



MENDOCINO COUNTY  
DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS TO PROVIDE: COVELO FIRE HYDRANT  
PLANNING AND ENGINEERING WITH ASSESSMENT DISTRICT  
MODIFICATION OR FORMATION SERVICES

DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 260006  
DEPARTMENT OF TRANSPORTATION PROJECT NUMBER CFHPP

**I. INTRODUCTION**

On behalf of the Mendocino Prevention, Recovery, Resiliency, & Mitigation (PRRM) division, Mendocino County Department of Transportation (MCDOT) is utilizing state funds from the California Office of Emergency Services (CalOES) Local Assistance Grant Program to assist the Community of Covelo by obtaining planning, engineering and benefit assessment information to be used for a future fire protection water supply and distribution system as either a new standalone Independent Special District or Modification of Responsibility for the **Covelo Community Services District (CCSD)** or **Covelo Fire Protection District (CFPD)**. The project's approved grant is from the 2026-27 State Budget - CA Legislative Information - SB-102 - Covelo Allocation for planning of fire hydrant water delivery systems that mitigate fire hazards currently threatening Covelo Community Services District (CCSD) infrastructure.

The expected outcome is planning and preliminary design of a fire protection water system and the information needed to complete the LAFCo process necessary to conduct a ballot process to set up ongoing district maintenance funding. The project is located in the town of Covelo, CA, in Round Valley in the County of Mendocino.

The successful proposer will be a professional engineering firm teamed with whatever subconsultants they deem necessary to provide civil engineering and land surveying services to complete the Preliminary Engineering and Environmental (PE) phase of the project. After possible project options/alternatives under the PE phase have been screened by MCDOT staff, the **PERFERED ALTERNATIVE** will proceed to the Plans, Specifications, and Estimates (PS&E) phase. The initial preferred (and default) project (unless revised during the PE phase) is to design and build a fire water protection system within the confines of the existing CCSD boundary (see Attachment F, Area Map).

The approved grant for this project covers planning and a feasibility analysis for construction of a domestic fire-suppression water delivery systems that will mitigate potential fire hazards currently threatening Covelo Community Services District (CCSD) residents. The expected outcome is the installation of approximately 30,519 feet of water main lines, approximately 61 fire hydrants with service lateral connections, and associated isolation valves, blow-off valves, vacuum relief valves, and any other system components necessary to meet current codes & standards. The water storage system could be at surface level powered by a booster pump or possibly an elevated location. CONSULTANT shall determine necessary storage volume & pressure based on the total property needing protection from fire, as ascertained by CONSULTANT survey.

The CONSULTANT shall have expertise on their staff or team capable of estimating the assessment spread to approximately 200 parcels for anticipated operational costs. Prices will be in current value, which could be adjusted for inflation depending on when the project might receive a grant allocation for construction. Furthermore, the ability for fire suppression services by “shuttling water” could provide a benefit to addition parcels and there is interest for the successful proposer to offer possible assessment to those parcels outside the CCSD boundary (see Attachment F, Area Map).

The project is located in Round Valley, California, in the County of Mendocino, and includes the following roads:

County Road No.	Road Name	Distance (mi)	Length
332	Wattenburg Rd	0.49	Entire
334A	Eberle St	0.15	Entire
334B	Grange St	0.36	Entire
334C	Greely St	0.43	Entire
334D	Howard St	0.54	Entire
334E	Church St	0.04	Entire
335A	High School St	0.27	Entire
335B	Lovell St	0.23	Entire
335C	Perry St	0.27	Entire
335D	Main St	0.34	Entire
335E	Dingman St	0.11	Entire
337A	Foothill Blvd	0.25	Entire
337B	Airport Rd	0.23	Partial
337N	Henderson Ln	0.15	Partial
337H	Crawford Rd	0.15	Partial
PVT	Wright Wy	0.5	Entire
PVT	Riffe Rd	1	Entire
Caltrans	State Hwy 162 (Commercial St)	0.5	Partial
<b>Total</b>		<b>6.01</b>	

The project would be constructed over an eighteen-month period, projected to begin in the spring of the year after an appropriation occurs, assuming costs as of 2026. Construction of this project would entail

trenching and/or subsurface jacking within State Right-of-Way, as surface trenching through recent streetscape improvements might not be permissible by Caltrans. The bulk of the trenching for new main lines will be in County Maintained Roads, where trench restoration standards can be found on pages A60A to A60C of the Mendocino County Road and Development Standards (<https://www.mendocinocounty.gov/departments/transportation/road-standards>). The CONSULTANT shall base their construction cost estimates giving typical costs of trenching and subsurface jacking based on the segments of roads planned for fire water main lines.

Contract administration and project final approval shall be with MCDOT. The successful proposer (consultant with/without sub-consultant team) is expected to have the qualifications to perform PE and PS&E work and coordinate with CCSD staff on details and preferences.

Proposers have access to background information posted with this Request for Proposal (RFP) at the MCDOT webpage. This information includes preliminary layouts, legacy reports, and other studies. All this information is to be considered at face value and proposers shall negotiate their final scope and cost to perform the work described in this RFP based on their expertise and in consideration of their client – Mendocino County.

All private design work done previously done by CCSD and/or tribal systems considered for tie into the project, are ONLY for background. Primary project parameters shall be verified by the CONSULTANT. The successful proposer will have the full ability to refine and revise any and all aspects of final designs of the existing systems on Riffe Road necessary to make this Project compliant with current codes and standards, as well as standards of practice in the industry and CCSD specifications.

The County has established insurance requirements applicable to professional services agreements, including this proposed agreement. The applicable insurance requirements are listed in Section XVII of this Request for Proposal.

This Request for Proposal will be executed as a One-Step RFP Method, as described in Chapter 10 of the Caltrans' *Local Assistance Procedures Manual*.

## II. DEFINITIONS

**COUNTY** – The County of Mendocino.

**DISTRICT** - Covelo Community Services District (CCSD) and/or Covelo Fire Protection District (CFPD)

**CONSULTANT** – 1. A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract. 2. A Consultant who signs a contract with the COUNTY to perform services.

## III. PROPOSAL SUBMISSION

- A. Consultants must submit 3 copies of their proposal with original Consultant signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary, and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or

package, clearly marked “COVELO FIRE HYDRANT PLANNING PROJECT (CFHPP)”, and delivered to:

Attn: Howard Dashiell  
Director of Transportation, County Engineer  
Mendocino County Department of Transportation  
340 Lake Mendocino Drive  
Ukiah, CA 95482-9432

Late or facsimile Proposals will not be accepted unless delivery was out of the control of the sender and proposer can prove the delivery service was at fault.

Note: The un-authorized use of the County’s official logo is strictly prohibited.

**Submittal Deadline: June 24, 2026, at 4:30 p.m.**

- B. In a separate sealed envelope, proposers are required to submit with their proposal package, with original Consultant signature:
  - 1) Certificate of Non-Collusion (Attachment B).
  - 2) Proposal Summary Fact Sheet and Statement of Responsibility (Attachment C).
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer’s risk.
- D. All Proposals must be dated and signed by a representative authorized to enter into contracts for the proposing Consultant.
- E. All Proposals will remain in effect and legally binding for at least 45 days from the opening date.
- F. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the Consultant. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the Consultant.
- G. All Proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Consultant shall become the property of the County of Mendocino.
- H. Time when stated as a number of days, shall include Sundays through Saturdays, excluding legal holidays.
- I. Consultant must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the Consultant's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.

