

Request for Qualifications (RFQ) Request for Proposals (RFP)
for Architectural and Engineering Design Services for RCEA’s
Office Building Project

RFQ/RFP-24-301



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SUMMARY

RCEA invites submittal of responses to RCEA's Request for Qualifications, Request for Proposals RFQ/RFP-24-301 (RFQ/RFP) from qualified architectural and engineering firms (Respondents) interested in providing architectural, engineering and construction support services for the RCEA Office Building Project (Project). After evaluating all responses to this RFQ/RFP, RCEA will select and enter into a professional services agreement with the most qualified firm based upon professional qualifications, demonstrated competence and experience, and cost competitiveness.

Responses will be accepted until **April 3, 2024 at 1:00 p.m. PDT**. Responses to this solicitation received after the stated deadline may not be considered.

Responses shall be delivered by electronic mail to procurement@redwoodenergy.org with a subject line: "RFQ/RFP-24-301". Responses shall be searchable PDF format and may be delivered as a zipped file or via VPN.

All notifications, updates, and addenda to this RFQ/RFP will be posted on RCEA's Contracting page at <https://redwoodenergy.org/contracting/>. Interested firms shall be responsible for monitoring the website to obtain the most recent information regarding this solicitation.

SECTION I – INTRODUCTION AND PROJECT OVERVIEW

The Redwood Coast Energy Authority (RCEA) was formed in 2003 as a Joint Powers Authority (JPA), a local government agency of the State of California. RCEA's mission is to develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient and renewable resources available in the region. RCEA is governed by an eleven-member Board of Directors comprised of representatives from each of its member agencies, including the Blue Lake Rancheria, County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad, the Humboldt Bay Municipal Water District, and the Yurok Tribe.

RCEA currently has 38 employees. RCEA's Board of Directors meets monthly and RCEA's Community Advisory Committee meets bimonthly. In addition to these public meetings, RCEA hosts public workshops and trainings throughout the year.

RCEA owns Assessor's Parcel Number 001-131-007, 805 3rd Street, Eureka, which is a vacant lot situated at the northeast corner of the intersection of Third and I Streets. The lot is 6,600 square feet and located in the City of Eureka's Office and Multi Family Residential Zone (OR).

A. Proposed Project Description

RCEA is seeking qualified firms to provide complete architectural design and engineering services for new construction of RCEA's office building at 805 3rd Street. RCEA envisions and expects this project to provide long-term value to the organization, member agencies, and customers.

Below are the basic building requirements.

- The finished building footprint is expected to be between 5,000 to 6,000 SF and be three to four stories high.
- The design of the new office building should provide ADA accessible office space for 50 employees, a public meeting space, a public demonstration area for energy efficient appliances and a customer service area.

- The exterior and interior design should reflect a familiar and inviting public identity while fitting in well with the Old Town Eureka environment.
- The interior spaces should be light and airy, and designed to support a healthy, comfortable, and visually appealing environment for occupants and visitors.
- The building's mechanical and plumbing systems should not use any fossil fuels.
- The construction and finish materials should be sustainable as the budget allows.

B. Scope of Services

The selected firm will provide architectural and engineering services, including civil, structural, mechanical, plumbing, and electrical systems design, and other authorized services such as landscape design, as deemed appropriate; prepare construction contract documents; and provide bidding and construction management for the project, as described below.

Design Services

- In coordination with the RCEA project team, develop a detailed scope, schedule, and fee to serve as the basis of the contracted services for the Project.
- Review existing site conditions, site constraints, existing utilities, drainage, etc.
- Conduct any required planning, zoning, geotechnical, on- and off-site utility and related utilization studies.
- Interface with RCEA Staff and Board of Directors, with assistance from the RCEA project team, as required to integrate ideas and feedback and ensure the final project aligns with RCEA's current and future needs.
- Prepare a complete construction bid package including plans, technical specifications, integration of RCEA's front-end contract documents, bid schedule, bid advertisement, and all other documents necessary to successfully bid and award the construction of the Project.
- Work with the RCEA project team to adapt the design to meet cost and quality goals depending on final construction bid amounts.

