

Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service for our customers

Humboldt Community Services District

Request for Statement of Qualifications (SOQ)

for

On-Call Consulting Services

Bid# 2024-01

SOQ Submission Deadline:

Friday, August 16, 2024 at 2:00 p.m.

Humboldt Community Services District Office
5055 Walnut Drive
Eureka, CA 95503

SOQ Submission Instructions:

1. Submit two (2) hard copies of complete SOQ to:

Humboldt Community Services District
5055 Walnut Drive
Eureka, CA 95503
(707) 443-4550

2. Submit one (1) copy of complete SOQ, except pricing, in PDF format to Robert Christensen at:

asm@humboldtcsd.org

Table of Contents

I. SUMMARY 2

2. ESTIMATED BUDGET 2

3. CONTRACT AWARD SCHEDULE 2

4. GENERAL CONDITIONS 2

5. DESCRIPTION OF SERVICES REQUIRED 4

6. SOQ CONTENT AND FORMAT REQUIREMENTS 6

7. SELECTION PROCEDURES 7

8. INQUIRIES 8

Attachment A – SAMPLE Professional Service Agreement 9

 Exhibit A – SAMPLE Scope/Fee 24

 Exhibit B – SAMPLE Task Order 25

 Exhibit C – Public Works Provisions 26

 Exhibit D – Lobbying Certification 27

Attachment B - Cover Sheet 28

1. SUMMARY

The Humboldt Community Services District (DISTRICT) is soliciting Qualifications for on-call professional services, including but not limited to, civil engineering, project management, environmental permitting/compliance, surveying, urban planning, and other related fields.

An electronic copy of this RFQ may be downloaded from humboldtcsd.org/public-notices.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein.

All responses must be sealed, clearly marked "SOQ – Humboldt Community Services District On-call Consulting Services" and must include all elements described in the SOQ CONTENT AND FORMAT REQUIREMENTS section of this RFQ. Two bounded, signed original SOQs and one copy in PDF format must be submitted as directed on the cover sheet by the date and time listed in the CONTRACT AWARD SCHEDULE section of this RFQ. The District will not be responsible for an SOQ delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late submission. Questions or requests for clarification of this RFQ may be submitted in writing, but must be submitted no later than the date and time listed in the CONTRACT SCHEDULE.

Any amendment or addendum to this RFQ is valid only if it is issued in writing by the Humboldt Community Services District.

2. ESTIMATED BUDGET

The District will issue requests for proposals or issue task orders to consultants on the list on an as need basis.

3. CONTRACT AWARD SCHEDULE

The following are scheduling goals for this process:

Publish RFQ	Monday, July 15, 2024
Deadline for Questions	Friday, August 9, 2024
Final Addenda Issued	Monday, August 12, 2024
SOQ Submission Deadline	2 PM, Friday, August 16, 2024
Interviews with Finalists (tentative)	August 19 - August 23, 2024
Contract Approval (tentative)	Wednesday, August 28, 2024

4. GENERAL CONDITIONS

- 4.1. Primary Responsibility: The selected Consultant will be required to assume full responsibility for all services and activities offered in its/their SOQ(s), whether or not provided directly. Further, the District will consider the selected Consultant(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 4.2. Assurance: Any contract awarded under this RFQ shall be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider shall guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this

RFQ. Prior to executing an agreement, the Provider will be required to deliver evidence substantiating the necessary skill to perform the duties through the submission of references in the SOQ.

