



**HUMBOLDT COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
REGULAR SCHEDULED MEETING**

AGENDA

DATE: Tuesday, November 9, 2021

TIME: 5:00 p.m.

LOCATION: *In accordance with AB 361 and HCSD Resolution 2021-11, HCSD Board of Directors shall conduct the District's business via teleconference.*

The open session segment(s) of the meeting, including Public Participation, may be joined through the Zoom Website (<https://zoom.us>) by clicking on "Join A Meeting" and entering the following Meeting ID then follow the prompts for Passcode and audio. Access may also be achieved by telephone only by dialing 1-669-900-9128 followed by the Meeting ID and Passcode below:

Meeting ID: 850 0055 3531

Passcode: 685151

Participation protocol:

- *Please use the MUTE function when not speaking*
- *Please use the "RAISE HAND" feature when wishing to be acknowledged for participation. Raise Hand feature is located in the lower right portion of the screen via the "REACTIONS" icon.*
- *Please do not speak out of turn; wait for the Board President to call upon you to share.*

A. CALL TO ORDER AND ROLL CALL

B. CONSENT CALENDAR

1. Approval of November 9, 2021 Agenda *Pgs 1-2*
2. Approval of Minutes of the Regular Meeting of October 12, 2021 *Pgs 3-6*

C. REPORTS

1. General Manager
 - a) GM Report *Pg 7*
2. Engineering
 - a) Engineering Report *Pg 9*
3. Superintendent
4. Finance Department
5. Legal Counsel

6. Director Reports

7. Other

D. PUBLIC PARTICIPATION **

**Members of the public will be given the opportunity to comment on items not on the agenda by way of a Zoom meeting. Please use the information set forth above to participate. The Board requests that speakers please state their name and where they are from, be clear, concise and limit their communications to 3 to 5 minutes. At the conclusion of all oral communications, the Board or staff may choose to briefly respond with information in response to comments; however, the Brown Act prohibits discussion of matters not on the published agenda. Matters requiring discussion, or action, will be placed on a future agenda.

E. NON-AGENDA

F. NEW BUSINESS

1. Consideration of Resolution 2021-12 Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings *Pgs 11-12*
2. Consideration of Draft RFQ for Engineering Services *Pgs 13-38*

G. OLD BUSINESS

H. ADJOURNMENT

Next Res: 2021-13
Next Ord: 2021-01

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Brenda Franklin at (707) 443-4558, ext. 210. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102 – 35.104 ADA Title II).

Pursuant to §54957.5(a) of the California Government Code, any public record writings relating to an agenda item for an open session of a regular meeting of the Board of Directors, not otherwise exempt from public disclosure, are available for public inspection upon request at the District offices located at 5055 Walnut Drive, Monday through Friday (holidays excepted) during regular business hours.

DRAFT – MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
HUMBOLDT COMMUNITY SERVICES DISTRICT

The Board of Directors of the Humboldt Community Services District met in Regular Session at 5:00 p.m. on Tuesday, October 12, 2021, via tele/video conference in accordance with the Governor’s Executive Orders N-08-21.

A. CALL TO ORDER AND ROLL CALL

Present upon roll call were Directors Benzonelli, Bongio, Gardiner, Hansen, and Matteoli. Staff in attendance: General Manager Williams (GM), Finance Manager Montag (FM), and Assistant Engineer Adams (AE).

B. CONSENT CALENDAR

1. Approval of October 12, 2021 Agenda
2. Approval of Minutes of the Regular Meeting of September 28, 2021

DIRECTOR MATTEOLI MOVED, DIRECTOR HANSEN SECONDED, TO ACCEPT AND APPROVE THE OCTOBER 12, 2021 CONSENT CALENDAR. MOTION CARRIED UPON THE FOLLOWING ROLL CALL VOTE:

AYES: BENZONELLI, BONGIO, GARDINER, HANSEN, MATTEOLI
NOES: NONE
ABSENT: NONE

C. REPORTS

1. General Manager

a) GM Report

- Ridgewood Tank – The tank rehabilitation project completed ahead of schedule and placed back into the system on October 6, 2021. The Walnut Drive one-million-gallon one-year post construction inspection is now in process.
- Personnel – As of October 8, 2021, there is a Utility I/II position open. The recruitment process is in place with notices on the website, Craigslist, Times-Standard, and Cal Rural Water Job Board.
- Cost of Water – In response to Director Gardiner’s request for “talking points” to address public concern about increasing water and wastewater rates, GM summarized the numerous elements involved that affect rates. Director Gardiner suggested including a statement that the District is a not-for-profit organization which essentially provides services at cost with enough margin to plan for maintenance and emergency situations and to post the informative data on the District website.