- J. The successful consultant will be subject to verification of non-fraud and for listing on the list for debarred contractors/consultants per federal funding requirements.

**IV. PRE-SUBMITTAL INQUIRIES**

Pre-submittal procedural or process inquiries may be directed to Howard Dashiell, Director, at (707) 234-2808 or [dashiellh@mendocinocounty.gov](mailto:dashiellh@mendocinocounty.gov). Proposers are required to submit any technical questions in writing at least 72 hours before Proposals are due, in order for staff to prepare written responses to all consultants. Technical questions will be answered by email only. Technical questions will not be accepted by phone.

**V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

- A. A proposal that is in the possession of the County may be altered by letter or facsimile bearing the signature or name of the Consultant’s authorized representative, provided it is received **prior to the deadline for submission of Proposals**. Telephone or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of Proposals**.

**VI. SCHEDULE OF ACTIVITIES**

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Consultants to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to Consultants in the event of schedule changes.**

Scheduled Activity	Proposed Date
Request for Proposals mailed or emailed to prospective proposers	<b>May 5, 2026</b>
RFP Submission Deadline	<b>June 24, 2026</b>
RFP Selection and Notification	<b>July 17, 2026</b>
Board Authorization to Award	<b>September 1, 2026</b>
Notice of Award	<b>September 21, 2026</b>

**VII. SELECTION PROCESS**

- A. The County reserves the sole right to judge the contents of the Consultants’ Proposal. The selection process will be governed by the following criteria:
  1. The Proposal must adhere to the instructions and format as specified in this RFP.

2. The evaluation will include a review of all documents and information relating to the Consultant's services, organizational structure, capabilities, and qualifications, past performance.
3. Consultants may be required to make an oral presentation and interview before final selection is made.
4. The County may evaluate any information from any source it deems relevant to the evaluation.
5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

### **VIII. EVALUATION CRITERIA**

- A. The proposal will be judged based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract. The following are the critical areas of the Proposal that will be evaluated by the Selection Committee:
  1. Adequacy of the described plan/approach to deliver requested services as described in this RFP.
  2. Experience of Consultant in providing services and quality of work.
  3. Status of Professional Certification including whether the Consultant meets the minimum requirements to provide service.  
There are further parameters noted in Attachment A.

### **IX. AWARD AND CONTRACT INFORMATION**

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit Proposal in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Consultant agrees that should it be awarded a contract, the Consultant shall not discriminate against any person who performs work there under because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all Proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Consultant whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.

- D. The successful Consultant will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this Request for Proposal as Attachment D. It is the Consultant's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals. If no exceptions are noted, the County will understand that the Consultant agrees to the terms and conditions as stated in the contract.
- E. In a separate sealed envelope, include a copy of your proposed fee schedule. The fee schedule will not be used during the consultant selection but may be used by County for comparison purposes during negotiations.
- F. Prior to final selection, Consultants may be required to submit any additional information that Mendocino County may deem necessary to determine the Consultant's qualifications. Should any of the information requested by Mendocino County be considered by the Consultant to be confidential, it must be so stated. Mendocino County will attempt to treat any information submitted by the Consultant as confidential if requested to do so; however, Mendocino County cannot ensure such confidentiality.
- G. Open Procurement
  - 1. The Consultant shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Consultant's Proposal. Items and/or services that Consultant intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
  - 2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
  - 3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
  - 4. Mendocino County reserves the right to negotiate a contract with more than one Consultant at the same time.

## **X. SCOPE OF WORK**

Consultants shall provide a scope of work which covers the items outlined below along with any additional items that the Consultant deems necessary in order to deliver the necessary services in accordance with California Office of Emergency Services (CalOES), Local Assistance Grant Program, and other applicable government accounting standards, in this instance, Caltrans' *Local Assistance Procedures Manual*.

### **PROJECT BACKGROUND**

Mendocino County (County) is assisting the ultimate owners - anticipated to be the **Covelo Community Services District (CCSD)** or **Covelo Fire Protection District (CFPD)** - of this fire water system, by

administering CalOES grant funding to build water main and fire hydrant infrastructure, for which the County is managing the grant.

The unincorporated community of Covelo faces significant challenges due to the absence of a fire hydrant system and a reliable water supply for fire suppression. This lack of infrastructure makes homes, businesses, and potential new developments highly vulnerable to fire hazards. Without fire hydrants and the accompanying water system, building new housing and commercial buildings is exceptionally costly and challenging as they must be equipped with sprinkler systems, and fire insurance is often either unaffordable or unavailable. Consequently, properties damaged or lost to fire are frequently left abandoned. This situation has resulted in a cycle of disinvestment, increased fire risk, and community decline. Investing in a fire hydrant system is crucial for protecting lives, reducing fire damage, lowering insurance costs, and ensuring Covelo's long-term resilience and growth.

## **REASON FOR PROJECT**

The Covelo Fire Hydrant Planning Project is a critical first step in improving fire protection infrastructure for Covelo, a rural unincorporated community of 1,394 (2020 Census) in Northeast Mendocino County. Currently, Covelo lacks a fire hydrant system and a reliable water supply for fire suppression, putting homes, businesses, and residents at significant risk. This planning project will directly benefit the entire community by laying the groundwork for a modern, reliable fire protection system.

### **Key Benefits:**

#### **1. Enhanced Fire Safety & Emergency Response:**

- A future fire hydrant system will provide firefighters with immediate access to water, improving response times and reducing the likelihood of catastrophic fire damage to homes, businesses, and public facilities.

#### **2. Increased Rebuilding & Economic Stability:**

- Without a fire hydrant system, properties lost to fire have often remained vacant due to insurance and development challenges. This project will help make new construction and rebuilding more feasible, thereby supporting long-term economic stability.
- With a median household income of \$35,735 and an employment rate of just 36.5% (2023 ACS Survey), Covelo faces economic challenges that are exacerbated by the lack of fire protection infrastructure. The inability to rebuild or develop new housing limits property values, tax revenue, and local business activity, contributing to economic instability. A fire hydrant system would remove a key barrier to development, making housing and commercial investment more viable and helping attract new economic opportunities to the community.

#### **3. Improved Insurance Availability & Affordability:**

- Many Covelo residents struggle with high or unavailable fire insurance due to the lack of fire protection infrastructure. A planned hydrant system could lead to lower insurance premiums and increased coverage availability for homeowners and businesses.
- Improved fire protection could make insurance more affordable and accessible, allowing more residents and businesses to rebuild and invest in the community.

4. **Stronger Disaster Resilience & Public Safety:**

- Wildfires and structure fires pose a significant threat to rural communities like Covelo. This project is a proactive measure to reduce fire risk, protect critical infrastructure, and improve overall community resilience.

5. **Support for Future Development & Infrastructure Investment:**

- The absence of fire hydrants limits new housing, business growth, and public infrastructure projects. Planning for a hydrant system is a crucial step in making Covelo more viable for future development and investment.
- By investing in this critical infrastructure, Covelo is taking a proactive step toward economic revitalization, ensuring that residents and businesses have the security and stability needed for long-term growth.