Bid Services

- Assist RCEA with the solicitation and award process for Project construction. The construction contractor must be selected through an open and competitive bid process that complies with applicable state law.
- Conduct all pre-bid meetings and job walk throughs, including answering bidder questions and issuing any addendum.
- Receive questions on bid documents and prepare and issue any addenda.
- Conduct bid opening meeting at RCEA's office on the date and time established in the bid documents.
- Assist RCEA in evaluating bid responsiveness, preparing bid tabulation, and analysis to determine the winning bid.
- Assist the RCEA project team with the Staff Report and recommendation to the Board of Directors and attend the RCEA Board business meeting to assist in the final award of the construction contract for the construction of the project.

Construction Management

- Monitor and verify that the Project is constructed in compliance with all project plans, specifications, and contract documents.

- Conduct weekly on-site supervision to proactively address RCEA concerns and site conditions and coordinate and inspect at points as detailed in the contract documents.
- Provide Labor Code compliance monitoring including but not limited to prevailing wage.
- Interpret the construction contract drawings and specifications as required and provide written responses to RFI from the construction contractor during the construction of the project.
- Provide review and input to the construction and integration schedule to the construction contractor.
- Monitor and drive schedule to maintain deadlines and keep project timelines.
- Monitor budget accountability from start to finish.
- Manage the review and approval of all progress payments, conditional and unconditional lien releases.
- Provide the commissioning guidelines (safety, performance, and inspection), final acceptance quality assurance support services, test reports, final project closeout guidelines and closeout procedure and performance testing and prepare the final Notice of Completion.
- Review and approve the Project records, operations and maintenance manuals, and “as-built” drawing submittals.

SECTION II – PROPOSAL CONTENT REQUIREMENTS

At a minimum, the information described below must be included in the Proposal.

A. Cover Letter

- General introduction to the firm and highlight of the team and approach.
- Signed by company officer with authority to bind firm to contracts of the anticipated magnitude for the proposed work.

B. Company Information

- Name and address of the firm.
- Primary contact person and contact information.
- Copy of W-9.
- Brief description of firm, including number of years in business and total number of staff.

C. Design Team Background

- Project team organizational chart that includes the following:
 - Principal in charge
 - Project Architects and Engineers
 - Interior Designers
 - Construction Managers
- Resumes for key team members (limited to 2 pages each) that include years of service with the firm, applicable professional experience and education, and anticipated role.

D. Proposed Sub-Consultants

Respondents shall identify all sub-consultants with which they intend to work for each type of service, or if other disciplines will be provided from within the firm please state so clearly and include these team members in the Project organizational chart.

E. Civic/Office Building Experience

Please provide a list of projects completed by your firm, including the five (5) most recent office buildings or similar facilities designed, completed, or under construction with construction budgets exceeding \$5 million, that best represent a similar scope and complexity to RCEA’s Project. For each project, include:

- Project name and general description, including location and total square footage
- Initial project budget and final as-built cost
- Graphic description and/or photos
- General descriptions of any Change Orders
- Project timeline from start to finish or anticipated completion date if under construction
- Client and contractor contact information
- Describe the roles of the team members proposed for this Project.

F. Project Approach and Schedule

Provide a write up of the proposed approach for the Project, detailing the major and subtasks, potential constraints and opportunities, and the proposed approach for addressing the constraints. Please include a GANTT Chart or similar visual timeline for the Design scope of services.

G. Estimated Total Project Cost

Please include the following in this section:

- Provide a rate sheet for team members you anticipate having a role on this project
- Any anticipated materials and travel costs
- Total estimated costs broken down by Scope area.

SECTION III: EVALUATION AND SELECTION

A. Schedule

Table 1 identifies the estimated dates and time frame for receipt, evaluation, and selection as specified in this RFQ/RFP. Please note the following key dates, when preparing your response to this RFQ/RFP.

Table 1 – Proposal Evaluation and Selection Schedule

Distribution of RFQ/RFP	February 26, 2024
Deadline for Questions	4:00pm PDT, March 18, 2024
Responses to Written Questions Regarding RFQ/RFP	March 25, 2024
Proposal submission Due Date	1:00pm PDT, April 3, 2024
Firm Interviews, as needed	Week of April 15, 2024
Selection of Firm	April 25, 2024

B. Questions

Questions regarding this RFP should be submitted via email to procurement@redwoodenergy.org with a subject line: "RFQ/RFP-24-301 Questions" by the date and time listed in the table above.