DRAFT – MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
HUMBOLDT COMMUNITY SERVICES DISTRICT
Continued; October 12, 2021

4. Finance Department

a) September 2021 Check Register

FM reviewed the report without question.

E. PUBLIC PARTICIPATION

President Bongio invited the public to address the Board on any item not listed on the agenda or issues generally affecting District operations, which are within the jurisdiction of the Board. None.

F. NEW BUSINESS

1. Consideration of Resolution 2021-11 Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings

GM reviewed the report describing the necessity of adoption on a monthly basis to meet the new conditions of AB 339 and AB 361 until the March 20, 2020 state of emergency is rescinded, or as long as the county continues to impose or recommend measures to promote social distancing.

Public Comment: None

IT WAS THEN MOVED BY DIRECT BENZONELLI, SECONDED BY DIRECTOR HANSEN TO ADOPT RESOLUTION 2021-11 BY TITLE ONLY. MOTION CARRIED UPON THE FOLLOWING ROLL CALL VOTE:

AYES: BENZONELLI, BONGIO, GARDINER, HANSEN, MATTEOLI

NOES: NONE

ABSENT: NONE

2. Consideration of Disclosure of Employee Reimbursements for Fiscal Year 2020-2021

FM reviewed the corresponding report without question. IT WAS THEN MOVED BY DIRECTOR MATTEOLI, SECONDED BY DIRECTOR GARDINER, TO ACCEPT THE 2020-2021 EMPLOYEE REIMBURSEMENT DISCLOSURE. MOTION CARRIED UPON THE FOLLOWING ROLL CALL VOTE:

AYES: BENZONELLI, BONGIO, GARDINER, HANSEN, MATTEOLI

DRAFT – MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
HUMBOLDT COMMUNITY SERVICES DISTRICT
Continued; October 12, 2021

NOES: NONE
ABSENT: NONE

3. Consideration of Draft Joint Rate Study Request for Proposal

GM reviewed the history and benefits of cooperating in a joint rate study with the City of Eureka (COE). Each agency will conduct three public meetings scheduled ahead of two public hearings. Discussion ensued regarding the mechanics and associated costs of establishing a steering committee or citizens advisory committee, providing public participation notices with bills and on the website, and emphasis on transmitting the fact that the District does not make a profit as it only collects necessary funds to cover expenses to provide the service.

PUBLIC COMMENT: None

IT WAS THEN MOVED BY DIRECTOR GARDINER, SECONDED BY DIRECTOR MATTEOLI, TO APPROVE THE HCSD/COE JOINT REQUEST FOR PROPOSAL FOR RATE STUDY. MOTION CARRIED UPON THE FOLLOWING ROLL CALL VOTE:

AYES: BENZONELLI, BONGIO, GARDINER, HANSEN, MATTEOLI
NOES: NONE
ABSENT: NONE

4. Consideration of Cancelling the Regular Meeting of October 26, 2021

GM reviewed his recommendation to cancel the next regular meeting due to his pending absence assuring the Board no critical items of action are on the horizon and if one occurs, he will suggest a special meeting in its place.

PUBLIC COMMENT: None

IT WAS THEN MOVED BY DIRECTOR BENZONELLI, SECONDED BY DIRECTOR HANSEN, TO CANCEL THE REGULAR MEETING OF OCTOBER 26, 2021. MOTION CARRIED UPON THE FOLLOWING ROLL CALL VOTE:

AYES: BENZONELLI, BONGIO, GARDINER, HANSEN, MATTEOLI
NOES: NONE
ABSENT: NONE

DRAFT – MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
HUMBOLDT COMMUNITY SERVICES DISTRICT
Continued; October 12, 2021

ADJOURNMENT

There being no further business, IT WAS MOVED BY DIRECTOR MATTEOLI,
SECONDED BY DIRECTOR BENZONELLI, TO ADJOURN. MOTION CARRIED
UPON THE FOLLOWING ROLL CALL VOTE:

AYES: BENZONELLI, BONGIO, GARDINER, HANSEN, MATTEOLI

NOES: NONE

ABSENT: NONE

THE BOARD ADJOURNED ITS REGULAR MEETING OF OCTOBER 12, 2021 AT 5:32
P.M.