By investing in this essential planning phase, Covelo is taking the necessary steps toward a safer, more resilient, and sustainable future for its residents and businesses.

The infrastructure improvement project described herein is located near the unincorporated community of Round Valley, Mendocino County, California, as identified in the location map(s) accompanying this RFP at the MCDOT website: <https://www.mendocinocounty.org/government/transportation/rfps-rfqs-projects-to-bid>.

## SCOPE OF WORK

For a FULL SERVICE Planning, Engineering and Special Districts Change of Organization contract.

The following is the proposed *Scope of Work* and understanding of the tasks required for Mendocino County Department of Transportation project number CFHPP, the “**Covelo Fire Hydrant Planning and Engineering with Assessment District Modification or Formation Services**” Request for Proposal.

The consultant will work closely with a Project Development Team (PDT) comprised of representatives from the Mendocino County Department of Transportation (MCDOT), Mendocino County Executive (EO), **Covelo Community Services District (CCSD)** and the **Covelo Fire Protection District (CFPD)** to identify and study potential fire pipeline alignments & hydrant locations.

Overall Project Objective: “**READY to Bid**” engineering Plans, Specifications, and Estimate (PS&E) using the Caltrans Standard Specification method, with Contract Special Provisions for construction of District facilities to be accepted into District maintenance. AND “**READY to Ballot**” support documents in accordance LAFCo standards. The PS&E work should be sufficient to determine a tax assessment for a property owner ballot initiative covering parcels owners protected by the hydrant system, including the assessment needed for ongoing maintenance. The “Benefit Assessment” support documents, voter information package should be “**READY to Publish Ballot**” in accordance with typical California laws & practice of Local Agency Formation Commission (LAFCo).

It is understood that any services covered under this contract are subject to the Business and Professional Code licensing requirements for Engineers, Land Surveyors, or Geologists and will be performed under the responsible charge of a duly Registered Professional in the State of California. It is also understood

that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a sub-CONSULTANT under contract to CONSULTANT.

All work shall be performed under the guidance of the Local Assistance Procedures Manual (LAPM) and the Local Assistance Program Guidelines (LAPG), as well as all current design standards applicable to the project.

## SCOPE OF SERVICES

### TASK 1 Project Management and Coordination

Project Management and Coordination will include the following subtasks:

#### Task 1.1 Project Initiation

- 1.1.1 **Kick-off Meeting** – Includes a meeting at the MCDOT offices followed by a site visit. Attendees will include the COUNTY project manager, a representative from the DISTRICT, CONSULTANT project manager and point of contact.
- 1.1.2 **Preliminary Research** – Includes various historic documents such as: as-built plans, studies, etc. COUNTY will assist in this effort to the limit of COUNTY records.
- 1.1.3 **Field Investigation** – Includes data gathering on the part of COUNTY and CONSULTANT leading to the completion of the various reports and forms required by the project.

#### Task 1.2 Coordination

- 1.2.1 **Point of Contact** – Project Manager name, of Successful Consultant, will be the single point of contact for maintaining liaison and coordination throughout the project with the County’s Project Manager and other team leaders.
- 1.2.3 **Project Title** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of: *Covelo Fire Hydrant Planning and Engineering with Assessment District Modification or Formation Services*
- 1.2.4 **Project Long Description** – In reference to the project in any forms or formal written materials, CONSULTANT shall use the long project description of: *Covelo Fire Hydrant Planning and Engineering with Assessment District Modification or Formation Services*
- 1.2.5 **Project Short Description** – In e-mails and on forms with restricted space, CONSULTANT shall use the short project description of: *Covelo Fire Hydrant Planning Project*
- 1.2.6 **Project Coordination with County** – CONSULTANT will coordinate with the COUNTY through phone conversations, emails, written memoranda, fax, etc.
- 1.2.7 **Project Work Plan** – CONSULTANT will develop, maintain, and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget by task, and the CONSULTANT’s Quality Control Plan.
- 1.2.8 **Project Schedule and Budget Management** – CONSULTANT will develop a project

schedule outlining tasks and subtasks to be performed.

CONSULTANT will maintain and manage CONSULTANT team's schedule and budget and sub-consultant contracts.

- 1.2.9 Periodic Reports** – CONSULTANT shall submit progress reports at least once each month. The reports shall be sufficiently detailed for the COUNTY to determine if CONSULTANT is performing to expectations, is on schedule and budget, to provide communication of interim findings and to sufficiently address any difficulties or special problems encountered so remedies can be developed.

Status reports will include status of services by: task breakdown, problems encountered, percent of services complete as of the date of the progress report and discussion of schedule changes, work products, issues currently being addressed and other items of interest as applicable one a month minimum. CONSULTANT should plan for semimonthly PDT meetings or phone check in as needed. CONSULTANT shall coordinate all such communication.

- 1.2.10 Invoices** – CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT'S work charged by task, including covered dates of service, and copies of invoices from any sub-consultants. Invoices shall include the COUNTY's project number and consultant agreement number. Invoices shall be consistent with the *Local Assistance Procedures Manual*, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".

Should one contract include several projects, separate invoices shall be issued for each project.

Consultant must have paid all costs included on an invoice before seeking reimbursement from COUNTY. Prepayments are not allowed. The complete chain of charges through the sub-contractor levels must follow through to the invoice to COUNTY. Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected. COUNTY uses the *Caltrans Consultant/Contractor Travel Policy* for reimbursements for travel expenses. If an expense report is used, values on the report must match the receipts and on up the line. Items on a receipt not listed for reimbursement must be crossed out and initialed by the consultant seeking the reimbursement and the new total noted.

Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.

All charges accumulated within the COUNTY's fiscal year, 1 July through 30 June, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.

A sample invoice is given in Consultant Agreement Exhibit E.

Cover letters, project updates etc. may be included with the invoice but not stapled to it.

- 1.2.11 Completion Time** – It is emphasized that time is of the essence for work performed under this Agreement.

- 1.2.12 Work Quality** – All work under this agreement must be completed to the satisfaction of COUNTY and satisfy all requirements of California Office of Emergency Services (CalOES), Local Assistance Grant Program and other applicable government accounting

standards – for this project use Caltrans’ *Local Assistance Procedures Manual*. CONSULTANT will document the results of this work.

All charges accumulated within the COUNTY’s fiscal year, 1 July through 30 June, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.

A sample invoice is given in Consultant Agreement Exhibit E. This format is to be used for all invoices, including sub-CONSULTANTS.

**1.2.13 Communication** – CONSULTANT will use the project number, CFHPP, in e-mails, letters, transmittals etc.

### **Deliverables**

- Draft and Final Project Work Plan
- Project schedule with updates as necessary, but at least each quarter
- One month Look Ahead Schedule minimum – semimonthly PDT meeting or phone check as needed.
- Monthly invoices and progress reports
- Project log of issues, action items and decisions
- Communication documents (emails, memos etc.)

### **SERVICES TO BE PROVIDED BY COUNTY**

COUNTY will make appropriate staff available for meetings and site visits.

## **TASK 2 Site Based Surveys**

CONSULTANT will perform any necessary topographic and right-of-way surveys for the proposed project.

