

REQUEST FOR PROPOSALS:

**Architectural and Engineering Services
(Planning, Engineering, and Permitting)**

**Fields Landing Boat Launch Facility
Reconstruction Project**

**Fields Landing Boat Launch Facility
Humboldt County, California**

Issued: December 7, 2011

Proposals Due: December 30, 2011 (Received by 4 p.m.)

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

**Funding Provided by:
California Department of Boating Waterways**



1 PROJECT INFORMATION

Introduction

The Humboldt County Department of Public Works has prepared this Request for Proposal (RFP) to retain an experienced and qualified architectural/engineering consulting firm (Consultant) to assist with planning, engineering, and permitting for demolition and reconstruction of the boat launch facility at Fields Landing. Humboldt County Public Works was awarded a planning grant from the California Department of Boating and Waterways to prepare plans and specifications and acquire permits for the project. The goal is to have the construction documents and permits completed by early summer of 2012 to enable Humboldt County Public Works to apply for construction funds.

Site Information

Fields Landing is an unincorporated community of Humboldt County, located approximately three miles south of the city of Eureka and nine miles north of the city of Fortuna (Latitude 40.7263, Longitude -124.2199). From Highway 101, the facility is accessed via Fields Landing Drive and Railroad Avenue.

Existing Facility

The facility is equipped with a two-lane boat launch ramp and adjacent floating docks. The boat launch facility extends approximately 125 feet beyond the shoreline of the South Bay portion of Humboldt Bay and is situated adjacent to intertidal mudflats. Recent projects included re-surfacing and expansion of the parking area (2009) and construction of a new restroom (2010).

The nearly 30-year-old structure is approaching the end of its useful life, with significant wear on the ramp surface, pilings, and floating docks. The slope of the existing ramp is 9%, which does not meet the current 12% minimum slope standard. The width of the ramp is marginally sufficient for two boat trailers to utilize the ramp simultaneously. At low tide there is a gap between the end of the ramp and the nearest channel; the new design will attempt to solve or alleviate this issue. The facility was originally designed exclusively for motorized watercraft. Opportunities to minimize accumulation of sediment and floating vegetation on the ramp will be evaluated.

Purpose

Humboldt County proposes a project to replace the existing boat ramp with a new structure that meets current design standards, improves functionality and durability, and includes features tailored to the paddling community.

Proposed Facility

In 2008, the Facilities Division of the Department of Boat and Waterways suggested a preliminary conceptual design with the following features:

1. Two-lane concrete boat ramp with 12% slope (cast-in-place, precast with dewater, or push slab).
2. Eight-foot wide steel or fiberglass frame, pile guided, boarding float including an adjacent low-float dock for car-top boats.

3. Concrete apron at top of ramp.
4. Dredging to meet required grade out to channel.
5. Rock erosion control.
6. Concrete walks and abutments.

Permitting

The project is in the permitting jurisdiction of multiple agencies including the California Coastal Commission; Humboldt Bay Harbor, Recreation & Conservation District; California Department of Fish & Game; U.S. Army Corps of Engineers; North Coast Regional Water Quality Control Board; and U.S. Coast Guard. The grant agreement with Department of Boating and Waterways will fund technical evaluations associated with permitting.

CEQA

The grant agreement with Department of Boating and Waterways does not fund preparation of an environmental document under the California Environmental Quality Act (CEQA). A CEQA document will be prepared separately by the County after preliminary engineering and technical studies are complete.

Existing Information

Readily available information will be posted on the Public Works web site:

<http://www.co.humboldt.ca.us/files/?id=pubworks>

2 GENERAL CONDITIONS

Consultant Selection Process

The Director of Humboldt County Public Works will designate a RFP review committee to evaluate and rank the submitted written proposals based on demonstrated competence and professional qualifications for performance of the services required.

Depending upon the relative quality of the proposals, the RFP review committee may elect to interview the two or three firms that in the opinion of the committee appear to be most capable of meeting the conditions of the project.

Based on the RFP review committee's ranking, the Director or designee will enter directly into contract negotiations with the highest-ranked firm. The proposed Agreement for Professional Services is contained in Attachment 1. The selected firm will be asked to submit a detailed cost proposal within one week of notification. If Humboldt County Public Works is unable to successfully negotiate a satisfactory agreement with the highest-rank firm, Public Works may commence negotiations with the remaining firms in order of their ranking.

The final Agreement for Professional Services will be submitted to the Humboldt County Board of Supervisors for review and approval.

Deadline for Delivery of Proposals

The deadline for submission of proposals is 4:00 p.m. on December 30, 2011. Proposals arriving after the deadline will not be considered.