- 4.3. Funding: These projects will be funded by various funding sources; like Water and Sewer Capital Improvement, Grants and other funding sources.
- 4.4. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA): Any contract awarded under this RFQ must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Contract.
- 4.5. Independent Consultant: Throughout the performance of the work duties, and obligations assumed by the offeror, it is mutually understood and agreed upon that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the District.
- 4.6. Discrimination: The District prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
- 4.7. Costs will not be considered in evaluating an SOQ. Any pricing information must be enclosed in a sealed envelope and labeled "Pricing Information". Pricing information will not be opened until after the District has selected the most qualified offeror based on the criteria published herein. The District reserves the right to negotiate specific terms, conditions, compensation, and provisions on any contract(s) that may arise from this solicitation. Should the District fail to reach a contract agreement with the selected offeror; the District will cease negotiations and begin negotiations with the next highest rated offeror from the SOQ evaluation.
- 4.8. The District reserves the right to:
 - a) Request clarification of any submitted information;
 - b) Set aside an SOQ for any irregularity including but not limited to missing information;
 - c) Not enter into any agreement;
 - d) Not select any applicant;
 - e) Amend or cancel this process at any time;
 - f) Interview applicants prior to award and request additional information during the interview;
 - g) Negotiate a multi-year contract or a contract with an option to extend the duration;
 - h) Award more than one contract if it is in the best interest of the District; and/or
 - i) Issue a similar RFQ in the future.
- 4.9. Qualified offerors must be prepared to enter into the District's standard contract, a sample of which is included as Attachment A of this RFQ. Please review the details of Attachment A carefully. By reference, the contract incorporates many standards, terms and conditions required as part of this RFQ. The District intends to award contracts substantially in the form of the sample agreement to the selected offeror(s). Portions of this RFQ and the offeror's SOQ may be made part of any resultant contract. By submitting an SOQ in response to this RFQ, the Offeror certifies that no exceptions are taken to the form of the sample contract presented in Attachment A or to the provisions thereof unless such exceptions are fully disclosed in

Offeror's SOQ. Offerors that take exception to the District's standard terms and conditions do so at the risk that the Offerors SOQ may be declared to be nonresponsive and not considered for contract award.

- 4.10. Prior to commencement of services, the Consultant must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the District as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned/Hired Automobiles, Errors and Omissions Insurance, and Professional Liability or Malpractice Insurance. The Consultant will be required to maintain the required coverages and licenses, at its sole cost and expense, throughout the entire contract term and any subsequent renewal terms of the contract.
- 4.11. Proprietary Information: Trade secrets or similar proprietary data that the prospective contactor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective Consultant in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked as "PROPRIETARY" in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective Consultant designates any information in its proposal as proprietary pursuant to this provision, the prospective Consultant must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

5. DESCRIPTION OF SERVICES REQUIRED

- 5.1. The District is soliciting qualifications for on-call consulting services. The District is looking for qualifications from consulting firms that have a comprehensive team of professionals who can provide quality consulting services to the District from **September 1, 2024 – September 1, 2026**, with the potential of such services being extended for not more than two additional years. Selected firms will be contracted with individually and be placed on a list for the District to work with on a task order basis. Ideally, the District is looking for a consulting firm that can provide all services. The District is not looking for teams of consultants. Firms that can completely satisfy the requirements and have experiences relating to the services described herein, should submit an SOQ. Selected consultants will then be eligible to perform work for the District, as needed, for related projects. When a specific project arises, the District will contact one of the "On-Call" firms.

The District will execute a Professional Services Agreement (Agreement). The District will assign service requests (task orders) that will include a scope of work and associated "Not to Exceed" payment amount, as determined appropriate by the General Manager, District Engineer and/or the District Superintendent (Exhibits A and B).

The selected Consultant(s) will be responsible for completing tasks and milestones according to a negotiated timeline. Tasks may be added and/or redefined based on subsequent negotiations.

Upon execution of an Agreement with the District, Consultant will meet with staff to discuss/clarify the desired goals and outcomes of the Agreement.

5.2. List of Potential Services:

(Inexperience in certain task areas may not preclude a firm from being selected):

1. Public Works:

- a. Development of grant applications for various projects, including, but not limited to the following:
 - i. FRGP
 - ii. Proposition I
 - iii. HMGP
- b. Preparation of plans for Public Works projects including, but not limited to the following:
 - i. Water treatment, storage and distribution
 - ii. Wastewater collection and treatment
 - iii. Stormwater management, conveyance, and treatment
- c. Construction management and inspection for the aforementioned projects
- d. Designing and or managing projects funded by grants that this same firm applied for and received on behalf of HCSD.

