

**COMMISSIONERS**

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Humboldt Bay Harbor,  
 Recreation and Conservation District  
 (707) 443-0801  
 P.O. Box 1030  
 Eureka, California 95502-1030



## REQUEST FOR QUALIFICATIONS REDWOOD MARINE TERMINAL I BROWNFIELDS ASSESSMENT (funded by EPA, BF 98T67701)

The Humboldt Bay Harbor, Recreation & Conservation District (District) has been awarded a Brownfields Assessment Grant from the U.S. Environmental Protection Agency (EPA). Grant funds will be used in the decision-making process to conduct Phase I and Phase II Environmental Site Assessments (ESAs), and cleanup planning of assessed Brownfield properties. The District is seeking professional services from qualified and experienced Environmental Engineering Consultants to assist with project implementation, work plan administration, and execution of this grant.

This solicitation is being issued in compliance with Federal procurement standards outlined in Code of Federal Regulations (CFR) §200.318 - CFR §200.325 that are applicable to hiring of consulting firms or individuals to assist with grants awarded by the EPA. Statements of Qualifications from firms for this grant funded project to complete Brownfields Assessment activities are presented below. The District recognizes that the consultant may utilize sub-consultants and/or approach the project as a team with other firms; however, the District will contract with one (1) firm that will act as the lead for the project to fulfill the grant obligations with the EPA.

### 1. CRITICAL DATES

Activity	DATE	DAYS SINCE RFQ RELEASE
<b>Announcement and Release of Request for Qualifications (RFQ)</b>	<b>1/29/25</b>	<b>0</b>
OPTIONAL: Non-mandatory fully virtual Q&A meeting with prospective proposers	2/11/25	13
OPTIONAL: Non-mandatory site-visit and Q&A meeting with prospective proposers	2/11/25	13
Questions due from prospective proposers. No questions will be accepted after this date	2/14/25	16
Addendum #1 posted to address questions posed by prospective proposers.	2/18/25	20
<b>Statements of Qualifications due by 4 p.m.</b>	<b>2/28/25</b>	<b>30</b>
Notification of Firms selected for interviews by District and Advisory Panel	3/3/25	33
Proposer Interviews	3/6/25	36
Staff Report issued to District Board of Commissioner's with recommended firm	3/7/25	37
District Board of Commissioner's monthly meeting in which the firm will be selected	3/13/25	43
<b>Anticipated date in which the consulting firm contract is to be signed</b>	<b>3/24/25</b>	<b>54</b>

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## 2. INSTRUCTIONS FOR SUBMITTING PROPOSALS

**Submittal Requirements:** Statement of Qualifications (SOQs) must be submitted electronically (.pdf) to Mindy Hiley, Director of Administrative Services; [mhiley@humboldtbay.org](mailto:mhiley@humboldtbay.org). Submitted SOQs must include the RFQ title in the email subject line. The submitter is responsible to ensure that they receive email confirmation that their proposal has been received.

**Late Submittals:** SOQs received after the time and date stated in the Critical Dates table on Page 1 will not be accepted or considered.

## 3. HOW TO OBTAIN PROPOSAL DOCUMENTS

Copies of the solicitation and attachments may be obtained at:

Humboldt Bay Harbor, Recreation, and Conservation District, 601 Startare Drive, Eureka, CA 95521

or

[www.humboldtbay.org](http://www.humboldtbay.org)

## 4. REGISTERED INTERESTED PARTIES LIST

Following release of the RFQ, entities considering submitting their qualifications for the project are advised to notify the District of their interest. The District will register each interested party to a "Registered Interested Parties List." The District will provide email notifications of RFQ addendums to entities on this list. The District will provide the scheduled Addendum #1 to the Interested Parties List on the date presented in the Critical Dates table on Page 1.

## 5. QUESTIONS ABOUT THE SOLICITATION

Questions must be submitted in writing by email as follows:

**Contact:** Mindy Hiley; [mhiley@humboldtbay.org](mailto:mhiley@humboldtbay.org)

**Questions Due Date:** See Critical Dates table on Page 1.

Please submit questions as soon as possible. No questions regarding this solicitation will be responded to if received after the date listed in the table above. The District will respond to all questions in a publicly available Addendum #1 to the RFQ on the date listed in the table above. All pertinent questions will be responded to. The Addendum #1, including questions and responses, will be made available on the Harbor District's website ([www.humboldtbay.org](http://www.humboldtbay.org)). Addendum #1 will also be emailed to the Registered Interested Parties List.

Once the solicitation is issued, and until a recommendation for selection is made to the Harbor District Board of Commissioners, each Proposer and its representatives, agents, and affiliates, shall not contact members of the evaluation committee, District staff, District consultants, or the District Board to discuss or ask questions about the contents of this solicitation or the selection process. All questions shall be submitted in writing as described above. Inappropriate contacts may result in the Proposer's disqualification.



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## 6. FULL OPPORTUNITY

The District's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. The successful Respondent shall comply with the District's non-discrimination policy. The District reserves the right to reject any or all Statements of Qualifications, to waive any irregularities or informalities not affected by law, to evaluate the Statements of Qualifications submitted and to select the respondent according to the Statement of Qualifications which best serves the interests of the District.

