



REQUEST FOR QUALIFICATIONS (RFQ)

**Professional Services for
PLUMAS COUNTY
in association with
INDIAN VALEY COMMUNITY SERVICES DISTRICT (IVCSD)**

SCOPE OF RFQ

**Plumas County Round Valley Reservoir
Climate Adaptation and Nature Based Solutions (NBS)
Project Scoping**

**Funding By Fiscal Year 2022 Building Resilient Infrastructure and
Communities (BRIC) Grant Program (Project #PA01850)**

**RFQ PUBLICATION DATE:
NOVEMBER 1, 2024**

**RFQ SUBMISSION DEADLINE:
DECEMBER 2, 2024**

ISSUED BY:
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Planning Director
Plumas County Planning Department
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AVAILABLE AT:
<https://www.plumascounty.us/89/Planning-Department>
<https://www.plumascounty.us/bids.aspx>
Planning Department at 555 Main Street, Quincy, CA 95971

1. INTRODUCTION AND BACKGROUND

Plumas County applied for and received grant funding to the Federal Emergency Management Agency (FEMA) in coordination with California Office of Emergency Services (Cal OES), through the Fiscal Year 2022 Building Resilient Infrastructure and Resilient Communities (BRIC) Grant Program.

The approved federal funding is in the amount of \$452,320, in addition to the local match requirement of \$47,630 funded under state Cal OES PrepareCA Match.

Total project budget is \$499,950.

This Request for Qualifications (RFQ) invites qualified respondents interested in providing professional services to Plumas County, in association with Indian Valley Community Services District (IVCSD), for the described Plumas County Round Valley Reservoir (Reservoir) Climate Adaptation and Nature Based Solutions (NBS) Project Scoping (Project #PA01850) scope of work in Section 2 of this RFQ.

The project will identify mitigation activities to protect critical water services and water security functions and enhance resilience against current and future risks to the Reservoir caused by recurring wildfires, increased flooding and erosional risks, and the expanding impacts of drought and climate change.

The project seeks to advance comprehensive planning, technical analyses, and stakeholder engagement to address:

- infrastructure failure including its water supply and conveyance infrastructure,
- landslide/debris flow, and
- drought risks.

The project will identify (at least) three alternative mitigation activities (projects).

Types of activities explored will include:

- enhancing reservoir capacity,
- stabilizing banks, and
- reducing sedimentation to combat drought.

Water scarcity challenges due to drought, climate change, landslides, and debris flow are exacerbated by wildfires impacting the Reservoir's capacity, necessitating activities like erosion barrier installation for disaster recovery and mitigation.

The project outcome will be the selection and conceptual design of the preferred and most effective mitigation strategy, focusing on:

- climate resilience,
- future conditions,
- current site conditions,
- geotechnical investigations,
- stakeholder engagement, and
- partnership building.

Watershed and Reservoir Description

The Round Valley Reservoir (Attachment 2) is located within the Upper Feather River Watershed which drains 3,200 square miles of land area within four (4) counties, including Plumas, Butte, Sierra, and Lassen. The Upper Feather River Watershed supplies approximately 3.2 million acre-feet per year for downstream water users. The watershed population of 33,000 includes those residing in Greenville and Indian Valley. The Lower Wolf Creek Sub-watershed is a priority area for restoration as identified by the Plumas National Forest.

The Reservoir has 4,075 acre-feet of capacity and is approximately 425 acres in size, operated by IVCSD. The Reservoir serves to support water security and a source of non-potable supply for all communities in the IVCSD service area, as well as a source of redundancy in water security.

2. DESCRIPTION OF SERVICES REQUESTED

A. SCOPE OF WORK

Task 1. Pre-Award (Plumas County)

Not applicable to procured consultant contract.

Task 2. Project Management (Plumas County and Consultant)

County staff and procured consultant(s) to manage the overall project.

Task 3. Grant Management (Plumas County)

County staff to manage the overall grant administration. Ongoing management of grant activities will occur throughout the entirety of the project and will include reporting requirements, grant management, requests for reimbursement, and deliverable packaging and grant closeout (Task 11).

Task 4. Procurement (Plumas County)

Not applicable to procured consultant contract.

Task 5. Evaluate Existing Conditions (Consultant)

The evaluation of existing conditions will carry out a project site analysis, which will include:

- a. Identifying critical assets
- b. Identifying areas of vulnerability
- c. Compiling a critical asset inventory
- d. Identifying obstructions and/or barriers within the Watershed that could have an impact on the Reservoir, thereby establishing areas that require additional protection

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Future conditions data will be collected to establish the future conditions that the water system collection, capacity, and conveyance will need to accommodate.

Future conditions to be considered are anticipated to include:

- a. Land use
- b. Climate change
- c. Projected population growth within the IVCSD service area
- d. Anticipated shifts in pervious/impervious landcover within the Wolf Creek Watershed including the Lower Wolf Creek Sub-Watershed
- e. Expected increases in the number, duration, and return period of storm events and associated increase in surface water flow rates during storm events, as well as changes in rainfall and Reservoir refill frequency

A risk and vulnerability assessment will be conducted to identify areas of exposure, sensitivity, and adaptive capacity to future climate projections and conditions including reservoir conveyance infrastructure failure, landslide/debris flow, and drought. A qualified Risk and Vulnerability Specialist to perform this work.

A qualified Civil Engineer to identify and summarize the appropriate level of protection and type of intervention needed to meet non-potable supply and access for the IVCSD Greenville and greater service area (Attachment 3). This may include identifying the minimum reservoir capacity needed to meet demand.

Deliverables:

- evaluation of existing conditions
- establish future conditions that the water system collection, capacity, and conveyance will need to accommodate
- risk and vulnerability assessment to identify areas of exposure, sensitivity, and adaptive capacity to future climate projections and conditions including reservoir conveyance infrastructure failure, landslide/debris flow, and drought
- identify and summarize the appropriate level of protection and type of intervention needed to meet non-potable supply and access for the IVCSD Greenville and greater service area

Task 6. Alternatives Analysis (Plumas County and Consultant)

One of the primary deliverables will be to evaluate various mitigation interventions appropriate to the present risks. These will include a no-action alternative, and at least two other alternatives that will have the greatest level of protection increase, the most cost-effective, technically feasible, environmental and historic preservation (EHP) compliant, and have community / partnership support. All mitigation interventions proposed must include nature-based solutions (NBS) and consider future conditions and climate change.

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A qualified Alternatives Analysis Specialist should perform an alternatives analysis and related activities, which include:

- a. Developing a mitigation action selection rubric to effectively and holistically score and prioritize mitigation actions. This will be developed by the Alternatives Analysis Specialist, in coordination with Plumas County staff.
- b. Evaluating the potential site locations identified previously within the water collection area (watershed), Reservoir (capacity), and conveyance (distribution/supply) components for project suitability.
- c. Developing mitigation activity alternatives.
- d. Prioritizing mitigation activity alternatives.
- e. Selecting a preferred mitigation alternative for further analysis.

The site evaluation and alternatives analysis should evaluate the social, economic, and environmental benefits of each identified mitigation activity alternative, focusing on protecting vulnerable populations, fostering economic opportunities for disadvantaged groups, and promoting NBSs.

Multiple scenarios will be investigated that could have an impact on the continued operation of the Reservoir. Supplementary tests and studies will be conducted and will include non-soil-disturbing activities which include:

- a. Studying the effect of sediment loading on the Reservoir banks
- b. Accounting for effects of vegetation replanting
- c. Calibration of soil stabilization
- d. Application of numerical models
- e. Evaluation of existing natural and man-made Reservoir bank changes

Qualified Geotechnical Engineers and Civil Engineers should perform this task.