### **Task 2.1 - Surveying Topographic and Right of Way Mapping**

The topographic survey will be at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with one foot contour intervals. The topographic survey will also include:

Survey of the section containing the project includes the section corners, quarter corners and any other monumented points that may affect the alignment of section lines. If the project is on a section line, the touching lines of the adjacent section shall be included.

Topographic survey will be provided on NAVD 88 Vertical Elevation and horizontally relate to the California Coordinate System of 1983, Zone 2. Record right-of-way lines will be plotted on the topographic map with verification of ownership. A record of survey will be prepared following project construction.

Prior to the field survey, Underground Service Alert will be contacted to provide utility markings in the project area.

Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to: pavement; utility markings, utility poles, driveway, trees six (6) inches and larger, headwalls, bridges, retaining walls, decorative walls and any other pertinent information that

could apply to the project during design.

Mapping shall include:

- cross sections at all stations ending in +00 and +50, at either end of the project and one fifty feet beyond both project limits.
- cross sections at all BCs and ECs
- cross sections at intersections at the furthest BCR or ECR from the cross-street center line
- grid of intersections with lines at fifteen-foot maximum spacing from MCR to MCR with a minimum of four lines in each direction

### **Deliverables**

- Base Map in AutoCAD Civil 3D
- Cross-Sections (1" =10' horizontally and 1" =1' vertically)

### **Task 2.2 - Right of Way**

It is anticipated that NO additional Right-of-Way (RoW) will be necessary and that all improvements can be located within the existing road RoW. Public RoW is defined. However, the segments with private road will require research & analysis by CONSULTANT.

#### **OPTIONAL Task 2.2.1 – Right of Way Acquisition** – subject to contract amendment

For each required acquisition, prepare one description for permanent right of way acquisition and one description for temporary right of way acquisition. CONSULTANT will provide title reports as necessary; this will require a sub-agreement for title and escrow services.

Provide Title Reports, Title Insurance, Litigation Guarantees, Escrow Instructions, Escrow Accounts and other related services as required.

Research existing land title documents, maps, etc. as to DISTRICT rights for waterline facilities locations, rights of way, and easements.

Prepare Summary Appraisal Reports to determine the fair market value of any rights to be acquired from each subject property and prepared in accordance to professional standards, Uniform Standards of Professional Appraisal Practice (USPAP), and the Caltrans Right-of-Way Manual and all applicable laws and regulations.

Provide (if needed) Review Appraisers to support any eminent domain litigation, including, but not limited to, preparation of appraisal summary statements and related supporting declarations; providing updated statements of valuation; assistance of counsel by providing expert witness analysis and review of defendant's property valuation information; and, preparation for, attendance, and testimony at deposition mediation, and trial proceedings as required.

Provide Acquisition Specialist responsible for: "good faith negotiations" with property owners for the purchase of right-of-way based on values established in the reviewed and approved appraisals; adherence to all professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations; preparation of all written correspondence, applicable forms and COUNTY'S standard purchase agreement; coordination with COUNTY staff; AND, performance of notary

services related to the signing of acquisition documents.

Provide one trip to flag the existing and proposed right of way at intervals between 50 and 100 feet, for use by the COUNTY and other consultants. Each flag set will be visible from each adjacent flag.

Record right of way lines will be plotted on the topographic map with verification of ownership.

#### **Deliverables**

- Prepare Legal Descriptions
- Prepare Right-of-Way Plats
- Assist Right-of-Way Certification
- Stake Right-of-Way Limits Easement and Lines
- Right-of-Way Plats and Legal Descriptions
- Identify and coordinate any right-of-entry agreements
- Set temporary stakes for easement areas and Right-of-Way lines
- Record of survey (following project construction if required by law)
- Appraisals
- Acquisition Agreements
- Record Deeds for easements
- Process unrecorded entry agreements where appropriate

#### **Task 2.3 – Utility Location Coordination**

CONSULTANT will provide coordination so that all utility conflicts are identified and proper notice and coordination, per Caltrans Standards, is given to the affected utilities owners. This includes overhead utility lines (electrical and communication) and others as identified. At this point, no other utilities beyond the overhead utilities are expected.

#### **Deliverables**

- Prepare Conflict Maps (if required)
- Prepare County Utility Specification Agreements with conditions of acceptance.
- Utility required documentation & will accept assurances.

### **TASK 3 Geotechnical**

CONSULTANT will be required to make subsurface investigations. CONSULTANT will be responsible to make preliminary geotechnical surveys. CONSULTANT shall evaluate past work provided and propose whatever additional work is deemed necessary.

#### **Task 3.1 Design Recommendations**

Shall include a description of the project; a site description; geologic conditions; a summary of field explorations, laboratory testing and design recommendations.

- 3.1.1 Trenching & Earthwork** – CONSULTANT shall make recommendations for trenching, backfill, compaction, etc. CONSULTANT shall consider the economics of alternatives to trenching such as underground pulling, pulling through conduit, plowing, or directional boring.

**3.1.2 Record Data Analysis** – CONSULTANT shall make recommendations for the seismic stability, existing geologic hazards, etc. LACO’s Technical Memo (posted at MCDOT Web-page with this RFP) lists some references – if CONSULTANT concurs, this information may be reflected in the PS&E.

**Task 3.2 Conduit System Stabilization and Resiliency** - CONSULTANT shall make recommendations for and provide specifications for water system design in view of an anticipated magnitude 6.7 earthquake on the San Andreas or Maacama Faults. Project objectives are to mitigate to the extent possible any damage or loss of the water system due to “high” ground shaking.

**3.2.1 California General Construction Permit** – CONSULTANT shall prepare post-project mitigation – likely a water balance plan in conformance with State Law.

**Task 3.3 Geotechnical Design Documentation**

CONSULTANT shall evaluate past work provided and propose whatever additional work they deem necessary. This shall include a summary of field explorations, laboratory testing, and design recommendations. Design recommendations shall include construction techniques to optimize constructed soils conditions and the objective of the project, and any potential threats to the project, such as surface or subsurface drainage.

**Deliverables**

- Draft submittals shall be one hard copy, and e-mailed PDF and Word files. Comments will be made on the Word document and e-mailed back to CONSULTANT.
- Final reports to be signed by COUNTY shall be one printed copy more than required by the approving agency. All will be signed. The number required by the approving agency will be submitted by COUNTY.
- If no COUNTY signature is required, CONSULTANT may submit directly to the approving agency and send one copy to COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document.

**TASK 4 Environmental and Permitting Compliance  
Environmental Services in Support of Project**

This task is for the identification of the project environmental impacts and descriptions of mitigation measures to be utilized to minimize those impacts, in accordance with CEQA or any required permit conditions.

CONSULTANT shall prepare documents for COUNTY to satisfy California Environmental Quality Act (CEQA) technical studies, agency permit applications, and coordination and mediation of TWO public meetings in Covelo and if required a CEQA Hearing before the Mendocino County Board of Supervisors. All documents submitted to COUNTY shall include a written description of the proposed project, design alternatives (if any), as well as a demonstrated purpose and need of the project. CONSULTANT shall prepare all documents required by the Preliminary Environmental Study (PES) agreed to by DISTRICT. All documents are to be completed to the satisfaction of COUNTY and DISTRICT, and CONSULTANT is responsible to make revisions and re-submit to COUNTY, based on comments received.