## 7. DEFINITION OF TERMS AND PROJECT OVERVIEW

### a. Definition of Terms:

**Consultant** – A qualified environmental professional (QEP) selected by the District (through this RFQ) to complete the "Brownfields Assessment Project" as defined below. While the Consultant may consist of a group of consultants proposing as a unified team, the District expects that such a team will be led by one firm that is acting as Prime Consultant and that will serve as the District's primary point of contact for the consulting team/group.

**District** – The Humboldt Bay Harbor, Recreation and Conservation District. Also known as the Humboldt Bay Port Authority.

**Phase I ESA** – Completion of document according to ASTM-International (ASTM) standards (E1527) that provides a site history with Recognized Environmental Concerns (RECs). Portions of the Project site have undergone the Phase I ESA process through EPA grant funding as part of a Targeted Brownfields Assessment (TBA) that will not be reassessed. A Phase I ESA will be required as part of this assessment grant for five (5) remaining parcels on the Project site.

**Phase II ESA** – A completed project produced to industry standards for work which will comply with EPA's All Appropriate Inquiries (AAI) Final Rule and ASTM E1527-13 guidelines.

**Project Scope** – The services called for in this RFQ. This will consist of document preparation and activities associated with Phase I ESA, Phase II ESA, Remediation Planning, Agency reporting, required permitting, and cultural monitoring as necessary,

**Project Area** – The approximately 270-acre site with upland industrial areas and nearshore tidelands is known as Redwood Marine Terminal I (RMT I) that is located adjacent to the east and southeast of the Town of Samoa in Humboldt County, California, including the tidal waters and submerged lands of Humboldt Bay adjacent to the above listed parcels. The Project Area location and site plan with APNs are provided in Attachment A.

**Remediation Planning** – Following completion of the "Phase II ESAs," and availability of sufficient assessment grant funding, the work will include preparation of an Analysis of Brownfields Cleanup Alternatives (ABCA) and Corrective Action Plan (CAP) for impacted areas of the site.



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**b. Possible Contract Extensions Beyond “Phase II ESAs”**

Through this RFQ, the District proposes to negotiate with the Consultant to complete remediation analysis and planning for project area sites if necessary. To complete the Remediation Planning, Consultant will build upon the materials already completed in the Phase II ESA report and prepare the ABCA. Upon regulatory approval of the recommended corrective action, the consultant will prepare the CAP. Implementation of remediation at the project site will be funded through a separate grant awarded to the District.

The purpose of this RFQ is to recruit and select a qualified Consultant to investigate site conditions and to prepare the ABCA. The selected Consultant will ideally be qualified to also complete cleanup design and potentially construction management in the future. Following completion of the Phase II ESA, remediation design, the District could extend the Consultant’s contract to subsequently conduct the Remediation implementation for the Project.

**c. Project Overview**

The assessment site is Redwood Marine Terminal I (RMT I) located in Samoa, California, on a spit separating Humboldt Bay from the Pacific Ocean in Humboldt County. The RMT I area was developed as a major lumber mill and shipping facility from the late 1800s through the 1990s. Historical operations at the RMT I site are known to have impacted soil and groundwater with hazardous substances. Documentation reviewed for the priority Brownfields site showed most of the known impacts from historical operations have been investigated and closed under regulatory oversight. However, the nature and extent of hazardous substances remaining on the subject parcels are not known at this time and will require further site review and characterization prior to redevelopment and may require corrective action.

The focus of this Brownfields assessment will include but not be limited to investigating operations associated with a former planer mill that treated wood, the Hammond Mill operation of a conical-shaped burner, petroleum storage areas, and the impacts from fill placement. Large portions of the project area remain vacant and unused; part of the site is still used for timber storage. This Brownfields site is large and often has multiple REC—including aging and dangerous structures, failing infrastructure, and hazardous materials—and that are now idle or underutilized. This Brownfield assessment focuses on 10 parcels and nearshore tidelands comprising approximately 270 acres. Includes 10 Assessor’s Parcel Numbers (APNs) 401-031-040, -054, -061, -071, -078, -083, 401-112-011, -013, -024, -029. The upland area consists of nine parcels of approximately 182 acres, and the nearshore tidal area is approximately 88 acres in size and extends the length of the planned RMT I redevelopment area.

Two Phase I ESAs were completed in June 2022 for five (5) of the ten parcels in the project area and will not be required as part of the Brownfields Assessment work scope. Phase II ESAs will be required for the remaining five (5) parcels in the project area. Pending the discovery of additional RECs, Sampling and Analysis Plans (SAP) will be prepared by a Qualified Environmental Professional (QEP) and will be reviewed and approved by the North Coast Regional Water Quality Control Board (RWQCB) and EPA. Thus far, up to four Phase II ESA SAPs have been tentatively identified in the redevelopment area that include: the former Samoa Planer Mill, former Hammond Lumber Mill, fuel storage areas, and areas of fill.