Submitted, Board Secretary

Humboldt Community Services District

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

MEMORANDUM

TO: Board of Directors

FROM: Terrence Williams, General Manager

DATE: November 5, 2021

SUBJECT: General Manager Report for November 9, 2021 Board Meeting

Water Storage

The Ridgewood Tank has been back in service for over a month and is working well. The temporary tank system has been “mothballed” for use during the one-year inspection period for the Ridgewood Tank next fall. The Walnut Drive 1 MG Tank one-year inspection went well, there were some minor repairs made to the interior coating but the overall integrity of the system is good. That tank went back online November 3, 2021.

Personnel

The search for a Utility Worker to fill the vacancy in our Construction Department is ongoing. We will continue to keep this solicitation open until we identify a high-quality individual to fill the role.

Rate Study

The Request for Proposals for the Water and Wastewater Rate Study was released by the City on November 1, 2021. Proposals are due December 3, 2021. More information is available on the City’s website:

<https://www.ci.eureka.ca.gov/depts/pw/engineering/bids.asp?pageID=257>

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Humboldt Community Services District

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Engineering Memorandum

TO: Board of Directors

FROM: Benjamin Adams, Assistant Engineer

DATE: November 4, 2021

SUBJECT: Engineering Department Status Report for November 9, 2021 Board Meeting

Capital Improvement Projects:

The Christian Lane Steel Main Replacement (SMR) project is nearly complete. The project consists of installation of 100 feet of new C900 pipe to replace the aging steel pipe. Pavement surface rehabilitation will commence this winter or spring.

The 400-foot Park Street SMR project is currently under engineering review and is anticipated to break ground in the spring.

Lucia Avenue

On June 10th, District staff made an emergency repair for a water main break on Lucia Avenue. The leak destroyed a large portion of the pavement surface. The roadway pavement repair was completed last week by a contractor.

Water Loss

District staff continue to test meters pulled from the field as they are replaced with new meter stock. A recent sample of tested meters indicate that aging meter stock is inaccurately registering low flows by approximately 20%. This information confirms our suspicion that our aging meter stock is not capturing data during low flow events. This indicates that a significant amount of our apparent water loss is associated with water passing through customer meters, without being recorded by the meters.

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Humboldt Community Services District

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AGENDA REPORT

For HCSD Board of Directors Regular Meeting of: November 9, 2021

AGENDA ITEM: F.1

TITLE: Consideration of Resolution 2021-12 Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings

PRESENTED BY: Terrence Williams, General Manager

Recommendation:

Motion to adopt Resolution 2021-12 by title only. Roll-call vote.

Summary:

The Governor's Executive Order N-08-21 provided modification to the Brown Act authorizing public teleconference meetings during the COVID-19 Emergency without the requirement of personal appearance. On September 16, 2021, Governor Newsom signed Assembly Bills (AB) 339 and 361 into law which was followed by Executive Order N-15-21 on September 20, 2021 stipulating the sunset of Executive Order N-08-21 as of September 30, 2021.

As presented at the October 12, 2021 regular meeting, provisions of AB 361 officially modify the Brown Act to enable public agencies to move immediately to relaxed teleconference meetings under a declared state of emergency. Each month the March 20, 2020 state of emergency remains in effect, the Board is required to pass a resolution every thirty (30) days until lifted, affirming the following:

1. The Board has considered the circumstances of the state of emergency
2. Any of the following circumstances exist:
 - a. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - b. State or local officials continue to impose or recommend measures to promote social distancing.

Resolution 2021-12 before you, affirms the foregoing conditions allowing the District to proceed with virtual meetings for the next thirty (30) days while the current state of emergency remains in effect and/or the County's recommendations for social distancing remain in effect.

Fiscal Impact: None

RESOLUTION NO. 2021-12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUMBOLDT COMMUNITY SERVICES DISTRICT MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS

WHEREAS, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act;

WHEREAS, Assembly Bill 361, which was signed into law on September 20, 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings;

WHEREAS, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect;

WHEREAS, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing as more particularly set forth in his August 6, 2021, Order, among other prior orders and guidance;

NOW, THEREFORE, the Board of Directors does hereby find and resolve as follows:

1. That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic;
2. That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing;
3. That the Board may continue to conduct public meetings in accordance with Government Code section 54953(e);
4. That the Board will reconsider the above findings within 30-days of this Resolution.