## Deliverables

- Draft submittals: one hard copy, one e-mailed PDF, and one Word DOCX files. Comments will be made on the Word document and e-mailed back to CONSULTANT. (Third party attachments and file handling services are not to be used to transfer any data to COUNTY.)
- Final reports: one printed bound copy more than that required by the approving agency shall be submitted to COUNTY. All will have original signatures. The number required by the approving agency will be submitted by COUNTY.
- Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF.
- Any report submitted to the approving agency for final approval shall be complete, including the results of all communications with the approving agency.

### Task 4.0 Environmental Project Management and Co-ordination

This task is included as a billing item only. CONSULTANT's proposal should include this item. The duties performed within this task are defined in Task 1.

### OPTIONAL - Task 4.1 NEPA Compliance – subject to contract amendment

The Lead Agency for NEPA compliance shall be FEMA/CalOES. FEMA/CalOES and regulatory agencies for NEPA compliance may require special studies outlined below. The content and format requirements of environmental technical studies and NEPA documents prepared in support of this project must follow the guidance set forth in the current FEMA/CalOES Standard Environmental References. These studies could include:

- 4.1.1 NEPA Exemption** – Approving agency hopes for exemption but if not support for a FONSI may be required; if so, a contract amendment shall be issued.
- 4.1.2 Noise Studies** – Technical Memorandum or full analysis relating to noise increases and vibrations due to construction activities such as heavy equipment use and increased traffic due to construction. Studies shall be formatted in accordance with the grant requirements.
- 4.1.3 Hazardous Materials** –Data collection may include but is not limited to historical land use documents, interviews, historical and current aerial photography, fire insurance maps, topographic maps or additional pertinent informational resources. Where potentially hazardous materials (e.g.: lead paint, naturally occurring asbestos/serpentine, hydrocarbons etc.) are identified within the project area through initial research and leads to further site investigations (e.g.: Preliminary Site Investigation (PSI) and/or Detailed Site Investigation (DSI) (federal Phase 2 Environmental Site Assessment)), a contract amendment shall be issued.
- 4.1.4 Wetlands** – CONSULTANT shall delineate any jurisdictional areas. Where preliminary studies lead to a Wetlands Report, a contract amendment shall be issued.
- 4.1.5 Biological Resources** – Where potential impacts to threatened and endangered species or their habitat are identified, a LACO Biological Technical Memorandum (posted at MCDOT Web-page with this RFP) lists some references – if designer concurs reflect in PS&E.
- 4.1.6 Biological Evaluation (BE) or Biological Assessment (BA)** – The BE or BA summarizes

the potential of effects to listed plant and animal species. Where BE or BA is required, a contract amendment shall be issued.

- 4.1.7 Waters of the United States and the States** – Delineation of Waters of the US, including wetlands, is to be formatted in accordance with the Army Corps of Engineers (ACOE). Where preliminary studies lead to a Wetlands Report, a contract amendment shall be issued.
- 4.1.8 Cultural Resources** – Section 106 requirements include development of an Area of Potential Affects (APE) Map delineating both potential archaeological sites (horizontal and vertical) and historic architecture within the project, including locations of potential project staging areas. A Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER) and Archeology Survey Report (ASR) may be required in accordance with the Army Corps of Engineers (ACOE). Where preliminary studies lead to a Wetlands Report, a contract amendment shall be issued.

Tribal Consultation may be required. This will include time and travel to meet with appropriate tribes as well as working with COUNTY, FEMA/CalOES and Tribes on specifically requested project features, including but not limited to hiring of tribal study monitor(s), design element requests or replanting of vegetative species utilized by Native American people. CONSULTANT should assume two meetings within the County. If more is needed for this item, a contract amendment shall be issued.

- 4.1.8.1 Advanced Archaeological Studies** – Additional studies (e.g. Extended Phase 1 and Phase 2 treatment and data recovery plans) may be required for the project. Where List-Eligible structures or potentially historic sites are discovered, State Historic Preservation Office consultation may be required. If more is needed for this item, a contract amendment shall be issued.
- 4.1.9 Farmlands** – A memorandum shall be completed determining the presence or absence of Prime and Unique Farmlands. If more is needed for this item, a contract amendment shall be issued.
- 4.1.10 Section 4(f)** – Public Lands and National Registry of Historic Sites eligibility evaluation. If more is needed for this item, a contract amendment shall be issued.
- 4.1.11 NEPA Documentation** - FEMA/CalOES prepares its NEPA document, which is expected to be a NEPA Categorical Exclusion. CONSULTANT will coordinate with FEMA/CalOES for NEPA documentation, including wetlands-only practicable findings, flood plains-only practicable findings, and other findings, as applicable. Should a FONSI be required, a contract amendment shall be issued.
- 4.1.12 Monitoring** – (Future item)

#### **Task 4.2 CEQA Compliance**

COUNTY anticipates that this project will fall under a CEQA Exemption Class II Section 15302(c) Replacement or Reconstruction of existing utility without intent to increase service area. CONSULTANT shall document that no exceptions to the exemptions exist. The DISTRICT or the COUNTY could serve as lead agency under CEQA. CONSULTANT shall, if necessary, prepare the CEQA Initial Study, Negative Declaration and/or Mitigated Negative Declaration (IS/MND) using the environmental checklist form provided by DISTRICT/COUNTY. An administrative draft shall be

submitted to DISTRICT/COUNTY for review and comment. Once DISTRICT/COUNTY comments are incorporated, CONSULTANT is responsible for preparation of the Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Completion. At the conclusion of the 30 day public review, CONSULTANT shall incorporate public and agency comments (if any) and DISTRICT/COUNTY-approved responses into a Final Draft IS/MND as an appendix. CEQA documents are to be completed to DISTRICT/COUNTY satisfaction. DISTRICT/COUNTY will be responsible for preparing the Board package, scheduling the public hearing, and filing the Notice of Determination with the County Clerk.

In addition to Cultural Resources under NEPA above (Task 4.1.8), parallel compliance with AB 52 may be necessary.

### **Deliverables**

- 5 copies of the public draft version of the IS/MND to the State Clearinghouse for circulation.
- bound hardcopies of the report shall be delivered to COUNTY for local circulation.
- NOE for filing County Recorder

### **OPTIONAL - Task 4.3 Project Permitting**

CONSULTANT shall prepare completed application packages for all required permits (and shall make corrections and revisions and resubmit as may be required), to the satisfaction and approval of the governing resource agency and COUNTY. These may include:

- **ACOE, Section 404 Nationwide**
- **RWQCB, Section 401 Water Quality Certification**
- **CDFG, Section 1602 Streambed Alteration Agreement**

COUNTY will submit the permit applications and any fees to the regulatory agencies.

### **OPTIONAL - Task 4.4 Supplemental Activities**

If any studies require special equipment, labor or other resources, all arrangements will be made and implemented by CONSULTANT. Depending on scope, a contract amendment shall be issued.

- **Activities in the Right of Way or CCSD Easements** – Any work performed in the COUNTY right of way will require an Encroachment Permit prior to work. Arrangements may be made with the Land Improvement Division of the Department of Transportation to perform final inspection on the last day of work. Any invoice for the work performed will not be paid until the permitted work is inspected and the permit is closed.
- **Activities Outside the Right of Way or CCSD Easements** – This work will require a Permission to Enter Agreement form completed by DISTRICT. Any excavation on private property will require additional notice to the property owner. An erosion control plan will be required and the property left in a condition suitable to the property owner and COUNTY.

