



COUNTY OF HUMBOLDT
PLANNING AND BUILDING DEPARTMENT
ADVANCE PLANNING DIVISION

3015 H Street Eureka CA 95501 Fax: (707) 268-3792 Phone: (707) 445-7541
<http://www.co.humboldt.ca.us/planning/>

**REQUEST FOR PROPOSALS TO PREPARE TRANSPORTATION,
GREENHOUSE GAS EMISSIONS, AND NOISE IMPACT SECTIONS
OF A
RECIRCULATION DRAFT ENVIRONMENTAL IMPACT REPORT
FOR**

**THE HUMBOLDT COUNTY GENERAL PLAN UPDATE
HUMBOLDT COUNTY, CALIFORNIA**

I. INTRODUCTION

The County of Humboldt, Planning and Building Department requests proposals from qualified consultants to prepare updated transportation, noise impact, and greenhouse gas emissions sections of a Revised Draft Environmental Impact Report for the Humboldt County General Plan Update (GPU). These sections of the Environmental Impact Report will evaluate the effects of proposed development, and must meet all the requirements of the California Environmental Quality Act. Consultants will identify appropriate mitigation measures and monitoring programs.

II. PROJECT LOCATION AND BACKGROUND

Location: The GPU affects all of the unincorporated portions of the County, including the 22 Community Planning Areas (CPAs) and six (6) Coastal Zone Planning Areas established by the County. Excluded from the GPU are the incorporated cities. However, existing land use patterns and sphere of influence plans of the incorporated cities have been analyzed in the General Plan Update planning process.

General Project Description

The Project involves revision of several sections of an Environmental Impact Report (EIR) for the County of Humboldt General Plan Update (GPU):

- Updated traffic modeling and transportation impact analysis.
- New noise level information and analysis for major noise sources.

- Updated Greenhouse Gas (GHG) Emission data and analysis.

The EIR discloses to decision-makers, agencies and the public possible environmental impacts from approving the GPU. This EIR will also identify ways to minimize adverse environmental impacts of the GPU, and describe alternatives that may reduce or avoid its significant environmental impacts. The California Environmental Quality Act (CEQA) requires this environmental review be considered before approval. (State CEQA Guidelines §15121[a]).

Pursuant to CEQA Guidelines §15200, public and agency review and evaluation of the Draft EIR will serve the following purposes:

- Sharing expertise
- Disclosing agency analyses
- Checking for accuracy
- Detecting omissions
- Discovering public concerns

In addition, the EIR may be used by the California Coastal Commission when approving the portions of the GPU in the coastal zone. A more thorough discussion of the project evaluated in the DEIR and the sections to be prepared by a consultants is presented later in this RFP.

Background

The EIR process began with public scoping of the items to be covered in the EIR. For this GPU, the County of Humboldt Planning and Building Department is the “lead agency”, the agency with principal responsibility for carrying out the GPU. The County distributed a Notice of Preparation (NOP) (Appendix S to the initial Draft EIR) to numerous agencies to let them know an EIR was being prepared for the GPU, and asking the agencies for comments on what should be included in the EIR. The agencies included the following:

- “Responsible agencies” such as the California Coastal Commission, whose approval is required for the Local Coastal Program portion of the GPU to take effect, and
- “Trustee agencies”, state agencies having jurisdiction by law over natural resources affected by the project which are held in trust for the people of the State of California. Trustee agencies for the Humboldt County General Plan include:
 - California Department of Fish and Wildlife
 - California Department of Forestry and Fire Protection (CalFire)
 - California Department of Transportation (CalTrans)
 - California Environmental Protection Agency (Cal/EPA)
 - Office of Historic Preservation
 - North Coast Air Quality Management District
 - North Coast Regional Water Quality Control Board.

The Draft EIR was also sent to federal trustee agencies, including

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- NOAA Fisheries
- U.S. Environmental Protection Agency (EPA)

The comment period on the NOP was from January 22, 2007 to February 22, 2007. The County also held public scoping meetings, workshops, and public hearings from February 15, 2007 through January 30, 2009 soliciting input from agency representatives and the public on the items to be addressed in the EIR (see Appendix S to the initial Draft EIR).