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This Brownfields assessment and subsequent clean-up of identified contaminants are critical to site redevelopment into a multi-purpose port to support offshore wind energy. The District continues to prepare RMT I and adjacent areas on the Samoa Peninsula for the construction of a multi-purpose dock and associated upland support facilities, with offshore wind energy as the anchor tenant.

#### **d. Products Completed to Date**

The following technical documents have been prepared, and the District anticipates they will be available by the time the contract for this work is signed. These documents are not available during the RFQ period:

- Preliminary Assessment of Environmental Conditions
- Preliminary Archeological Investigation Report
- Sediment Sampling and Analysis Plan Strategic Memorandum
- Phase I ESAs for District and Samoa Pacific owned parcels

### **8. SCOPE OF WORK**

The District will be selecting the most qualified consultant to complete the following general scope of work. The final scope of work, schedule, and budget will be determined during the contract negotiation period using the provided Fee Schedule. The District will have final approval authority over all work products produced by the Consultant.

This assessment grant will be used to assess historical operations, investigate soil and shallow groundwater impacted by the use of hazardous substances, and an evaluation of remediation alternatives for the former mill site with the preferred cleanup method developed for future implementation if necessary.

#### **TASK 1: OVERALL PROJECT MANAGEMENT**

##### **Project Management and Recurring PM Meetings**

The selected Consultant will establish a Project Manager to serve as the primary point of contact in all communications with District staff, regulatory agencies, and other stakeholders as designated by staff. This task is the overall management and implementation of the grant by the consultant and will run the duration of the project (1.5 years). Community involvement will be a part of this Grant and will take place throughout the proposed one and one half-year project term. The Consultant PM will consult, communicate, and meet with District staff as often as necessary to verify, refine, and complete the project requirements and review the progress of the project.

Under the direction of and with the participation of District staff, Consultant will initiate consultation with responsible agencies. Consultant will develop and maintain a project schedule and provide status reports via conference calls or remote meetings on a regular recurring basis, no less than monthly. Consultant will attend a Kickoff Meeting to present the project approach. This meeting is likely to consist of a two-hour meeting. The District will provide feedback, answer questions, and ask questions. The District and Consultant will establish communication protocols.



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## **TASK 2: PHASE I ENVIRONMENTAL SITE ASSESSMENT**

### **Task Description**

The Consultant will review the completed June 2022 Phase I ESAs for five (5) parcels in the project area, complete two additional Phase I ESAs for five (5) remaining parcels (separated by ownership), and conduct a thorough review of any other existing relevant literature and studies the consultant deems relevant. This may also include site tours and further interviews.

The selected qualified Consultant will perform the work, which will comply with EPA's AAI Final Rule and ASTM E1527-13 guidelines. Consultant will prepare **draft and final** reports and provide information necessary for preparation of Property Profile Forms. Final reports will elaborate the need for further action, including recommended Phase II ESAs as appropriate.

### **Deliverables**

Document deliverables to include:

- Phase I ESA Reports (2)
- Property profile Forms for all project parcels (10 total)
- Memorandum summarizing Project Area conditions with Phase II ESA recommendations

## **TASK 3: PHASE II ENVIRONMENTAL SITE ASSESSMENT**

### **Task Description**

Based on Phase I ESA recommendations and pending the discovery of additional RECs, the District anticipates four (4) Phase II ESAs will be conducted on sites to be selected by the District in consultation with the Brownfields Stakeholders. The selected qualified Consultant will perform the work, which will comply with EPA's AAI Final Rule and ASTM E1527-13 guidelines. Upon receipt of Site Assessment work plan approval, and prior to earth disturbing sampling procedures, the Consultant will contract with a Tribal Historic Preservation Office to provide cultural monitors for cultural resources protection.

Consultant will be responsible for submitting to the RWQCB and the EPA for approval a Quality Assurance Project Plan (QAPP), Health and Safety Plan (H&SP), and Unanticipated Discovery Plan (UDP) prior to commencement of work at the site. Only one overall project guidance document containing the QAPP, H&S plan and UDP will be required for the project. The Phase II ESA SAPs shall be specific to each area of investigation. Consultant will prepare **draft and final** versions of all Phase II ESA documents requested.

The Consultant will retain necessary subcontractor services to implement Phase II ESAs per ASTM standards. This work is anticipated to include acquiring necessary permits, site clearance, sample collection and testing, subsurface investigation through drilling or excavation methods, and cultural monitoring. Following the completion of field investigation activities, a report of findings summarizing activities and results will be submitted to the EPA and RWQCB.

### **Deliverables**

Document deliverables include:



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- Project QAPP, H&S Plan and UDP
- Phase II ESA SAP (4 total)
- Phase II ESA Report of Findings (4 total)

## **TASK 4: REMEDIATION PLANNING**

### **Task Description**

Following completion of the Phase II ESAs and If necessary, the Consultant will prepare Cleanup and End Use Planning Task activities that may include additional SAPs needed for cleanup alternatives analysis and the development of a corrective action plan. Tasks will involve correspondence with EPA, RWQCB, and Stakeholders to ensure the collaborative development of an acceptable cleanup plan.

### **Deliverables**

Document deliverables may include:

- Additional SAP Addendums
- Analysis of Brownfields Cleanup Alternatives (ABCA)
- Corrective Action Plan (CAP)

## **9. OPTIONAL SITE VISITS**

The District will host one optional site visit to allow potential respondents an opportunity to review the project site in person and pose questions regarding the project. All questions received during the optional site visit will be noted, with questions and responses distributed via addendum to this RFQ following each site visit. The specific time and meeting location for the site visit will be posted on the District website and distributed via email to all parties who have registered as “Interested Parties” related to this RFQ. The site visit is optional and submittals from respondents who did not attend the site visit will be accepted in writing.

## **10. SUBMISSION REQUIREMENTS**

Statements of Qualifications must follow the format outlined below. The District may reject as non-responsive at its sole discretion any submittal that does not provide complete and/or adequate responses or departs in any way from the required format. Failure to respond to these requirements may result in the proposal being considered non-responsive and rejected from consideration.

### **a. Required Format**

Statements of Qualification shall not be longer than 50 PDF pages. Firms are encouraged to keep proposals concise; SOQs under 40 pages are encouraged. The term “page” means one side of one 8½-by-11-inch piece of paper or one 8½-by-11-inch PDF page. Firm/team resumes will not be included in the final page count. Supplemental materials not requested in this RFQ, such as brochures and promotional materials, will not be reviewed.

### **b. Required Content**

The proposer must include the following items. SOQs shall be organized in the order shown below:





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**1. Cover Letter (2 pages maximum)**

Provide an introduction letter summarizing the qualifications of your firm/team to meet the needs of this project. Include company name and business address as well as email address and telephone numbers for key contacts. The letter must be signed by an individual/member of the organization who has the authority to offer, negotiate, and execute contracts on behalf of the firm. Respondents should confirm receipt of all addenda in the cover letter.

*Scoring: Pass/Fail. Firms that provide a cover letter will pass and will be evaluated according to the other criteria in this section. Firms that fail to provide a cover letter will fail, and the overall SOQ will be rejected.*

**2. Qualifications and Experience**

- a) Provide an overall organization chart for the proposed project team.
- b) Identify proposed firm/team, including a description of all key team members, including any key subconsultant team members. Identify project manager and anticipated key team members roles and responsibilities. Include resumes of key team members as an Attachment to the SOQ. Resumes will not be included in the page maximum for this section.
- c) Provide information about your team's knowledge and experience with EPA Brownfields Assessment Grants, including descriptions of relevant project experience related to site investigations.
- d) Provide a brief description of at least three (3) reference projects that your firm has completed in the last five (5) years and that demonstrate the firm's experience in completing projects of this nature.
- e) Provide a list of at least three (3) references (names, current phone numbers, and email) for relevant recent work. References should be able to describe the qualifications and capabilities of team members looking to take leading roles and of the firm(s).
- f) List any experience working successfully with local oversight agencies such as the Regional Water Quality Control Board.
- g) List sub-consultant information.

*Scoring: Up to 40 points will be awarded for Qualifications and Experience. Firms must clearly demonstrate relevant experience of delivering projects of similar scale and scope.*

**3. Project Understanding and Approach**

- a) Summarize the firms general understanding of the overall project, including an understanding the District's goals, priorities, and objectives.
- b) Describe the firm's approach to completing the tasks described in the Scope of Work.
- c) Identify the most significant challenges you anticipate the project will face and your strategy for navigating and resolving these challenges.
  - i. If deemed necessary or prudent, include tasks that will be required for project development that are not clearly defined in this document. Describe the project deliverables for the project and how they will be used for permitting and project design.





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*Scoring: Up to 35 points will be awarded for Project Understanding and Approach.*

**4. Commitment to Schedule**

- a. Consultant must submit a written commitment to the following schedule:
  - i. Task 1 for duration of project through end of Q 6.
  - ii. Task 2 must be completed by the end of Q 1.
  - iii. The 3 must be completed by the end of Q 4.
  - iv. Task 4 must be completed by the end of Q 6.
- b. Discuss your firm's experience and strategies with advancing complex schedules on projects similar to this. Provide examples, strategies, and other details.

*Scoring: Up to 10 points will be awarded for Proposed Schedule.*

**5. Cost Control Methodology**

- a. Describe the firm's approach to managing the project budget over the total life of the project and achieving cost control. The District expects to fund the entirety of this project with assessment grant funding and will have no flexibility to absorb cost overruns. Identify strategies for managing the overall project budget and achieving cost efficiencies through sequencing of work, project management techniques, new technology, or proprietary methods.

*Scoring: Up to 5 points will be awarded for Cost Control Methodology.*

**6. Local Teaming Partners**

- a. The District seeks to support and advance local Humboldt County-based firms. Thus, the District will award points to teams that include local staff from firms with a permanent presence in Humboldt County.

*Scoring: Up to 10 points will be awarded for local teaming partners.*

**7. Evaluation of Standard District Contract**

- a. See attached for a copy of a standard District contract in Attachment B.
- b. Provide a statement confirming that a qualified individual within the firm that is authorized to sign contracts has evaluated the District's standard contract.
- c. If applicable, also provide a list of exceptions and/or questions that the firm will be likely to request during contract negotiations. If no such exceptions will be requested, then indicate such.

*Scoring: Pass/Fail. Firms that provide a statement confirming evaluation and/or provide a list of requested exceptions will pass and will be evaluated according to the other criteria in this section. Firms that fail to provide such a statement and/or list will fail and the overall SOQ will be rejected.*



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8. Fee Schedule

- a. Respondents should provide a basic estimate of the total person-hours expected to perform each task required by the RFQ, and a listing of all employees and professionals, including Sub-consultants (if any) to be assigned to the tasks. Each Respondent shall include a fee schedule in a **separate sealed envelope** with the Proposal. The fee schedule shall be itemized and presented in a clear and precise manner for each requested element, and all other costs that may be applicable to any necessary extra services. Consultant shall provide a table format of tasks and organization of labor hours for each project team member. Identify the hourly rate of each team member and their subtotal hours for the entire project. A subtotal of all labor expended per task of the Scope shall also be provided.

## 11. CONSULTANT EVALUATION AND AWARD

An Evaluation Committee will be formed by the District to review all SOQs received. The Evaluation Committee will be comprised of District Staff and may also include personnel outside of the District. The Evaluation Committee will review all complete proposals submitted on time. Any proposals from consultants or consultant teams who cannot readily demonstrate adequate experience, qualifications, and capacity will be considered non-respondent and will not receive a full review. Following the threshold review, the committee will then evaluate the SOQs and evaluate based largely on the following criteria:

- I. Cover Letter (Pass/Fail)
- II. Qualifications and Experience (40%)
- III. Project Understanding and Approach (35%)
- IV. Commitment to Schedule (10%)
- V. Effective Cost Containment Methodology (5%)
- VI. Local Teaming Partners (10%)
- VII. Evaluation of Standard District Contract (Pass/Fail)
- VIII. Disadvantaged Business Enterprise (DBE) (up to 10% bonus points)

Following the review and evaluation of SOQs received, the Evaluation Committee will present the evaluation results to the District Board's Subcommittee, which may join the Evaluation Committee to interview the top two to three respondents. The Evaluation Committee will then make a recommendation to the full Board of Commissioners. The Board of Commissioners will select and announce the winning firm in a public meeting. The Board of Commissioners reserves the right to select the firm or team that best serves the interests and goals of the District, regardless of the overall points awarded by and/or recommendations made by the Evaluation Committee.

Following award announcement by the Board of Commissioners, the District will attempt to negotiate a contract with the selected Proposer. If the District is unable to do so, negotiation with that Proposer will be terminated and the matter will be brought back before the Board of Commissioners for selection of a new winning firm. Negotiations will then proceed in the same manner with the other Proposers in order of Board preference.



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The District reserves the right to modify or terminate this solicitation at any stage if the District determines such action to be in its best interest. The receipt of statements of qualification or other documents at any stage of the process will in no way obligate the District to enter any contract of any kind with any party.

The District and its advisors are not responsible for costs or damages incurred by proposers, shortlisted proposers, teams, team members, subcontractors or other interested persons in connection with this solicitation process, including all costs associated with preparing responses to this solicitation, and of undertaking due diligence and participating in any conferences, meetings, presentations, negotiations or other activities.

## 12. PREVAILING WAGE REQUIREMENTS

Some components of the work to be completed, such as field work in support of data collection or the generation of special studies may be subject to State and Federal prevailing wage and labor standards. The selected firm will be responsible for complying with these and all other District and grant funder requirements.

## 13. REJECTION OF SUBMITTALS

SOQs may be rejected if they show any alterations of form, additions not called for, erasures, or irregularities of any kind. The District reserves the right to reject any and/or all SOQs.

## 14. WITHDRAWAL OF SUBMITTALS

Any SOQ may be withdrawn at any time prior to the submittal deadline provided that a request in writing, executed by the Proposer or his duly authorized representative, for the withdrawal of such Statement of Qualifications is filed with the Humboldt Bay Harbor, Recreation and Conservation District. The withdrawal of a Statement of Qualifications will not prejudice the right of the Proposer to file a new Statement of Qualifications.

## 15. DISQUALIFICATION OF SUBMITTALS

More than one Statement of Qualifications from an individual, firm, partnership, or corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Statement of Qualifications for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among Proposers, none of the participants in such collusion will be considered in future solicitations.

## 16. ADDENDA

The Harbor District reserves the right to issue addenda to this RFQ as necessary in order to provide additional information, respond to questions, or modify any component of the RFQ, at the Harbor District's Discretion. All addenda will be posted online at the Harbor District website alongside this RFQ and provided via email to all registered interested parties.



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Respondents should confirm receipt of all addenda to this RFQ in their Statement of Qualifications via a statement confirming the total number of addenda received in the cover letter.

## 17. ATTACHMENTS

The District strongly encourages interested parties to thoroughly review the following attachments and links:

**ATTACHMENTS:**

- A. Project Figures
- B. Standard District Contract

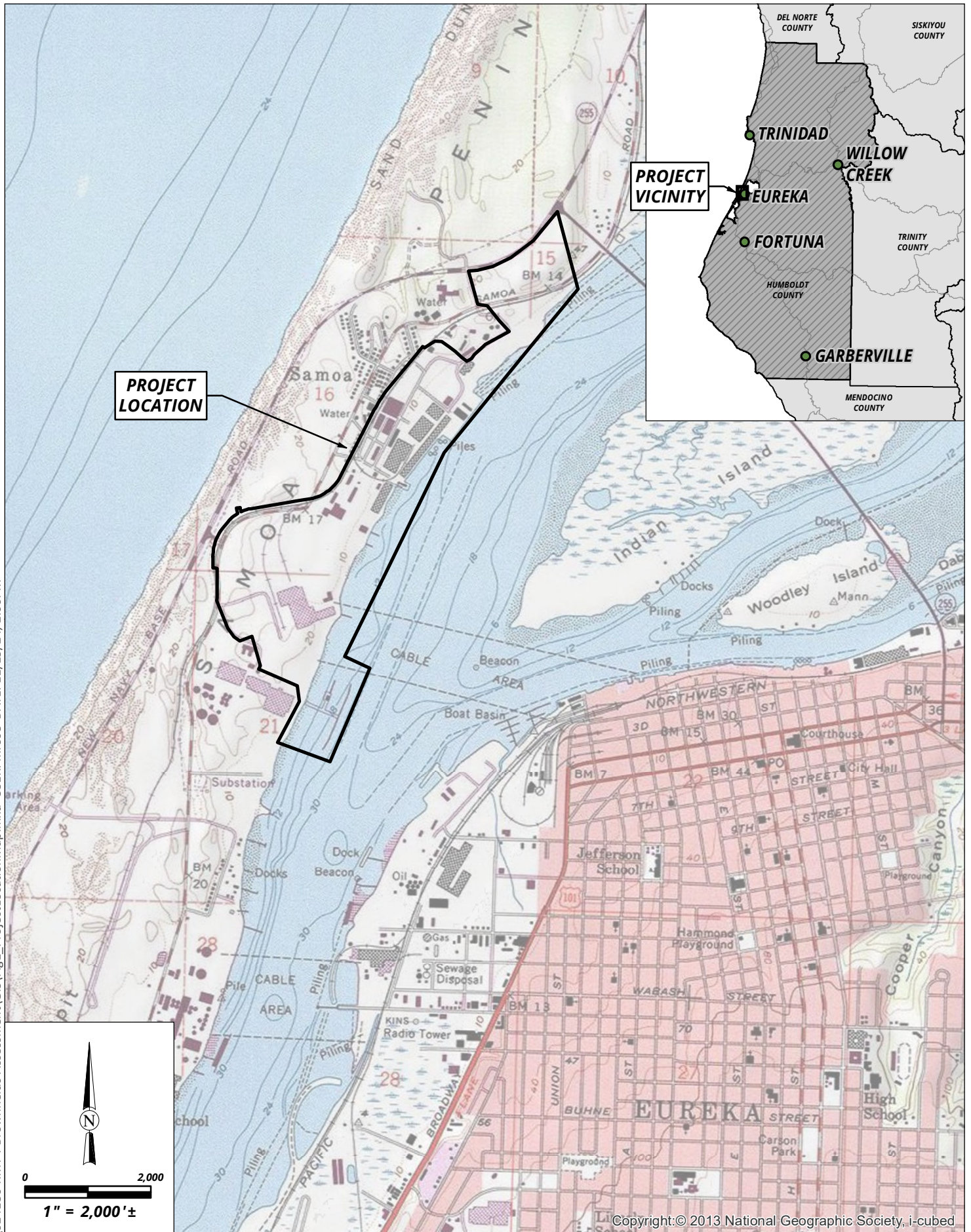


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Attachment A. Project Figures







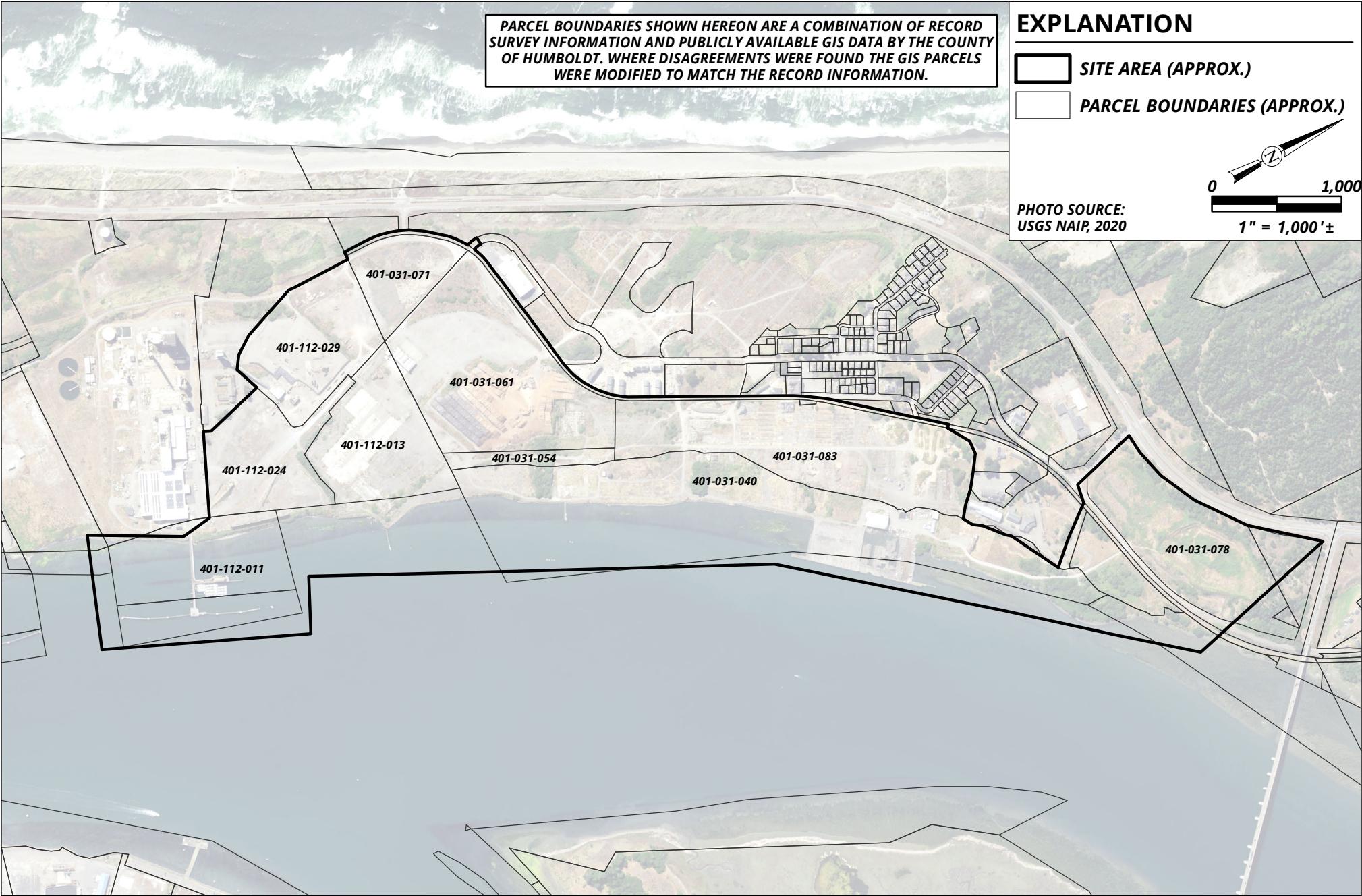
Humboldt Bay Harbor, Rec., & Cons. District  
RMT-1 Brownfields Assessment  
Eureka, California

Project Location Map Figure

November 2024 - 024186

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Attachment B. Standard District Contract



**HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT  
SERVICE PROVIDER AGREEMENT WITH**

This Agreement is effective \_\_\_\_\_ 20\_\_ between the Humboldt Bay Harbor, Recreation and Conservation District, a Special District of the State of California (referred to as "District"), \_\_\_\_\_ (referred to as "Service Provider").

1. Scope of Services: Service Provider agrees to perform services as set out in Exhibit A, "Scope of Work and Compensation" attached hereto and incorporated herein ("Services"), described briefly as \_\_\_\_\_. No purchase orders for this work will be issued without a valid Agreement.
2. Standards of Performance:
  - A. *Standard of Care.* The standard of care for all professional services performed or furnished by Service Provider under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
  - B. *Accuracy of Services.* District shall not be responsible for discovering deficiencies in the technical accuracy of Service Provider's Services. Service Provider shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in District-furnished information.
3. Compensation for Services, Payment:
  - A. *Compensation.* District shall pay Service Provider as set forth in Exhibit A, not to exceed \$\_\_\_\_\_ per annum.
  - B. *Preparation and Submittal of Invoices.* Service Provider shall prepare and submit its invoices to District no more than once per month and no later than the 15th day of each month.
  - C. *Payments.* All reasonable efforts will be made by District to pay undisputed invoices within 30 days of receipt. If District contests an invoice, District may withhold that portion so contested and pay the undisputed portion.
  - D. *Withholding Of Payment.* The District may withhold all or any portion of the funds provided for by this Agreement in the event that the Service Provider has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Service Provider fails to maintain reasonable progress toward completion of the Services or any component thereof.
4. Commencement, Completion:
  - A. *Commencement.* Services of Service Provider shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until \_\_\_\_\_. No work, services, material or equipment shall be performed or furnished under this Agreement until the District has delivered a fully executed Agreement to the Service Provider. A signed Agreement is considered notice to proceed.
  - B. *Time for Completion.* Service Provider shall complete Services as set forth in Exhibit A. If District authorizes changes in the scope, extent, or character of the Services, then the time for completion of Service Provider's services, and the rates and amounts of Service Provider's compensation, shall be adjusted equitably. If Service Provider fails, through its own fault, to complete the performance

required in this Agreement within the time set forth, then District shall be entitled to the recovery of proximate damages resulting from such failure.

C. *Suspension and Termination.*

- 1) *Suspension.* District may suspend the Services upon five days written notice to Service Provider.
- 2) *Termination.* The obligation to provide further Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

D. *Payments Upon Termination.* In the event of any termination under this Section 4, Service Provider will be entitled to invoice the District and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

5. Independent Contractor: Service Provider, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the District. Service Provider is not to be considered an agent or employee of the District. Service Provider agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.
6. Insurance: All Work shall be performed entirely at the Service Provider's risk. Prior to the beginning of and throughout the duration of the Work, Service Provider shall procure and maintain for the duration of the contract, and for a minimum of five (5) years after completion of all Work, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Service Provider, his agents, representatives, employees, or subcontractors. All insurance carriers shall be admitted in the state of California and have an A.M. Best's rating of A- or better and minimum financial size VII. Coverage shall be at least as broad as the following minimum limits:
  - A. *Commercial General Liability:* Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the District shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
  - B. *Automobile Insurance:* ISO Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident for bodily injury and property damage. If Service Provider or Service Provider's employees will use personal autos on this project, Service Provider shall provide evidence of personal auto liability coverage for each such person
  - C. *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease
  - D. *Excess or Umbrella Liability Insurance (Over Primary):* if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies

shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. The policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Service Provider, sub-contractors or others involved in performing services under this Agreement. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein.

*E. General Conditions Pertaining to Insurance:*

- (1) Service Provider shall have its insurer endorse the third-party general liability coverage to include as additional insureds the District, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Service Provider’s policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the District. Service Provider’s policy shall not seek contribution from the District’s insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
- (2) It is a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- (3) All self-insured retentions (SIR) must be disclosed to the District for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the District.
- (4) The District reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the District’s right.
- (5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the District.
- (6) Service Provider agrees to waive subrogation rights against the District regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.
- (7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Service Provider’s general liability policy, shall be delivered to the District at or prior to the execution of the Contract.
- (8) All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Service Provider shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the District’s protection without the District’s prior written consent.
- (9) The District reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Service Provider ninety (90) days advance written notice of

such change. If such change results in substantial additional cost to the Service Provider, the District will negotiate additional compensation proportional to the increased benefit to the District.

- 10) In the event Service Provider fails to obtain or maintain completed operations coverage as required by this Contract, the District at its sole discretion may purchase the coverage required and the cost will be paid by Service Provider.

7. Indemnity: When the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless District and any and all of its boards (including the council, boards, commissions, committees and task forces), 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 Service Provider, its officers, agents, employees or any entity or individual for which Service Provider shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless District, and any all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-Service Providers of Service Provider.

8. Subcontracting: No services covered by the Agreement shall be subcontracted without the prior written consent of the District. Service Provider shall furnish separate insurance certificates and endorsements for each subcontractor having received consent by the District in the amounts specified in Section 4 of this Agreement.
9. Registration with Department of Industrial Relations: If the tasks performed by the Service Provider require prevailing wage, the Service Provider shall be currently registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5.
10. Permits and Licenses: Prior to execution of the Agreement the Service Provider shall obtain and maintain throughout the contract period all licenses required by law including but not limited to a valid business license.
11. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
12. Assignment. This Agreement is not assignable by the Service Provider, either in whole or in part.
13. Designated Representatives. With the execution of this Agreement, Service Provider and District shall designate specific individuals to act as Service Provider's and District's representatives with respect to the services to be performed or furnished by Service Provider and responsibilities of District under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.

**District Representative:**

Name:

Title:

Phone: 707-443-0801

Email:

**Service Provider Representative:**

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

14. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.
15. Disputes. District and Service Provider agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.
16. Entire Agreement. This Agreement together with the exhibits identified below constitutes the entire Agreement between District and Service Provider for the Services and supersedes all prior written or oral understandings.
17. Nondiscrimination. During the performance of this Agreement, Service Provider and its sub-contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age, or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Service Provider and its sub-contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
18. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
19. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
20. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
21. Timeliness. Time is of the essence in this Agreement. Service Provider shall proceed with and complete the Services in an expeditious manner.

22. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

Exhibit A: Scope of Work and Compensation

25. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.

*(Signatures on next page)*



**IN WITNESS WHEREOF**, the person executing this Agreement on behalf of Service Provider warrants and represents that he/she has the authority to execute this Agreement on behalf of Service Provider and has the authority to bind Service Provider to the performance of its obligations hereunder.

Executed in Eureka, California on \_\_\_\_\_ (date)

**DISTRICT:**

By: Chris Mikkelsen

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

Executive Director

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

By:

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

President, Board of Commissioners

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

Approved as to form:

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

Ryan Plotz, District Counsel

**SERVICE PROVIDER:**

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Employer Tax ID#: \_\_\_\_\_

DIR ID #: \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES AND COMPENSATION