Programmatic elements that may enhance the community benefits of the NBSs should be considered and may include volunteer programs, conservancy partnerships, watershed protection programs and nature-based recreational activities.

The analysis will evaluate the locations where water is entering the Reservoir to identify optimal opportunities for NBSs (e.g., natural filtering, bioengineering techniques, bank shaping efforts, re-planting of vegetation, resource management) to prevent sediment from entering the Reservoir and reducing the Reservoir's capacity to store water.

This task will appraise the use and optimal location of nature-based erosion control strategies and sediment control methods (e.g., sediment dams, sediment traps, sediment basins) to protect the upstream supply side of the Reservoir. The goal of sediment management is to prevent soil and debris from entering the Reservoir and threatening its volume capacity.

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This task will consider mechanisms for protecting the outbound distribution and discharge components and ensuring flow rates are able to be maintained for non-potable community needs. Drinking water utility protection will assess the viability of nature-based protective measures for the conveyance system, to mitigate future increased risks to landslide/debris flow/flooding/erosion, drought/climate change, wildfires and other natural hazards that may impact the water supply.

Upon finalization of the scenario development and alternatives analysis, the study outcomes will be reviewed, mitigation strategies will be selected, and projects will be prioritized based on level of protection estimates weighed against the cost of the projects. The Civil Engineer, with oversight and review from a Senior Engineer, will develop a conceptual level design of the selected alternative.

The conceptual level design will:

- a. Identify project requirements
- b. Delineate subcatchment areas
- c. Outline proposed project geographic footprint
- d. Outline limits of disturbance
- e. Identify construction staging locations
- f. Identify access routes to the project site

County staff, including a Civil Engineer and Senior Engineer from the Public Works Department, will work and coordinate with the procured engineers to provide data as needed and review final deliverables.

Deliverables:

- scenario development and alternatives analysis to evaluate various mitigation interventions through site evaluations
 - no-action alternative, and at least two other alternatives that will have the greatest level of protection increase, the most cost-effective, technically feasible, EHP compliant, and have community / partnership support
 - all mitigation interventions proposed under the alternatives analysis must include nature-based solutions and consider future conditions and climate change
- mitigation action selection rubric
- multiple scenarios will be investigated
- supplementary tests and studies will be conducted
- study outcomes will be reviewed, mitigation strategies will be selected, and projects will be prioritized based on level of protection estimates weighed against the cost of the projects
- develop a conceptual level design of the selected alternative

Task 7. Community Engagement and Outreach (Plumas County)

County staff, in collaboration with IVCSD, will conduct stakeholder meetings to obtain feedback on mitigation activity alternatives and selection of a preferred mitigation alternative. Feedback will help identify additional challenges or obstacles in evaluating the feasibility of sites and project alternatives.

The County and IVCSD will utilize the following partnerships to enhance the mitigation activity outcome, among others:

- US Forest Service Plumas National Forest (PNF)
- Plumas Corporation
- Feather River Resource Conservation District (RCD)
- California Department of Fish and Wildlife
- US Fish and Wildlife
- CA Watershed Emergency Response Team (WERT)
- Caltrans
- Cal OES
- CAL FIRE
- CA Department of Conservation
- CA State Water Resources Control Board
- Central Valley Regional Water Quality Control Board
- Private landowners

Deliverables:

- conduct stakeholder meetings (number to be determined)

Task 8. Feasibility Assessment (Consultant)

Qualified Geotechnical Engineers and Civil Engineers will perform a feasibility assessment of the preferred mitigation alternative including identified potential project site location(s).

Activities will include:

- a. High-level landslide/debris flow analysis of the Reservoir's contributing drainage area; ArcGIS geospatial analyst tools may be utilized in conjunction with Living Atlas data
- b. Sedimentation survey to define the annual rates of storage loss through sedimentation and assess current capacity volumes
- c. Preliminary conveyance assessment to evaluate the Reservoir's conveyance capacity and identify any areas of improvement

These activities will aid the conceptual engineering design of the preferred mitigation alternative project.

The feasibility assessment of the preferred mitigation alternative should elevate the Reservoir community's resilience through the ability to adapt to a changing climate

by anticipating, adapting, and withstanding the impacts of infrastructure failure, landslide/debris flow, and drought.

Mitigation efforts will take climate, population growth, and land development projections into account to properly locate and size the preferred mitigation alternative for the Reservoir to hold the greatest capacity in anticipation for these changes.

Deliverables:

- feasibility assessment of the preferred mitigation alternative

Task 9. Environmental and Historic Preservation (EHP) / CEQA & Permitting (Consultant)

As part of the project scoping, Plumas County will comply with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements through the analysis and documentation of the possible environmental effects of the preferred project.

A qualified Environmental Specialist should document any possible environmental effects of the preferred project.

Additionally, the project team should assess environmental review and other permitting requirements at the local, state, and federal levels and prepare a regulatory compliance management plan to establish the regulatory compliance roles and responsibilities and the strategy for permit compliance.

An extensive list of potential permits, approvals, registrations, authorizations, consultations, and notifications required for the preferred project should be identified and be continuously refined as the project progresses.

Deliverables:

- comply with NEPA and CEQA requirements through documenting possible environmental effects of the preferred project
- assessment of environmental review and other permitting requirements at the local, state, and federal levels including a list of potential permits, approvals, registrations, authorizations, consultations, and notifications required for the preferred project
- regulatory compliance management plan to establish the regulatory compliance roles and responsibilities and the strategy for permit compliance

Task 10. Develop Hazard Mitigation Assistance (HMA) FEMA Subapplication (Consultant and County)

The consultant, in association with the County, will develop a hazard mitigation assistance (HMA) subapplication to be submitted in an upcoming BRIC grant cycle. This task will develop a scope, schedule, and budget for a Benefit Cost Analysis (BCA) for the future subapplication. The future subapplication will include design and construction services.

Task 11. Project Closeout (Plumas County and Consultant)

County staff and consultant will perform necessary project close out tasks such as development of final reports and grant management close out reports.

Deliverables:

- final task reports
- grant management close out reports

B. SCHEDULE

Pursuant to the grant timeframe, the 27-month anticipated project schedule kicks off in January 2025 with approval and execution of the consultant/County standard professional services agreement by the Board of Supervisors and ends in March 2027 with project closeout.

The anticipated project schedule, by task, is as follows:

TASK	DURATION
Task 1 – Pre-Award	N/A
Task 2 – Project Management	through March 2027
Task 3 – Grant Management	through March 2027
Task 4 – Procurement	November 2024 – January 2025
Task 5 – Evaluate Existing Conditions	January 2025 – June 2026
Task 6 – Alternatives Analysis	July 2025 – June 2026
Task 7 – Community Engagement and Outreach	July 2025 – June 2026
Task 8 – Feasibility Assessment	July 2026 – December 2026
Task 9 – Environmental and Historic Preservation (EHP) / CEQA & Permitting	January 2026 – June 2026
Task 10 – Develop Hazard Mitigation Assistance (HMA) FEMA Subapplication	July 2026 – December 2026
Task 11 – Project Closeout	January 2027 – March 2027

C. BUDGET

Pursuant to the grant funding, the total consultant labor budget for the above-described scope of work is \$388,400 (not to exceed). The below labor budget, by task, is based on the consultant staff time to perform the scope of work described above.