The County also held General Plan Update workshops on draft land use maps in key communities between September 5, 2007 and September 26, 2007. The purpose of these meetings and workshops was to identify preferences and concerns of the affected public, public agencies, and other stakeholders. Input from these workshops was used to formulate the alternatives assessed in this EIR. These meetings were held in the following communities: Willow Creek, Orick, Trinidad, Fortuna, Garberville/Redway, Fieldbrook, Arcata/Eureka, South Eureka, and Petrolia.

The County prepared an Administrative Hearing Draft of the GPU in 2007 and held 14 public hearings with the Planning Commission prior to releasing the Planning Commission Hearing Draft on November 20, 2008, along with three Plan Alternatives. The Planning Commission conducted 76 meetings from April, 2009 through March, 2012 on the plan alternatives in order to take straw votes and refine the Planning Commission Approved Draft, the proposed project.

The Planning and Building Department and its consultants prepared the Draft EIR. Copies of the DEIR were made available for viewing at the Planning and Building office, on its website, and the Humboldt County Library. The Draft EIR and a Notice of Completion was sent to the State Clearinghouse for distribution to the responsible, trustee and other state agencies.

The Draft EIR was circulated for a minimum of 45 days to allow the public, agencies and tribal governments to review and comment on the document. Fifty written comment letters were received on the Initial Draft EIR.

Following development of the Planning Commission Draft of the General Plan Update, The Humboldt County Board of Supervisors took on the task of taking public comment, reviewing and revising the General Plan Update through a series of public hearings which took place between March, 2012 and February 2016. The Board of Supervisors made extensive changes to the text, policies, standards, implementation measures, definitions, and land use designations evaluated in the previous Draft EIR. As the original draft EIR was prepared on the Planning Commission draft of the General Plan Update, it now needs to be updated through preparation of a revised Draft EIR that takes into consideration the changes made by the Board of Supervisors and significant new or more complete

information concerning the Board of Supervisors revised General Plan Update that was not available at the time the previous Draft EIR was prepared and circulated for public comment. (CEQA Guidelines § 15088.5.).

III. DETAILED DESCRIPTION OF THE PROJECT EVALUATED IN THE DEIR AND THE SECTIONS TO BE PREPARED BY THE CONSULTANT

The project discussed in the DEIR consists of updating the Humboldt County General Plan (referred to as the proposed General Plan Update or GPU for purposes of the EIR). The Department's web page contains the DEIR and all the appendices for download at the following hyperlink <http://www.humboldt.gov/626/Draft-Environmental-Impact-Report-EIR>. A detailed project description is located in Chapter 2 of the initial Draft EIR., The project description in the revised DEIR will be modified by the County to summarize the changes made by the Board of Supervisors. In summary, the GPU is intended to be a comprehensive update of the County's current 1984 General Plan. The General Plan expresses the community's goals for the distribution of future land uses for approximately the next 20 years, both public and private, and establishes policies, standards and implementation measures for future development. It reviews and revises the basic assumptions regarding population projections and future land use demand, and proposes land use designations and diagrams (maps), together with policies to meet that demand in a manner consistent with State law.

The project presented in the revised Draft EIR is the Board of Supervisor's selection of goals, policies, standards, implementation measures, maps, and supporting documentation from the 2012 Planning Commission Approved Draft, and other material presented to them during the years they spent reviewing that draft. It provides for modest expansion of the urban areas currently reflected in the community plans. The Plan would increase infill opportunities and development in urban-service areas, while continuing policies protecting resource lands from fragmentation. Additional industrial and commercial lands would be made available for use based on historic demand in proportion to residential land uses. The full text and revised land use maps of the Board of Supervisors draft GPU is available at the following hyperlink:

GPU Text

<http://www.humboldt.gov/572/Board-of-Supervisors-Draft>.

Land Use Maps

<http://www.humboldt.gov/575/Map-Book>

2015 Land Use Map changes (note: this is a large 155 mb file)

<http://www.humboldt.gov/DocumentCenter/View/52831>

B. Work Products

The work products that the consultants will be responsible for preparing are:

- Revised Section 3.5 of the DEIR (Transportation) incorporating updated traffic modeling and transportation impact analysis.

For the DEIR the traffic impacts resulting from General Plan Update land uses were evaluated by TJKM Transportation Consultants using the Humboldt County Area Travel Model (HCATM). The HCATM used the then current version of TransCAD transportation planning software. The HCATM is an update to a prior model with an enhanced model base year (2007) and future alternatives to reflect scenarios developed based on the Humboldt County General Plan Update and proposed Alternatives.

