

**REQUEST FOR PROPOSALS:  
(RFP No. DPW2018-008)**

**Provision of Engineering and Environmental Services For  
the Sea Level Rise Adaptation Plan for  
Humboldt Bay Transportation Infrastructure (Phase 1)  
Contract No. 251007**

**Humboldt County, California  
Issued: October 10, 2018**

**Proposals Due: November 1, 2018 (Received by 4 p.m.)  
Humboldt County Public Works  
1106 Second Street  
Eureka, CA 95501**

**Funded by:**

**Fiscal Year 2018-2019 Caltrans Adaptation Planning Grant Program**



**REQUEST FOR PROPOSALS – NO. DPW2018-008**  
**PROVISION OF ENGINEERING AND ENVIRONMENTAL SERVICES**

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**PROVISION OF ENGINEERING AND ENVIRONMENTAL SERVICES**

**1.0 DEFINITIONS:**

**1.1 Terms:**

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **Caltrans.** As used herein, the term “Caltrans” refers to the California Department of Transportation.
- C. **Caltrans Audits and Investigations.** As used herein, the term “Caltrans Audits and Investigations” refers to the California Department of Transportation’s Division of Audits and Investigations.
- D. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Environmental Services.
- E. **Consultant Services Agreement.** As used herein, the term “Consultant Services Agreement” refers to the contract between the County and the Successful Proposer regarding the provision of the engineering and environmental services set forth in this Request for Proposals.
- F. **Project.** As used herein, the term “Project” refers to the Sea Level Rise Adaptation Plan for Humboldt Bay Transportation Infrastructure (Phase 1) Project.
- G. **Project Area.** As used herein, the term “Project Area” refers to the Eureka Slough hydrologic sub-unit of Humboldt Bay.
- H. **Project Team.** As used herein, the term “Project Team” refers to the members of a Proposer’s staff and all subconsultants that will be responsible for providing the engineering and environmental services set forth in this Request for Proposals.
- I. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency or firm submitting a Proposal in response to this Request for Proposals.
- J. **Proposal.** As used herein, the term “Proposal” refers to the document or documents submitted by a Proposer in response to this Request for Proposals.
- K. **Services.** As used herein, the term “Services” refers to specified engineering and environmental services that are necessary to assist the County with the Sea Level Rise Adaptation Plan for Humboldt Bay Transportation Infrastructure (Phase 1) Project.
- L. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the individual, agency or firm that the County enters into a final Consultant Services Agreement with after the selection process set forth in this Request for Proposals has been completed.

## **1.2 Abbreviations:**

- A. **C.F.R.**. As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations.
- B. **DOT**. As used herein, the abbreviation “DOT” refers to the United States Department of Transportation.
- C. **FHWA**. As used herein, the abbreviation “FHWA” refers to the Federal Highway Administration.
- D. **LAPM**. As used herein, the abbreviation “LAPM” refers to the Local Assistance Procedures Manual issued by the California Department of Transportation.
- E. **PST**. As used herein, the abbreviation “PST” refers to Pacific Standard Time.
- F. **RFP**. As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of engineering and environmental services to assist the County with the Project.

## **2.0 INTRODUCTION:**

### **2.1 Statement of Purpose:**

The County of Humboldt (“County”), by and through its Department of Public Works – Environmental Services, is issuing this Request for Proposals (“RFP”) to retain an experienced and qualified consulting firm to provide specified engineering and environmental services (“Services”) needed for implementation of the Sea Level Rise Adaptation Plan for Humboldt Bay Transportation Infrastructure (Phase 1) Project (“Project”). The Successful Proposer must have the ability to provide trained and experienced personnel and staff to perform the Services set forth in this RFP, which include, without limitation, engineering studies, engineering designs, flood vulnerability assessment, risk assessment, mapping, public outreach and other miscellaneous technical services. It should be noted that this RFP is a non-binding solicitation for such Services and may be canceled by the County at any time.

### **2.2 Project Background:**

The County was awarded a Caltrans Adaptation Planning Grant to develop a sea level rise adaptation plan for the Eureka Slough hydrologic sub-unit of Humboldt Bay (“Project Area”). The Project Area is one of the most vulnerable areas around Humboldt Bay to flooding hazards and sea level rise, and has a high concentration of multimodal transportation infrastructure, utilities, businesses, low-income residential areas, and wildlife areas. The overall goal of the Project is to identify viable projects within the Project Area and develop a collaborative strategy for effectively adapting infrastructure and surrounding lands to the flooding hazards associated with sea level rise. Specific objectives include:

- Building relationships and an organizing framework for advancing collaborative efforts among public and private landowners at a regional scale.
- Improving the collective understanding of risks to transportation infrastructure from flooding and inundation hazards associated with sea level rise in Humboldt Bay.

- Identifying vulnerable populations and the interests of affected landowners and stakeholders, including non-transportation infrastructure, such as transmission lines for water, natural gas and electricity, and agriculture.
- Identifying feasible conceptual designs regarding the protection of infrastructure that are compatible with adjacent land and developing an implementation strategy pertaining thereto.
- Developing tools for evaluating the costs and benefits associated with investing in adaptation projects.
- Establishing a methodology for developing adaptation plans that can be applied in other discrete watershed basins around the perimeter of Humboldt Bay.

### **2.3 Overview of the Selection Process:**

Information received as part of the Proposals submitted in response to this RFP shall be objectively evaluated to identify the Proposer that is best qualified to provide the Services set forth in this RFP. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFP, a Consultant Services Agreement pertaining to the provision of professional services for the Project will be awarded to the Successful Consultant. The final Consultant Services Agreement will have a term ending February 28, 2021 unless, prior to its expiration, such term is extended through a written amendment to the Consultant Services Agreement. However, under no circumstances shall the maximum term of the Consultant Services Agreement exceed five (5) years.

### **3.0 PRELIMINARY SCOPE OF SERVICES:**

This section presents a preliminary scope of services to communicate the County's expectations for the provision of the Services solicited hereby. A final scope of services will be developed by the County and the Successful Proposer. All Proposers will be strictly held to the applicable requirements, standards and protocols set forth in this RFP, the sample Consultant Services Agreement attached hereto as Attachment C and the County's Fiscal Year 2018-2019 Caltrans Adaptation Planning Grant Application attached hereto as Attachment D. Such requirements and standards will be incorporated into the final Consultant Services Agreement between the County and the Successful Proposer.

#### **3.1 Outline of Anticipated Services:**

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

A. **Identification of Existing Conditions.** The Successful Proposer will be required to identify and document various conditions that currently exist within the Project Area pursuant to the terms and conditions of the final Consultant Services Agreement, including, without limitation:

1. Preparing base maps which identify the location of transportation and non-transportation infrastructure assets, municipal boundaries, ownership boundaries,

Federal Emergency Management Agency Special Flood Hazard Area boundaries, disadvantaged community boundaries, land use categories, waterways, habitat types and ground surface elevations.

2. Identifying, and developing a list of, the most vulnerable properties within the Project Area by screening existing vulnerability assessment information.
3. Identifying, and developing a list of, any and all previous studies and existing data relevant to the assessment of sea level rise vulnerability within Humboldt Bay.
4. Identifying, and developing a list of, any and all relevant General Plan policies from the County of Humboldt and City of Eureka.
5. Identifying, and developing a list of, any and all regulatory guidance and standards pertaining to the performance of vulnerability assessments and planning adaptation projects.
6. Identifying, and preparing a summary of, any and all previous studies and existing data pertaining to average daily traffic, transit ridership patterns and other metrics regarding the use of transportation infrastructure within the Project Area.

**B. Technical Support for Stakeholder Involvement.** The Successful Proposer will be required to support stakeholder involvement in the Project pursuant to the terms and conditions of the final Consultant Services Agreement, including, without limitation:

1. Preparing exhibits and meeting materials and other technical documents that are designed to assist the County in scheduling and facilitating stakeholder engagement and community workshops.
2. Participating in stakeholder meetings and community workshops.

**C. Assessment of Geomorphic Setting, Drainage Network and Shoreline Protection.** The Successful Proposer will be required to assess and document all applicable geomorphic settings, drainage networks and shoreline protection pursuant to the terms and conditions of the final Consultant Services Agreement, including, without limitation:

1. Identifying and documenting the geomorphic setting of the Project Area and the implications for flooding hazards, including, without limitation, preparing maps which identify and characterize water bodies and landforms, such as, open bays, salt marshes, mudflats, slough channels, drainage ditches, railroad grades, levees, roadways and reclaimed tidelands.
2. Identifying, and developing a list of, indicators for monitoring changing conditions of shoreline structures over time.
3. Developing an inspection protocol and demonstrating the effectiveness thereof by inspecting a minimum of two (2) miles of shoreline or levees within the Project Area.
4. Documenting how the drainage network within the Project Area functions, including, without limitation, assessing the role of salt marsh for attenuating wave energy and buffering wave effects.

- D. Identification of Potential Flooding and Inundation Hazards.** The Successful Proposer will be required to identify and document potential flooding and inundation areas within the Project Area pursuant to the terms and conditions of the final Consultant Services Agreement, including, without limitation:
1. Preparing, through the utilization of the best available science for Humboldt Bay, flooding and inundation maps which depict any and all areas within the Project area that are vulnerable to temporary flooding and permanent inundation under existing conditions and multiple sea level rise scenarios.
  2. Preparing a description of the methods used to prepare the above-referenced flooding and inundation maps and the results thereof.
- E. Evaluation of Potential Impacts on Shoreline Structures and Nearby Infrastructure.** The Successful Proposer will be required to identify, assess and document any and all potential impacts on shoreline structures and nearby infrastructure pursuant to the terms and conditions of the final Consultant Services Agreement, including, without limitation:
1. Identifying and documenting at least six (6) hazard scenarios which reflect a range of shoreline conditions, ground elevations and potential flooding or inundation conditions within the Project Area, including, without limitation, the likelihood and frequency of occurrence, a timescale of hazardous conditions in minutes, hours, days and months, the physical processes causing the impact, such as, wave overwash, erosion, standing water and debris, and the parameters for water depth and wave conditions.
  2. Assessing and documenting the sensitivity of infrastructure assets to sea level rise impacts, including, without limitation, dangerous conditions, functional disruption, minor physical effects which require cleanup, damage which requires repair or failure and/or loss which requires reconstruction.
- F. Inventory of Vulnerable Infrastructure.** The Successful Proposer will be required to prepare an inventory of vulnerable infrastructure within the Project Area pursuant to the terms and conditions of the final Consultant Services Agreement, including, without limitation:
1. Preparing maps and accompanying tables which summarize the vulnerability of infrastructure assets and adjacent land within the Project Area.
  2. Preparing a description of the methods used to prepare the above-referenced maps and tables and the results thereof.
- G. Qualitative Risk Assessment.** The Successful Proposer will be required to perform a qualitative risk assessment pertaining to potential sea level rise impacts within the Project Area pursuant to the terms and conditions of the final Consultant Services Agreement, including, without limitation:
1. Assessing the potential consequences to the transportation system and affected communities resulting from sea level rise impacts within the Project Area, including, without limitation, disruption of critical services, such as, transportation and utility services, social consequences, such as, impacts to public health and safety, and economic and financial consequences.



2. Assessing, through the utilization of the best available information, not including any quantitative probabilistic analysis, regarding sensitivity to, and consequences of, potential impacts resulting from sea level rise, the overall risk to the transportation assets within the Project Area, including, without limitation, identification of the locations with the highest risks for sea level rise impacts and the likelihood and potential consequences of such impacts.
3. Preparing maps which identify the locations within the Project area that have the highest risk for sea level rise impacts.
4. Preparing a description of the consequences and risks associated with sea level rise in the Project Area.

**H. Identification of Conceptual Design Alternatives for Adaptation Projects.** The Successful Proposer will be required to identify and document conceptual design alternatives for adaptation projects within the Project Area pursuant to the terms and conditions of the final Consultant Services Agreement, including, without limitation:

1. Identifying and documenting adaptation project concepts which:
  - a. Address the transportation assets within the Project Area that have the highest risk for sea level rise impacts;
  - b. Consider a range of intervention options, including, without limitation, accommodation, protection through natural or engineered features, and retreat;
  - c. Incorporate innovative physical strategies, including, without limitation, natural infrastructure and multi-objective design objectives to the extent possible; and
  - d. Rank the potential intervention options based on feasibility.
2. Developing conceptual design diagrams and maps for at least four (4) feasible and regulatory compliant sea level rise adaptation projects.
3. Preparing budgetary cost estimates for each of the above-referenced conceptual designs, which account for a range of project scales and cost escalation over time.
4. Preparing descriptions of the methods used to prepare the above-referenced conceptual designs and cost estimates and the results thereof.

**I. Benefit-Cost Analysis.** The Successful Proposer will be required to assist the County in performing benefit-cost analyses pertaining to each sea level rise adaptation project identified pursuant to the terms and conditions of the final Consultant Services Agreement, including, without limitation:

1. Developing, through utilization of the best available information for Humboldt Bay, a framework for performing benefit-cost analyses regarding the implementation of sea level rise adaptation projects, which:
  - a. Accounts for avoided costs due to the successful implementation of sea level rise adaptation projects;

- ### 3.2 Project Coordination:

#### **4.0 REQUIREMENTS STATEMENT:**

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

1. At least five (5) years of experience in providing the types of Services set forth in this RFP, preferably to public agencies.
2. Familiarity with any and all local, state and federal regulations, codes, standards and best practices applicable to the types of Services set forth in this RFP.
3. Knowledge of the requirements regarding the provision of services for state funded projects, including, without limitation, Caltrans' Local Assistance Procedures.
4. Knowledge of the standard methods, techniques and practices used to design and implement sea level rise adaptation projects.

5. Knowledge of the standard methods, techniques and practices used to prepare environmental documentation pertaining to impacts associated with sea level rise.
6. Ability to work long hours in order to meet deadlines and milestones as necessitated by the project schedule.
7. Good verbal and written communication skills.

**B. Required Personnel.** In order to be considered for award of a Consultant Services Agreement pursuant to this RFP process, Proposers must have personnel that are capable of, and experienced in, performing the types of Services set forth herein with minimal instruction. The types of personnel that Proposers must have available shall include, without limitation, engineering and environmental staff that are responsible for providing, coordinating and scheduling the types of Services set forth in this RFP.