C. Proposal Submission

Responses will be accepted until April 3, 2024 at 1:00 p.m. PDT. Responses to this solicitation received after the stated deadline may not be considered.

Responses shall be delivered by electronic mail to procurement@redwoodenergy.org with a subject line: "RFQ/RFP-24-301". Responses shall be searchable PDF format and may be delivered as a zipped file or via VPN.

Responses must be signed by an officer of the firm who is authorized to enter into a binding agreement with RCEA on behalf of the firm.

It is the Respondent's sole responsibility to ensure that their proposal submittal, inclusive of any or all addenda, is received by RCEA at the stated time in the required format.

D. Evaluation and Selection Process

All Proposals received by the deadline will be evaluated by RCEA's project team. Only information which is received in response to the RFQ/RFP or any subsequent interview will be evaluated for this Project. RCEA's project team reserves the right to contact client references provided; require further information; and/or require interviews with any Respondent.

RCEA will judge the Proposals in several critical areas as described below and rank them for presentation to the RCEA Board of Directors. At its discretion, the Board of Directors may direct the Executive Director to negotiate a professional services agreement with the Respondent deemed to be the most qualified for the Project. If the Board of Directors determines it is in the best interest of RCEA, it may choose to pursue more than one agreement with the most qualified firms or reject all Proposals. Failure upon the part of the successful Respondent(s) to negotiate in good faith or to promptly execute a professional services agreement negotiated with RCEA shall, in the sole discretion of RCEA, be just cause for the annulment of the selection of any Respondent.

<u>Evaluation Criteria</u>	<u>Weight of Score</u>
1. Capabilities of the firm and individuals that will be engaged in the Project. Qualities and indicators that will receive consideration include: <ul style="list-style-type: none">Professional, technical, and educational achievements.Applicable experience gained on similar projects.Prior experience with public agency construction bid process.	25%
2. Ability to design an approach to meet the Project requirements. Qualities and indicators that will receive consideration include: <ul style="list-style-type: none">The detail and clarity of the proposed approach for the Project.The Respondent's performance in identifying any problems or concerns which may be associated with the Project and preliminary ideas about how these obstacles should be addressed.	20%

- Inclusion of any unique approaches designed to save time and money or increase the benefits or effectiveness of the proposed work.
 - Demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the Project.
3. **Ability of the Respondent to provide the required services within the timeframes requested by RCEA, which includes an assessment of the perceived ability of the Respondent to devote the necessary human resources and management attention to the Project.** 15%
Qualities and indicators that will receive consideration include:
- The Respondent’s geographic proximity to the Project site and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location.
 - The number, size and status of the projects presently being performed by the Respondent and proposed team.
 - The past ability of the Respondent to deliver projects on a timely basis.
 - The nature of existing projects that are behind schedule or past the completion date.
4. **Costs.** 30%
5. **Willingness to comply with the proposed professional services agreement terms and conditions.** 10%
RCEA will endeavor to enter into a Professional Services Agreement with the selected firm. A sample Agreement is attached as Exhibit 1. Any exceptions to the terms set forth in the sample Agreement should be noted on the sample Agreement and submitted with the SOQ.

SECTION IV: GENERAL CONDITIONS

1. Nondiscriminatory Employment. Respondents will be required to comply with all non-discrimination employment regulations, including:
 - No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age, disability, medical condition, political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
 - Respondents shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this proposal submittal.
 - Respondents must comply with the Department of Industrial Relations with respect to the provision on employee pay and benefits.
2. Consistent with the California Public Utilities Code and California Public Utilities Commission (CPUC) policy objectives, RCEA collects information regarding supplier diversity and labor practices from its contractors regarding past, current and/or planned efforts and policies. Pursuant to Public Utilities Code §§ 8281-8286 (through which the CPUC requires RCEA and its commission-regulated subsidiaries and affiliates to submit annual detailed and verifiable plans

for increasing women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' procurement in all categories), respondents that execute a contract with RCEA will be required to complete a supplier diversity questionnaire at the time of execution, and/or periodically at later dates as specified by RCEA. Respondents that are women, minority, LGBT, and disabled veteran-owned businesses are encouraged to apply for certification by the CPUC's Supplier Diversity Clearinghouse Program. This certification is voluntary and will not be used as a criterion for evaluation. As required by law in California, RCEA as a public agency does not give preferential treatment based on race, sex, color, ethnicity, or national origin; providing such information as part of the offer package will not impact the selection process or good standing of executed contracts.