### **SERVICES TO BE PROVIDED BY COUNTY**

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY will review all reports for approval: either as the approving agency or prior to submittal to an approving agency.

COUNTY will file the Notice of Determination with the County Clerk.

COUNTY will prepare any needed Permission to Enter documents for access to private property.

### **TASK 5 System Hydraulics Analysis and Design Basis Report**

For the water distribution system, this Task includes: obtaining and reviewing project specific documentation and field review; estimated discharge; hydraulic analysis; and flow and pressure analysis

For all projects: project location hydraulic study, preparation of draft final hydraulic report for COUNTY review and preparation of final hydraulic report for COUNTY review and approval.

#### **Deliverables**

- Develop a pipe network in order to analyze discharge and pressure within project.
- Using the results of the hydraulic model (task 3 above); specify the basis of design for the proposed project domestic water conduit system.
- One copy of each draft report
- Three copies of completely approved final report

### **TASK 6 Draft 65% Plans Specifications and Estimate (PS&E) Submittal**

Includes: 65% project plans; 65% construction schedule, cost estimate and specifications; draft Hydraulic/ Design Basis report and geotechnical report. CONSULTANT shall develop a plan for maintaining existing utility demands within acceptable interruption of water service. New construction will be tied into existing system components. In the Specification Special Provisions (SSPs), the CONSULTANT shall include methods to address order of work and interruptions to water service during various segments of work, such as pipe cleaning and testing. CONSULTANT will require the contractor to create special operating plans to ensure that the water system has sufficient water to operate while the retrofit pipe is converted.

#### **Deliverables**

- Two complete sets of plans (D-sized) with AutoCAD Civil 3D electronic files.
- List of unusual design issues confronted in design process and solutions
- Requirements for contractor order of work, interruptions to water service plan submittal.
- 65% construction cost projection

### **OPTIONAL - TASK 7 90% PS&E Submittal**

Includes: 90% project plans; 100% construction schedule, cost estimate and specifications; final hydraulic report and geotechnical report.

Show pipe alignment, valves, hydrants, air release and service lines, connections, and abandonment of existing facilities on both plan and section view sheets. Include detail sheets to include pipe bedding, backfill, pavement, and pavement sections. Develop construction access, staging, and erosion and sediment control plan sheets

#### **Deliverables**

- Two complete sets of 90% plans (D-sized) with AutoCAD Civil 3D electronic files

- Two sets of 100% design calculations for review and approval.
- Final contractor order of work, interruptions to water service plan submittal.
- 90% construction cost projection

**OPTIONAL - TASK 8 Final PS&E Submittal**

Engineering Plans, Specifications and Estimates (PS&E) using the Caltrans Standard Specification method with Contract Special Provisions for construction of District facilities to be accepted into District maintenance.

**Deliverables**

- Two complete sets of 100% plans (D-sized) for approval
- Two sets of approved design calculations
- One set of approved design calculations in PDF
- One complete set of approved plans in PDF with one sheet per file with CONSULTANT seal and signature.
- Complete Plans in AutoCAD Civil 3D electronic format without CONSULTANT seal or insignia authorization – property and responsibility of COUNTY.

**SERVICES TO BE PROVIDED BY COUNTY**

COUNTY will make appropriate staff available for meetings and site visits.

COUNTY will review all reports and plans for approval: either as the approving agency or prior to submittal to an approving agency.

Bid and Construction phase support services will be negotiated following the design phase as a separate contract, or as an amendment to this agreement.

**OPTIONAL - TASK 9 Surveying\_Topographic and Right of Way Mapping (Construction Phase)**

CONSULTANT will provide survey verification of critical layouts and elevations performed by contractor. Typical verification may include:

- Survey Control
- Improvement layouts
- Other locations as required
- Perform construction staking (Only if contractor’s staking is not acceptable)

Pursuant to boundary resolution and Right-of-Way description done in Part No. 1 – CONSULTANT shall finalize monumentation and Record of Survey after construction is complete, if required by law.

[END OF SCOPE OF WORK]

**SCHEDULE**

- Planning & engineering design study: 5 months after written notice to proceed (estimated September 21st, 2026).

- 65% PS&E: 3 months after receiving COUNTY’s & DISTRICT’s comments on 65% PS&E which must be provided 1 month after delivery for a total of 8 months after written notice to proceed (estimated September 21st, 2026).
- Full, “Ready to Bid” PS&E & “Ready to Ballot” documents– complete 12 months after written notice to proceed (September 21st, 2026).

## COMPENSATION

**Cost Basis** – All work performed by CONSULTANT is to be on a unit basis, as shown in Consultant Agreement Exhibit B, with a “not to exceed” amount being applied and progress billing against the not to exceed amount based on the Consultant Rate Schedule and hours tracked. The appropriate not to exceed amount shall be determined jointly by COUNTY and CONSULTANT based on negotiations.

**Cost Negotiation Changes in Scope** – COUNTY shall then review CONSULTANT’s information and proceed with brief discussions and negotiations to arrive at a fair and reasonable price and schedule for the work.

The COUNTY understands that the expert CONSULTANT we select will propose a different format Scope of Work and later iterations of Scope Cost negotiations can be revised to a FINAL Scope and Cost in the FINAL CONTRACT. Sample Contract format attached.

[END OF SCOPE OF SCHEDULE]

## XI. FORMAT OF TECHNICAL PROPOSAL

**Proposals submitted in response to this RFP should include the following elements:**

- A. Project understanding and a description of the process/approach to be used in providing the services described in Section X, Scope of Work, of this RFP. Be specific and address all elements including timing of implementation.
- B. A description of CONSULTANT experience in providing the requested services.
- C. A list of key personnel, including full name, position, and licenses or degrees held, and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).
- D. A description of the experience/qualifications of all persons who may perform services under contract. Staff resumes that cover all experience and educational background may be used. All personal information provided will be maintained in confidence as allowed by law.
- E. Timeline indicating implementation schedule and training schedule (if applicable).
- F. Any exceptions to the terms and conditions as specified in “Attachment B” to this RFP. The terms and conditions not specifically identified will be considered acceptable to Consultant.

- G. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation.
- H. Upon specific request of the COUNTY, CONSULTANT shall provide consent and waiver forms permitting COUNTY to obtain personal employment/professional qualification information about CONSULTANT who may perform services under this contract from third parties and releasing third parties from any and all liability for disclosing such information to COUNTY.

Please note that this is a Request for Proposals. A detailed cost proposal is not being requested. Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the COUNTY reserves the right to enter into negotiations with other firm(s).

**XII. RESERVED**

**XIII. RESERVED**

**XIV. CONTRACT**

- A. Time is of the essence in awarding the contract. The COUNTY reserves the right to cancel any intent to award and proceed to the next Consultant if the selected Consultant has not signed the agreement within two weeks after the notification of intent of award.
- B. Execution of Contract
  - 1. Upon the acceptance of a Consultant's Proposal, COUNTY will prepare and submit a contract to the successful Consultant for signature. (See sample contract, as Attachment D, which contains required contractual language.) In the event that the successful Consultant fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from COUNTY, COUNTY may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
  - 2. Incorporated by reference into the contract which is to be entered into by COUNTY and the successful Consultant pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the Consultant's response thereto, and (b) all written communications between COUNTY and the successful Consultant whose Proposal is accepted.
- C. No Assignment

Assignment by the successful Consultant to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by COUNTY unless approved in advance by COUNTY in writing.