PASSED AND ADOPTED on the 9th day of November 2021 by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:
ATTEST:

Alan Bongio, Board President

Attest: Brenda K. Franklin
Board Secretary

Humboldt Community Services District

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

AGENDA REPORT

For HCSD Board of Directors Regular Meeting of: November 9, 2021

AGENDA ITEM: F.2 (New Business)

TITLE: Consideration of Draft RFQ for Engineering Services

PRESENTED BY: Terrence Williams, General Manager

Recommendation:

Discussion followed by motion to approve the RFQ for Engineering Services. Roll call vote.

Summary:

The District uses contract engineering services for various reasons; design review, permitting assistance, surveying, geo-technical services, and grant writing assistance. These services are best filled by identifying one or more firms that are available to provide these services on an on-call basis. This Request for Qualifications (RFQ) and associated contract award will enable us to continue to use this model as situations arise.

This RFQ is particularly important for grant writing assistance. In order for the District to put together competitive proposals for the significant funding that is being made available for infrastructure improvements, it will be necessary to partner with engineering firms. Infrastructure grant solicitations always require a project description, a scope of work and an estimate of the associated fee. Often these solicitations require the cost estimates to include design and construction and project management to be included. Locally, the best grant writers work for the engineering firms. Their business model is to get the money for the projects and then perform (or compete for) the work that was funded.

Many of the funding opportunities that the District is eligible for require that a consulting firm be under contract to develop the funding proposal and perform the associated work in order to be eligible to perform or compete for the associated work. Often, the window of opportunity is short. The solicitation is released with a deadline 30 to 45 days later. There isn't enough time to solicit bids and then develop a competitive proposal. This RFQ will allow the district to work with engineering partners to identify projects and develop strategies ahead of the funding solicitations. When the solicitation is released, the District will be able to access the necessary grant writing assistance to develop a competitive proposal. When the funding is awarded, the engineering firm that assisted with the proposal will be eligible to compete for the associated work.

Fiscal Impact:

None

Humboldt Community Services District

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DRAFT

Humboldt Community Services District

Request for Statement of Qualifications (SOQ)

for

On-Call Consulting Services

Bid# 2021-02

SOQ Submission Deadline:

Monday, December 13, 2021 at 2:00 p.m.

Humboldt Community Services District Office

5055 Walnut Drive

Cutten, CA 95534

SOQ Submission Instructions:

1. Submit five (5) hard copies of complete SOQ to:

Humboldt Community Services District
5055 Walnut Drive
Cutten, CA 95534
(707) 443-4550

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

bfranklin@humboldtcsd.org

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

Table of Contents

1. SUMMARY 2

2. ESTIMATED BUDGET 2

3. CONTRACT AWARD SCHEDULE 2

4. GENERAL CONDITIONS 2

5. DESCRIPTION OF SERVICES REQUIRED 5

6. SOQ CONTENT AND FORMAT REQUIREMENTS 7

7. SELECTION PROCEDURES 9

8. INQUIRIES 10

Attachment A - Professional Service Agreement 9

Attachment B - Cover Sheet 25

DRAFT

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.

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. Five bounded, signed original SOQs and one copy in PDF format must be submitted as directed on page 1 by the date and time listed in the CONTRACT 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 November 15, 2021 |
| Deadline for Questions | Monday November 29, 2021 |
| Final Addenda Issued | Monday November 22, 2021 |
| SOQ Submission Deadline | Monday November 29, 2021 |
| Interviews with Finalists (tentative) | December 14 - 21, 2021 |
| Contract Approval (tentative) | Tuesday January 4, 2022 |

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 January 1, 2022 – December 31, 2022, with the potential of such services being extended for not more than two additional fiscal 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) that will include a scope of work and associated “Not to Exceed” payment amount. The District will assign service requests (task orders) as determined appropriate by the General Manager, District Engineer and/or the District Superintendent.

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):

I. Public Works:

- a. Development of grant applications for various projects, including, but not limited to the following:
 - i. FRGP
 - ii. Proposition I
 - iii. HMPG
- 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.