3. All Respondents and proposed subcontractors must be properly licensed in accordance with California Business and Professions Code and local law.
4. The Proposal should be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the Proposal meets RCEA's requirements. To this end, each Proposal should be as specific, detailed and complete as to clearly and fully demonstrate that the Respondent has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). Although there are no limits to the number of pages to be submitted in response to this RFQ/RFP, it is expected that the Respondent will be efficient in their presentation of the requested information.
5. The submission of a Proposal does not commit RCEA to award a contract for the Project, to pay costs incurred in the preparation of an Proposal or to procure or contract for any services. Costs for preparing the Proposal will be paid entirely by the Respondents.
6. RCEA reserves the right to interpret or change any provision of this RFQ/RFP at any time prior to the Proposal submission due date. Such interpretations or changes shall be in the form of addenda to this RFQ/RFP. RCEA, in its sole discretion, may determine that a time extension is required for submission of Proposals, in which case such addenda shall indicate a new Proposal submission deadline. RCEA reserves the right to waive inconsequential deviations from stated requirements.
7. RCEA retains the right to reject any and all Proposals, to contract work with whomever and in whatever manner RCEA decides, or to abandon the work entirely. RCEA shall make final decisions regarding a Respondent's qualifications. All decisions concerning Respondent selection shall be made in RCEA's best interests.
8. RCEA has made a determination in accordance with Section 7922.000 of the Government Code that all Proposals submitted in response to this RFQ/RFP shall not be made public by RCEA until after RCEA issues a notice of intent to enter into a Contract with the successful Respondent. In addition, RCEA has made a determination in accordance with Section 7922.000 of the Government Code that all Respondent proprietary information submitted in response to this RFQ/RFP and specifically identified by the Respondent as "confidential" will not be made public by RCEA and will be returned to each Respondent, unless otherwise required by law. In the event a Respondent wishes to claim other portions of its Proposal are exempt from disclosure under the Public Records Act, Respondent should clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. Blanket designations

of “confidential” shall not be effective. However, RCEA will make a decision based upon applicable laws.

9. RCEA will notify the applicable Respondents of any requests for disclosure under the Public Records Act. Respondents agree to defend and indemnify RCEA from any claims and/or litigation arising from such requests.
10. Proprietary or confidential data should be readily separable from the remainder of the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information. The price of products offered or the cost of services shall not be designated as proprietary or confidential information.
11. No Proposal may be withdrawn after the scheduled Proposal closing time for a period of ninety (90) days.
12. Submission of a Proposal shall constitute an acknowledgment that the Respondent has thoroughly examined and is familiar with all RFQ/RFP documents and documentation. The failure or the neglect of a Consultant to receive or examine any RFQ/RFP documentation shall in no way relieve it from any obligation with respect to its proposal or the obligations that flow from making a successful proposal. No claim based upon a lack of knowledge or understanding of any RFQ documentation or its contents shall be allowed.
13. Without in any way limiting RCEA’s right, in its sole and absolute discretion, to reject any or all proposals, Respondents are advised that any of the following may be considered as sufficient cause for the disqualification of a Respondent and the rejection of a proposal: (i) submission of more than one proposal hereunder by an individual, firm, partnership or corporation under the same or different names; (ii) evidence of collusion among Respondents; (iii) the Respondent being in litigation or other dispute with RCEA; (iv) the Respondent having defaulted on a previous agreement with RCEA; (v) failure to meet minimum qualifications as specified in this RFQ; (vi) any attempt to influence any member of RCEA Board of Directors or other RCEA employee or agent.
14. Proposals will be considered irregular and may be rejected for omission, alterations of form, conditions, limitation, unauthorized alternate proposals or other irregularities of any kind. RCEA reserves the right to waive any such irregularities.

EXHIBIT A - STANDARD AGREEMENT

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES BETWEEN THE REDWOOD COAST ENERGY AUTHORITY AND

This Agreement For Professional Architectural and Engineering Design Services (“Agreement”) is made and entered into by and between the Redwood Coast Energy Authority (“RCEA”), a Joint Powers Authority, and _____, (“CONSULTANT”), a _____. RCEA and CONSULTANT are hereinafter also referred to collectively as the “Parties” and individually as a “Party”. This Agreement is effective _____.