The revised DEIR will use the most currently available land use maps. The County, City and the State Department of Transportation have jointly updated the travel demand model for the study area known as the Humboldt County Travel Demand Model (HCTDM). This model will be used by the consultants in preparing the EIR sections through Caltrans and requires a use agreement (Attachment 1). Prior versions of the model were used for two traffic studies within the Eureka area (circa 2008 for both projects), and recently to help establish a Traffic Impact Mitigation Fee for the Eureka area. The model may require supplemental calibration to account for the use in a county-wide context.

- Revised Section 3.6 of the DEIR (Noise) incorporating noise level information and analysis for major noise sources.

Noise levels associated with major roads need to be measured, calculated, analyzed and mapped by the consultant.

- Revised Section 3.12 of the DEIR (Air Quality and Greenhouse Gas Emissions incorporating updated Greenhouse Gas (GHG) Emission data and analysis.

More recent information regarding GHG emissions is available and will be incorporated and analyzed in the DEIR consistent with current statewide best practices by the consultant. The analysis will be provided by the consultants in a form that the County can easily use to update our Climate Action Plan to tier off in future project level environmental documents.

The consultants will prepare the above sections of the revised Environmental Impact Report (Administrative Draft, Public Review Draft and Final) in report form. The consultants will be required to verify and defend that all information submitted is accurate and current. Furthermore, the consultants will be required to document the source(s) of all compiled information.

The format for the sections of the EIR provided by the consultants will seamlessly match the 2012 DEIR. For each impact identified in this EIR, a statement of the impact's level of significance is provided. Impacts were categorized in one of the following categories:

- A **less-than-significant** impact would cause no substantial adverse change in the environment.
- A **potentially significant** (but mitigable) impact would have a substantial adverse impact on the environment but could be reduced to a less-than-significant level with mitigation.
- A **significant unavoidable** impact would cause a substantial adverse effect on the environment, and no feasible mitigation measures would be available to reduce the impact to a less-than-significant level.
- The term “**no impact**” was used when the topic area being discussed would not be adversely impacted by implementation of the General Plan.

The impact assessment provided in the document shall be divided into a number of individual impact statements that deal with specific topics. Following each impact statement shall be a discussion of the potential impact and the General Plan policies and implementation measures that help to mitigate this impact. The end of each discussion shall provide a statement on the level of the potential adverse impact.

Impact determinations shall be based on evaluation criteria drawn from adopted local, state, and/or federal policies, such as the current Humboldt County General Plan, the California Coastal Act, the Federal Endangered Species Act, and CEQA Guidelines (California Code of Regulations). The evaluation criteria, along with applicable policies, plans, codes, and regulations, shall be stated for all environmental issues analyzed in the EIR.

In the DEIR, impacts will be judged to be significant according to the following two tests:

- (1) If it can be fairly argued that the project's effects cross a threshold of significance for the categories covered in Appendix G to the CEQA Guidelines, then the effects will be described as significant.
- (2) If the project's effects are such as to appear significant in the professional judgment of the responsible preparer(s), then the effects will be described as significant.

Specific findings supporting each judgment of significance for CEQA documentation purposes will be included in the DEIR. In discussing the findings, the consultants will explain why the evidence presented in the DEIR leads to a finding of significance or a finding that a particular effect is not significant. If it is possible to interpret evidence according to more than one standard (for example, Level of Service vs Vehicle Miles Travelled), the DEIR will discuss each standard and the associated findings. In other words, both the analytical framework and the specific evidence used in determining significance will be presented in the DEIR.

Public Draft EIR

Following review of the consultant's draft sections by County staff including County Counsel and any other technical staff required to adequately review portions of the revised DEIR, modifications in the document may be needed to satisfy concerns which, in the independent judgment of the County, require additional work. The consultants will then incorporate necessary revisions in the revised DEIR text, figures, tables, and attachments.

Final EIR

During the 45-day public and agency review period, comments will be made regarding the revised DEIR's content and conclusions. Preparing a Final EIR (FEIR) requires a reasoned consideration of all substantive comments (i.e., comments that do not express a preference for or against the project, but which address real questions of potential environmental effect). The FEIR is composed of the revised DEIR, the comments and the responses, and a mitigation and monitoring plan. If a public hearing is held covering the project during the 45-day review period, the FEIR can address substantive comments from the hearing.