#### **4.2 Licensure, Certification and Accreditation Requirements:**

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

#### **5.0 SCHEDULE OF EVENTS:**

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

EVENT	DATE
RFP Issued by the County:	October 10, 2018
Deadline for Submission of Questions:	October 18, 2018
Deadline for Responses to Questions:	October 22, 2018
Deadline for Proposals to be Received:	November 1, 2018, 4:00 p.m. PST
Completion of the Review and Evaluation Process:	November 9, 2018
Finalization of Consultant Services Agreement:	November 19, 2018
Recommendation of Award to Board of Supervisors:	December 11, 2018
Project Commencement:	January 1, 2019
Project Completion:	June 30, 2020 (target)

#### **6.0 GENERAL INFORMATION AND REQUIREMENTS REGARDING PROPOSALS:**

**6.1 Proposal Submission.** Proposers shall prepare and submit one (1) original Proposal and one (1) electronic copy thereof, in PDF format on a CD, DVD or thumb drive, by **4:00 p.m. PST, on November 1, 2018**. Proposals must be placed in a sealed envelope clearly marked "RFP No. DPW2018-008" along with the name and address of the Proposer and the closing date and time for submission of Proposals. Proposals that are unsigned, or signed by an individual not authorized to bind the Proposer, will be considered nonresponsive and rejected. Proposals shall

be delivered or mailed to:

COUNTY: Humboldt County Department of Public Works – Environmental Services  
Attention: Hank Seemann, Deputy-Director  
1106 Second Street  
Eureka, California 95501

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

## **6.2 Withdrawal of Submitted Proposals:**

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

## **6.3 Proposal Modification:**

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

## **6.4 Proposer Investigations:**

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

## **6.5 Expenses Incurred in Preparing Proposals:**

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

## **6.6 Right to Reject Proposals:**

The County reserves the unqualified right to reject any and all Proposals or to waive, at its sole

discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

#### **6.7 Public Records and Trade Secrets:**

All Proposals and materials submitted in response to this RFP shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq. This RFP, and all Proposals 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 Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a Proposal in response to this RFP, the Proposer agrees that the County's failure to contact the Proposer prior to the release of such proprietary information will not be a basis for liability by the County.

#### **6.8 Conflict of Interest:**

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

### **7.0 REQUIRED FORMAT OF PROPOSALS:**

#### **7.1 General Instructions and Information:**

- A. **Content Requirements.** In order for Proposals to be considered for award by the County, all of the following conditions must be satisfied:
1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
  2. Proposals must be complete and specific unto themselves. For example, "See *Enclosed Manual or Brochure*" will not be considered an acceptable response.
  3. Proposals must provide information which enables the County to properly evaluate the Proposer's ability to render the Services set forth in this RFP in a manner that is concise and to the point.
  4. All information, statements, letters and other documentation and attachments required by this RFP must be included with the original Proposal and the electronic copy thereof.
  5. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the RFP Signature Affidavit sheet attached to the Proposal.

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

1. Proposals must be bound or contained in loose leaf binders. However, costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.
2. Proposals must be uniformly typed in twelve (12) point font on standard letter size (8.5" x 11") white paper, single or double sided, with:
  - a. Each section and subsection clearly titled;
  - b. Each page consecutively numbered, including all attachments;
  - c. Each page having 1.25" margins; and
  - d. Each page being clean and suitable for copying.
3. Proposals must not be any more than seventy-five (75) pages in length. Proposals exceeding such maximum page length may be rejected by the County.

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

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

**7.2 Introductory Letter:**

In one page or less, the introductory letter shall describe the Proposer's qualifications, experience and vision for providing the Services set forth in this RFP. The introductory letter must also provide the Proposer's contact information, list any subconsultants that will be used to perform the Services set forth in this RFP and identify the offices where such Services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Proposer.

**7.3 Signature Affidavit:**

Each Proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, without limitation, the termination of any Consultant Services Agreement resulting from this RFP process. Receipt of all Addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit.

#### **7.4 Proposal Table of Contents:**

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

#### **7.5 Business Profile:**

Proposals shall include a clear and concise narrative which identifies the Project Team's ability to provide the Services set forth in this RFP.

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

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

- B. Overview of Qualifications and Experience.** The Business Profile must include an overview of the Project Team's qualifications and experience regarding the provision of services comparable to those set forth in this RFP. The overview of Qualifications and experience should include, at a minimum, all of the following items:
1. Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subconsultants that will be responsible for providing Services set forth in this RFP.
  2. The number of staff members employed by each subconsultant included in the Project Team that are currently providing services equivalent to those set forth in this RFP.
  3. A detailed summary of the Project Team's overall experience regarding the provision of services comparable to those set forth in this RFP.
  4. A detailed description of the Project Team's overall knowledge of the guidelines and standards pertaining to the provision of engineering and environmental services for state funded sea level rise and infrastructure planning projects, including, without limitation, Caltrans' Local Assistance Procedures.
  5. A detailed summary of the qualifications and experience of each Project Team member regarding the provision of services comparable to those set forth in this RFP, including, without limitation, job titles, responsibilities, special training, licenses, certifications and resumès of all key personnel that will be responsible for providing the Services set forth in this RFP.
  6. A detailed summary of how each Project Team member's qualifications and experience will help meet the objectives of the Project.

#### **7.6 Quality Assurance Capabilities:**

- A. Description of Services.** Proposals shall include an overview of how the Services provided by the Project Team will comply with the requirements set forth in this RFP and the sample Consultant Services Agreement attached hereto. The description of services portion of the Proposal should include, at a minimum, all of the following items:
1. A detailed description of each Project Team member's role and responsibilities regarding the provision of the Services set forth in this RFP.
  2. A detailed description of any Services set forth in this RFP that will not be included in the Services provided by the Project Team and the reason for the exclusion thereof.
  3. A detailed description of any and all procedural techniques that the Project Team will utilize in order to add value to the Services set forth in this RFP.
- B. Project Understanding and Quality Control.** Proposals shall include an overview of the Proposer's policies and procedures regarding quality control. The overview should include, at a minimum, all of the following items:
1. A detailed description of the Proposer's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services set forth in this RFP.



2. A detailed description of the strategies that will be utilized by the Proposer to achieve the goals and objectives of the Project in an efficient manner.
3. A detailed description of the Proposer's ability to implement innovative methods and techniques and identify opportunities for the use of such methods and techniques.
4. A detailed description of the Proposer's subject matter expertise and how such expertise will assure timely and high-quality performance of the Services set forth in this RFP.
5. A detailed description of the expected communication channels between the Project Team and the County to ensure that the Services set forth in this RFP will be performed to the County's satisfaction, including, without limitation, how potential problems will be solved.