2. Engineering:

- a. Municipal infrastructure design
- b. Development review
- c. Geotechnical services
- d. Electrical and mechanical engineering services
- e. Materials testing

3. Surveying:

- a. General survey services
- b. Topographic Survey
- c. Construction Staking

4. Development Services:

- a. Conceptual Designs of various projects
- b. Provide District with expert advice regarding long term planning
- c. Preparation of Development Services staff reports, studies, and/or correspondence
- d. GIS

5. Environmental Services:

- a. CEQA and NEPA compliance documents
- b. Environmental permitting documents
- c. Wetland and biological surveying and documentation

- d. Cultural resources research and documentation
- e. Assistance to the District in its responsibilities as CEQA Lead or Responsible Agency, by reviewing and recommending CEQA documents prepared by a consultant for private development, or by the On-Call Consulting Firm for District projects

6. SOQ CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit their SOQ as directed on the Cover Page of this RFQ. Submit pricing information in a separate sealed envelope with the hard copy submission. Do not email the pricing information. SOQs shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall at a minimum contain the following items:

6.1. Cover Sheet (Attachment B) – 5 points

Provide the full legal name of the individual who will execute the contract. Provide all requested information concerning the firm, including: the firm's legal name, type of entity, and Federal Tax ID Number.

6.2. Qualifications of the Offeror – 40 points

- a. Organizational Chart—Provide an organizational chart of the proposed team, illustrating the organizational structure of the team, the names of all key personnel and the scope of services provided by each team member. Include specialty subconsultants that may be used. Additionally, include a brief description of experience that this team has had working together on previous projects.
- b. Firm Description – Provide a complete description for the firm and each sub-consultant on the Organizational Chart including name, address, telephone and fax and e-mail addresses of the firm; firm history and organization; and current workload (number and size of projects currently underway) with a description of how the firm would meet the needs of Humboldt Community Services District within its existing commitments. If the firm has more than one office, provide a general description of the overall firm with detailed information about the specific office assigned to this project.
- c. Key Personnel – Identify key personnel, their backups and each sub-consultant that will be assigned to this contract. Sub-consultant listings should also include the project manager, office manager, and other key personnel. Include resumes and project experience for each person, with emphasis on similar consulting experiences including responsibilities, years of experience in total and with current firm, and specific projects.
- d. Experience – List the consultant's experience in design, installation, and user training during the previous five years. If subconsultant(s) will participate in the project, specifically identify the nature and extent of each subconsultant's experience and participation.
- e. Reference Projects—Describe three (3) similar projects for which the consultant has successfully provided services. For each project, include:
 - i. Client name, contact person, address and telephone number
 - ii. Project name and location
 - iii. Project team – consultant and subconsultants, and licensing information

- iv. The Consultant's role and responsibilities for each project – if performed by an individual while under the employment of another firm, identify the name of the firm and the individual's dates of employment and job title while at that firm
- f. Litigation History—List all completed, ongoing or pending litigation or arbitration in which the consultant and the sub-consultants have been involved in over the past 10 years, including projects other than those listed above. Briefly explain the surrounding events and outcome(s). Identify the other parties involved in the litigation.

6.3. Understanding and Management of Requested Consulting Services - 30 points

- a. Understanding: Provide a summary of the Consultant's understanding of the overall consulting services, including experience and understanding of historical projects in the District, existing infrastructure, and funding constraints and sources. Outline of how Consultant will respond to District requests for services upon issuance of task orders.

6.4. Value and Fee Schedule – 20 points

- a. Value: Include a description of how the consultant intends to provide efficient, effective, timely and cost-conscious services.
- b. Fee: Include a Fee Schedule describing charges and hourly rates of service and any expenses to be reimbursed with the SOQ. This schedule should include rates by classification and by individuals listed as team members. Per diem rates or anticipated travel expenses should also be included.
- c. Fee schedules must be submitted in a separate, sealed envelope.

6.5. Other Requirements - 5 points:

- a. A statement which discloses any past, ongoing, or potential conflicts of interest which the Offeror may have as a result of performing the services for this Project.
- b. A statement confirming that the consulting firm is operating under a legitimate business license.
- c. A statement confirming that the consulting firm, if selected, can issue certificates of insurance.
- d. The SOQ must be signed by an authorized representative of the Offeror.

6.6. Timeline

- a. Anticipated Award Date for Contract: **August 28, 2024**

The Humboldt Community Services District is not responsible for any costs incurred in the preparation of Qualifications and/or any work rendered by a firm prior to the contract award.