RECITALS

WHEREAS, RCEA issued RFQ/RFP-24-301 to solicit competitive professional architectural and engineering design services proposals to provide design, bid, and construction management services for new construction of RCEA’s office building at 805 3rd Street;

WHEREAS, CONSULTANT has the demonstrated qualifications, skills and training necessary to perform the Grant Agreement services needed by RCEA, and RCEA desires to retain CONSULTANT to complete the said services based on the terms and conditions below.

NOW, THEREFORE, based on the conditions recited herein and made a material part hereof, the Parties agree as follows:

1. Contract Documents. Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

- 1.1 Agreement and all attachments;
- 1.2 RCEA’s Request for Qualifications/ Request Proposals (RFQ/RFP) – 24-301;
- 1.3 CONSULTANT’s proposal submitted in response to RFQ/RFP-24-301.

For avoidance of doubt, the order of priority for interpreting conflicting provisions among these documents is in the order stated above, with Section 1.1, this Agreement and all attachments, taking the highest order of priority.

2. Scope of Services.

2.1 Services Defined. CONSULTANT agrees to perform the services as set out in Exhibit A, “Scope of Work” attached hereto and incorporated by reference (“Services”). Services shall be provided in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in Sections 1 - 27 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1 -27 shall control over those in Exhibit A.

2.2 Special Conditions. CONSULTANT shall comply with all additional terms and conditions set forth in Exhibit C “Special Conditions,” if any are required [*check applicable box*]:

Special Conditions No Special Conditions

- 2.3 **Materials and Equipment.** CONSULTANT shall, at its sole cost and expense, furnish all materials and equipment which may be required for performing Services excepting those items specifically identified in Exhibit A.
- 2.4 **Representations:** CONSULTANT represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth in (Section 3.1 - Compensation) and within the time specified in the project schedule (Exhibit "A") attached hereto. CONSULTANT, further represents that it is qualified to perform the professional services required by this Agreement and that it possesses the necessary licenses and permits required to perform said services.
3. **Term.** Services by Consultant shall commence upon full execution of this Agreement by both parties. Consultant shall complete all Services in accordance with the time schedule set forth in Exhibit A.
4. **Compensation, Billing and Payment.**
- 4.1 **Compensation.** CONSULTANT shall be paid for Services on a time and materials basis, based on the rate and budget attached hereto and incorporated herein as Exhibit B, "Compensation" for a maximum amount not to exceed _____ Dollars (\$_____).
- 4.2 **Billing.** CONSULTANT shall submit invoices no more frequently than monthly and the final bill upon completion of Services. Invoices shall contain a time summary of work performed by each person for whom charges are billed. Invoices shall be sent to RCEA, 633 3rd Street, Eureka, CA 95501, Attention: Accounting, or emailed to accounting@redwoodenergy.org.
- 4.3 **Payment.** If RCEA disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. RCEA may withhold all or any portion of the funds provided for by this Agreement in the event that the CONSULTANT has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the CONSULTANT fails to maintain reasonable progress toward completion of the Services or any component thereof. RCEA shall make payment to CONSULTANT within thirty (30) working days after approval of the invoice.
5. **Standard of Care.** All professional services to be provided by CONSULTANT pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with care, diligence and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement. the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.
6. **Prevailing Wage and Labor Code Compliance.** This project is assumed to be a public works project and subject to Labor Code compliance for prevailing wage monitoring and enforcement by the Department of Industrial Relations in addition to other applicable provisions.
- 6.1 **Prevailing Wages.** A determination of the general prevailing rates of per diem wages and holiday and overtime work applicable to the work is available for review upon request at the RCEA office, and shall be posted at the job site. CONSULTANT and all subcontractors will not pay

less than the prevailing rates of wages. The statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced (Labor Code § 1813). CONSULTANT shall forfeit as penalty to the RCEA the sum of up to two hundred dollars (\$200.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates.

6.2 Overtime pay. Pursuant to the California Labor Code, eight hours labor constitutes a legal day's work and is applicable to certain workers on public works projects. CONSULTANT shall ensure that its workers for which this requirement is applicable are paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or 40 hours during a calendar week. CONSULTANT shall forfeit as penalty to the RCEA twenty-five dollars (\$25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of this provision.