**D. Force Majeure**

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

## **XV. REJECTION OF PROPOSALS**

The RFP does not commit the COUNTY to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The COUNTY reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the COUNTY to do so. The COUNTY may require the proposer selected to participate in negotiations, and to submit such Proposals as may result from negotiations.

Any Proposal submitted during this RFP process becomes the property of the COUNTY. The COUNTY will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel.

## **XVI. GENERAL CONDITIONS**

While the intent of the COUNTY is to award the contract to the selected Consultant, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The COUNTY has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage should be mentioned in the response to the Request for Proposals.

### **Limitations**

1. The Consultant should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Consultant should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
2. The COUNTY has the authority to terminate the contract upon written notice to the Consultant at any time during the period of the contract if the COUNTY finds that the Consultant's performance is not satisfactory.
3. Contract payments will be made on the basis of satisfactory performance by the Consultant as determined by the COUNTY. Final payment to the Consultant will only be made when the COUNTY finds that the work performed by the Consultant to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the COUNTY.

4. The Consultant should expect to comply with recent requirements of SB 854. Certain portions of the work under this contract may be subject to Department of Industrial Relations (DIR) registration (FEE \$400.00 plus) and submittal of electronic certified payroll. Consultant is responsible to determine those portions of the work to be performed which are subject to prevailing wages and make the necessary reports both in writing to the COUNTY and electronic to the DIR.

## **XVII. INSURANCE REQUIREMENTS**

Consultant will be required to furnish to COUNTY certificates of insurance evidencing at the minimum the following:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Worker's compensation limits as required by the labor code of the State of California.
4. Professional Liability Insurance (Errors and Omissions) in the amount of \$500,000 (minimum).

## **XVIII. LIST OF ATTACHMENTS**

Table 1 – Cost Comparison Worksheet – DO NOT Submit with Proposal

Vicinity and Location Maps – See MCDOT web-page with RFP

Record Reports – See MCDOT web-page with RFP

Attachment A – Proposal Evaluation Form

Attachment B – Certificate of Non-collusion

Attachment C – Proposal Summary Fact Sheet and Statement of Responsibility

Attachment D – Sample Contract

Attachment E – Sample Invoice

Attachment F – Area Maps

**ATTACHMENT A**

COUNTY OF MENDOCINO

REQUEST FOR PROPOSALS TO PROVIDE: COVELO FIRE HYDRANT PLANNING AND  
 ENGINEERING WITH ASSESSMENT DISTRICT MODIFICATION OR FORMATION SERVICES  
 PROJECT

Proposal Evaluation Form

Consultant Name: \_\_\_\_\_

This proposal will be judged based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract. The following are the critical areas of the Proposal that will be evaluated by the Selection Committee.

1. Adequacy of the described plan and approach to deliver requested services as described in this Request for Proposal.
2. Experience of Consultant in providing services and quality of work.
3. Status of Professional Certification including whether the Consultant meets the minimum requirements to provide service.

	Value*	Score	Notes
A. DBE incorporation	25 points		No set goal but any subs positive
B. Completeness of response	20 points		
C. Compliance with RFP	20 points		
D. Organization capacity to perform the work	20 points		
E. Staff capacity to perform the work	20 points		
F. Technical criteria	10 points		
G. Implementation plan and schedule	10 points		
H. Proximity to Mendocino County	30 points		
I. Relevant experience	20 points		
J. References	10 points		
K. Overall proposal	10 points		
L. Cost Proposal	0 points		Compare to agency estimate only

<b>Evaluation Total (Maximum 200)</b>	
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\*Higher scores are better

Evaluated By: \_\_\_\_\_

Project Manager:

Signature: \_\_\_\_\_

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_

(Name of Proposer)

\_\_\_\_\_

(Signature of Authorized Agent)

\_\_\_\_\_

Date

**ATTACHMENT C**

**PROPOSAL SUMMARY FACT SHEET  
AND STATEMENT OF RESPONSIBILITY**

1. Applicant Firm Name: \_\_\_\_\_
2. Executive Director: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_ 4. Title: \_\_\_\_\_
5. Address \_\_\_\_\_
6. Telephone Number: \_\_\_\_\_
7. Authorized Representative's Signature: \_\_\_\_\_
8. Name and Title: \_\_\_\_\_

Certifications:

1. Are you incorporated? YES ( ) NO ( )

If YES, date of incorporation: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

2. Tax Identification Number: \_\_\_\_\_

Please list the official name of the firm as submitted to the IRS:

\_\_\_\_\_

3. Fictitious name or names, if any, under which you are doing business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

YES ( ) NO ( )

5. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 45 days after the proposal is opened?

YES ( ) NO ( )

6. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

YES ( ) NO ( )

7. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?

YES ( ) NO ( )

8. Do you agree that the proposal amount includes all costs incident to the proposed contract?

YES ( ) NO ( )

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

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PRINTED NAME OF AUTHORIZED REPRESENTATIVE	DATE	SIGNATURE
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**ATTACHMENT D**

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the “COUNTY”, and \_\_\_\_\_, hereinafter referred to as the “CONSULTANT”.

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONSULTANT for its [Services]; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit “A”, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A      Definition of Services
- Exhibit B      Payment Terms
- Exhibit C      Insurance Requirements
- Exhibit D      Mendocino County ePayables Information
- Exhibit E      Disadvantaged Business Enterprise Information and Forms
- Exhibit F      Required Federal Contract Provisions

Certain terms and provisions are required to be a part of this Agreement since COUNTY is utilizing federal funding to pay for the services of CONSULTANT described in Exhibit “A”. These terms and provisions are located in Exhibit “F” of this Agreement and, for the purposes of this Agreement only, shall control and supersede any provisions to the contrary located in the body of the Agreement.

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through \_\_\_\_\_, 20\_\_\_\_\_.

The compensation payable to CONSULTANT hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:** Transportation

\_\_\_\_\_  
HOWARD N. DASHIELL, Director      DATE

Budgeted:  Yes  No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant:  Yes  No

Grant No.: \_\_\_\_\_

**CONSULTANT/COMPANY NAME**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
BERNIE NORVELL, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_  
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_  
Deputy

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO

Date: \_\_\_\_\_

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

**Exception to Bid Process Required/Completed**  \_\_\_\_\_

**Mendocino County Business License: Valid**

**Exempt Pursuant to MCC Section:** \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT'S and subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this

Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.

In the event CONSULTANT claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONSULTANT shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.

7. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. **OWNERSHIP OF DOCUMENTS:** CONSULTANT hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all Proposal, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

The COUNTY’s rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO

Ukiah, CA 95482  
Attn:

To CONSULTANT: [Name of Consultant]  
[Number and Street]  
[City, State, Zip Code]  
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran’s status, political affiliation, or any other factor prohibited by law.
  - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

- e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONSULTANT and any subcontractors must acquire, at their expense, a business license from County in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONSULTANT represents and warrants to COUNTY that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and

maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
- c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **INTELLECTUAL PROPERTY WARRANTY:** CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware (“CONSULTANT PRODUCTS”) to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:**

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. **COOPERATION WITH COUNTY**

Consultant shall cooperate with County and County staff in the performance of all work hereunder.