#### 7.7 **References:**

- A. **Reference Data Sheet.** Proposals shall include a Reference Data Sheet containing present and past performance information from a minimum of two (2) former clients, preferably government agencies, to whom the Proposer has provided services equivalent to those set forth in this RFP. A Reference Data Sheet is attached to this RFP as Attachment B.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the Services and requirements set forth in this RFP and the sample Consultant Services Agreement attached hereto. Each reference must include, at a minimum, all of the following information:
  1. The name, physical address, e-mail 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.
  4. A detailed description of how the services rendered by the Proposer led to accomplishment of each referenced client's project objectives.
  5. A detailed description of the outcome of each referenced client's project.
  6. A detailed description of all work products prepared for each referenced client that are comparable to the documents that will be prepared to meet the requirements of this RFP and the sample Consultant Services Agreement attached hereto.
  7. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

#### 7.8 **Evidence of Insurability and Business Licenses:**

All Proposers shall submit evidence of eligibility for all insurances required by the sample Consultant Services Agreement attached hereto. Upon the award of a final Consultant Services Agreement, the Successful Proposer will have ten (10) calendar days to produce certificates of the

required insurance, including a certified endorsement naming the County as an additional insured. Additional insurance should not be purchased until a final Consultant Services Agreement has been awarded. In addition, all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of the Services set forth in this RFP.

### **7.9 Exceptions, Objections and Requested Changes:**

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

### **7.10 Required Attachments:**

Proposals that do not contain each of the following required attachments, incorporated into the appropriate sections, may be rejected by the County:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Staff Resumès for Key Personnel** (See Section 7.5(B)(5))
- **Attachment 3 – Reference Data Sheet** (See Section 7.7)

## **8.0 EVALUATION CRITERIA AND REVIEW PROCESS:**

After the Proposals are received and opened by the County, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the Services set forth in this RFP. In evaluating the Proposals, the County will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- |   |                  |
|---|------------------|
| • <b>Understanding of Project Objectives and Requirements</b>                   | <b>25 points</b> |
| • <b>Proposed Project Approach and Staffing Plan</b>                            | <b>25 points</b> |
| • <b>Ability to Provide High-Quality Engineering and Environmental Services</b> | <b>25 points</b> |
| • <b>Relevant and Comparable Experience</b>                                     | <b>25 points</b> |

All Proposals will be evaluated by an RFP Evaluation Committee made up of County, City of Eureka and Humboldt County Association of Governments staff members that have expertise or experience in the types of Services set forth in this RFP. The RFP Evaluation Committee may directly request clarifications of Proposals from, and/or conduct interviews with, one (1) or more Proposers. The purpose of any such request for clarifications or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposal. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing. Any delay caused by a Proposer's failure to respond to such a request for clarification or interview may lead to a rejection of the Proposal.

The evaluation and selection process is designed to award the procurement to the Proposer with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other

Proposals. The award of a Consultant Services Agreement, if made by the County, will be based upon a total review and evaluation of each Proposal.

All contacts made with the County during the evaluation process shall be through Humboldt County Deputy Public Works Director, Hank Seemann (see Section 10.1 for contact information). Attempts by a Proposer to contact any other representative of the County during the evaluation process may result in disqualification of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer about this RFP process.

## **9.0 CONTRACT DEVELOPMENT:**

### **9.1 Contract Negotiation Process:**

Once the Proposal evaluation process has been completed, the County will notify the Proposers of the final rankings, and negotiate the terms and conditions of the final Consultant Services Agreement with the highest-ranking Proposer. The highest-ranking Proposer shall participate in good faith negotiations in accordance with direction from the County. Any delay caused by the Proposer's failure to participate in good faith negotiations may lead to rejection of the Proposal. The contract negotiation process shall include, without limitation, all of the following:

- A. **Draft Scope of Services and Project Schedule.** The highest-ranking Proposer will be asked to submit a draft Scope of Services and Project Schedule within five (5) days after receiving notification of the final rankings.
- B. **Scoping Meeting.** The highest-ranking Proposer will be asked to attend a scoping meeting within three (3) days after submittal of the draft Scope of Services and Project Schedule to ensure that the Proposer has a full understanding of the work that is required. The Scoping meeting will also provide the highest-ranking Proposer's Project Manager with an opportunity to ask technical questions regarding the Project.
- C. **Final Scope of Services and Project Schedule.** After further discussion with County staff regarding roles, responsibilities, tasks and work products, the highest-ranking Proposer will be asked to submit a final Scope of Services and Project Schedule which will be incorporated into the final Consultant Services Agreement.
- D. **Cost Proposal.** The highest-ranking Proposer will be asked to submit a Cost Proposal based on specific rates of compensation for the services set forth in the final Scope of Services. In order for a Cost Proposal to be accepted by the County, all of the following conditions must be satisfied:
  - 1. The Cost Proposal shall include an overall fee estimate for the Project based on an itemized list of the costs for each task set forth in the proposed Scope of Services. The Cost Proposal shall include, without limitation, staffing levels and hourly rates.
  - 2. The Cost Proposal shall include supporting information consistent with Exhibit 10-H2 – Sample Cost Proposal of Caltrans' Local Assistance Procedures Manual ("LAPM"). If the proposed Scope of Services involves subconsultants, the Proposer must include a separate Cost Proposal for each subconsultant.
  - 3. The maximum amount payable for the Services set forth in this RFP shall not exceed Four Hundred and Twenty Thousand Dollars (\$420,000.00). It should be noted that

actual Project costs will be based on wage rates established in the final Consultant Services Agreement. The final cost for the Services set forth in this RFP will be negotiated between the County and the Successful Proposer.

## **9.2 Award of Consultant Services Agreement:**

If the County determines, after the completion of the contract negotiation process, to award a contract for the provision of the Services set forth in this RFP, a Consultant Services Agreement shall be sent to the Successful Proposer for signature. Once signed copies have been returned to the County, the Consultant Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Consultant Services Agreement to the Proposer which, in the sole judgment of the County, best serves the interests thereof. No Proposal shall be binding upon the County until a final Consultant Services Agreement is signed by duly authorized representatives of both the Successful Proposer and the County.

## **9.3 Contractual Requirements:**

- A. **Contract Audit and Review Process Requirements.** The final Consultant Services Agreement resulting from this RFP process, and any subcontracts associated therewith, are subject to audit or review by the California Department of Transportation's Division of Audits and Investigations ("Caltrans Audits and Investigations") and any other duly authorized local, state and/or federal agencies. The Successful Proposer, and any subconsultants providing services set forth in the final Consultant Services Agreement shall be responsible for complying with any and all local, state and federal laws, regulations, policies, procedures and contract requirements related to audits and reviews, including, without limitation, the requirements set forth in Chapter 10 of the LAPM.
- B. **Cost Certification Requirements.** The Successful Proposer, and any subconsultants with subcontracts exceeding One Hundred Fifty Thousand Dollars (\$150,000.00), must certify the accuracy of the costs associated with the provision of the services forth in the final Consultant Services Agreement by submitting LAPM Exhibit 10-K – Consultant Certification of Contract Costs and Financial Management System. The County will then submit a complete packet to Caltrans Audits and Investigations in accordance with the LAPM. All documentation supporting the cost certification, including, without limitation, LAPM Exhibit 10-A – A&E Consultant Financial Review Request Letter and Checklist, must be retained by the Successful Proposer for the applicable retention period in the event an audit or review is performed by Caltrans Audits and Investigations or any other duly authorized local, state or federal agency.
- C. **Financial Management and Accounting System Requirements.** The Successful Proposer must have in place an adequate financial management and accounting system as required by Title 48 of the Federal Code of Regulations ("C.F.R.") Section 16.301-3, 48 C.F.R. Part 18, and 49 C.F.R. Part 31.
- D. **Non-Discrimination Requirements.** The Successful Proposer, and any subconsultants providing services set forth in the final Consultant Services Agreement, shall be responsible for complying with all of the following non-discrimination requirements:
  - 1. The Successful Proposer and its subconsultants shall certify under penalty of perjury under the laws of the State of California that the Successful Proposer and its

subconsultants have, unless exempt, complied with the non-discrimination program requirements of California Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.

2. During the performance of the final Consultant Services Agreement resulting from this RFP process, the Successful Proposer 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. The Successful Proposer and its subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Successful Proposer and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California 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 Successful Proposer 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.
3. The Successful Proposer and its subconsultants shall act in accordance with the regulations relative to Title VI of the Civil Rights Act of 1964 (non-discrimination in federally-assisted programs of the Department of Transportation – 49 C.F.R. 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 non-discrimination 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.
4. During the performance of the final Consultant Services Agreement resulting from this RFP process, the Successful Proposer shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, the Successful Proposer 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. The Successful Proposer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the United States Department of Transportation (“DOT”) Regulations, including employment practices for employment related programs.

**E. Prevailing Wage Requirements.** The Successful Proposer, and any subconsultants with subcontracts exceeding Twenty-Five Thousand Dollars (\$25,000.00), shall be responsible for complying with the applicable State of California Prevailing Wage Rate requirements set forth in California Labor Code, Sections 1770, et seq., as well as all other applicable local, state and federal wage requirements. California State Prevailing Wage information is available at the following California Department of Industrial Relations websites:

- [http://www.dir.ca.gov/OPRL/FAQ\\_PrevailingWage.html](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)
- <http://www.dir.ca.gov/oprl/DPreWageDetermination.html>

- F. Disclosure of Confidential Information.** During the performance of the final Consultant Services resulting from this RFP process, the Successful Proposer may receive information that is confidential under local, state and/or federal law. The Successful Proposer will be required to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations.
- G. Indemnification Requirements.** To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, the Successful Proposer will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in the final Consultant Services Agreement resulting from this RFP process, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- H. Insurance Requirements.** The Successful Proposer will be required to satisfy the insurance requirements set forth in the sample Consultant Services Agreement attached hereto. The Successful Proposer shall furnish the County with certificates and original endorsements effecting the required insurance coverage prior to execution of a final Consultant Services Agreement. The County may require additional insurance requirements dependent upon the final scope of services that will be provided by the Successful Proposer.
- I. Assignment.** The final Consultant Services Agreement resulting from this RFP process, and any amendments thereto, shall not be assignable by the Successful Proposer without prior approval by the County.
- J. Jurisdiction and Venue.** The final Consultant Services Agreement resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes regarding the final Consultant Services Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.

## **10.0 MODIFICATION AND CORRECTION:**

### **10.1 Requests for Clarification or Correction:**

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

COUNTY: Humboldt County Department of Public Works – Environmental Services  
Attention: Hank Seemann, Deputy-Director  
1106 Second Street  
Eureka, California 95501  
Email: [hseemann@co.humboldt.ca.us](mailto:hseemann@co.humboldt.ca.us)

Requests for clarification or correction and any other questions pertaining to this RFP must be received by the County before **5:00 p.m. PST on October 18, 2018**. All responses to requests for clarification or correction and written questions will be submitted on or before **October 22, 2018**.

## **10.2 RFP Addenda:**

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

## **11.0 CANCELLATION OF THE RFP PROCESS:**

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

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

**REQUEST FOR PROPOSALS – RFP NO. DPW2018-008  
PROVISION OF ENGINEERING AND ENVIRONMENTAL SERVICES**

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

<b>REQUEST FOR PROPOSALS – RFP NO. DPW2018-008 SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

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

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

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



**REQUEST FOR PROPOSALS – RFP NO. DPW2018-008  
PROVISION OF ENGINEERING AND ENVIRONMENTAL SERVICES**

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

REFERENCE DATA SHEET		
Provide a minimum of two (2) references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.		
NAME OF AGENCY:		
STREET ADDRESS:		
CITY, STATE, ZIP:		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Department Name:		
Approximate County (Agency) Population:		
Number of Departments:		
General Description of Scope of Work:		
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 PROPOSALS – RFP NO. DPW2018-008  
PROVISION OF ENGINEERING AND ENVIRONMENTAL SERVICES**

**ATTACHMENT C – SAMPLE CONSULTANT SERVICES AGREEMENT**

**AGREEMENT FOR CONSULTANT SERVICES**

**BY AND BETWEEN**

**COUNTY OF HUMBOLDT**

**AND**

**[NAME OF CONSULTANT]**

**FOR**

**SEA LEVEL RISE ADAPTATION PLAN FOR HUMBOLDT BAY  
TRANSPORTATION INFRASTRUCTURE (PHASE 1)**

**Project No. 251007**

This contract 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 \_\_\_\_\_ [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 – Environmental Services, desires to retain the services of CONSULTANT to assist COUNTY in performing engineering and environmental 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 Hank Seemann, 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.

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- 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.

## **ARTICLE V – ALLOWABLE COSTS AND PAYMENTS**

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in Attachment B – Cost Proposal & Work Schedule. The specified hourly rates shall include direct salary costs, employee benefits, overhead and fees. These rates are not adjustable for the performance period set forth in this contract.
- B. In addition, CONSULTANT will be reimbursed for actual direct costs incurred other than salary costs that are identified in the Cost Proposal.

- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as 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 COUNTY's Contract Administrator before exceeding such estimate.
- E. Progress payments will be made monthly in arrears based on services provided and actual costs incurred.
- F. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made for any work performed prior to approval of this contract.
- G. This contract is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on the project and work shall not commence until the contract has been executed by COUNTY.
- H. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices itemizing all costs are required for all work performed under this contract. Invoices shall be submitted no later than forty five (45) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the work. Invoices shall detail the work performed on each milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the contract number and project title. Credits due to COUNTY that include any equipment purchased under the provisions of Article XI – Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services  
Attention: Hank Seemann, Contract Administrator  
1106 Second Street  
Eureka, California 95501

- I. The period of performance for the work required hereunder shall be in accordance with the dates specified in Attachment B – Cost Proposal & Work Schedule. No work will be undertaken which extends beyond the expiration date of this contract.
- J. The total amount payable by COUNTY for all work performed hereunder shall not exceed [Amount] (\$ , . ), unless authorized by a written amendment hereto. The specific rates and costs shall be as set forth in Attachment B – Cost Proposal & Work Schedule.
- K. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in Attachment B – Cost Proposal & Work Schedule, no payment will be made until the deliverable has been satisfactorily completed.
- L. Change orders may not be used to amend this contract and may not exceed the scope of work under this contract.

## **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 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 and 48 CFR Chapter 1, Part 31, Sections 31.000, et seq., are subject to repayment by CONSULTANT to COUNTY.

## **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.

## **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.

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- 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.
- E. CONSULTANT's Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
  - 1. During Caltrans' review of the ICR audit work papers created by CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR Part 31; Generally Accepted Auditing Standards (GAGAS); Cost Accounting Standards (CAS), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by Caltrans. Provisional rates will be as follows:
    - a. If the proposed rate is less than one hundred fifty percent (150%) - the provisional rate reimbursed will be ninety percent (90%) of the proposed rate.
    - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the provisional rate will be eighty-five percent (85%) of the proposed rate.