Proposal Format

Consultant candidates shall provide three hardcopies of the proposals and an electronic copy (either on CD or via e-mail to the contact listed below).

Contact Information

The contact for questions or additional information regarding this RFP is:

Hank Seemann, Environmental Services Manager
Humboldt County Public Works Department
1106 Second Street
Eureka, CA 95501

The contact may be reached at (707) 445-7741 or hseemann@co.humboldt.ca.us.

Requests for Supplemental Information

Public Works reserves the right to require the submittal of additional information that supplements or explains proposal materials.

Rejection of Proposals

Public Works reserves the unqualified right to reject any or all proposals.

Reimbursement of Costs

No reimbursement whatsoever will be made by Public Works of any costs incurred by consultant candidates related to the preparation or presentation of proposals.

3 SCOPE OF WORK

The scope of work for consultant services includes the following tasks:

Task 1 – Project Management

Perform project management functions including contract administration, communications with the County and Department of Boating and Waterways, coordination of staff and sub-consultants, invoice preparation, quality control, and assurance of on-schedule delivery.

Task 2 – Update Survey and Mapping

Update and expand existing topographic and bathymetric survey and mapping as necessary. Using deeds, surveys, and title information provided by the County, depict legal boundaries,

property lines, easements, and encumbrances. Produce site map(s) depicting current topography, bathymetry, and improvements.

Task 3 – Field Investigations

Review plans, drawings, reports, and other documentation provided by the County. Perform geotechnical characterization as needed to support engineering design. Perform biological studies necessary for permitting.

Task 4 – Hydraulic Analysis

Perform hydraulic analysis as needed to support engineering design.

Task 5 – Detailed Concept Plan

Develop a detailed concept plan (representing approximately 10 to 15% of the design effort) which presents major project elements. The concept plan must be approved by the County and the Department of Boating and Waterways prior to initiating Tasks 6 through 10.

Task 6 – 30% Design Submittal

Prepare the 30% design submittal that includes: schematic drawings of major project elements, outline specifications of materials, and project cost estimate.

Task 7 – Permitting

Develop all required permit applications with supporting documentation based on the results of the field investigations and the 30% design submittal.

Task 8 – 65% Design Submittal

Prepare 65% design submittal (plans, specifications, estimates) and draft engineer's report. The engineer's report will detail the basis for design.

Task 9 – 100% Design Submittal

Prepare 100% design submittal (plans, specifications, estimates).

Task 10 – Final Design Submittal

Prepare final design submittal (plans, specifications, and estimates) that incorporates review comments on the 100% design submittal and is ready for construction advertisement, along with the final engineer's report.

Additional Requirements

Requirements from the Department of Boating and Waterways for preparation of plans and specifications are contained in Attachment 2 (Exhibit D – Special Terms and Conditions, Part 1, Subpart B of Agreement Number 10-101-309).

4 SELECTION CRITERIA

Consultant proposals will be reviewed by a RFP review committee. Proposals should contain information sufficient to enable the RFP review committee to properly evaluate the competence and qualifications of the consultant for achieving the project objectives. Proposals will be evaluated based on the following criteria:

- Understanding of project objectives.
- Proposed project approach and staffing plan.
- Ability to provide high-quality, cost-effective consultation services.
- Comparable experience.

Proposals will be scored and ranked by the RFP Review Committee as follows:

Criteria	Total Points Possible	Score
Project understanding	25	
Proposed approach/staffing	25	
Quality/cost-effectiveness	25	
Comparable experience	25	
Total:	100	

5 PROPOSAL REQUIREMENTS

Proposals shall contain the following four items:

1. Introductory Letter:

The introductory letter shall be addressed to the contact identified in Section 2. The letter shall provide the Consultant's contact information, list any sub-consultants, and identify the offices where work will be conducted. The letter shall indicate proposed deviations and modifications, if any, to the Agreement for Professional Services contained in Attachment 1, with supporting rationale. Humboldt County Public Works will not consider changes to the agreement once consultant selection has been completed.

2. Statement of Qualifications and Experience:

The Statement of Qualifications and Experience (Statement) shall describe the Consultant's ability and capacity for successfully completing the project. The Statement shall identify the members of the Consultant's team and describe each member's role and responsibilities. The Statement shall include résumés of key staff and describe previous project experience relevant to this project. The Statement should explain how previous experience will enable the Consultant to deliver high-quality, cost-effective services. The Statement shall discuss the projected availability of key staff and how the Consultant will assure staff continuity and timely work performance. The Statement shall indicate the estimated number of hours each team member will work on the project. The Statement shall include at least three references (name and telephone number or e-mail address) for the Consultant and each sub-consultant.