7. SELECTION PROCEDURES

After an initial review of each proposal, the offerors submitting the highest-ranked proposals may be invited for interviews prior to final selection in order to further elaborate on their proposals. The District reserves the right to award a contract without holding interviews in the event that the written proposal(s) provide a clear preference on the basis of the criteria described.

The Consultant(s) selected for this contract will be required to accept the District's standard professional services contract and to comply with insurance standards as deemed acceptable to the

District’s Risk Manager. No agreement with the District is in effect until both parties have signed the contract.

The following criteria will be used in evaluating and selecting the prospective Consultant:

7.1. Clarity of the proposal submitted and responsiveness to this RFQ.

7.2. Project Team Qualifications—relevant qualifications, education, and experience of the individuals and firms who will provide the services. The Consultant is expected to have sufficient staff and resources to meet the requirements of the contract, including redundancy of qualified personnel such that key persons can be readily replaced, with District’s pre-approval, in the event of illness, employment change, or other reasons.

7.3. Firm Experience and Ability: The offeror is expected to have successfully provided a full range of consulting services as described above for at least three (3) similar projects, and to be familiar with state and federal procedures.

7.4. Project Control: Quality and performance of previous projects, record of budget, schedule performance, and adequacy of quality assurance and control.

7.5. Capability of firm to work with District staff. Ability to listen and consider all options.

7.6. Ability to provide a cost-effective project.

7.7. The following matrix will be used to score SOQs:

1. Cover Sheet	5 points
2. Overall Experience and Qualification of the firm conducting activities similar to those in the scope of services.	40 Points
3. Understanding and Management of Requested Consulting Services	30 Points
4. Value and Fee Schedule	20 Points
5. Other Requirements	5 Points
Total	100 Points

8. INQUIRIES

Direct all inquiries regarding the SOQ process submission to:

Robert Christensen – Administrative Assistant, Humboldt Community Services District

5055 Walnut Drive
Eureka, CA 95503

707-443-4550
asm@humboldtcsd.org

Attachment A

HUMBOLDT COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
[insert name of business]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of [insert date], 2024 ("Effective Date"), by and between the Humboldt Community Services District, a subdivision of the State of California (DISTRICT) and [insert name of business] ("Consultant") (collectively, the "Parties"). WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional [insert type of services provided] services to District under the terms and conditions set forth in this Agreement. THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Services. Consultant will provide the professional services as described in and in accordance with the Scope of Services and Fees set forth in Exhibit A, attached hereto and incorporated herein ("Services"). As needed by District, Services will be ordered by District by specifying the task to be performed ("Task Orders.") A Sample Task Order is attached as Exhibit B. Additional Task Orders may be agreed to by the Parties and these must be numbered in series and will be set forth in similar format and attached to and become part of this Agreement.

2. Compensation.

A. For the full performance of the Services described in Exhibit A, District will compensate Consultant on a time-and-materials basis at the compensation rates specified in Consultant's Services Rate Schedule included in Exhibit A; provided, however, that total compensation for the full performance by Consultant of all Services under all Task Orders must not exceed [insert amount written out] (\$[insert dollar amount]), the "not-to exceed" amount.

B. Consultant must submit detailed monthly invoices reflecting all services performed during the preceding month, including a revised or re-stated schedule for performance and any additional documentation requested by District.

C. Consultant will be compensated for services in addition to those described in Exhibit A, only if Consultant and District execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for those services. In no case will the total compensation under this Agreement exceed the "not-to-exceed" amount specified in Paragraph A, above, without prior written authorization of the General Manager or District Board of Directors, depending on whose approval is required to approve the costs for the additional services.

D. District's obligation to pay compensation to Consultant is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments.

3. Term. The term of this Agreement commences on the Effective Date, and terminates on September 1, 2026 unless sooner terminated in accordance with Section 4, "Termination". Upon termination, any and all of District's documents or materials provided to Consultant and any and all of

the documents or materials prepared for District or relating to or derived from the performance of the Services, must be delivered to District as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. Termination. District may terminate this Agreement without cause upon ten (10) days' written notice. District may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension includes, but is not limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant must immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by District, Consultant is entitled to payment for all Services performed to the date of termination to the extent the Services were performed to the satisfaction of District in accordance with the terms and conditions of this Agreement. If District terminates this Agreement for cause, Consultant is liable to District for any excess cost District incurs for completion of the Services.

