interfering or colluding with other proposers, with any County officer, employee or agent, or who deviates from the process as set forth in this RFP may be disqualified at any time from further participation in this project. However, nothing is to prevent Consultants from forming partnerships to provide a comprehensive proposal.
- P. Any questions related to this RFP are to be directed in writing to the county contact person identified above. Do not contact other County personnel or selection committee members regarding this project or the selection procedures.
- Q. All work performed for County, including all documents associated with the project, shall become the exclusive property of County.
- R. The selected consultant is expected to perform and complete the project in its entirety.
- S. Consultants that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain an Agreement or be recommended for an Agreement may request a debriefing to learn the general reasons for selection of a competitor to enter into an Agreement. Requests for debriefings shall be directed to:

Thomas K. Mattson, Director
Humboldt County Department of Public Works
1106 Second Street
Eureka, CA 95501

Debriefings may be conducted via telephone, email or during a face-to-face meeting at the County offices in Eureka, California.

Consultants that have received a debriefing, but continue to feel aggrieved regarding the RFP process may submit a protest to:

Thomas K. Mattson, Director
Humboldt County Department of Public Works
1106 Second Street
Eureka, CA 95501

All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest, including specific facts and citation of the law, rule, regulation or procedure on which the protest is based. Consultant capabilities, project characteristics and/or pricing features that were not included in the consultant's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto or within seven (7) working days following the debriefing.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
County of Humboldt – Department of Public Works

7.0 ATTACHMENTS

7.1 Attachment 1 – Sample Agreement

// END //

AGREEMENT FOR CONSULTANT SERVICES

BY AND BETWEEN

COUNTY OF HUMBOLDT

AND

[CONSULTANT'S NAME]

**PROJECT NAME: Update of the Humboldt County Airports Land Use
Compatibility Plan**

PROJECT NUMBER: []

This Agreement, entered into this ____ day of _____, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and [Consultant's Name], a [type of business], hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Land Use Division, desires to retain the services of CONSULTANT to update the Humboldt County Airports Land Use Compatibility Plan; and

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

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OF CONSULTANT OBLIGATIONS:

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

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

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

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with all background data necessary for CONSULTANT to complete the services required hereunder.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.
- C. Review of Submitted Materials. COUNTY shall thoroughly review all draft reports, sketches, proposals and other documents submitted by CONSULTANT. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within thirty (30) calendar days from the receipt thereof.

3. TERM:

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

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY shall have the right to cancel or terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

to insufficient funding.

- D. Compensation. In the event of any termination of this Agreement, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement.

5. **COMPENSATION:**

The maximum amount payable by COUNTY for services rendered, and expenses incurred, by CONSULTANT pursuant to the terms and conditions of this Agreement is [] Dollars [(\$)]. The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit C – Project Budget.

6. **PAYMENT:**

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

7. **NOTICES:**

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

COUNTY: County of Humboldt
Department of Public Works – Land Use Division
Attn: Robert W. Bronkall, Deputy Director
1106 Second Street
Eureka, CA 95501

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

8. **REPORTS:**

- A. CONSULTANT agrees to provide COUNTY with any and all reports which may be required by local, state or federal agencies for

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

9. **RECORD RETENTION AND INSPECTION:**

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements of the project shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. **MONITORING:**

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

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act (“CMIA”); the federal Health Information Technology for Economic and Clinical Health Act, (“HITECH Act”); the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. NONDISCRIMINATION COMPLIANCE:

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classification protected by local, state or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

14. DRUG-FREE WORKPLACE:

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

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
 2. CONSULTANT's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

15. **INDEMNIFICATION:**

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

16. **INSURANCE REQUIREMENTS:**

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

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A; VII or its equivalent, against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, non-owned and hired vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insureds for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as “XCU Hazards.”
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer’s liability.
 4. For claims related to this Agreement, CONSULTANT’s insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT’s insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

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

20. PROVISIONS REQUIRED BY LAW:

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

21. SEVERABILITY:

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

22. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

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

24. NO WAIVER OF DEFAULT:

- A. General Waivers. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. Payment. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. AMENDMENT:

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

27. STANDARD OF PRACTICE:

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

28. TITLE TO INFORMATION AND DOCUMENTS:

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

29. ADVERTISING AND MEDIA RELEASE:

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

30. SUBCONTRACTS:

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

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

31. JURISDICTION AND VENUE:

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

32. ATTORNEY FEES:

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

33. SURVIVAL:

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

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 39 of this Agreement, paragraphs 1 through 39 of this Agreement shall have priority.

35. INTERPRETATION:

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

36. INDEPENDENT CONSTRUCTION:

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

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

39. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

Request for Proposal – Humboldt County Airports Land Use Compatibility Plan Update
Attachment 1 – Sample Agreement

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

[CONSULTANT’S NAME]:

By: _____ Date: _____
Name: _____
Title: _____

By: _____ Date: _____
Name: _____
Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Chair, Board of Supervisors

(SEAL)

ATTEST:

Clerk of the Board

By: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Manager

Exhibit “A” – Scope of Services

Exhibit “B” – Project Schedule

Exhibit “C” – Project Budget

Exhibit “D” – Billing Rate Schedule