35. **PERFORMANCE STANDARD**

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Consultant's work by County shall not

BOS Agreement No. \_\_\_\_\_

DOT Agreement No \_\_\_\_\_

operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]

BOS Agreement No. \_\_\_\_\_  
DOT Agreement No \_\_\_\_\_

**ATTACHMENT E**

**SAMPLE INVOICE**

**SAMPLE INVOICE**

(Provide a header with CONSULTANT's name, address and telephone number)

**INVOICE**

County of Mendocino  
Department of Transportation  
340 Lake Mendocino Dr  
Ukiah, CA 95482

Invoice No.: 123  
Date: 17 December 2015

Consultant Contract No.: C2F23

Attn: Nicolas Janopoporopulous  
MCDOT Project No.: BXXXX  
S Fork Ten Mile Ck Bridge Replacement on Camp One  
Ten Mile Rd

MCDOT Contract No.: 123456

Services Period: 1Apr15-30Apr15  
Services Performed:

**Consultant Charges**

Staff classification	Name	Hours	Unit Rate	Total
Project Manager	John Jones	1.00	\$25.65	\$25.65
Senior Engineer	etc.	1.87	\$15.65	\$29.27
Biologist				
Direct Cost Subtotal				\$54.92
Indirect Cost Rate				103.57% <u>\$56.88</u>
Direct and Indirect Costs Subtotal				\$111.80
Fixed Fee				<u>\$18.29</u>
				\$130.09

**Reimbursables**

Mileage				\$0.64
Shipping				<u>\$17.51</u>
Reimbursables Subtotal				\$18.15

(Your firm name) Invoice Total \$148.24

**Subconsultant Charges**

Subconsultant 1, Invoice 1				\$1,250.00
Subconsultant 1, Invoice 2				\$500.00
Subconsultant 2				\$250.00

**Total Due This Invoice** \$2,148.24

**Billing Status**

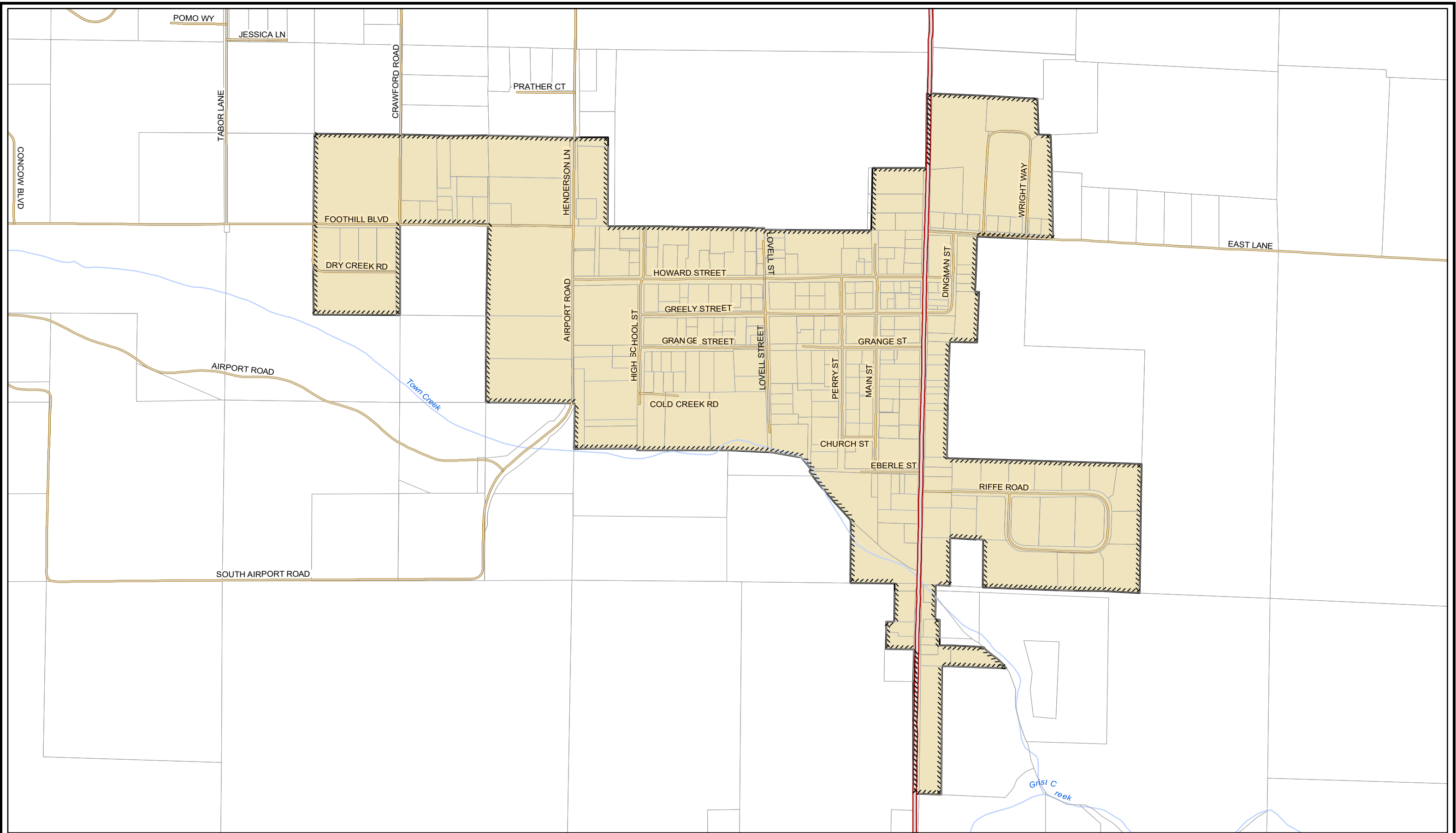
Contract Amount	Previously Invoiced	Amount of This Invoice	Invoiced to Date	Amount Remaining	Per Cent Invoiced
-----------------	---------------------	------------------------	------------------	------------------	-------------------

Signed: \_\_\_\_\_  
Name

BOS Agreement No. \_\_\_\_\_  
DOT Agreement No \_\_\_\_\_

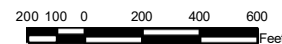
**ATTACHMENT F**

**AREA MAP**



# Covelo Community Services District Sphere of Influence

Source: This map was prepared by the Mendocino County Information Services Department GIS Program, May 2021.  
Note: This map is not a survey product.



- Covelo CSD
- Covelo CSD SOI
- Parcels

Highway Roads Streams  
**Figure 1-1 Covelo CSD Boundary and Sphere of Influence Map**

**EXHIBIT A**

DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

[END OF DEFINITION OF SERVICES]

BOS Agreement No. \_\_\_\_\_  
DOT Agreement No \_\_\_\_\_

**EXHIBIT B**  
**PAYMENT TERMS**

[END OF PAYMENT TERMS]

## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates [yatesm@mendocinocounty.org](mailto:yatesm@mendocinocounty.org) or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general\\_-vanity\\_-sg01vn000r\\_epayablesvendors\\_-na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na)

[END OF MENDOCINO COUNTY EPAYABLES INFORMATION]