5. Consultant's Representation; Independent Contractor. Consultant represents that Consultant possesses distinct skills for performing the Services. District has relied upon that representation as a material inducement to enter into this Agreement. Consultant must, therefore, provide properly skilled and technical personnel to perform all Services. It is expressly understood that Consultant, its agents, and employees act in an independent capacity and as independent contractors, not as officers, employees or agents of District. This Agreement may not be construed as an agreement for employment.

6. Facilities and Equipment. Consultant must, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services under this Agreement. District will furnish to Consultant no facilities or equipment, unless the District otherwise agrees in writing to provide them.

7. Licenses, Permits, Etc. Consultant must, at Consultant's sole cost and expense, keep in effect and require its subcontractors, if any, to keep in effect at all times during the term of this Agreement any licenses, permits or other approvals that are legally required for performing the Services.

8. Time. Consultant will devote enough time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement.

9. Inspection. Consultant must provide District every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, are subject to inspection and approval by District. The inspection of the work does not relieve Consultant of any of its obligations under this Agreement.

10. Progress Reports. Upon District's request, Consultant must provide, in a form acceptable to District, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.

11. Confidentiality. In the course of providing services for District, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant will not directly or indirectly disclose or use any confidential information, except as required for the performance of the Services.

12. Conflict of Interest. Consultant represents that it presently has no interest, and covenants that it will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant further covenants that, in the performance of this Agreement, it will not employ any subcontractor or person having a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of District. If a conflict of interest arises during this Agreement or any extension, Consultant will immediately advise District and District may, at its sole discretion, immediately terminate this Agreement.

13. Consultant Not Agent. Except as District may specify in writing, Consultant has no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant has no authority, express or implied, under this Agreement to obligate District in any way.

14. Standard of Performance. Consultant must perform all the Services in a manner consistent with the standards of Consultant's profession. If there is no professional standard applicable to the Services, Consultant must perform in a manner consistent with the standards applicable to Consultant or the type of work. All instruments of service, as defined by the American Institute of Architects, that Consultant delivers to District under this Agreement, must be prepared to comply with and conform to the standards of Consultant's type of work. All instruments of service become the sole and exclusive property of District upon delivery.

15. Assignment/Transfer. Consultant will make no assignment or transfer in whole or in part of this Agreement without the prior written consent of District.

16. Subcontractors. Consultant must directly perform all Services, and may not subcontract any portion of performance of the Services without the prior written consent of District. Any approved subcontractors are required to comply, to the full extent applicable, with the terms and conditions of this Agreement. Upon execution of this Agreement, Consultant must furnish a separate schedule of names and addresses of subcontractors, if any, and must notify District in advance if changes in subcontractors occur.

17. Statement of Economic Interests. District may determine that the Consultant must file a Form 700, Statement of Economic Interests, as required by District's Conflict of Interest Code. If so, the District's Administrative Services Manager will provide the Consultant with the form and Consultant will file the form with the District's Administrative Services office. The filing will include an Assuming Office Statement within thirty (30) days of execution of this Agreement, annual statements on or before April 1 of each year, and a Leaving Office Statement within thirty (30) days after termination of this Agreement or any extensions thereto.

18. Internal Revenue Service Form W-9. Consultant will provide an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by District to comply with regulations of the United States Department of the Treasury. District's Finance Department will provide Consultant with the required form. Consultant must complete and file the form with District before any payment for Services may be made.

19. Compliance with All Laws. Consultant and any subcontractors must comply fully with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of

the Services, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any Services, Consultant must comply with all rules and regulations applicable to that fiscal assistance. Consultant's failure to comply with any law(s) or regulations(s) applicable to the performance of the Services hereunder may be declared, at the discretion of the District, a breach of contract. These laws include, but are not limited to, the California Prevailing Wage Law; California Labor Code section 1720 et seq. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute public works within the definition of section 1720(a)(l) of the California Labor Code. Therefore, the services described in Exhibit A must be performed in accordance with all applicable requirements of the California Prevailing Wage Law including, but not limited to, all applicable requirements contained in Exhibit C, which is attached to and made a part of this Agreement. To the extent that any other government agency or entity provides compensation for any services, consultant must comply with all rules and regulations applicable to the fiscal assistance.