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TASK	LABOR BUDGET	
	Consultant	County
Task 1 – Pre-Award	--	\$28,800
Task 2 – Project Management	\$7,000	\$9,240
Task 3 – Grant Management	--	\$23,650
Task 4 – Procurement	--	\$10,560
Task 5 – Evaluate Existing Conditions	\$101,000	--
Task 6 – Alternatives Analysis	\$113,800	\$8,560
Task 7 – Community Engagement and Outreach	--	\$7,080
Task 8 – Feasibility Assessment	\$85,600	--
Task 9 – Environmental and Historic Preservation (EHP) / CEQA & Permitting	\$29,000	--
Task 10 – Develop Hazard Mitigation Assistance (HMA) FEMA Subapplication	\$40,000	\$5,500
Task 11 – Project Closeout	\$12,000	\$5,720
Other (Fringe)	--	\$12,440
TOTAL - \$499,950	\$388,400	\$111,550

3. QUESTIONS

The Planning Director will serve as the primary point of contact during the RFQ process. Do not contact other County employees, the County Administrative Officer, or the Board of Supervisors. Phone inquiries will not be answered. All communication regarding this solicitation is required in writing by email and directed to:

Tracey Ferguson, AICP
 Planning Director
traceyferguson@countyofplumas.com

All questions pertaining to this RFQ must be submitted by email no later than **5:00PM on November 15, 2024**. Questions received thereafter will not be answered.

To ensure all respondents receive consistent information, Planning will provide one set of answers by posting a RFQ Addendum on the Planning Department's website at <https://www.plumascounty.us/89/Planning-Department> no later than **5:00PM on November 18, 2024**. It is the responsibility of the respondent to check the website for the RFQ Addendum.

4. SUBMISSION REQUIREMENTS

Responses to this RFQ must be submitted according to the requirements set forth in this section. Failure to adhere to these requirements may be grounds for disqualification of the submittal. The Planning Department must receive all submissions electronically as one or more Adobe Acrobat .pdf file(s) by email on or before: **5:00PM December 2, 2024**

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Email submissions to:

Tracey Ferguson, AICP
Planning Director
traceyferguson@countyofplumas.com

The record of the email sent by the respondent with the date/time received will be sufficient for meeting the deadline. The Planning Director will send a reply email confirmation to all RFQ respondents within two business days of the submission. Submissions must include the following information, in the order listed, in a clear and concise format. RFQs that do not include all the information requested cannot be adequately evaluated.

A. Cover Letter/Statement of Interest (Maximum 2 pages)

Include the following information:

- a. Legal name of company, how organized (non-profit, LLC, etc.), and where company is incorporated
- b. Name, address, email, and telephone number of the respondent's authorized signatory
- c. Signature by the respondent's authorized signatory
- d. Respondent's federal tax ID number
- e. Statement of interest in providing professional services specific to this RFQ including a brief description of the company

B. Table of Contents and Page Numbers (No Page Limit)

Include an outline of the RFQ submittal contents, identified by sequential page numbers, and by section reference number and section title, as described herein.

C. Statement of Qualifications (Maximum 10 Pages)

Provide specific information in narrative form about the respondent's experience with the services specified in this RFQ. Include 3 to 5 examples (can extract pages) of current relevant graphic design document template and format work samples demonstrating the respondent's experience in carrying out the services requested.

D. Budget (Maximum 3 Pages)

The total consultant budget for the scope of work described in Section 2 is \$388,400. Provide a detailed line-item cost budget table, by job title/rate, for each of the consultant scoped tasks.

E. Client References (Maximum 2 Pages)

Provide a minimum of three (3) references including name, organization, address, email, and telephone number for similar services provided.

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F. Staffing/Resumes (No Page Limit/Each Resume Limited to 1 Page)

Include a list of personnel qualified and available to do the work, by job title, in addition to listing all applicable staff credentials. Include a narrative discussing team organization and management. Include a 1-page resume for each individual staff person, listing education, credentials, expertise, and professional and technical skillsets.

G. Fee Schedule (Maximum 2 Pages Per Consultant)

Provide 2025 fee schedule with job titles and hourly rates for personnel qualified and available to do the work. No indirect or miscellaneous reimbursables are permitted.

H. Conflict of Interest (Maximum 1 Page)

Provide a statement that discloses any past, on-going, or potential interest, direct or indirect, that the respondent, respondent's team, or individuals associated could conflict in any manner or degree with the performance of the services requested in this RFQ.

I. Exception(s) to the Professional Services Agreement (No Page Limit)

List all exceptions to the County's standard Services Agreement (Attachment 1), if any, making the proposed exceptions as specific as possible.

J. Proof of SAM.gov Full Registration Federal Procurement Requirement (No Page Limit)

Provide SAM.gov full registration back up with Unique Entity ID # showing registration status and expiration date. If not already registered, purpose can be "Federal Assistance Awards Only."

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5. SELECTION PROCESS CRITERIA AND SCORING

All responses will be given to the County RFQ Evaluation Panel and will be administered by the County's Purchasing Agent (i.e., County Administrative Officer).

The Evaluation Panel will review the RFQs, may participate in interviews, and rank RFQs based on the following criteria and scoring:

Criteria	Scoring
1. Cover Letter and Statement of Interest	up to 20 points
2. Statement of Qualifications and Staffing/Resumes	up to 25 points
3. Cost Budget Table	up to 15 points
4. Client References	up to 15 points
SUBTOTAL	75
5. Interview Presentation (optional at the discretion of the County)	up to 20 points
6. Interview Questions (optional at the discretion of the County)	up to 30 points
TOTAL	125

6. SCHEDULE

Activity (<i>Subject to Change</i>)	Date/Time (<i>Subject to Change</i>)
RFQ publication date	November 1, 2024
Deadline to submit questions	5:00PM November 15, 2024
RFQ Addendum posted	5:00PM November 18, 2024
RFQ submission deadline	5:00PM December 2, 2024
RFQ review and ranking by Evaluation Panel and Interviews (optional at the discretion of the County)	December 3-12, 2024
Notification to preferred respondent	December 13, 2024
Professional Services Agreement negotiations	December 16-20, 2024
Board of Supervisors Contract Execution	January 7, 2025

Notice of awards will be made in a public forum (i.e., Board of Supervisors meeting) and include the date of the award, the successful respondent, and the contract amount.

7. DISCLOSURE OF INFORMATION

All information and materials submitted to Planning in response to this RFQ may be reproduced by the County for the purpose of providing copies to authorized personnel involved in the evaluation process but will be exempt from public inspection under the California Public Records Act (PRA) until such time professional services agreements are executed. Once an agreement is executed, proposals submitted in response to this RFQ are subject to public disclosure, as required by law. The submission of an RFQ is considered consent to the County's disclosure. The County will not be liable for disclosure of any information or records related to this procurement.