6.3 Other Labor Code Requirements. CONSULTANT shall comply with Labor Code § 1777.5 concerning employment of apprentices. CONSULTANT shall comply with California Labor Code Section 1776 for payroll accounting.

6.4 Certification. CONSULTANT shall certify to RCEA on each invoice, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that CONSULTANT and its subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages.

7. Conflicts of Interest. CONSULTANT hereby warrants and represents the following:

7.1 CONSULTANT does not and will not participate in the making of RCEA or decisions;

7.2 For purposes of this Agreement, CONSULTANT is not covered by and is not subject to the California Political Reform Act ("PRA," Government Code §§81000 - 91014); provided however, if this status changes, CONSULTANT shall immediately notify RCEA, disclose the conflict of interest, and disqualify itself from the making or participating in the making of the decision for which the conflict has arisen;

7.3 CONSULTANT does not have any separately defined financial or other interests that could be characterized as conflicts of interest under the PRA;

7.4 In providing services to RCEA, CONSULTANT has not engaged in any unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration to any RCEA employees, Board members, agents, or contractors; and

7.5 CONSULTANT does not have a separate financial relationship with any RCEA employees that would qualify as a conflict of interest under the PRA.

7.6 CONSULTANT agrees to comply with RCEA's conflict of interest policy.

8. Hold Harmless and Indemnification. If this Agreement is for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold

harmless, defend and indemnify RCEA, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, not to exceed CONSULTANT'S proportionate percentage of fault.

If this Agreement is not for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless RCEA and its board, committees, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subcontractors or any entity or individual for which CONSULTANT shall bear legal liability in the performance of professional services under this Agreement.

CONSULTANT's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement

9. **Insurance.** CONSULTANT agrees to maintain, at a minimum, the insurance coverage as set out below at all times during the terms of this Agreement and all additional terms set forth in Exhibit D "Special Insurance Conditions," if any are so required [*check applicable box, below*]. Failure to maintain the required insurance shall be grounds for termination of this Agreement.

_____ Special Insurance Conditions _____ No Special Insurance Conditions

9.1 All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII. Said coverage shall include an endorsement to add RCEA, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the services to be provided under this Contract. Said coverage shall additionally be endorsed to specify that the CONSULTANT'S insurance is primary and that insurance or self-insurance maintained by RCEA shall not contribute with it. Upon request, CONSULTANT shall furnish RCEA with certificates of insurance and endorsements of all required insurance. Said documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to RCEA. In the event CONSULTANT subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement. RCEA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

9.2 Workers' Compensation and Employers' Liability Insurance: CONSULTANT shall provide Workers' Compensation and Employers' Liability insurance for CONSULTANT's employees and agents to the extent required by law.

9.3 Commercial General Liability: CONSULTANT shall maintain \$1 million minimum commercial general liability insurance coverage on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.

9.4 **Business Auto:** If applicable, CONSULTANT shall maintain \$1 million minimum business automobile insurance coverage.

9.5 **Professional or Errors and Omissions Insurance.** CONSULTANT shall maintain such Professional or Errors and Omissions Insurance as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by CONSULTANT or by anyone employed by CONSULTANT to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be less than \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.

9.6 **Insurance Reductions, Waivers.** RCEA may, in its sole discretion, reduce or waive any insurance coverage requirements provided herein based on an analysis of the availability of insurance coverage for the type of professional consultant retained by this agreement, the type of risk exposure for RCEA, and the financial capability of CONSULTANT to bear the risk of losses without insurance. Any specific insurance coverage reductions or waivers shall be itemized in Exhibit D.

9. Independent Consultant Status. CONSULTANT shall perform all Services as an independent contractor. No person performing any of the Services shall be considered an officer, agent, servant or employee of RCEA, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of RCEA. CONSULTANT shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between RCEA and CONSULTANT.

10. Assignment. Neither party may assign its obligations under this Agreement without the prior written consent of the other, except that CONSULTANT may assign the proceeds due under this Agreement to any bank or person without such written consent. Any assignment by the CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

11. Subcontracting. The CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of the RCEA, except for any sub-contract work identified herein. If CONSULTANT shall cause any part of the project to be performed by a subcontractor, the provisions of this contract shall apply to such subcontractor, and CONSULTANT shall be liable hereunder for all acts and negligence of the subcontractor.