20. Discrimination. During the performance of this Agreement, Consultant must not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

21. Equal Employment. The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the consultant agrees as follows:

A. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the consultant's legal duty to furnish information.

D. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

22. Davis-Bacon Act. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, including the PA Program.

When applicable per the above paragraph, the District must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all prime construction contracts over \$2,000, and all applicable contractors/consultants must include these provisions in full in any subcontracts 29 C.F.R. § 5.5(a)(1), (6).

The provisions of 29 C.F.R. § 5.5(a)(1)-(10) are incorporated in full into this agreement by reference.

23. Copeland "Anti-Kickback" Act. Compliance with the Copeland "Anti-Kickback" Act. Contractor/Consultant. The contractor/consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this agreement.

Subcontracts. The contractor/consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor/consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor/consultant and subcontractor as provided in 29 C.F.R. § 5.12.

24. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Consultants who apply or bid for an award of more than \$100,000 shall file the required certification in the form attached hereto as Exhibit D. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

25. Clean Air Act. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Consultant agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

26. Federal Water Pollution Control Act. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Consultant agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the California Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

27. Access to Records. The following access to records requirements apply to this Agreement:

A. The Consultant agrees to provide CalOES, District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the District and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

28. FEMA Funded Project; No Obligation. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Services. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

29. Notice. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement must be made in writing, and sent to the Parties at their respective addresses specified below or to any other address a Party may designate by written notice delivered to the other Party in accordance with this Section. All notices must be sent by:

A. Personal delivery, in which case notice is effective upon delivery; or

B. Certified or registered mail, return receipt requested, in which case notice will be deemed delivered on receipt if delivery is confirmed by a return receipt; or

C. Nationally recognized overnight courier, or USPS Express or Priority Mail, with tracking, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

D. Facsimile transmission, in which case notice is deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile is considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

District:

General Manager
Humboldt CSD
5055 Walnut Drive
Eureka, CA 95503
FAX: (707) 443-1890

Email: gm@humboldtcsd.org

Consultant:

[Consultant Name]
[Consultant Info Cont.]
[address]
[address]
[Fax info and/or email info]

30. Ownership of Documents. All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement (collectively "Project Documents"), are the property of the District and may not be used by Consultant without the written

consent of District. Consultant will provide documents in electronic form in a format required by the District. Copies of these documents or papers must not be disclosed to others without the written consent of the General Manager or his or her designated representative. District agrees to indemnify and hold Consultant harmless for claims resulting from District's alteration of the Project Documents for another District project.

31. Internet-Ready Deliverables. If applicable to this Agreement, each contract deliverable must be delivered as a data file suitable for publication on the Internet. The following specifications define the formats that satisfy this requirement:

- A. Brochures, reports, plan documents, catalogues, flyers with graphics included, and forms are to be formatted as screen-optimized ".pdf " files, if possible.
- B. Freestanding, individual graphics such as logos, small maps and photos are to be formatted as ".tif " files.
- C. Large maps are to be formatted as ".jpg" files.
- D. Short text documents with no graphics are to be in MS Word.
- E. Freestanding charts, graphs and listings are to be in MS Excel.

32. Indemnification. To the fullest extent allowed by law, Consultant will indemnify, defend at its own expense, and hold harmless District and its directors, officers, employees, agents, and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such liability, claims losses, damages or expenses arising by the sole negligence or willful acts of District.

The Consultant's obligation to defend and indemnify will not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within thirty (30) days to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If the Consultant fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as is reasonably necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first. Furthermore, Consultant and Subcontractors' obligations to indemnify and defend the District are binding on their successors and assigns and shall survive the termination or completion of this Agreement for the fullest extent and duration allowed by law.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.

33. Insurance. Consultant must procure and maintain for the duration of this Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, Consultant's agents, representatives, sub-contractors and employees.

A. Minimum Scope of Insurance. Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Business Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Consultant will provide a signed declaration as described in California Health and Safety Code Section 19825.
4. Professional liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Consultant will maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage per occurrence.
3. Workers' Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional liability: \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate as approved by the District's General Manager.