8. NOTICES

All respondents to this RFQ are notified of the following:

- i. Teams are acceptable.
- ii. County reserves the right to enter negotiations with more than one respondent.
- iii. The County does not guarantee work to any qualified respondent.
- iv. Issuance of this solicitation in no way constitutes a commitment to select a respondent or award an agreement.
- v. Respondents must possess the necessary credentials and licensures to perform the work in California.
- vi. All work performed for the County including all documents and materials associated with the work will become the exclusive property of the County.
- vii. Any and all costs, including travel, arising from development and delivery of a response to this RFQ incurred by any proposing respondent will be borne by the respondent without reimbursement by the County.
- viii. County reserves the right to reject any and all submittals received if it is determined by the County in its sole discretion, it is in the County's best interest to do so.
- ix. County may cancel or amend this solicitation at any time and may submit similar solicitations in the future.
- x. County may reject any submittal that does not meet all the mandatory requirements of this solicitation.
- xi. County may request clarification of any submitted information, may request additional information on any or all responses provided, and may waive minor inconsistencies deemed to be irrelevant.
- xii. A respondent is permitted the opportunity to furnish other information called for by the solicitation and not supplied in the original response, provided it does not affect the price of the contract and does not give the respondent an advantage or benefit not enjoyed by other respondents, in accordance with the criteria established in the solicitation.
- xiii. A respondent is not permitted to correct a response for errors of judgment.

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9. CONTRACTING

Respondents must be prepared to execute the County's standard Services Agreement (Attachment 1) for all work as a result of this RFQ.

Contracting will follow the County's Purchasing Policy (December 13, 2022), which can be viewed at: <https://www.plumascounty.us/2173/Online-Policy-Manual>

This contract award is also subject to Federal Funding Requirements – [2 CFR Part 200, Appendix II – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#).

ATTACHMENTS:

1. Plumas County Standard Professional Services Agreement
2. Round Valley Reservoir Flow Direction Exhibit
3. IVCSD Greenville and greater service area

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**ATTACHMENT 1
PLUMAS COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT**

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **[Name of Department]** (hereinafter referred to as "County"), and _____, a _____ [Form of Entity, e.g., "a California corporation" or "an individual"] (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed _____ Dollars (\$ _____)).
3. **Term.** The term of this agreement shall be from _____, 20__ through _____, 20__, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings.** The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. **Notice Addresses.** All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

[Name of Department]
County of Plumas
[Street address]
[City, state, zip]
Attention: [Name of contact person/official]

Contractor:

[Name]
[Street address]
[City, state, zip]
Attention: [Name of contact person/official]

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

_____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS _____

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

[Name], a [type of Entity]

By: _____
Name:
Title:
Date signed:

By: _____
Name:
Title:
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name:
Title:
Date signed:

APPROVED AS TO FORM:

Deputy County Counsel

EXHIBIT A

Scope of Work

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

EXHIBIT B

Fee Schedule

_____ COUNTY INITIALS

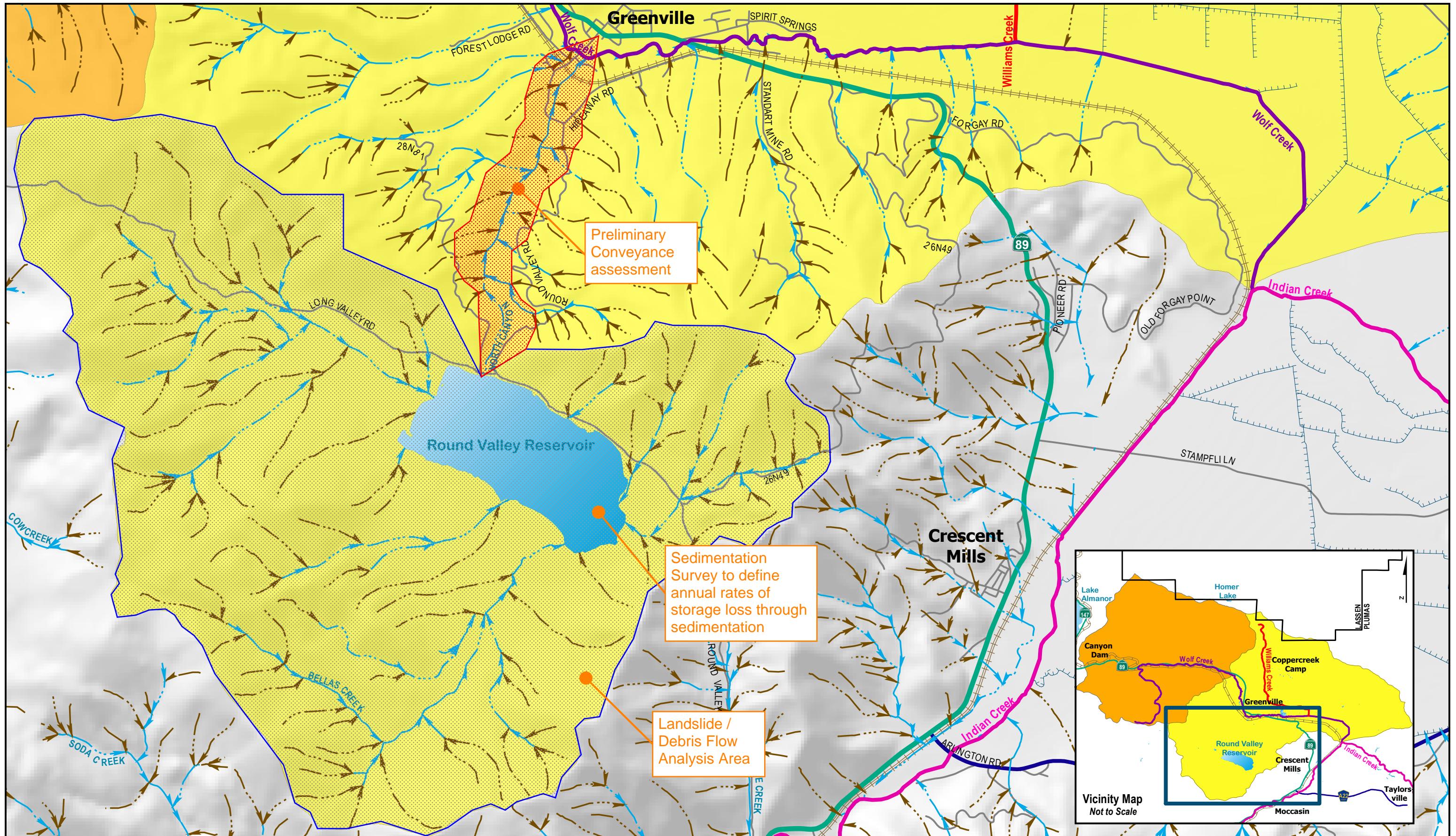
- 9 -

CONTRACTOR INITIALS _____

RFQ

PLUMAS COUNTY IN ASSOCIATION WITH
INDIAN VALLEY COMMUNITY SERVICES DISTRICT
ISSUED NOVEMBER 1, 2024
DEADLINE DECEMBER 2, 2024

ATTACHMENT 2
ROUND VALLEY RESERVOIR FLOW DIRECTION EXHIBIT



ROUND VALLEY RESERVOIR FLOW DIRECTION (NHD)