12. Retention of Books of Record and Audits. The CONSULTANT shall maintain on a current basis complete books and records relating to this Agreement (including financial records, progress reports, payment records and payroll records) for a minimum of four years from the (i) RCEA's acceptance of all services under this Agreement and (ii) receipt of final payment, whichever comes last. The CONSULTANT will permit RCEA to audit all books, accounts or records relating to this Agreement.

13. Document Submission and Title to Documents. CONSULTANT agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and intellectual property produced in the performance of this Agreement is considered work made for hire and shall be the property of RCEA upon delivery. RCEA may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and

developed under this Agreement.

14. Confidentiality. CONSULTANT acknowledges RCEA may provide it with confidential information and CONSULTANT shall sign a non-disclosure agreement before receiving such information.

15. Nondiscriminatory Employment. During the performance of this contract, CONSULTANT and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

16. Entirety of Contract. This Agreement shall constitute the entire agreement between the parties relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all act which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

17. Amendment. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. Suspension, Termination

18.1 Suspension. At any time and for any reason, RCEA may temporarily suspend the Services upon five days' written notice to CONSULTANT. In such event, CONSULTANT shall perform no additional Services under this Agreement until RCEA has provided written notice to CONSULTANT to re-commence Services.

18.2 Termination. This Agreement may be terminated for any reason set forth below:

- (a) *With Cause*. RCEA may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to CONSULTANT. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The term "for cause" includes but is not limited to the following:
 - (i) Partial or complete loss of ARV-22-008 Grant Funds;
 - (ii) CONSULTANT's persistent failure to perform Services in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by RCEA);

- (iii) CONSULTANT's disregard of applicable laws and regulations;
- (iv) CONSULTANT's repeated disregard of the authority or orders of the RCEA;
- (v) CONSULTANT's repeated or persistent default of any of the provisions of the Contract Documents;
- (vi) CONSULTANT's material breach of any provision of the Contract Documents;

When RCEA terminates CONSULTANT's Services under this Section, CONSULTANT shall be entitled to receive payment only for such Services accepted by RCEA prior to the date of termination. The termination of CONSULTANT's services under this paragraph will not affect any rights or remedies RCEA may have against CONSULTANT existing at the time of termination or which may later accrue. Any release of retention or payment by RCEA will not release CONSULTANT from liability.

- (b) *Without Cause.* RCEA may cancel this Agreement at any time and in RCEA's discretion upon giving thirty days advance written notice to CONSULTANT. CONSULTANT shall be entitled to receive payment for acceptable Services performed prior to the termination date. CONSULTANT shall be entitled to no further compensation for SERVICES performed after such date.
- (c) *Product and Document Delivery.* Upon termination of the Agreement for any reason, CONSULTANT will deliver to RCEA all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials prepared or produced under this Agreement, whether completed or incomplete, and all such material shall become the property of RCEA upon the termination date.

19. Designation of Representative. CONSULTANT and RCEA shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either Party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other Party.

20. Notices

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered, or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

Notices shall be given to RCEA at the following address:

Lexie Perez, Contract and Grants Manager
Redwood Coast Energy Authority
633 3rd Street
Eureka, CA 95501

Notices shall be given to CONSULTANT at the following address:

21. **Compliance with Applicable Laws**. The CONSULTANT shall perform the services required by this Agreement in compliance with any and all applicable federal, state and local laws affecting the Services covered by this Agreement, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.
22. **Jurisdiction and Venue**. This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue shall be in Humboldt County, California.
23. **Headings**. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.
24. **Severability**. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.
25. **Waiver**. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.
26. **Authority**. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this agreement.
27. **Counterpart Signatures**. This Agreement may be signed in separate counterparts, and all counterparts, when signed, shall constitute an enforceable agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date and year first hereinabove written.

RCEA:

CONSULTANT:

Name:
Title:
Date: _____

Name:
Title:
Date: _____

EXHIBIT A: SCOPE OF WORK

DRAFT

EXHIBIT B: COMPENSATION

DRAFT

EXHIBIT C: SPECIAL CONDITIONS
[attach if applicable]

DRAFT

EXHIBIT D: SPECIAL INSURANCE REQUIREMENTS, REDUCTIONS, WAIVERS
[attach if applicable]

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