3. Scope of Services:

The Scope of Services shall be a separate document formatted so that it can be attached as Exhibit A to the Agreement for Professional Services (Attachment 1) with minimal modification.

The Scope of Services shall address the tasks identified in the Scope of Work section of this RFP. Other services which the consultant believes are applicable to the project may also be included. The Scope of Services shall be sufficiently detailed to provide the basis for preparing a cost proposal, if requested.

4. Project Schedule:

The Project Schedule shall be a separate document formatted so that it can be attached as Exhibit B to the Agreement for Professional Services (Attachment 1) with minimal modification.

The Project Schedule shall be tied to the date of the execution of the contract with the Consultant, showing the anticipated completion times for each task.

6 SCHEDULE

The following schedule indicates the anticipated dates for steps in the consultant selection process. Public Works reserves the right to modify this schedule as circumstances may require.

1. The RFP will be issued on December 7, 2011.
2. Consultant candidates may participate in a pre-proposal conference to ask questions regarding this RFP. The conference is tentatively scheduled for December 15, 2011, at 1 p.m. at the Fields Landing Boat Launch Facility. Consultant candidates may e-mail the contact listed below to confirm the date, time, and venue.

3. Consultant candidates may submit questions via e-mail to the contact listed below until 5 p.m. on December 19, 2011. A summary of all questions and answers and new or updated information related to this Request for Proposal will be distributed via e-mail on or around December 20, 2011, to candidates who have requested this information.
4. Consultant candidates shall submit proposals to be received by Humboldt County Public Works by 4 p.m. on December 30, 2011.
5. The RFP review committee expects to complete the review process within two weeks following receipt of proposals. All consultant candidates will be notified of the results.
6. It is expected that the selected consultant will be given notice to proceed on or around January 24, 2012. The consultant should be prepared to begin work on the project immediately thereafter.

7 ATTACHMENTS

- A Agreement for Professional Services
- B Requirements from Department of Boating and Waterways

**AGREEMENT FOR PROFESSIONAL SERVICES – [Consultant Name]
Fields Landing Boat Launch Facility Reconstruction Project
County Project Number 713XXX**

THIS AGREEMENT is entered by and between the County of Humboldt, a political subdivision of the State of California, hereinafter called COUNTY, and [Consultant name and address], hereinafter called CONSULTANT.

RECITALS

COUNTY desires to prepare design plans and specifications and acquire permits for demolition and reconstruction of the boat ramp at the Fields Landing Boat Launch Facility. This project is funded through a grant issued to the COUNTY by the California Department of Boating and Waterways.

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

CONSULTANT's professional work is conducted by or under the direction of a State of California licensed engineer, and CONSULTANT represents that it is well qualified to perform said work.

SECTION 1. OBLIGATIONS OF COUNTY

COUNTY agrees to do the following:

- A. Provide relevant and readily available information regarding the existing facility.
- B. Give thorough consideration to all documents submitted by CONSULTANT, and provide prompt information and feedback to the CONSULTANT so as not to interrupt or delay the work of the CONSULTANT.

SECTION 2. OBLIGATIONS OF CONSULTANT

- A. Scope of Services. The CONSULTANT'S Scope of Services for the Project is included as Exhibit A (Scope of Services) to this Agreement.
- B. As required by the COUNTY's grant agreement with the California Department of Boating and Waterways, plans and specifications prepared under this Agreement shall:
 1. Be prepared by persons licensed by the State of California to undertake the type of design work required by the project (engineer's/architect's certificate number to appear on construction contract design documents),
 2. Be prepared in conformance with the most recent version of the *Department of Boating and Waterways' Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities*,
 3. Be submitted to the Department of Boating and Waterways and COUNTY in 11-in. by 17-in. hardcopy and on CD or DVD in full sized and 11-in. by 17-in. PDF format. Specifications shall also be submitted in hardcopy and in PDF format,
 4. Become the property of the COUNTY,
 5. Provide for all project facilities set forth in Exhibit A, Attachment A-1 of the grant agreement between COUNTY and the Department of Boating and Waterways,
 6. Provide for shoreside facilities for removing waste from vessel holding tanks in accordance with the Harbors and Navigation Code section 654.1, and
 7. Be prepared in conformance with Executive Order D-8-99.
- C. Project Schedule. The work shall be completed in accordance with the preliminary schedule contained in Exhibit B (Project Schedule) of this Agreement.
- D. Exclusions. Items not considered within the Scope of Services can be provided by the CONSULTANT as an Additional Service. Additional Services require specific written request from CONSULTANT,

followed by written authorization from the COUNTY prior to commencement of any work not defined as part of the original Scope of Service.