- c. If the proposed rate is greater than two hundred percent (200%) - the provisional rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per Section E(1) above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
3. If CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in Section E(1) above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (a) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (b) CONSULTANT has completed all work required under this contract to the satisfaction of COUNTY; and (c) Caltrans has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) calendar days after occurrence of the last of these items.
5. The provisional ICR will apply to this contract and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **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 the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly 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. All subcontracts entered into as a result of this contract shall contain all of the applicable provisions set forth in this contract.
- 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 (3) 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 fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

## **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. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

#### **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 made or 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) calendar 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 PARTICIPATION**

This contract is not subject to the requirements set forth in 49 CFR, Part 26 – “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.”

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## **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 deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY's governing board of unresolved claims or disputes, other than audit. 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 term 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.

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- D. CONSULTANT must have any and all applicable Division of Occupational Safety and Health (CAL-OSHA) permits, as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation or process related to the construction or excavation of trenches which are five (5) feet or deeper.

## **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 (1) 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, directors, officers, officials, representatives, employees, consultants, subconsultants, and agents, 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 property damage caused by explosion or collapse of structures or underground damage, 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) calendar 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 (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  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 (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
  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, California 95501

AND

Humboldt County Department of Public Works – Environmental Services  
Attention: Hank Seemann, Contract Administrator  
1106 Second Street  
Eureka, California 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.

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- C. Permission to disclose information on one (1) 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. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.
- F. 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 (1) 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 – Environmental Services  
Attention: Hank Seemann, 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.

[Signatures on Following Page]

## 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

**REQUEST FOR PROPOSALS – RFP NO. DPW2018-008**  
**PROVISION OF ENGINEERING AND ENVIRONMENTAL SERVICES**

**ATTACHMENT D – FISCAL YEAR 2018-2019 CALTRANS ADAPTATION PLANNING**  
**GRANT APPLICATION**

(See Attached Grant Application Materials)

FY 2018-19  
**CALTRANS ADAPTATION PLANNING GRANT APPLICATION**

<b>PROJECT TITLE</b>	
<b>PROJECT LOCATION</b> (city and county)	

	APPLICANT	SUB-APPLICANT	SUB-APPLICANT
Organization			
Mailing Address			
City			
Zip Code			
Executive Director/designee and title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
E-mail Address			
Contact Person and title	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>	Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/>
Contact E-mail Address			
Phone Number			

**FUNDING INFORMATION**  
Use the Match Calculator to complete this section.  
[Match Calculator](#)

Grant Funds Requested	Local Match - Cash	Local Match - In-Kind	Total Project Cost
\$	\$	\$	\$

**Specific Source of Local Cash Match**  
(i.e., local transportation funds, local sales tax, special bond measures, etc.)

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FY 2018-19  
**CALTRANS ADAPTATION PLANNING GRANT APPLICATION**

**LEGISLATIVE INFORMATION\***

**Please list the legislative members in the project area. Attach additional pages if necessary**

State Senator(s)		Assembly Member(s)	
Name(s)	District	Name(s)	District

**\*Use the following link to determine the legislators.**

<http://findyourrep.legislature.ca.gov/> (search by address)

FY 2018-19  
**CALTRANS ADAPTATION PLANNING GRANT APPLICATION**

**1. Project Description (100 words maximum):** Briefly summarize project.



FY 2018-19  
**CALTRANS ADAPTATION PLANNING GRANT APPLICATION**

**2. Project Justification (Do not exceed the space provided.):** Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. Additionally, list the ramifications of not funding this project.

FY 2018-19  
**CALTRANS ADAPTATION PLANNING GRANT APPLICATION**

**3. Grant Specific Objectives (Do not exceed the space provided.):** Explain how the proposed project supports the related State initiatives and priorities (as applicable) identified on pages 3 – 4. Furthermore, explain how the proposed project addresses the grant specific objectives listed on page 5.

FY 2018-19  
**CALTRANS ADAPTATION PLANNING GRANT APPLICATION**

**Grant Specific Objective (Continued - Do not exceed the space provided.)**

FY 2018-19  
**CALTRANS ADAPTATION PLANNING GRANT APPLICATION**

**4. Project Management**

- A. Scope of Work in required Microsoft Word format
- B. Project Timeline in required Microsoft Excel format

**See Scope of Work and Project Timeline samples and checklists for requirements (Grant Application Guide, Pages 26-32), also online at: <http://www.dot.ca.gov/hq/tpp/grants.html>**

FY 2018-19

**CALTRANS ADAPTATION PLANNING GRANT APPLICATION**

**Application Signature Page**

**If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.**

**To the best of my knowledge, all information contained in this application is true and correct.  
If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.**

\_\_\_\_\_  
*Signature of Authorized Official (Applicant)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Authorized Official (Sub-Applicant)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Authorized Official (Sub-Applicant)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

## Scope of Work Checklist

The Scope of Work is the official description of the work that is to be completed during the contract. **The Scope of Work must be consistent with the Project Timeline. Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

The Scope of Work must:

- ☐ Use the Fiscal Year 2018-19 template provided and in Microsoft Word format
- ☐ List all tasks and sub-tasks using the same title as stated in the project timeline
- ☐ Include task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline
- ☐ List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant)
- ☐ Include a thorough Introduction to describe the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable
- ☐ Include a thorough and accurate narrative description of each task and sub-task
- ☐ Include a task for a kick-off meeting with Caltrans at the start of the grant
- ☐ Include a task for procurement of consultants, if consultants are needed
- ☐ Include a task for invoicing
- ☐ Include a task for quarterly reporting to Caltrans
- ☐ Include detailed public participation and services to diverse communities
- ☐ Include project implementation/next steps
- ☐ List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline
- ☐ EXCLUDE environmental, complex design, engineering work, and other ineligible activities

## **SCOPE OF WORK:**

### **Sea Level Rise Adaptation Plan for Humboldt Bay Transportation Infrastructure – Phase 1**

#### **INTRODUCTION:**

The County of Humboldt, City of Eureka, and Humboldt County Association of Governments (HCAOG) will work with Caltrans District 1 and interested stakeholders to develop a transportation infrastructure adaptation plan within one of the most vulnerable sub-watersheds of Humboldt Bay.

The project area is situated along the shoreline of Humboldt Bay at the northeast side of the City of Eureka. The project area includes highway, railroad, airport, marine, and non-motorized transportation assets, along with utility transmission lines (gas, electrical, water), wastewater pump stations, and a mix of industrial, commercial, residential, agricultural, and wildlife land use. The City of Eureka has a median household income of \$39,063 which is 61% of the state-wide average of \$63,783 (U.S. Census Bureau, 2012-2016 data). Transit-dependent populations rely on public transportation routes through the project area.

Affected landowners and other stakeholders will assist in establishing guiding principles, identifying priorities, and supporting the development of viable adaptation project concepts. Key information regarding landscape features, exposure, and sensitivity to sea level rise will be obtained in order to inform and prioritize project planning.

The scope of work shown below reflects the anticipated process and deliverables for the project.

#### **RESPONSIBLE PARTIES:**

The County of Humboldt (applicant) will perform this work with the assistance of two sub-applicants (City of Eureka and HCAOG), and one or more consultants. After the grant is awarded, the County will retain consultants through a competitive, performance-based selection process in accordance with the Caltrans Local Assistance Procedures Manual.