The following scope of services is required to assist in the preparation of the Final EIR:

- Receive written comments on those sections of the revised DEIR prepared by the consultant, either from County or directly (to be arranged).
- Prepare written responses to these written comments.
- Prepare revisions to the revised DEIR to be incorporated in the FEIR as deemed appropriate.

C. Schedule

Include a schedule in the proposal to reflect the time frame for completing specific milestones. The County is tentatively expected to review the revised DEIR sections at a public hearing in September, 2016.

IV. PROPOSALS

A. Approach and Scope

Describe the proposed approach and scope of work. Explain how the work product will meet project objectives.

B. Project Team

Identify the person to be designated project manager and give a summary of their background. The project manager shall be expected to be available for discussions with County staff. The Director of Planning and

Building and County Counsel shall approve any change in project manager.

Submit an organizational chart showing the name of the project manager and all other personnel and supporting staff to be assigned to the project. Those who are named must be those who participate in the work program. Indicate the anticipated total effort, expressed in percentages of person-hours to be provided by each member of the supporting professional staff.

C. Qualifications

Discuss overall qualifications of the firm. Include a brief description of the firm's philosophy, history, recent and relevant experience and organizational structure. Discuss how many similar projects your firm has completed within the last five years. Please provide resumes for each individual assigned to the project. Specific responsibilities of the project manager and other key personnel should be detailed.

D. Budget

Provide an itemized cost breakdown, indicating the total time and expenditures for each task in the scope of work. A total cost for the proposed scope of work, and the hourly rate and estimated number of hours for all personnel and support staff participating in the project shall be provided.

E. References

List three or more former clients for whom similar or comparable services have been performed. Include names, along with mailing address and telephone number of a principal representative. The former clients should be able to speak about their experience with the project manager and key team members.

F. Work Samples

Please provide a sample of similar work completed.

V. PROPOSAL SUBMITTAL

Questions regarding this project should be directed to Michael Richardson, Acting Supervising Planner, Planning and Building Department (707) 268-3723. Four hard copies and an electronic version of your firm's proposal must be post-marked no later than **May 15, 2016**.

Send proposals to:

County of Humboldt
Planning and Building Department
3015 "H" Street
Eureka, CA 95501
Attn: Michael Richardson

VI. EVALUATION, SELECTION AND INTERVIEWS

The Humboldt County Planning and Building Department and County Counsel's Office will evaluate each accepted proposal to determine adequacy. Candidate firms may be expected to participate in an interview in Eureka, California, prior to final selection.

VII. COMPENSATION

Funds to cover the cost of the consultants contract will be paid by the County from the trust fund for this project.

VIII. CONTRACT

The successful consultants will be required to enter into a standard contract with the County specifying the scope of service, completion schedule, and a mutually agreed upon schedule of payment. The consultants will be required to prepare a scope of work to be inserted into the contract as an attachment. A sample copy of the standard agreement is attached. Consultants are responsible for reviewing the terms of the contract.

COUNTY OF HUMBOLDT STANDARD AGREEMENT TERMS & CONDITIONS

The following terms and conditions are attached to and incorporated into the agreement between the County of Humboldt ("COUNTY") and CONTRACTOR for provision of basic services. In the event of a conflict between COUNTY'S standard terms and conditions as set forth below, and any other provision of the agreement, COUNTY'S standard terms and conditions shall control.

ENTIRETY OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

BINDING EFFECT

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

TERMINATION

If, in the opinion of COUNTY, CONTRACTOR fails to perform the services and/or supply the goods required under this Agreement or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

COMPENSATION

CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed \$ _____. The rates and costs shall be as set forth, attached hereto and incorporated herein by reference.

PAYMENT

CONTRACTOR shall submit an itemized invoice to the COUNTY. Payment will be made within thirty (30) days after receipt of the invoice or in accordance with any payment discount offered by CONTRACTOR.

NOTICE

Notices shall be given to COUNTY at the following address:

Humboldt County Purchasing Division
825 5th Street, Room 112
Eureka, CA 95501

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested to the respective CONTRACTOR or COUNTY. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

NON-DISCRIMINATION CLAUSE COMPLIANCE

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. This policy does not require the employment of unqualified persons.

HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.

COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act.

AMENDMENTS

No addition to, or alteration of, any term of this Agreement shall be valid unless made in writing and signed by both parties. The Humboldt County Board of Supervisors, COUNTY'S Purchasing Agent and/or his/her designee are the only authorized COUNTY representatives who may modify this Agreement.

ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in

violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

RELATIONSHIP OF PARTIES

It is understood that this is an agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

NUCLEAR FREE CLAUSE CERTIFICATION

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

CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, including, but not limited to other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance under this Agreement. CONTRACTOR further covenants that no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform COUNTY of all CONTRACTOR'S interests, if any, which are or may be perceived as incompatible with COUNTY'S interest.

JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

LICENSING AND PERMITS

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9, Division 3 of the Business and Professions Code. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Humboldt, and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

PUBLIC RECORDS

All proposals and materials submitted become the property of the COUNTY and are subject to disclosure under the Public Records Act, Government Code Sections 6250 *et seq.*

SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

TERMINATION FOR CONVENIENCE

At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective. Notice may be given as set forth in **NOTICE** listed above and/or in the attachment hereto and incorporated by reference.

ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including

reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

INSURANCE

This Agreement shall not be executed by COUNTY and CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the COUNTY Human Resources Risk Management office.

Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall and shall require any of its subcontractors to, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best's rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees or assignees:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of not less than one million dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned," "hired," and "non-owned" vehicles or coverage for "any auto."
3. Workers Compensation and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.
4. Insurance certificates shall be provided to and will be on record with:
County of Humboldt
Human Resources Risk Management
825 Fifth Street, Room 131
Eureka, CA 95501

Special Insurance Requirements - said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive General Liability Policy shall provide that COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the

scope of protection afforded to COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards."
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under **NOTICE**. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this project, CONTRACTOR'S insurance is primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
 5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.
- CONTRACTOR understands and agrees that all Contractor service agreements are subordinate to this Agreement and that all CONTRACTOR service agreements shall be deemed to incorporate all the terms and conditions of this Agreement. CONTRACTOR service agreements shall not be construed as amendments to this Agreement or as authority for CONTRACTOR to increase the price of any product or service or to modify any term or condition of this Agreement.

APPROVED AND EXECUTED:

Corporations require two corporate officer signatures; one signature from the Chair of the Board, President or Vice President and one signature from the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer.

BUSINESS NAME: _____

Authorized Signature
Chair of Board, President or Vice President

Date

Print Name

Title

COUNTY OF HUMBOLDT:

Authorized Signature

Date

Print Name

Title

Authorized Signature
Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date

Print Name

Title

APPROVED AS TO FORM:
COUNTY COUNSEL (STANDARD PREAPPROVED FORM) 11-23-15

APPROVED AS TO FORM:
RISK MANAGER (PRE-APPROVED FORM) 11-23-15

Humboldt County Travel Demand Model (HCTDM) and Model Data User Agreement (Including Confidentiality and Copyright Protections)

The following agreement is hereby entered by and between **California Department of Transportation, (DEPARTMENT)** and _____ (herein USER).

WHEREAS, USER desires to use the HCTDM for the purpose of:

NOW THEREFORE, California Department of Transportation, (DEPARTMENT), and USER mutually agree to the following terms and conditions.