SECTION 3. COMPENSATION TO CONSULTANT

- A. The COUNTY agrees to pay the CONSULTANT for performance of the Services contemplated under the terms of this agreement on a fixed-fee basis in the sum of \$XXX.
- B. CONSULTANT shall not be entitled to any additional payments in excess of \$XXX except by express prior, written authorization of the COUNTY. CONSULTANT shall be responsible for all of its expenses incurred in performing services under this agreement.
- C. Progress Billings/Payments. During the performance of the Work, the CONSULTANT will prepare and submit progress billings to the COUNTY monthly. Payments on account of services shall be paid monthly in proportion to the degree of completion of such services with balances due and payable within 30 days.
- E. Expenses. CONSULTANT Expenses are included in the compensation for Services, and include actual out of pocket expenditures made by the CONSULTANT and their consultants on behalf of the COUNTY in the interest of the Project. No additional compensation shall be due for CONSULTANT expenses.
- F. Additional Compensation. Additional Services, if requested by COUNTY, will be provided on a time and materials basis, billed and accrued according to the rates and costs listed herein.

SECTION 4. INSURANCE

- A. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONSULTANT is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting CONSULTANT'S indemnification obligations provided for herein, CONSULTANT shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONSULTANT, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 - 2. Automobile and liability coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit coverage including, but not limited to, owned, non-owned, leased and hired vehicles and trucks. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
 - 3. Workers Compensation Insurance compensation coverage, if required by California Law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees
 - 4. Employers Liability coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
 - 5. Professional liability insurance/errors and omission coverage in an amount no less than \$2,000,000 combined single limit (CSL). If insurance is written on a claim made basis, CONSULTANT agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.
 - 6. Insurance Notices:
County of Humboldt

Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

- C. Special Insurance Requirements. Said policies shall unless otherwise specified herein be endorsed with the following provisions:
1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 13. It is further understood that CONSULTANT shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this project, the CONSULTANT'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONSULTANT'S insurance and will not be called upon to contribute with it.
 - a. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
 - b. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONSULTANT under this Contract.
 5. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONSULTANT shall be required to purchase additional coverage to meet the aggregate limits set forth above.

SECTION 5. HOLD HARMLESS/INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, and in accordance with Civil Code §2782.8, CONSULTANT shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in

which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

SECTION 6. TERM

This agreement shall be in effect when signed by both parties, and shall remain in effect until July 31, 2012, unless sooner terminated as provided herein.

SECTION 7. COUNTY'S RIGHT TO TERMINATE AGREEMENT

- A. If the CONSULTANT fails to perform or provide prompt, efficient and thorough service, and fails to correct such failure upon reasonable notice, the COUNTY shall have the right to cancel or terminate the Agreement immediately, upon notice, and take possession of all studies, drawings, computations, and specifications, insofar as they are complete and acceptable to COUNTY. COUNTY shall pay to CONSULTANT an equitable portion of the total remuneration of the Agreement for the portion of the work acceptable to the COUNTY at the time the Agreement is terminated, less the amount of any reasonable damages sustained by the COUNTY due to the breach of this Agreement by the CONSULTANT.
- B. COUNTY may, at any time and for any reason, upon 30 days written notice, terminate this Agreement and pay only for those services rendered as of the date when termination is effective.
- C. Notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing a copy of said notice to CONSULTANT. Notice shall be deemed received two days after the mailing of said notice.

SECTION 8. COUNTY'S RIGHT OF ABANDONMENT OF PROJECT AND CANCELLATION OF AGREEMENT

At any time the COUNTY may suspend indefinitely or abandon the Project, or any part thereof, and may require the CONSULTANT to suspend the performance of his services. There shall be due and payable to CONSULTANT, in accordance with the provisions of Section 3 above, a sum of money equal to that earned by the CONSULTANT to the date of Project suspension or abandonment plus any costs to close out the Project in an orderly manner.

SECTION 9. COUNTY'S OWNERSHIP OF DOCUMENTS

All documents and reports created or produced by the CONSULTANT pursuant to the terms of this agreement shall become the property of the COUNTY, and may be used by the COUNTY for any legitimate purpose. CONSULTANT agrees that COUNTY shall control use and distribution of such documents and may use said documents for completion of the project even though CONSULTANT's services may have been terminated. CONSULTANT shall be entitled to no additional compensation for use by the COUNTY of these documents.

SECTION 10. DISPUTE RESOLUTION

In the event of a dispute regarding the interpretation or application of this Agreement, the parties agree to non-binding mediation prior to the initiation of any litigation.