C. Umbrella or Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance must contain or be endorsed to contain a provision that this coverage also apply on a primary and non-contributory basis for the benefit of the District before the District's insurance or self-insurance is called upon to protect it as a named insured.

D. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the District and do not reduce the limits of liability. Policies containing any self-insured retention provision must provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or the District. At the option of the District, either: the insurer must reduce or eliminate the deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers, or the Consultant must provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses. The District reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right does not constitute a waiver of right to so exercise later.

E. Other Insurance Provisions.

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

a. The District, its directors, officers, officials, employees and volunteers (the "Additional Insureds") are to be given insured status as respects: liability arising out of work or operations as performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired or borrowed by the Consultant.

b. For any claims related to this project, the Consultant's insurance coverage is primary insurance as respects the District, its directors, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers is in excess of the Consultant's insurance and does not contribute with it. The Additional Insured coverage under the Consultant's policy must be at least as broad as ISO Form CG 20 01 04 13.

c. Each insurance policy required by this clause must be endorsed to state that coverage will not be canceled by either Party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

2. The Workers' Compensation endorsement must contain a Waiver of Subrogation against the District. The Consultant will provide to the District an endorsement from the Workers' Compensation insurer, if any, agreeing to waive all

rights of subrogation against the District for injuries to employees of the Insured resulting from work for the District or use of the District's premises or facilities.

3. It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits included above will be available to the District. Furthermore, the requirements for coverage and limits are (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the District.

G. Verification of Coverage. Consultant must furnish the District with certificates and amendatory endorsements effecting coverage required by this clause. The endorsements must conform to the District's requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and endorsements effecting the coverage required by these specifications at any time.

H. Subcontractors. Consultant must include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. Consultant agrees that all contracts with subcontractors will include the same requirements stated in this Agreement with respect to indemnity and insurance. Subcontractors hired by Consultant must agree to be bound contractually to Consultant and the District in the same manner and to the same extent as Consultant is bound to District under this Agreement. Subcontractors must further agree to include these same provisions with any Sub-subcontractor. A copy of these indemnity and insurance provisions must be furnished by Consultant to any subcontractor. The Consultant must require all subcontractors to provide a valid certificate of insurance and the required endorsements prior to commencement of any work by that subcontractor and Consultant will provide proof of compliance to the District. If District is not furnished separate endorsements for each subcontractor prior to the commencement of subcontractor's work, then Consultant must include all subcontractors as insureds under its policies.

34. Amendment. This Agreement may be amended only by a written instrument executed by both Parties.

35. Litigation. If litigation ensues between District and a third-party which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from District, agrees to testify therein at a reasonable and customary fee.

36. Construction. This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement may not be construed against the drafter of the Agreement.

37. Governing Law; Venue. This Agreement must be enforced and interpreted under the laws of the State of California and the County of Humboldt. Any action arising from or brought in connection with this Agreement must be venued in a court of competent jurisdiction in the County of Humboldt, State of California.

38. Non-Waiver. The District's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance is not a general waiver of any part of that provision. The provision will remain in full force and effect.

39. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement continue in full force and effect.

40. No Third-Party Beneficiaries. The Parties do not intend to create, and nothing in this Agreement creates, any benefit or right in any third party.

41. Mediation. The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties must mutually agree upon the mediator and divide the costs of mediation equally.

42. Consultant's Books and Records.

A. Consultant must maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the District for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant must maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained under this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the District General Manager or District Legal Counsel, or a designated representative of these officers. Copies of these documents will be provided to the District for inspection at Humboldt Community Services District Office when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records must be available at Consultant's address indicated for receipt of notices in this Agreement

D. If District has reason to believe that records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, District may, by written request by the District General Manager or the District Legal Counsel, require that custody of the records be given to the District and that the records and documents be maintained by the District. Access to these records and documents

will be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.

43. Headings. The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

44. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant will survive the termination or completion of this Agreement.

45. Entire Agreement. This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this document the day, month and year first above written.

NOTE: If Amount Is \$25,000 and above – Board President’s Signature is required –

If Amount Is Under \$25,000 – Board President’s signature not required

HUMBOLDT COMMUNITY SERVICES DISTRICT:

By: _____
Heidi Benzonelli, Board President

Dated: _____

HUMBOLDT COMMUNITY SERVICES DISTRICT:

By: _____
Terrence Williams, District General Manager

Dated: _____

Approved as to content:

By: _____
[Name and Title of District Employee Contact]

Approved as to form:

By: _____
Ryan Plotz, District Legal Counsel

Attest:

By: _____
Robert Christensen, Board Secretary

CONSULTANT:

By: _____
[Consultant Contact Name & Title]
[Business Name]

Dated: _____

Incorporated: Yes _____ No _____

If yes, the State of Incorporation is?

EXHIBIT A

[Insert Scope of Services and Fees – See Example Below]

[EXAMPLE ONLY]

Scope: Provide site design study and design development drawings for improvements necessary to construct the canopy for the new District Fueling Station, for Humboldt Community Services District, located at 5055 Walnut Drive.

A. Task and Estimated Fee:

1. Provided a Conceptual Site Design. (5 hrs.) \$625.00.
2. Provided 50% Plans and Specifications. (15 hrs.) \$1,875.00.
3. Provide Design Final Plans and Specifications (20 hrs.) \$2,500.00.

Hourly Rates fees are based on:

Roland Free PE (Principal Engineer)	\$125.00/hr
Calvin Rayborn (Project Engineer)	\$ 75.00/hr
Donald Vesco (Drafter)	\$ 40.00/hr

B. Key staff:

Kush Rawal
 Assistant Engineer
 Humboldt Community Services District
 5055 Walnut Drive, Cutten, CA 95534
 707-443-4550
 krawal@humboldtcsd.org

Brian McNeill
 Utility Services Planner
 Humboldt Community Services District
 5055 Walnut Drive, Cutten, CA 95534
 707-443-4550
 bmcneill@humboldtcsd.org

Terrence Williams
 General Manager
 Humboldt Community Services District
 5055 Walnut Drive, Cutten, CA 95534
 707-443-4550
 twilliams@humboldtcsd.org

C. Humboldt Community Services District responsibilities

1. Provide applicable plans and previous construction documents available from District Engineering Department.
2. Coordinate the Project logistics, schedules and direction for duration of project.

Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service for our customers

EXHIBIT B Sample Task Order

Consultant:

Task Order No.	Task Date	Amount	Requesting Department	Project Title	Account No.
			Engineering		

Task No	Description	Amount
Total:		\$0.00

Justification:

Request By:	Date
Kush Rawal, Assistant Engineer	
Approved By:	Date
Terrence Williams, District General Manager	

Consultant	Title	Date

EXHIBIT C**PROVISIONS REQUIRED FOR PUBLIC WORKS PROJECTS UNDER CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.****HOURS OF WORK:**

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. By signing this Agreement, Consultant agrees that Consultant is aware of the provision of California Labor Code section 3700 which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that Consultant will comply with such provisions before commencing performance of the Services.
- C. The Consultant and its subconsultants shall forfeit as a penalty to the District \$50 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. The services of the Consultant shall be done on or in the execution of a "public works" project as defined by Law. In accordance with California Labor Code Section 1773.2, the District has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the District and shall be made available on request. The Consultant and subconsultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services. The Consultant shall be responsible for the compliance of its subcontractors.

EXHIBIT D

(APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned _____ certifies, to the best of his or her knowledge, that:

(1) No 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service for our customers

Attachment B

COVER SHEET

For use by Prospective Consultant for
On-Call Consulting Services
Bid No. 2024-01

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole Proprietorship, Partnership, Corporation, Non-Profit, Public Agency)	
Federal Tax ID Number:	
Contact Person - Name	
Contact Person - Address	
Contact Person - Phone Number	
Contact Person - Email Address	

By signing this Cover Sheet I hereby attest that: I have read and understand all the terms listed in the RFQ; have read and understand all terms listed in this SOQ; I am authorized to bind the listed entity into this agreement; and that should this SOQ be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFQ as published by the Humboldt Community Services District, including any amendments or addenda thereto except as explicitly noted or revised in my submitted SOQ.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

Mailing: Post Office Box 158 • Cutten, CA 95534 • tel (707) 443-4558 • fax (707) 443-0818
Physical Address: 5055 Walnut Drive, Eureka, CA 95503