#### **OVERALL PROJECT OBJECTIVES:**

- Build relationships and an organizing framework for advancing collaborative efforts among public and private landowners at a regional scale
- Improve the collective understanding of risks to transportation infrastructure from flooding and inundation hazards associated with sea level rise in Humboldt Bay
- Identify vulnerable populations and the interests of affected landowners and stakeholders, including non-transportation infrastructure (water, natural gas, electricity) and agriculture
- Identify feasible conceptual designs that protect infrastructure and are compatible with adjacent land and develop an implementation strategy
- Develop tools for evaluating the costs and benefits of investing in adaptation projects
- Establish a methodology for developing adaptation plans that can be applied in other discrete watershed basins around the perimeter of Humboldt Bay

## 1. Project Initiation

### Task 1.1 – Kick-off meeting with Caltrans

- The County will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing and quarterly reporting.
- Responsible Party: County of Humboldt

### Task 1.2 – Procurement of consultants

- The County will develop a Request for Proposals for selection of one or more consultants.
- Responsible Party: County of Humboldt

### Task 1.3 – Staff coordination

- Face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.
- Responsible Party: County of Humboldt and City of Eureka

### Task 1.4 – Identify existing conditions

- Prepare a set of base maps to identify the location of transportation and non-transportation infrastructure assets, municipal boundaries, ownership boundaries, FEMA Special Flood Hazard Area boundaries, disadvantaged community boundaries, land use categories, waterways, habitat types, and ground surface elevations.
- Develop a list of the most vulnerable properties within the project area by screening existing vulnerability assessment information.
- Develop a list of potentially interested organizations and community representatives.
- Gather previous studies and existing data relevant for assessing sea level rise vulnerability within Humboldt Bay.
- Identify relevant General Plan policies from the County of Humboldt and City of Eureka.
- Gather regulatory guidance and standards for performing vulnerability assessments and planning adaptation projects.
- Gather existing studies and data on average daily traffic, transit ridership patterns, and other metrics for use of transportation infrastructure within the study area.
- Responsible Party: County of Humboldt, City of Eureka, HCAOG, and consultant

Task	Deliverable
1.1	<i>Meeting agenda, presentation, minutes</i>
1.2	<i>Local Assistance Procedures Manual Chapter 10 exhibits, executed contracts</i>
1.3	<i>Meeting agendas and notes</i>
1.4	<i>Base maps; list of vulnerable property owners and potentially interested organizations and community representatives; list of relevant documents and policies; summary of transportation metrics</i>

## 2. Stakeholder Involvement

### Task 2.1 – Preliminary Stakeholder Engagement

- Contact the list of property owners and potentially interested organizations and representatives developed in Task 1.4 to invite participation in the project. Develop a stakeholder master list of participating property owners, organizations, and community representatives.



- Meetings will be held at the beginning of the project with participating stakeholders, either as groups or individually based on their preference. The purpose of the preliminary engagement is to introduce the project, discuss previous studies and current information gaps, identify the stakeholder's short-term and long-term goals and priorities, identify known areas of concern, and invite ideas for adaptation measures to be further evaluated.
- Responsible Party: County of Humboldt, City of Eureka, HCAOG, and consultant

#### **Task 2.2 – Community workshop #1**

- Solicit community engagement in the project by networking with stakeholders and utilizing print/on-line/radio/social media.
- Plan and implement a community workshop to introduce the project to the public, define project parameters, inform the community of project opportunities and constraints, and solicit opinions from the community to help guide Tasks 3 and 4. Participants will be asked to complete a survey and assist in developing guiding principles for the adaptation plan.
- Compile public input from community workshop #1.
- Responsible Party: County of Humboldt, City of Eureka, HCAOG, and consultant

#### **Task 2.3 – Intermediate Stakeholder Engagement**

- Meetings (group or individual, based on stakeholder preference) will be held with the key stakeholders identified in Task 2.1 near the middle of the project term to present preliminary findings and gather feedback for continued project work.
- Responsible Party: County of Humboldt, City of Eureka, HCAOG, and consultant

#### **Task 2.4 – Community workshop #2 and Final Stakeholder Engagement**

- Community workshop #2 will present the content of the draft project report including draft design alternatives, and invite comments within a 30-day comment period. In addition, the draft report will be presented to the key stakeholders for review and comment. The draft report will be revised as appropriate based on the comments received.
- Compile public input from community workshop #2.
- Responsible Party: County of Humboldt, City of Eureka, HCAOG, and consultant

<b>Task</b>	<b>Deliverable</b>
2.1	<i>List of participating stakeholders; meeting agendas, presentations, minutes; summary of stakeholder interests and priorities</i>
2.2	<i>Workshop presentation; statement of guiding principles; summary of survey results; attendee list and photos</i>
2.3	<i>Meeting agendas, presentations, minutes</i>
2.4	<i>Workshop presentation; attendee list and photos; compilation of comments and responses</i>

### **3. Vulnerability Assessment**

#### **Task 3.1 – Assess geomorphic setting, drainage network, and shoreline protection**

- Describe the geomorphic setting of the study area and the implications for flooding hazards. Water bodies and landforms (e.g., open bay, salt marsh, mudflat, slough channel, drainage ditch, railroad grade, levee, roadway, reclaimed tideland) will be identified and characterized.
- Identify indicators for monitoring changing conditions of shoreline structures over time.
- Develop an inspection protocol and demonstrate the protocol by inspecting a minimum of two miles of shoreline or levee.

- Describe how the drainage network functions. Assess the role of salt marsh for attenuating wave energy and buffering wave effects.
- Responsible Party: Consultant

### **Task 3.2 – Develop flooding and inundation maps**

- Develop maps depicting areas vulnerable to temporary flooding and permanent inundation, for existing conditions and multiple sea level rise scenarios. Flooding refers to a temporary condition typically associated with extreme events, wave action, and/or impaired drainage. Inundation refers to an enduring condition associated with regular submergence of land due to tidal action.
- Mapping will utilize the best available science for Humboldt Bay.
- Responsible Party: Consultant

### **Task 3.3 – Evaluate potential impacts on shoreline structures and nearby infrastructure**

- Identify at least six useful hazard scenarios. Scenarios will reflect a range of shoreline conditions, ground elevations, and potential flooding or inundation conditions within the study area. Scenarios will account for likelihood and frequency of occurrence and the timescale of the conditions (minutes, hours, days, months). Scenarios will identify the physical processes causing the impact (e.g., wave overwash, erosion, standing water, debris) and account for water depth and wave conditions.
- Assess the sensitivity of infrastructure assets to sea level rise impacts. Impacts could include dangerous conditions, functional disruption, minor physical effects (requiring cleanup), damage (requiring repair), or failure/loss (requiring reconstruction).
- Responsible Party: Consultant

### **Task 3.4 – Prepare inventory of the vulnerability of infrastructure assets**

- Develop a set of maps with accompanying tables summarizing the vulnerability of infrastructure assets and adjacent land within the study area.
- Responsible Party: Consultant

<b>Task</b>	<b>Deliverable</b>
3.1	<i>Maps; list of monitoring indicators; inspection protocol and demonstration results; content for report</i>
3.2	<i>Flooding and inundation maps; description of methods and results</i>
3.3	<i>Description of hazard scenarios; evaluation of assessment results</i>
3.4	<i>Maps and tables; description of methods and results</i>

## **4. Adaptation Plan**

### **Task 4.1 – Qualitative risk assessment**

- Assess the potential consequences to the transportation system and affected communities resulting from sea level rise impacts within the study area. Consequences could include disruption of critical services (e.g., transportation and utility services), social consequences (e.g., impacts to public health and safety), and economic and financial consequences.
- Synthesize the information regarding sensitivity to impacts and consequences of impacts to assess the overall risk of the transportation assets within the study area. Identify the locations with the highest risks for sea level rise impacts, accounting for the likelihood and consequences of impacts. This assessment will utilize the best available information including the findings from Task 3 (but will not include quantitative probabilistic analysis).