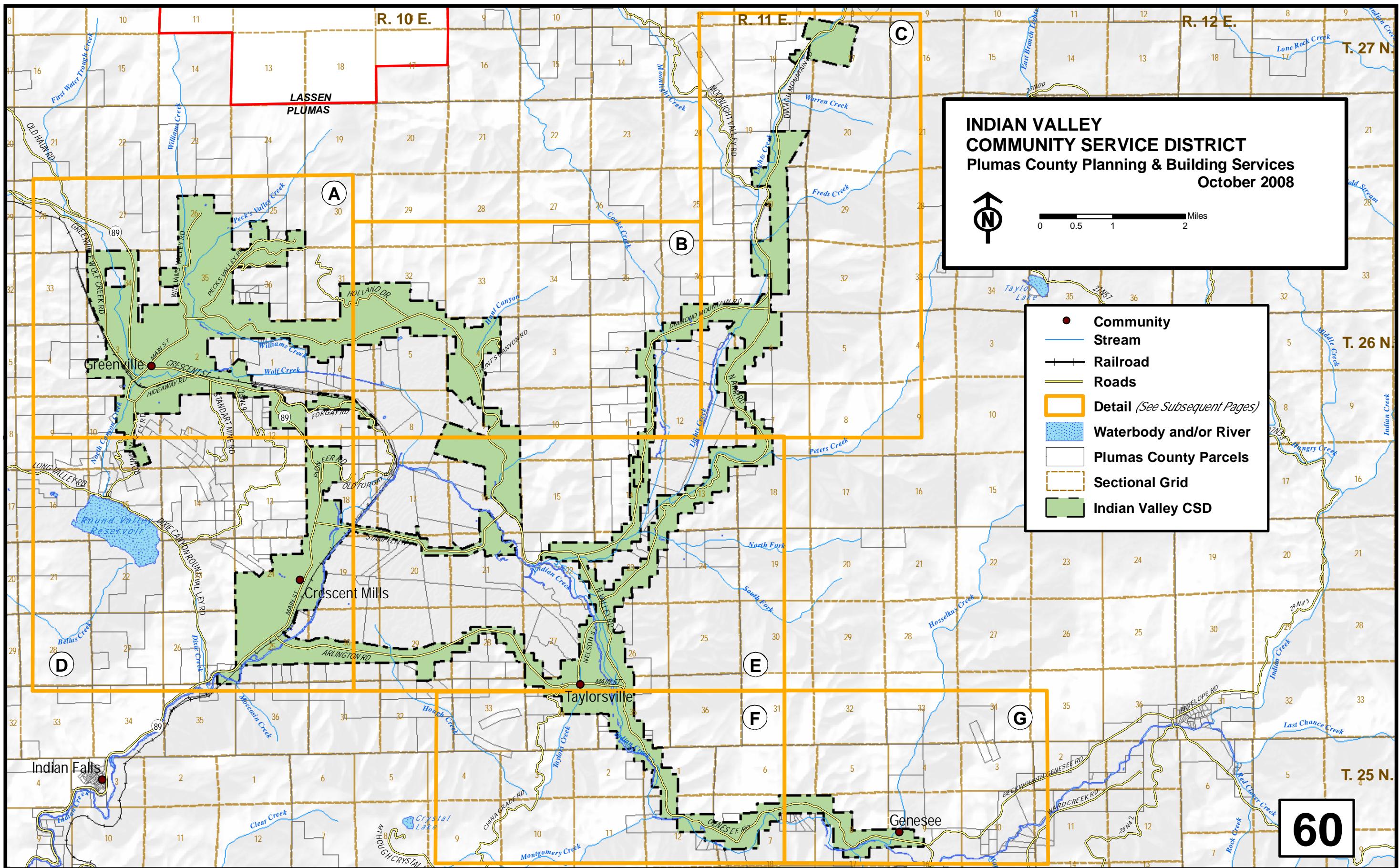
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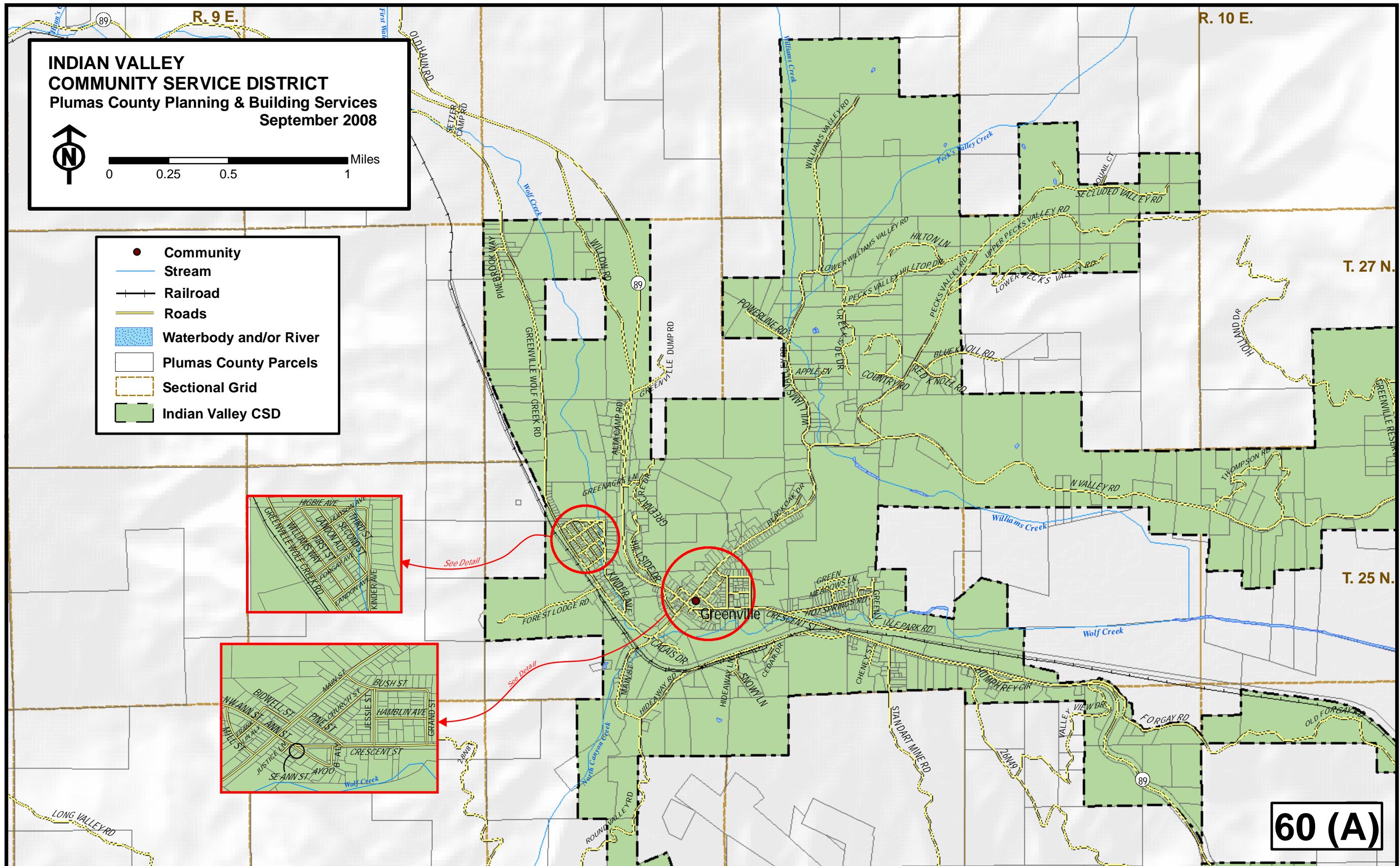
PLUMAS COUNTY IN ASSOCIATION WITH
INDIAN VALLEY COMMUNITY SERVICES DISTRICT

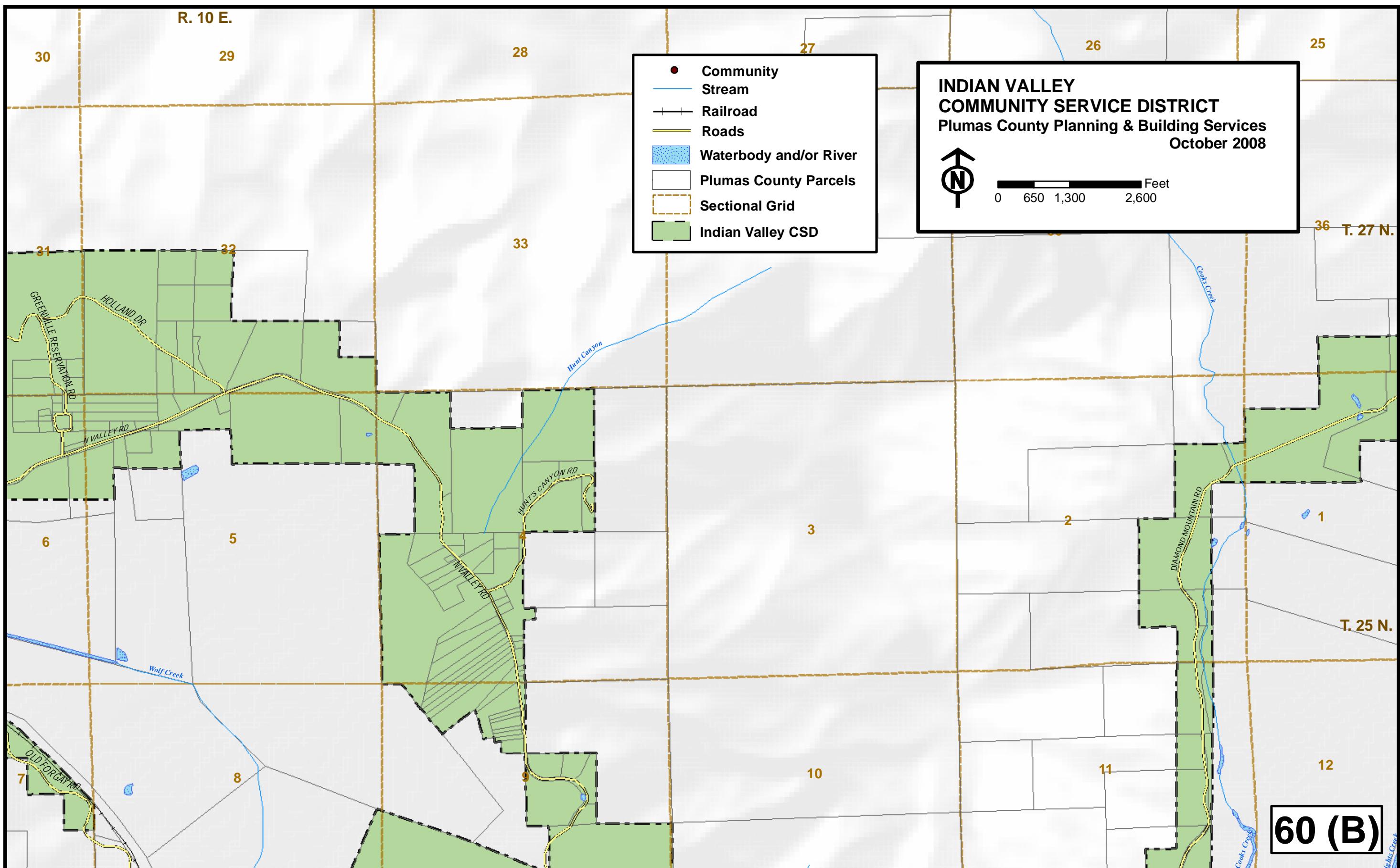
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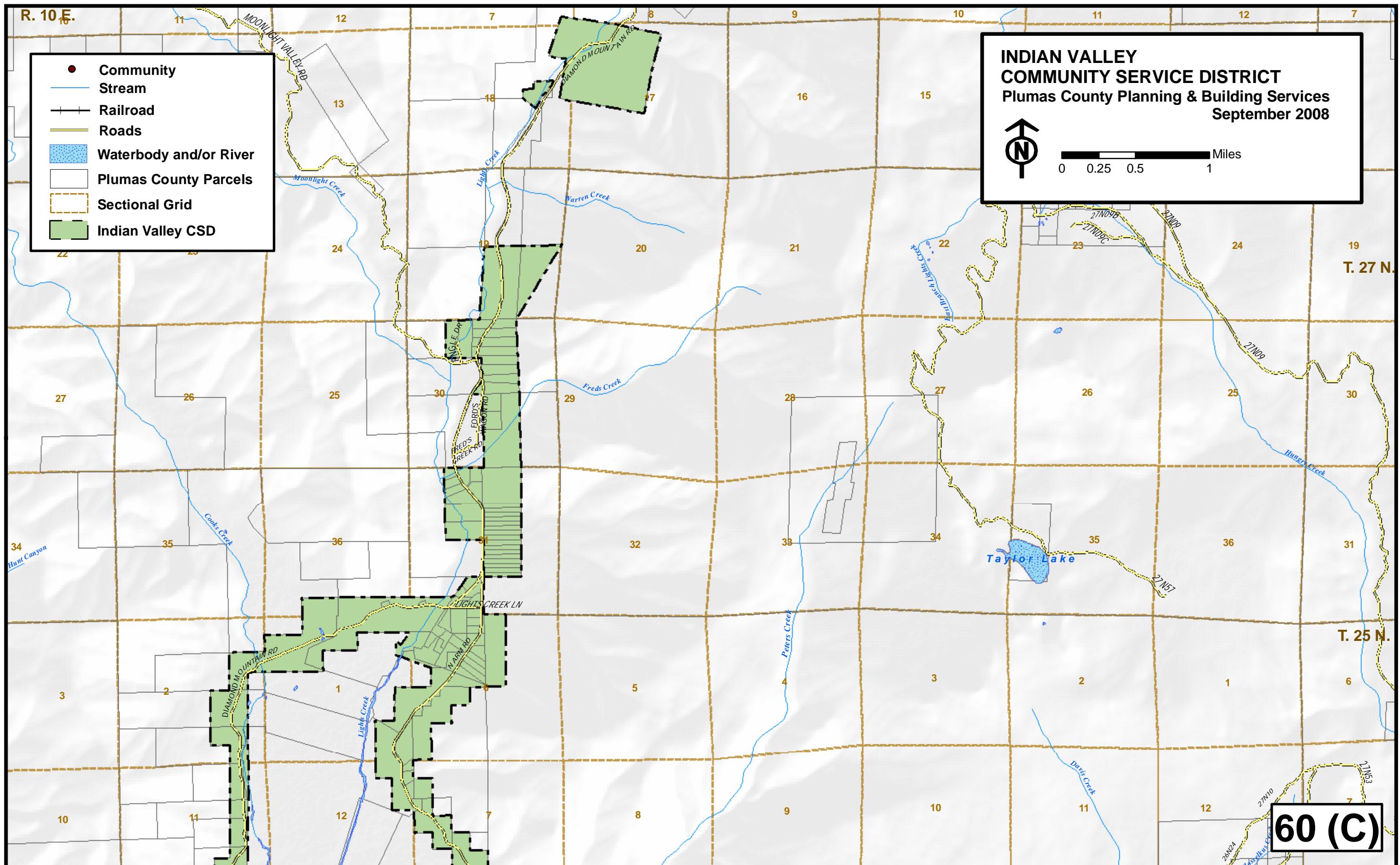
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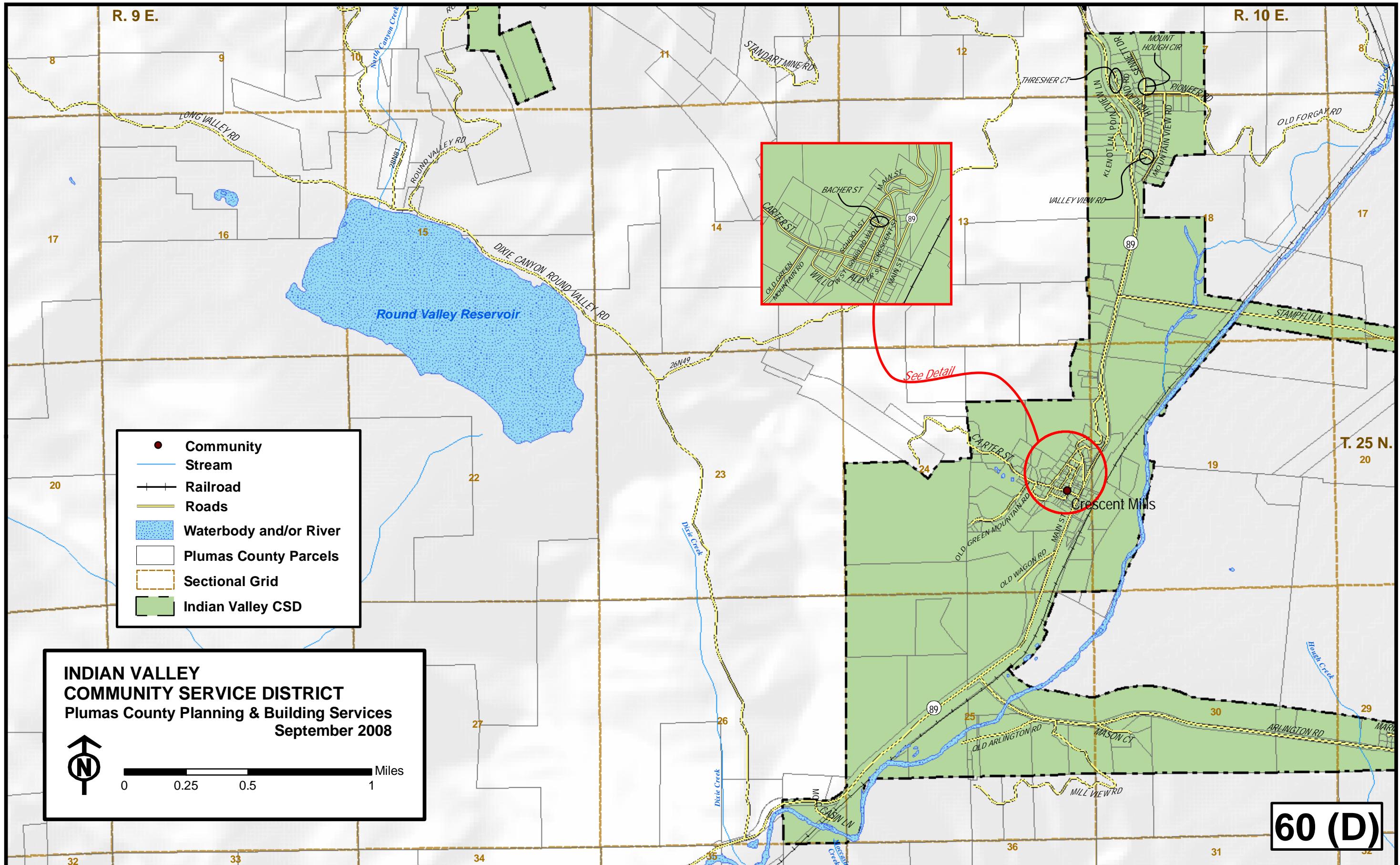
ATTACHMENT 3
IVCSD GREENVILLE AND GREATER SERVICE AREA

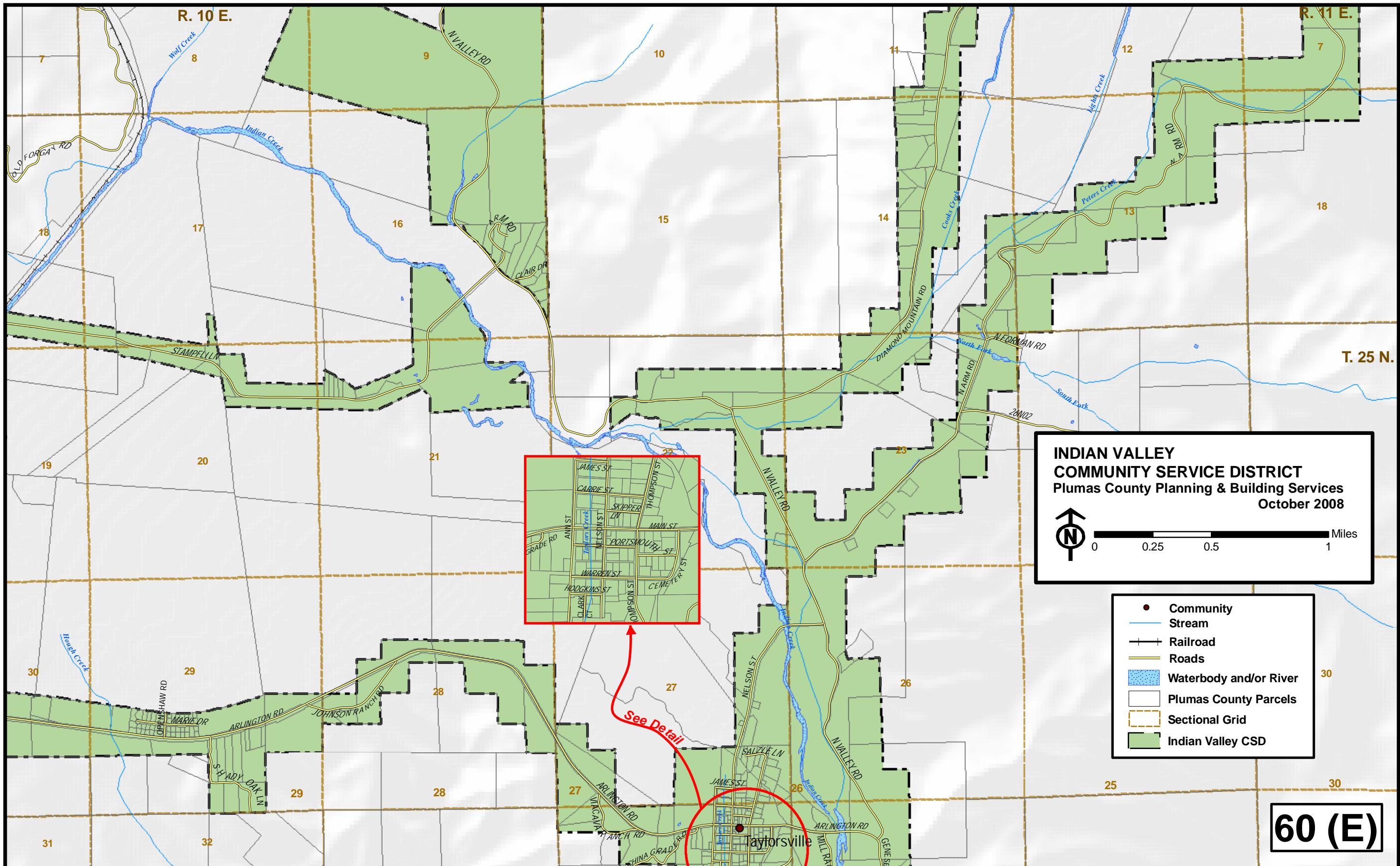


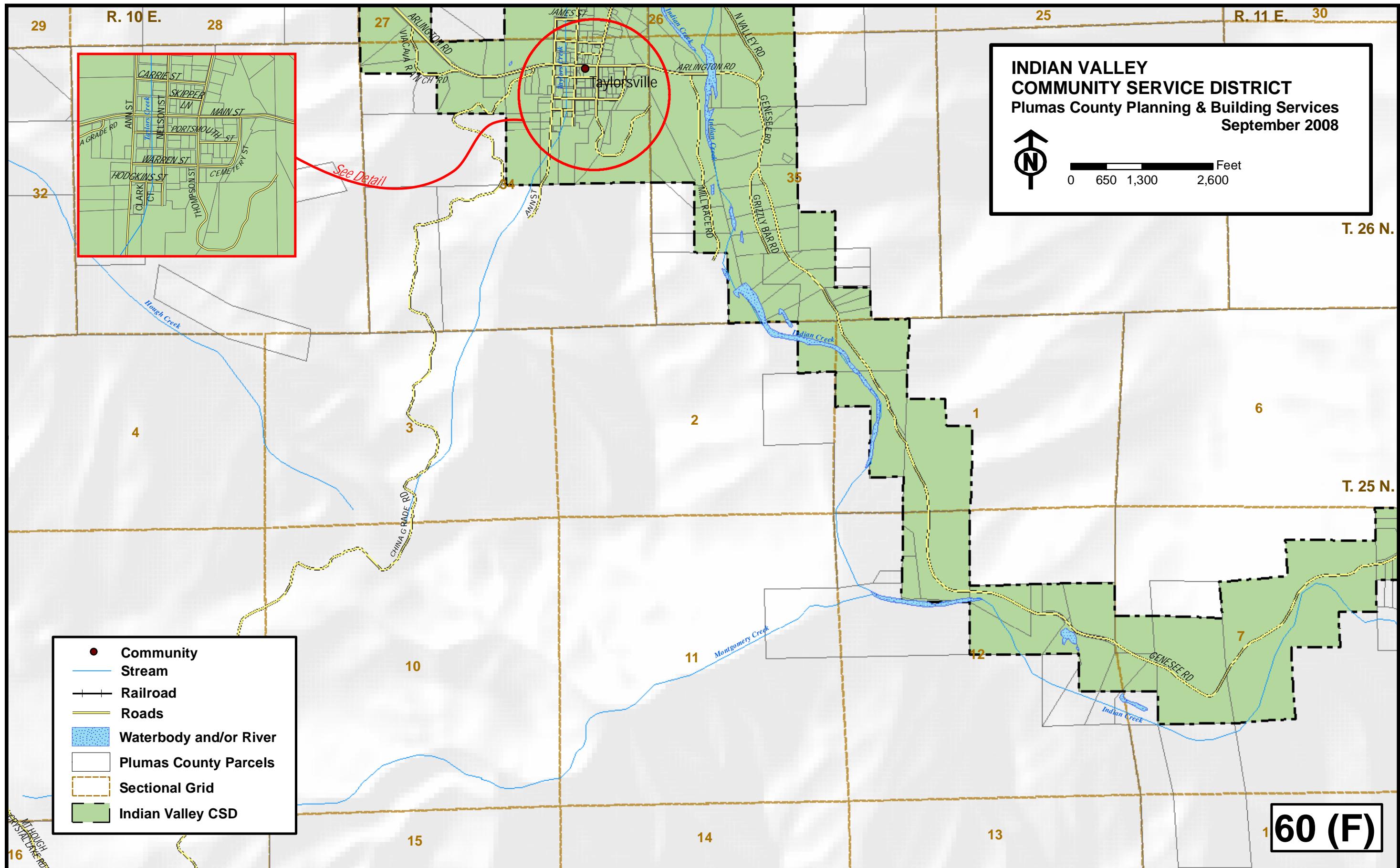






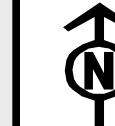






R. 11 E.

INDIAN VALLEY
COMMUNITY SERVICE DISTRICT
Plumas County Planning & Building Services
September 2008

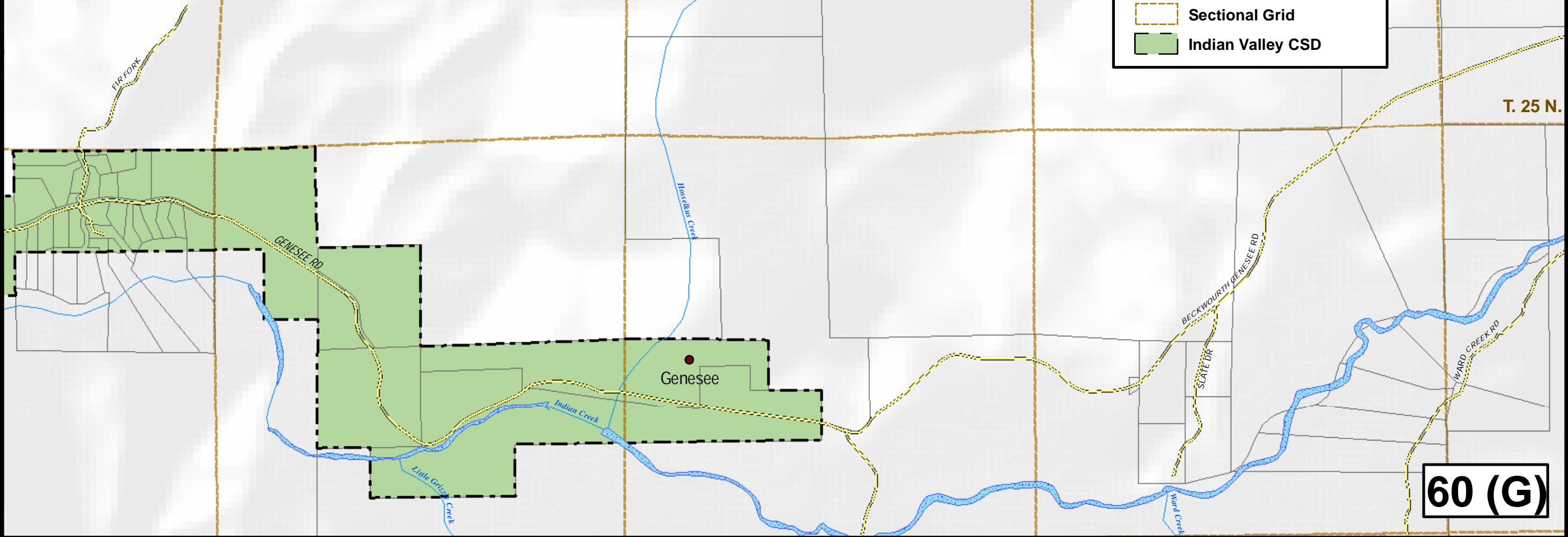


0 0.125 0.25 Miles

T. 26 N.

- Community
- Stream
- Railroad
- Roads
- Waterbody and/or River
- Plumas County Parcels
- Sectional Grid
- Indian Valley CSD

T. 25 N.



Source File: Indian Valley CSD 9-2008(Details).mxd
Date Created: 9/22/08 (BO)
Projection: California State Plane Zone 1, NAD 1983