SECTION 11. CONSULTANT NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY

While engaged in carrying out and complying with the terms and conditions of this Agreement, CONSULTANT is an independent contractor and not an officer, employee or agent of COUNTY.

SECTION 12. PROVISIONS REQUIRED BY LAW

Each and every provision of law, as far as required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party, the agreement shall be physically amended to make such insertion or correction.

SECTION 13. AGREEMENT SHALL BIND SUCCESSORS AND SURVIVORS

The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. In the case of the death of one or more members of the firm of CONSULTANT, the surviving member, or members shall complete the consulting services covered by this Agreement.

SECTION 14. ASSIGNMENT AND SUBCONTRACTING

- A. Neither party shall assign or transfer any obligation under this Agreement, or subcontract any services required by this Agreement, without the prior written consent of the other.
- B. This Agreement and any amendments or supplements thereto shall not be assignable by the CONSULTANT either voluntarily or by operation of law, without the written approval of the COUNTY, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

SECTION 15. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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

SECTION 16. COMPLIANCE WITH LAWS

- A. CONSULTANT agrees to use professional standards of care and to comply with all local, state and federal laws and regulations. CONSULTANT further agrees to comply with applicable federal, state and local licensing standards, any applicable accrediting standards, and any other standards or criteria established locally or by the state or federal governments.
- B. This agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 17. CONFLICT OF INTEREST

CONSULTANT warrants and covenants that no official or employee of COUNTY, nor any business entity in which an official of COUNTY has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to COUNTY.

SECTION 18. EQUAL OPPORTUNITY

The County of Humboldt promotes fair housing and makes all programs available to low- and moderate-income families and individuals, regardless of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age, sexual orientation or other arbitrary factor. This policy does not require the employment of unqualified persons.

SECTION 19. ENTIRE AGREEMENT

It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by CONSULTANT that COUNTY and COUNTY’S agents have made no representations or promises with respect to this agreement or the making or entry into this agreement, except as expressly set forth in this agreement, and that no claim or liability or cause for termination shall be asserted by CONSULTANT against COUNTY for, and COUNTY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this agreement, any other written or oral agreement with COUNTY being expressly waived by CONSULTANT, it being understood that the COUNTY requires agreements to be in writing and adopted by the Humboldt County Board of Supervisors.

**APPROVED AND EXECUTED FOR FIELDS LANDING BOAT LAUNCH FACILITY
RECONSTRUCTION PROJECT, COUNTY PROJECT NUMBER 713XXX:**

COUNTY OF HUMBOLDT, BOARD OF SUPERVISORS

BY: _____

TITLE: _____

DATE OF EXECUTION: _____

[Consultant]

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

COUNTY COUNSEL

BY _____

INSURANCE CERTIFICATES APPROVED:

RISK MANAGER

BY _____

COUNTY OF HUMBOLDT
AGREEMENT NUMBER 10-101-309
EXHIBIT D
Page 1 of 5

SPECIAL TERMS AND CONDITIONS

1. Approvals

- A. The Grantee shall obtain from the Department advance written approval of the following:
1. RFQ/RFP Notice: The Department may participate in the consultant interview and scoring panel.
 2. All bid documents prior to advertisement,
 3. All contracts prior to award, and
 4. All change orders of \$5,000 or more, for any work performed under this Agreement, and
 5. All changes to project schedule of 30 days or more.
- B. All architectural and engineering contracts for plans and specifications shall require that the plans and specifications:
1. Be prepared by persons licensed by the State of California to undertake the type of design work required by the project (engineer's/architect's certificate number to appear on construction contract design documents),
 2. Be prepared in conformance with the most recent version of the Department of Boating and Waterways' *Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities*,
 3. Be submitted to the Department and Grantee in 11" X 17" hardcopy and on CD or DVD in full sized and 11" X 17" PDF format. Specifications shall also be submitted in hardcopy and in PDF format,
 4. Become the property of the Grantee; see Exhibit A-3,
 5. Provide for all project facilities set forth in Exhibit A, Attachment A-1,
 6. Provide for shoreside facilities for removing waste from vessel holding tanks in accordance with the Harbors and Navigation Code section 654.1, and
 7. Be prepared in conformance with Executive Order D-8-99.
- C. All construction contracts for the project shall:
1. Be awarded in accordance with all applicable laws and regulations,
 2. Contain the following clause: "The Department of Boating and Waterways and its agents may, at any and all reasonable times during the term of this Agreement, enter the project Area for purposes of inspecting the project Area."
 3. Contain a clause stating that the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship,