

REQUEST FOR PROPOSALS

Willow Creek Community Services District

Proposition 68 Rural Recreation & Tourism

Veteran's Park Bike Park Renovation

Design & Construction

Proposals Due

January 9th, 2026

3:00 PM

Susan O'Gorman
General Manager
Willow Creek Community Services District
PO Box 8
Willow Creek, CA 95573

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REQUEST FOR PROPOSALS

INTRODUCTION

This Request for Proposals (RFP) solicits qualified bike park design-build firm or team (CONTRACTOR) to provide professional services for the Willow Creek Community Services District's WCCSD Veteran's Park Bike Park Renovation. The CONTRACTOR may team up with an architect or vice-versa to propose on this RFP.

The scope of services includes comprehensive professional services including construction documents and turnkey construction for Bike Park renovation at Veteran's Park.

The Veteran's Park Bike Park Renovation will be completed using a portion of a State of California, Parks & Recreation Prop. 68 Grant. The total grant is for \$1,980,000 **with the bike park renovation portion having a maximum budget of \$100,000**. Design and construction of the project must conform to the Grant Requirements, Public Contract Code, State Prevailing Wage, and all other State of California, County of Humboldt and WCCSD requirements.

Qualified consulting firms are invited to submit proposals to provide professional services for the project. Firms responding to this RFP shall submit:

- One (1) electronic PDF copy of the Technical Proposal,
- Three (3) hardcopies of the Technical Proposal, and
- Written questions should be submitted to Susan O'Gorman, General Manager at: susan@willowcreekcsd.com
- Questions will be answered as they are received. The deadline to submit questions is December 19th 2025 at 3:00 pm. Questions submitted after that time will not be addressed. A final Addendum will be issued by December 26th, 2025 at 5:00 pm

The deadline to submit the Technical Proposal is January 9th, 2026

Proposal must be received by 3:00 PM and delivered to:

Susan O'Gorman, General Manager
Willow Creek Community Services District
135 Willow Road, PO Box 8
Willow Creek, CA 95573

In the event it becomes necessary to revise any part of this RFP or provide additional information, a written electronic addendum will be issued. Any amendment to this RFP is valid only if in writing and issued by the Willow Creek Community Services District. Verbal conversations or agreements with any officer, agent, or employee of the Community Services District that modify any terms or obligations of this RFP will not be considered valid.

All addenda for this RFP will be distributed via e-mail and posted on the Willow Creek Community Services District website. <https://www.willowcreekcsd.com>

It is solely the proposer’s responsibility to monitor e-mail updates for possible addenda to this RFP. Failure of proposer to retrieve addenda from the site shall not relieve him/her of the requirements contained therein.

Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

Related Documents--For more detailed background and information on the project, please refer to the following documents which are posted on the Willow Creek Community Services District website along with this RFP:

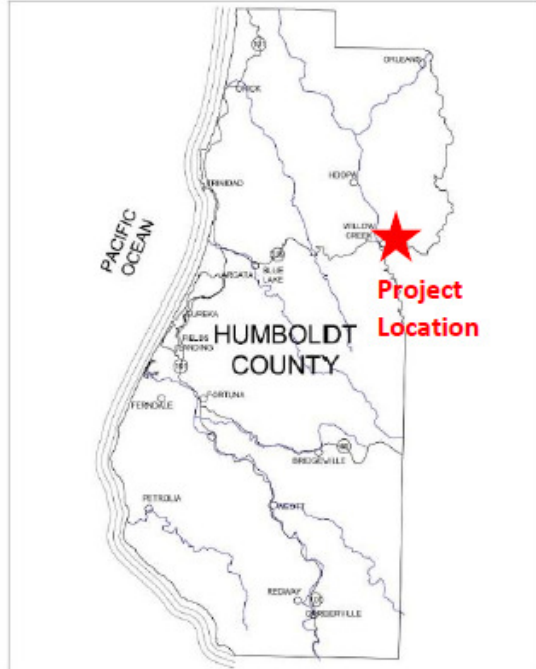
- State of California Grant Agreement
- CEQA Recorded Notice of Exemption

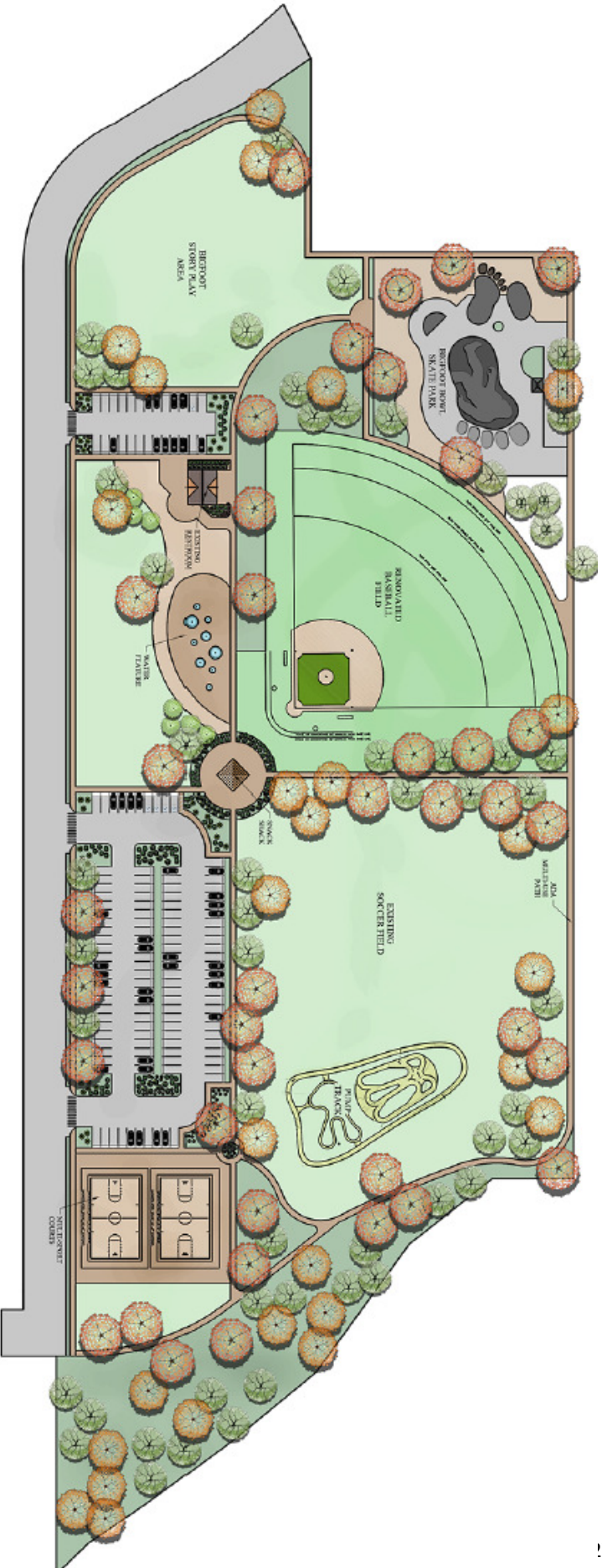
TENTATIVE CONTRACTOR SELECTION SCHEDULE

| | |
|---|--|
| RFP Issued | December 12 th , 2025 |
| Last Day to Submit Questions | December 19 th , 2025 by 3:00 PM |
| Final Addendum with Response to Questions issued | December 26 th , 2025 by 5:00 pm |
| Proposal Due Date | January 9th, 2026 by 3:00 PM |
| Interviews (if required) | Week of January 19 th , 2026 |
| Approval of Contract | January 29th, 2026 |

Project Location

Veteran's Park: 100 Kimtu Road Willow Creek, CA 95573





VETERANS 'BIGFOOT BOWL' PARK

WILLOW CREEK, CA



Note:
Solar lighting will be added throughout the park, with focus on parking areas and baseball field.

CONCEPTUAL DESIGN
JANUARY 2022
DRAWN BY: ERIN PONTE



BACKGROUND

The WCCSD Veteran’s Park Bike Park Renovation project was established based on community input and desires for upgrades to our existing Veteran’s Park Bike Park.

The Willow Creek Community Services District’s (WCCSD and/or District) recent California State Parks Grant application was awarded for the following scope:

To improve Veteran’s Park in the community of Willow Creek by constructing a new Bigfoot Bowl skate park, a Bigfoot Story play and cultural interpretive area, a Bigfoot water feature, a snack shack with storage facilities, an accessible path, and solar lighting throughout the park. Renovate the tennis courts into new multi-use sports courts including basketball, tennis, and pickleball. Renovate the existing baseball field and pump track/bike park.

The District has hired Melton Design Group Inc. to provide Master Planning, Construction Documentation, and Bidding and Construction Support for all other aspects of the park renovations outside of the bike park.

PROJECT GOALS AND OBJECTIVES

The renovated bike park will be a comprehensive redesign and reconstruction of our existing approximately 20,000 square foot bike park. The selected team will transform the existing facility into a modern, inclusive, and sustainable hybrid bike park featuring a pump track, dirt jump lines, and skills-based riding elements. Through an integrated design–build process, the selected team will provide both professional design services and full construction to deliver a safe, progressive, and long-lasting recreational asset for riders of all ages and skill levels.

The bike park shall be designed in a manner to utilize the existing adjacent hillside as part of the park, with flow from the hillside integrating into the bike park.

The District recognizes that the available budget limits the scale of improvements. Proposers should design a modern, durable, and progressive bike park within the \$100,000 maximum budget, prioritizing quality of construction over size or complexity, and minimizing long term maintenance.

SCHEDULE (tentative)

| | |
|---|---------------|
| Information Gathering and Review & Design Workshops | February 2026 |
| Design Plans Completed | March 2026 |
| Construction Start | April 2026 |
| Construction Completion | May 2026 |

(Note: there is some flexibility in this schedule but the desire of this project is to get it designed and constructed as soon as possible.)

SCOPE OF SERVICES

Listed below are tasks the CONTRACTOR is expected to incorporate in their proposed Scope of Services. It is not intended that the tasks included below comprise a comprehensive list or are the only tasks required for this project. Each CONTRACTOR team should, based on their expertise, develop a comprehensive and detailed Scope of Services necessary to complete the deliverables listed in this section of the RFP. It is anticipated that the Scope of Services submitted the selected CONTRACTOR's proposal will become part of the final contract.

1. Information gathering and review:

- Review background material and data. Melton Design Group will provide site data they have collected on the project.
- Commission additional site studies as necessary.
- Conduct a site walkthrough.

2. Community Consultation and Concept Plans

The firm shall work in collaboration with the WCCSD, Melton Design Group, the local sports community and lead up to one public design workshops to gather input resulting in conceptual designs.

3. Schematic Design:

Produce schematic designs that identify sections of terrain, access, circulation and elevations.

4. Design Development:

Revise designs based on local input and produce design development plans.

5. Prepare detailed breakdown of estimated construction costs

a) \$100,000 (including design costs) will be allocated to renovation of the Bike Park.

6. Construction Documents

Prepare a construction document package detailing the complete build out of the bike park. The construction documents must contain all the information necessary for the contractor to build the designed park to completion. The plans shall include but not limited to:

- Layout plan w/ dimensions
- Sections, elevations
- Material specifications
- Drainage plan
- Maintenance guidelines

7. Execute turnkey construction of bike park

The CONTRACTOR will be required to provide a construction Performance Bond and meet standard General Condition requirements during construction.

The CONTRACTOR will work with Melton Design Group to coordinate construction scheduling with the other park upgrades that will be constructed through a general contractor selected by a standard bid.

8. Project close-out

QUALIFICATIONS AND EXPERIENCE

The District is committed to hiring a CONTRACTOR that has the qualifications and experience necessary to complete the bike park renovations.

The following criteria must be met to considered for selection:

- 3 or more similar projects completed OR in progress within the last 5 years
- Licensed in California (Civil or Landscape Architect)
- Class A General Engineering Contractor License

PROPOSAL SUBMITTAL REQUIREMENTS

These guidelines were developed to standardize the preparation of proposals by CONSULTANTS and CONTRACTORS. The purpose of these guidelines is to help assure consistency in format and content of proposals that are prepared and submitted to the District. The proposal should contain the following information:

- 1) Introductory Letter
- 2) Office Location at which Work will be Performed
- 3) Qualifications and Experience of Project Manager and Team
- 4) Detail Scope of Work based on that provided in this RFP
- 5) Project Schedule
- 6) References
- 7) Litigation list
- 8) Conflict of Interest Statement
- 9) Insurance Coverage
- 10) Concept Plan

There is no maximum page limit, however responders are encouraged to limit the response as much as possible.

1. Introductory Letter:

This letter should be addressed to:

Susan O'Gorman
General Manager
Willow Creek Community Services District
PO Box 8
Willow Creek, CA 95573

Indicate the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired. This letter should reflect the CONTRACTOR's project understanding and summarize critical issues, challenges, milestone tasks and appropriate resourcing. This letter should also contain a brief summary statement regarding the qualifications of the CONTRACTOR to do the work, and a brief summary of any information about the project team or the CONTRACTOR that may be useful or informative to the District's Selection Committee.

NOTE: Along with the introductory letter, the CONTRACTOR should indicate his/her acceptability of the terms and conditions of the standard CONTRACTOR services agreement contained in Attachment 2 "Sample Professional Services Agreement." Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by the District. **The Willow Creek Community Services District will**

not consider any changes to the agreement once the selection process has been completed unless identified in the Introductory Letter.

The letter should be signed by an individual authorized to bind the CONTRACTOR to the scope, fee and other contractual items contained in the proposal.

2. Office Location at Which Work will be performed:

Identify the office location or locations where the CONTRACTOR or sub-CONTRACTOR will accomplish the work.

3. Qualifications and Experience of Project Manager and Team:

Describe how the CONTRACTOR team will be organized. Discuss the qualifications and experience of the CONTRACTOR firm, project manager, and project team on similar projects. Identify key personnel that will be made available to this project define their level of experience, project involvement and time commitment. Describe the responsibilities of key team members and explain how they will interact with respect to delivery of critical tasks. The proposal should contain a listing of current work commitments to other projects or activities in sufficient detail to indicate that the organization and all the individuals assigned to the proposed project will be able to meet the schedule outlined in the proposal. An organization chart for proposed team must be included. Specific experience with Willow Creek Community Services District or similar governmental agency, state and federal projects, including State Park grant funded projects should also be included.

NOTE: The Willow Creek Community Services District must approve any change in key personnel after the award of a project before the change is made. Loss of key personnel or subject matter experts by the firm without a replacement that has been approved by the District via supplement to the contract, may result in the District terminating its contract or the selected firm.

4. Detailed Scope of Work:

The Scope of Work outlined in this section will ultimately become part of the contract by reference. It should describe and define in a specific, concise and straightforward manner the proposed scope to achieving the objectives and accomplishing the tasks described in this Request for Proposal. The scope of work should generally follow the tasks outlined in the RFP, however addition breakdown of tasks or work items should be added as necessary to complete the Work as the CONTRACTOR deems required to meet the goals and objective outlined in this RFP. The scope should be concise yet include sufficient detail to completely describe the planned approach. Description of how the objectives will be achieved shall be presented in a logical, innovative and rational plan.

5. Project Schedule:

Using the detail in the Scope of Work, provide an outline of your firm's plan to prepare the Community Consultation, Schematic Design, Design Development, Construction plans and specifications, and completion of construction to meet the tentative project schedule. Include any special services your firm offers to meet the District's need for timely completion and overall success of this proposal.

6. References:

This section should describe work which is similar in scope and complexity to the project and which the CONTRACTOR team has undertaken in the last five years. A discussion of the challenges faced, and solutions developed by the team is highly recommended. The section shall also include a summary table showing the following information:

- Name of project, project cost, and date services were provided
- Names of CONTRACTOR's project manager and key team personnel involved with the project
- Scope of the CONTRACTOR team's assignment on the project
- Name, Address, phone number and email address of the reference.

NOTE: A minimum of three (3) references are required for each of the following: prime CONTRACTOR, any sub-CONTRACTORS performing more than 15% of the work by fee, and Project Manager of the project team. References can overlap if various Team Members have worked together on the same project. References will be contacted by District Staff. References with incorrect contact information will count against the ranking of the Proposal.

7. Litigation:

List any lawsuit or litigation and its outcome resulting from any public agency project undertaken by your firm within the last five (5) years or any project where a claim or settlement was paid by your firm or its insurers within the last five (5) years.

8. Conflict of Interest Statement:

The prospective CONTRACTOR shall disclose any financial, business or other relationship with the Willow Creek Community Services District that may have an impact upon the outcome of this contract or the construction of the project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. In particular, the prospective CONTRACTOR shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

9. Insurance Coverage: The prospective CONTRACTOR shall provide a summary of the firm's insurance coverage for Comprehensive General Liability Insurance, Automotive Liability Insurance, Professional Liability Insurance, and Worker's Compensation Insurance.

For additional information regarding insurance requirements, see “General Information” Section of this RFP.

10. Concept Plan:

The proposal shall include a concept layout plan of the bike park with information on the planned surface treatments, starting mound, integration with hillside, and other key elements to assist the selection committee in understanding your plans for our bike park.

GENERAL INFORMATION

Selection Process

The selection process is described below.

- A. After the period has closed for receipt of Request for Proposals (RFP), each submitted proposal will be examined to determine compliance with the format requirements specified in the RFP. Any proposal that does not meet the format requirements will be eliminated from competition and returned to the CONTRACTOR. The Community Services District may reject any proposal if it is conditional, incomplete, or contains irregularities.
- B. A Selection Panel (SP) will review each proposal that meets the format requirements. SP members will individually evaluate and score each in accordance with the scoring system shown in Attachment 1.
- C. Following independent evaluation of the proposal, the top candidates **may** be requested to participate in an interview, which will be scored in accordance with part 2 of the evaluation criteria, contained in Attachment 1. However, **the District reserves the right to determine the qualifications of the firm on the basis of the written proposal only.**
- D. All competitors will be notified of the results via email.

Late Submittal

A proposal is late if received at any time after the required submittal date and time. Post marks will not be accepted as "received". A proposal received after the specified time will not be considered and will be returned to the proposer.

Modification or Withdrawal of Submittal

Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the CONTRACTOR. To be considered, however, the modified proposal must be received by the required time and date specified.

Written Questions

Written questions should be submitted via e-mail only to:
Susan O'Gorman
susan@willowcreekcsd.com

The deadline to submit questions is December 19th, 2025 at 3:00PM. Questions submitted after that time will not be addressed.

Signature

The proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the prospective CONTRACTOR contractually.

The signed cover letter constitutes certification by the prospective firm, under penalty of perjury, of the debarment and suspension certificate required under Part 29, Title 49, CFR, and also constitutes certification under penalty of perjury, that the prospective CONTRACTOR complies with non-discrimination requirements of the State and the Federal Government.

An unsigned proposal or one signed by an individual not authorized to bind the prospective firm will be rejected.

Insurance

The firm shall provide a summary of the firm's present and proposed insurance coverage (comprehensive general liability, professional errors and omissions (if required), automotive liability, and workers' compensation) for this project. Minimum limits of coverage are as follows:

Comprehensive General Liability \$1,000,000 combined single limit Professional Errors & Omissions (if required) \$1,000,000

Automotive Liability \$1,000,000 combined single limit Workers' Compensation (in accordance with State laws)

Prior to commencement of the work described in Scope of Services, a certificate of insurance shall be furnished stating the following:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the Community Services District.
2. That the Willow Creek Community Services District will not be responsible for any premiums or assessments on the policy.

The firm agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the firm agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to approval by the

District. In the event the firm fails to always keep in effect insurance coverage as herein provided, the District may in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

Property Rights

A proposal received within the prescribed deadline becomes the property of the District and all rights to the contents therein become those of the District.

Amendments to Request for Proposals

The District reserves the right to amend the RFP by addendum prior to the final proposal submittal date. The District also reserves the right to extend the due date, or to cancel this RFP at any time.

Non-Commitment of Willow Creek Community Services District

This RFP does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The District reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the District to do so.

Award of Contract

It is anticipated that compensation under any contract resulting from this Request for Proposals (RFP) will be on a cost-plus fee basis with a not-to-exceed amount. Negotiations to establish the contract amount shall take place after the CONTRACTOR selection process is completed.

Any contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age sex, or national origin.

The prospective CONTRACTOR will be required to adhere to the provisions of a fully executed agreement. Provisions of the agreement shall be based on a standard agreement approved by the District. Attachment 2 is a sample of this standard agreement. **Please include in your proposal a statement outlining any portions of the standard agreement you would like to negotiate as part of the contract negotiations process. If no such statements are made, it is assumed that you agree to the terms and conditions set forth in the attached agreement.**

Execution of Contract

The prospective firm is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the District.

Public Domain

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

Coordination

Coordination of CONTRACTOR and Willow Creek Community Services District activities will be accomplished through the CONTRACTOR’s Project Manager and the Willow Creek Community Services District Project Manager. The CONTRACTOR’s Project Manager shall not be removed from the project during the course of work without District approval.

The firm shall carry out instructions as received from the District Project Manager and shall cooperate with the District and any other contractors working on the project.

It is not the intent of the foregoing paragraph to relieve the firm of its professional responsibility during the performance of this contract. In those instances where the firm believes a better plan, methodology or solution to the problem is possible, it shall promptly notify the District Project Manager of these concerns, together with the reasons therefore.

Materials Provided by the Community Services District

All existing Willow Creek Community Services District codes, standards and other District documents related to the project will be available at the firm’s request.

DIR Requirements:

This is a prevailing wage project and current DIR documentation must be provided. Please review Appendix A: Labor Code and Appendix B: Department of Industrial Relations (DIR) Contractor Registration Number Form and submit with proposal.

Other Information

The District shall not be responsible for or bound by any oral instructions, interpretations or information provided by the District or its employees other than the RFP contact.

Any agreement shall not be binding unless it is executed by authorized representatives of the Willow Creek Community Services District and the selected proposer. Proposing firms are solely responsible for any expenses incurred in preparing their proposals in response to this RFP.

Proposals should be prepared simply and economically, providing straightforward, concise delineation of the firm’s capabilities to satisfy the requirements of this RFP. The emphasis should be on completeness and clarity of content. To expedite proposal evaluations, it is essential that specifications and instructions contained in the proposal instructions are followed as outlined.

Responses to this RFP become the exclusive property of the Willow Creek Community Services District. At such time as District Staff recommends a Proposer to the District Board of Directors, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records and will be disclosed upon receipt of a request for public disclosure pursuant to the California Public Records Act; provided, however, that if any information or elements of the proposal is set apart and clearly marked as “Trade Secret” or “Proprietary” when it is provided to the District, the District will give notice to the Proposer of the request for disclosure to allow the Proposer to seek judicial protection from disclosure.

Failure by the Proposer to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the Proposer of any rights regarding the information designated as “Trade Secret” or “Proprietary” and such information may be disclosed by the District pursuant to applicable procedures under the California Public Records Act. Under no circumstances will the Willow Creek Community Services District have any obligations to seek judicial protection from disclosure for any

proposals or other materials submitted in response to this RFP. Willow Creek Community Services District has no liability for any disclosure, unless such disclosure is made in violation of a court order obtained by a Proposer or pertains to materials marked as "Trade Secret" or "Proprietary" for which the Community Services District failed to give the above notice. The Community Services District reserves the right to decide that one proposer is more responsive than the others and to select that proposal based on review of the proposal only.

The District reserves the right to reject individual firm members, firms, and subcontractors and request substitution without indicating any reason.

Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for its rejection. No oral, telegraphic, or telephonic proposals or modifications will be considered.

Attachment 1 - SAMPLE EVALUATION CRITERIA WORKSHEET

| WRITTEN PROPOSAL | MAXIMUM POINTS | REVIEWER SCORE |
|--|------------------------|-----------------------|
| Introductory Letter – Reflects project understanding and summarizes critical issues, challenges, milestone tasks, and appropriate resourcing. | 5 | |
| Project Team –Qualifications and experience of the firm, project manager, team, and sub-CONTRACTORS on similar projects. Experience with Special District’s, state and federal projects and procedures. | 25 | |
| Project Understanding – Assignment, understanding, and organization of tasks, understanding of interrelationship of critical tasks, hour commitment to each task, deliverables. | 10 | |
| Project Approach (Design) | 10 | |
| Project Approach (Construction) | 10 | |
| Design Concept Maintenance Sustainability | 5 | |
| Insurance, legal history and financial stability | 5 | |
| SUBTOTAL TO INTERVIEWS | 70 | |
| INTERVIEW (if requested by Community Services District) | | |
| Presentation by PM - Project understanding, critical issues, innovation, and solutions. | 10 | |
| Presentation by team – Experience, roles and responsibilities, communication and coordination between team members, agencies, and District. | 10 | |
| Q&A – Response to panel’s questions. | 10 | |
| SUBTOTAL WITH INTERVIEWS 30 | | |
| TOTAL | 100 | |
| RANKING OF CONTRACTOR FIRM (assigned after completion of scoring) | | |
| Name of Evaluator: | Date Evaluated: | |

Attachment 2 Sample Professional Services Agreement

Willow Creek Community Services District
PO Box 314, Willow Creek California 95573
Telephone (530) 530-2136 - FAX (530) 629-2137

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered between the parties listed below as of the date(s) set forth below. For your protection, make sure that you read and understand all provisions before signing. The terms recited as sections 'a' through 'cc' on Pages 3 through 9 are incorporated in this document and, along with this page, constitute material terms and conditions of the Agreement between the parties.

TO: _____ DATE: _____

_____ Agreement No. _____

The undersigned CONTRACTOR offers to furnish the following services (the "Services"):

As described in the proposal submitted by Consultant dated _____, which is attached hereto as **Exhibit A** and incorporated herein by reference. The Services shall be provided on a time and materials basis not to exceed the amounts described in **Exhibit B**, which is attached hereto and incorporated herein by reference. The scope of work for this project includes the following:

Contract Price: _____ Not To Exceed \$ _____
Payment Intervals _____ Monthly _____
Completion Date _____

Attachment 2 Sample Professional Services Agreement

Instructions: Sign and return original. Upon acceptance by Willow Creek Community Services District, a copy will be signed by its authorized representative and promptly returned to you.

Insert below, the names of your authorized representative(s).

Accepted: Willow Creek CSD

Consultant:

By Susan O’Gorman

(Business Name)

By _____

Title General Manager

Title _____

Other authorized representative(s):

Other authorized representative(s):

Attachment 2 Sample Professional Services Agreement

Consultant agrees with Willow Creek Community Services District that:

- a. **Indemnification.** To the fullest extent permitted by law and consistent with California Civil Code §2782.8(a), Consultant will, indemnify, defend, and hold harmless Willow Creek Community Services District, its directors, officers, employees, and authorized volunteers (collectively “District”) from and against all claims, demands and damages of all persons and entities that arise out of the Consultant’s negligent acts or omissions, recklessness, or willful misconduct in the performance (or non-performance) of the Services under this Agreement. Consultant shall not be obligated to defend or indemnify the District from and against all claims, demands and damages that arise out of, pertain to, or relate to the District’s own negligent acts or omissions, recklessness, or willful misconduct or the negligent acts or omissions, recklessness, or willful misconduct of others.
- b. **Standard of Care.** In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant’s profession, practicing in the same or similar locality and under similar circumstances.
- c. **Workers Compensation Insurance.** By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant will comply with such provisions before commencing the performance of the professional services and work under this Agreement. Consultant and sub-consultants will keep workers’ compensation insurance for their employees in effect during all Services covered by this Agreement.
- d. **Professional Liability Insurance.** Consultant will file with Willow Creek Community Services District, before beginning professional services, a certificate of insurance satisfactory to the Willow Creek Community Services District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to Willow Creek Community Services District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Willow Creek Community Services District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract Services. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-consultant provides insurance coverage deemed appropriate by Consultant for the role of the subconsultant under this contract.

Attachment 2 Sample Professional Services Agreement

- e. **Insurance Certificates.** Consultant will file with Willow Creek Community Services District, before beginning professional services, certificates of insurance satisfactory to Willow Creek Community Services District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability requiring 30 days (10 days for non-payment of premium) notice of cancellation to Willow Creek Community Services District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Willow Creek Community Services District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give Willow Creek Community Services District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Willow Creek Community Services District. In the event that the Consultant employs other consultants (sub-consultants) as part of the Services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant has in place levels of insurance deemed appropriate by the Consultant for the risk associated with the role of each subconsultant under this contract.
- f. **Renewal Certificates.** If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Willow Creek Community Services District at least ten (10) days prior to the expiration date.
- g. **General Manager Authority.** Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)" on behalf of Willow Creek Community Services District.
- h. **Assignment and Subconsultant.** Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of Willow Creek Community Services District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.
- i. **Independent Consultant.** Consultant is retained as an independent contractor and is not an employee of Willow Creek Community Services District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

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- j. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance of a written invoice by Willow Creek Community Services District.
- k. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Consultant's services will be obtained at Consultant's sole cost and expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- l. **Amendments and Modifications.** Any change in the scope of the professional Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by Willow Creek Community Services District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.
- m. **Representations.** Consultant represents that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services. Consultant also represents that the Services shall be completed in accordance with this Agreement. Consultant further represents that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, and hold harmless Willow Creek Community Services District from and against any and all claims and causes of action based on infringements thereof. These representations shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by Willow Creek Community Services District against Consultant relating to the Services.
- n. **Maintenance of Records.** Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Willow Creek Community Services District.
- o. **Ownership of Drawings and Samples.** Consultant shall submit promptly for all drawings, details, samples and other data required or specifically requested by Willow Creek Community Services District in connection with provision of the Services, and such drawings, details, samples and other data created in connection with performance of the Services and provision of the work shall constitute the property of the Willow Creek Community Services District.
- p. **Compliance with Law/Safety.** In performance of the Services, Consultant shall, at its expense, exercise due professional care, comply strictly with, and cause all subconsultants to comply strictly with, all laws, orders, rules and regulations of governmental authorities, including those relating to the storage, use or disposal of hazardous wastes, substances or materials, and

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including the procurement and payment for all necessary permits, certificates and licenses required in connection with the Services. If either Consultant or Willow Creek Community Services District receives notice of any violation by Consultant of any laws relating to Consultant or Willow Creek Community Services District receives notice of any violation by Consultant of any laws relating to Consultant's (or sub-consultants) services or work provided hereunder, such party shall promptly inform the other party in writing of the existence thereof. Consultant shall comply with all applicable laws relating to safety, including without limitation the Occupational Safety and Health Act of 1970 as it may be amended from time to time, and all regulations and standards issued pursuant thereto. Consultant shall conform to the current prevailing standards of safety practice.

- q. **Equal Opportunity.** In the performance of the Services there shall be no discrimination on account of race, religion, sex, sexual orientation, gender identity, age or national origin and Consultant shall comply with applicable federal, state and local laws and regulations pertaining to fair employment practices, including without limitation the provisions of Executive Order 11246 as amended by the President of the United States and the rules and regulations issued pursuant thereto, unless exempted.
- r. **Termination.** Willow Creek Community Services District may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services have already been provided by Consultant but are unpaid for, Willow Creek Community Services District's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by Willow Creek Community Services District, and if Consultant is not in default, Willow Creek Community Services District shall pay to Consultant (a) the pro rata portion of the agreed price based on the percentage completion of the Services which was satisfactorily completed at the time of termination, and (b) the actual net costs incurred by Consultant directly connected with the Services that was not completed prior to the date of termination; provided, however, that under no circumstances shall the total under (a) and (b) exceed the contract price stated on page one (1) of this Agreement, above. Upon such payment, title to any such items or uncompleted Services shall, at Willow Creek Community Services District's option, pass to Willow Creek Community Services District.
- s. **Default.** Upon any default by Consultant hereunder, or in the event of proceedings by or against Consultant in bankruptcy or for the appointment of a receiver or trustee or an assignment for the benefit of creditors, Willow Creek Community Services District may, at its option, terminate this Agreement without penalty or liability (except for payment for any Services completed and accepted by Willow Creek Community Services District). Consultant shall be liable to Willow Creek Community Services District for all expenses incurred by Willow Creek Community Services District in finishing the Services and any damage incurred through any default, which at the option of Willow Creek Community Services District, may be charged against any amounts due from Willow Creek Community Services District to Consultant hereunder, but Consultant's

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liability hereunder shall not be limited thereby and such liability shall survive the expiration or termination of this Agreement. Any remedies provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, any other rights and remedies that may be available at law or in equity. Neither party shall be in default of this Agreement until such party has received three (3) days written notification (except in the instance of a health or safety concern, in which case failure to immediately remediate the health or safety violation shall be grounds to declare a default of this Agreement), and an opportunity to cure, or in the case of an alleged default which requires more than three (3) days to cure, a reasonable time so long as the alleged defaulting party commences the remediation of the default immediately, and thereafter diligently prosecutes the same to completion.

- t. **Notices.** Notices, requests, demands, and other communications hereunder shall be in writing and delivered personally, sent by reputable overnight courier or mailed by first class, United States mail, with postage prepaid, to Willow Creek Community Services District, **PO Box 8, Willow Creek California 95573, Attention: Susan O’Gorman**, and to Consultant at the address set forth below its signature, or at any other address that may be given by either party to the other in the manner provided above. Notices delivered personally or sent by overnight courier shall be deemed delivered upon receipt. Notices delivered by mail shall be deemed delivered upon the earlier of (i) receipt or (ii) the date five (5) U.S. mail delivery days after the notice was placed in the United States mail as provided above.
- u. **Headings.** All section headings are provided for convenience only, and shall not be deemed to constitute material terms and conditions of this Agreement.
- v. **Interpretation.** Both Consultant and Willow Creek Community Services District are deemed to have jointly participated in the negotiation and preparation of this Agreement. Consequently, both Consultant and Willow Creek Community Services District are considered to have drafted this Agreement in equal parts and, if any ambiguity is found to exist, all rules of law and evidence requiring ambiguities to be interpreted to the detriment of the drafting party shall not apply.
- w. **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or District of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney’s fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant’s provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.
- x. **Limitation of Agreement.** This Agreement is limited to and includes only the work included in the Services described above.
- y. **Entire Agreement.** This Agreement, with its exhibits, represents the entire understanding of Willow Creek Community Services District and Consultant as to those matters contained herein,

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and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

- z. **Severability.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.
- aa. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Willow Creek Community Services District. Any attempted assignment without such consent shall be invalid and void.
- bb. **Mutual Understanding of Services.** Willow Creek Community Services District and Consultant agree that the purpose of value engineering is the identification and presentation of recommendations for improvement of project or process value, for consideration by the Willow Creek Community Services District and their other professional advisors. Both parties understand that as a part of these services, Consultant does no design work and makes no project decisions. Willow Creek Community Services District and Consultant agree that Consultant will be liable to the Willow Creek Community Services District only for damages arising from Consultant's negligence in the performance of the value analysis or value engineering work itself, and only to the extent that such negligence directly damages the Willow Creek Community Services District.
- cc. **California Labor Code Requirements.** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold Willow Creek Community Services District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

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If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.