1. This Agreement authorizes the use of the HCTDM in its electronic form, including program and model data files, by the USER.
2. The label "HCTDM" shall only be used as a label on model data files, both electronically and on documentation, that are incorporated into the HCTDM master copy.
3. Any output, model data files, both electronically or on documentation, from any version of the HCTDM other than the master copy shall not be labeled as "HCTDM."
4. The HCTDM held by DEPARTMENT is the original, master copy. Any copies of the HCTDM shall be considered working copies. Any modifications to the working copies must be disclosed to DEPARTMENT prior to such working copies being used for analysis, presentations, etc.
5. USER agrees to hold the HCTDM in trust and confidence and agrees that it shall be used only in connection with the aforementioned purpose, and shall not be used for any other purpose or be disclosed to any third party, without the express prior written authorization of DEPARTMENT.
6. At the conclusion of the proposed purposes for which the HCTDM was furnished, or upon demand by the DEPARTMENT, in its sole discretion with or without cause, the HCTDM shall be returned to DEPARTMENT, including any copies and reproductions. Moreover, USER shall completely and permanently delete the HCTDM and all associated data and information from its system, unless otherwise agreed to in writing by DEPARTMENT. DEPARTMENT at its sole discretion, may demand that all written notes, photographs, sketches, models, or memoranda which were developed or derived from or reflect information obtained from the HCTDM be turned over to the DEPARTMENT.
7. The USER shall deliver forthwith to DEPARTMENT any and all modifications, additions or updates the USER makes to the HCTDM, including source code, electronic files, and model results and shall grant DEPARTMENT a perpetual, royalty free license, to use, reproduce, and modify that information.
8. It is understood and agreed to by the USER that the HCTDM is confidential, privileged, protected, or exempted from public inspection under Federal, State and local laws. By making the HCTDM available to the USER, DEPARTMENT does not thereby waive or relinquish any rights to assert such confidentiality, privilege, protection, and exemption now or in the future, including but not limited to those exemptions set forth in California Government Code sections 6254, 6254.5, or other similar provisions of law. DEPARTMENT shall have no obligation under this Agreement with respect to any part of the HCTDM that is or becomes publicly available without breach of this Agreement by USER; is rightfully received by USER without obligations of confidentiality; or is developed by USER without breach of this Agreement.
9. All of the information provided to USER under this Agreement, including but not limited to that contained in records, writings and documents, whether in hard copy or electronic format, shall be properly safeguarded and protected by USER, its employees and agents, from unauthorized viewing, use and disclosure. USER and its employees and agents may be held civilly and criminally liable under State and Federal laws for breach of this provision. USER shall designate a person responsible for the security and confidentiality of the information provided by DEPARTMENT, and will immediately notify DEPARTMENT in writing of such designee, and any designee changes.
10. If any of the HCTDM, in whole or in part, is deemed to be public record by law, by court or governmental order to be disclosed, USER shall give DEPARTMENT prompt written notice thereof so that DEPARTMENT may seek a protective

order or other appropriate remedy prior to such disclosure and provide full and complete cooperation to USER in seeking such order or remedy.

11. The HCTDM is protected by copyright and/or other intellectual property laws. The HCTDM shall not be copied or reproduced (including but not limited to paper copies and electronically formatted copies), or altered in any form without the express prior written authorization of DEPARTMENT.

12. USER acknowledges that the HCTDM is proprietary property of the DEPARTMENT and that the DEPARTMENT retains all rights, title, and interests in the HCTDM, including all copyrights as well as any additional intellectual property rights as may exist in the HCTDM. USER must retain all copyright notices and any other proprietary notices on any permitted copies and/or reproductions of the HCTDM. USER shall not remove any trademark, copyright or other proprietary notices on the HCTDM or on any materials provided by the DEPARTMENT.

13. The HCTDM was developed for the purpose of use by Humboldt County member agencies for transportation planning activities. The HCTDM is provided "As Is" or "As Available" with no warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The DEPARTMENT shall not be liable for any special, incidental or consequential damages, including without limitation, loss of revenues, loss of profits, or loss of prospective economic advantage, resulting from the use or misuse of the HCTDM, even if the DEPARTMENT has been advised of the possibility of such damages, or for any claim by another party. The DEPARTMENT assumes no responsibility whatsoever with respect to the completeness, sufficiency, accuracy, or interpretations set forth therein of any plans, documents or data that is provided pursuant to this Agreement. In addition, there is no warranty or guarantee, either express or implied, that the conditions indicated by such documents are representative of the actual existing site conditions or future as-built conditions of the subject location.

14. By accepting and using the HCTDM, USER agrees to indemnify, defend, and hold the DEPARTMENT, its directors, officers, employees, or agents harmless from and against any claims, damages, losses, liabilities, and costs relating in any manner, directly or indirectly, to the use of the HCTDM furnished by the DEPARTMENT pursuant to this Agreement.

15. With respect to any and all third party claims USER further waives any and all rights to any type of express or implied indemnity against the DEPARTMENT, its directors, officers, employees or agents.

16. In the event that a suit is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs.

17. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

USER (Signature)

DEPARTMENT (Signature)

Printed Name

Printed Name

Title

Title

Date

Date