- Responsible Party: Consultant

#### **Task 4.2 – Develop conceptual design alternatives for adaptation projects**

- Identify project concepts to address the transportation assets which are most at-risk. Consider a range of intervention options including accommodation, protection (with natural or engineered features), and retreat. Incorporate innovative physical strategies including natural infrastructure and multi-objective design objectives to the extent possible. Screen the potential options based on feasibility.
- Develop conceptual designs for at least four adaptation projects that are likely to be feasible and consistent with applicable regulatory constraints.
- Prepare budgetary costs for the four conceptual designs. Utilize a format that facilitates estimating for a range of project scales and accounting for cost escalation over time.
- Responsible Party: Consultant

#### **Task 4.3 – Perform Benefit-Cost Analysis**

- Develop a framework for performing benefit-cost analysis using best available information. The framework will account for avoided costs due to implementing successful adaptation projects. The framework will account for co-benefits (e.g., ecosystem services) from multi-benefit projects and benefits to disadvantaged communities. The framework will be structured to facilitate refinement as new or additional information is acquired in the future.
- Responsible Party: Consultant

#### **Task 4.4 – Adaptation Strategy for Priority Projects**

- Identify a range of adaptation options that could apply within the study area.
- Identify trigger points to inform the development of timelines for planning the implementation of adaptation measures.
- Develop a strategy for implementing specific adaptation projects to address the most significant risks within the study area.
- Responsible Party: County of Humboldt, City of Eureka, and consultant

<b>Task</b>	<b>Deliverable</b>
4.1	<i>Description of consequences and risks; maps of highest risk locations</i>
4.2	<i>Conceptual design diagrams and maps; description of methods and results; cost estimates</i>
4.3	<i>Description of analysis framework and results</i>
4.4	<i>List of range of adaptation options; list of trigger points; description of strategy for implementing priority projects</i>

### **5. Fiscal Management**

#### **Task 5.1 – Invoicing**

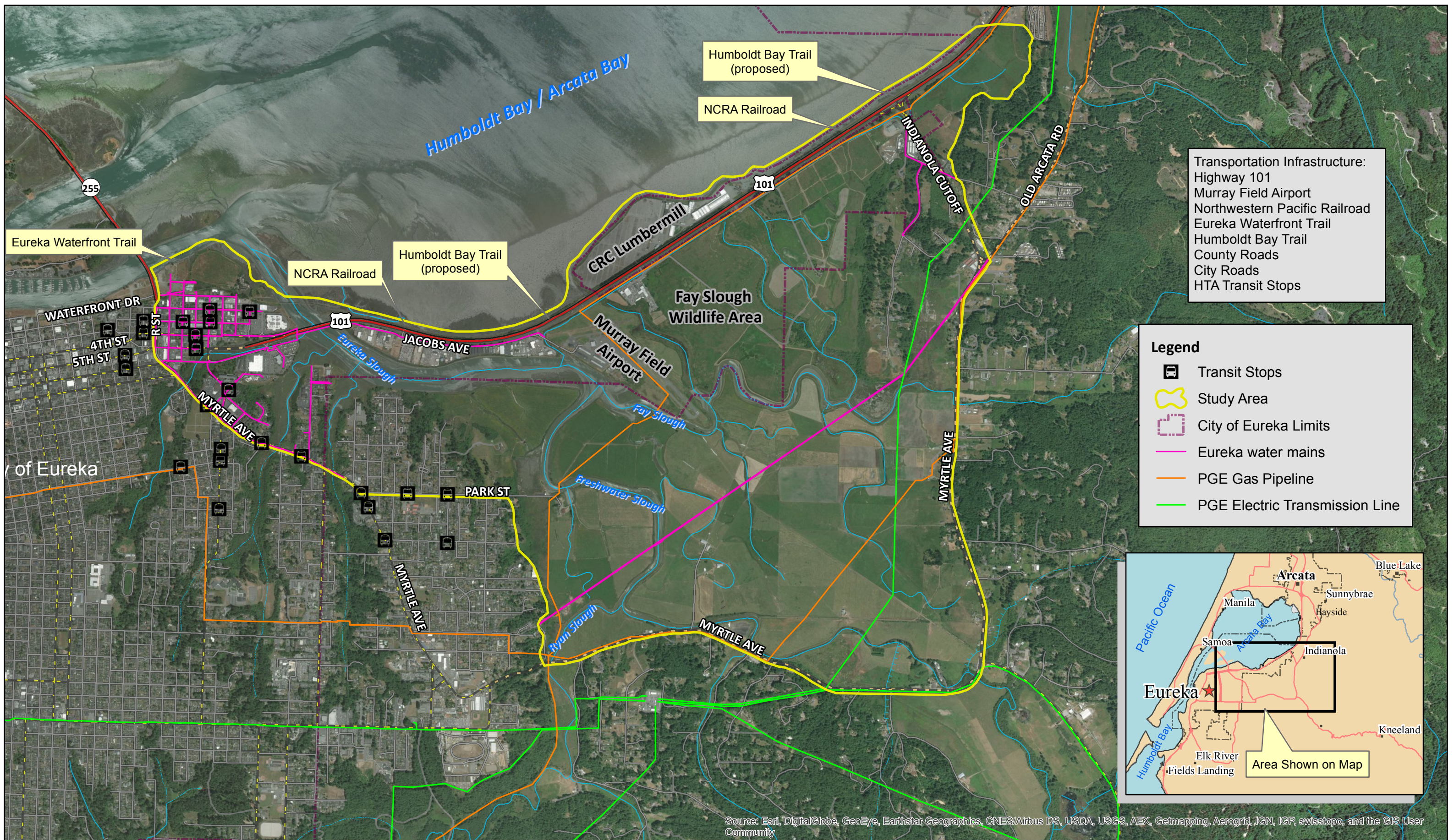
- Submit complete invoice packages to Caltrans district staff based on milestone completion – at least quarterly, but no more frequently than monthly.
- Responsible Party: County

#### **Task 5.2 – Quarterly Reports**

- Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: County

Task	Deliverable
5.1	<i>Invoice packages</i>
5.2	<i>Quarterly reports</i>





## Sea Level Rise Adaptation Plan for Humboldt Bay Transportation Infrastructure – Phase 1



Imagery: ESRI World Imagery, June 2016  
 Created: February 13, 2018  
 Humboldt County Public Works



0 1,000 2,000  
 Feet

1:24,000

Project Area Map