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 Page I 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 each firm 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: **January 4, 2022**

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 |

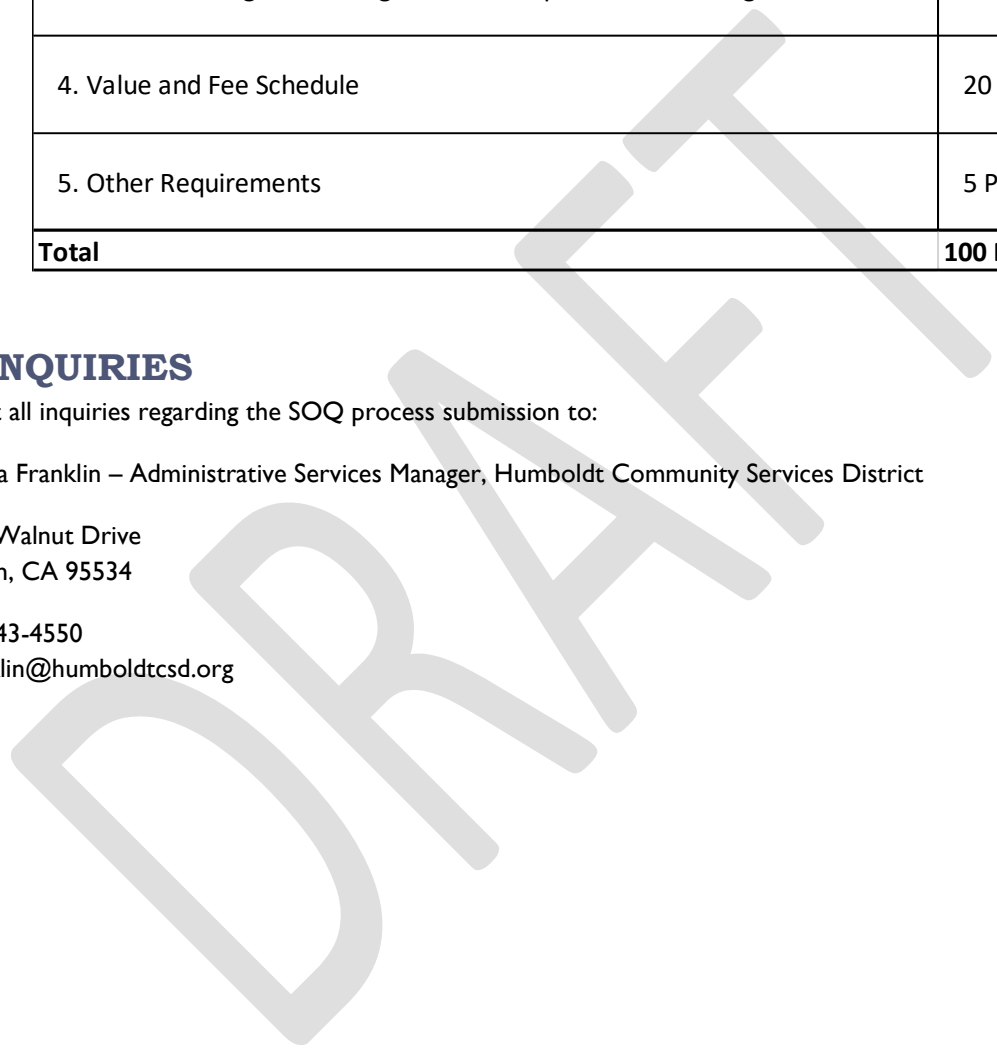
8. INQUIRIES

Direct all inquiries regarding the SOQ process submission to:

Brenda Franklin – Administrative Services Manager, Humboldt Community Services District

5055 Walnut Drive
Cutten, CA 95534

707-443-4550
bfranklin@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], 2021 ("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.") Task Order #1 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. Before payment is disbursed, Consultant must be in compliance with Paragraph 19 of this Agreement.

3. Term. The term of this Agreement commences on the Effective Date, and terminates on [enter termination date – usually one year] unless sooner terminated in accordance with Section 4. 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. 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

Consultant:

[Consultant Name]
[Consultant Info Cont.]
[address]

Eureka, CA 95503
FAX: (707) 443-1890

[address]
[Fax info and/or email info]

Email: gm@humboldtcsd.org

22. 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.

23. 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, with the largest side no larger than four inches.
- C. Large maps are to be formatted as ".jpg" files with the largest side no larger than four inches, unless mutually agreed otherwise by the Parties.
- 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.

24. 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.

25. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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: _____
Alan Bongio, 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: _____
Brenda Franklin, 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:

Tim Latham
District Superintendent
Humboldt Community Services District
5055 Walnut Drive, Cutten, CA 95534
707-443-4550
tlatham@humboldtcsd.org

Ben Adams
Assistant Engineer
Humboldt Community Services District
5055 Walnut Drive, Cutten, CA 95534
707-443-4550
badams@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.

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.

Humboldt Community Services District

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

On-Call Consulting Services List
Bid No. 2021-15

| | |
|--|--|
| 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