REQUEST FOR QUALIFICATIONS – NO. 2026-500-ADA
ON-CALL ARCHITECTURAL DESIGN SERVICES

ATTACHMENT C – SAMPLE CONSULTANT SERVICES AGREEMENT

CONSULTANT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF HUMBOLDT AND ____[NAME OF CONSULTANT]_____ FOR FISCAL YEARS [2026-2027] THROUGH [2030-203 1]

This Agreement, entered into this ____ day of_____, 20[26_], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ____[Name of Consultant]____, a ____[Name of State]_____[type of business]____, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, on September 7, 2016, COUNTY entered into a Consent Decree with the United States Department of Justice which required the commencement of the Humboldt County Americans with Disabilities Act Compliance Project; and

WHEREAS, the purpose of the Humboldt County Americans with Disabilities Act Compliance Project is to bring all COUNTY owned and leased facilities into compliance with the standards of the Americans with Disabilities Act of 1990 (ADA), California Building Codes (CBC), and other accessibility laws, regulations, and standards; and

WHEREAS, COUNTY, by and through its County Administrative Office ADA Compliance Team, desires to retain a qualified professional architectural design firm to provide specified architectural design and project management services, on an on-call basis, in order to assist COUNTY with meeting the goals and objectives of the Humboldt County Americans with Disabilities Act Compliance Project; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT has represented that it is specially trained, skilled, experienced and qualified to perform the types of architectural design and project management services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

   A. Professional Services. CONSULTANT agrees to furnish specified professional architectural design and project management services for specific ADA remodeling projects, on an on-call basis, in accordance with the criteria, schedule and fiscal requirements set forth in project specific Task Orders, a sample of which is attached hereto as Exhibit A and incorporated herein by reference. In providing such services CONSULTANT agrees to fully cooperate with the Project Manager of the Humboldt County Administrative Office or a designee thereof, hereinafter referred to as "Project Manager."

B. Task Orders. Prior to issuing Task Orders pursuant to the terms and conditions of this Agreement, COUNTY will discuss the scope of services required for the specific ADA remodeling project with CONSULTANT. CONSULTANT shall be responsible for preparing a detailed scope of services, project schedule, project budget and schedule of rates for each Task Order issued hereunder. Once a Task Order is issued, and written authorization is given by COUNTY, CONSULTANT shall perform the required services within the agreed upon parameters set forth therein. Compensation paid pursuant to the terms and conditions of this Agreement will be based on the wage rates established in each individual Task Order. The timing and scope of individual Task Orders will largely depend on the requirements of each specific ADA remodeling project. COUNTY does not guarantee that any specific number of Task Orders, if any, will be issued pursuant to the terms and conditions of this Agreement.

C. Plan Review. At the request of the COUNTY, CONSULTANT shall provide third party independent peer review of drawings and specifications by a Certified Access Specialist (CASp) to review and provide comment on project documents for the merits set forth in the applicable provisions of Title 24 of the California Code of Regulations (CCR) Parts 2 and 10 (CBC), 2010 ADA Standards, and the federal ADA Accessibility Guidelines for projects assigned to other design firms on an on-call basis. Review comments should be returned to the county within two weeks of assignment.

2. OBLIGATIONS OF COUNTY:

A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with all background data necessary for CONSULTANT to complete the services required by project specific Task Orders issued hereunder.

B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement and project specific Task Orders issued hereunder. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.

C. Review of Submitted Materials. All draft reports, sketches, proposals and other documents prepared by CONSULTANT pursuant to the terms and conditions of project specific Task Orders issued hereunder shall be reviewed for compliance with any and all applicable ADA accessibility requirements by COUNTY's Independent Licensed Architect. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents prepared by CONSULTANT pursuant to the terms and conditions of project specific Task Orders issued hereunder within [_____] (__) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for a period of three (5) years, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required by a project specific Task Order issued hereunder within the time limits specified therein, or otherwise fails to comply with the terms of this Agreement, or violates any

ordinance, regulation or other law applicable to its performance herein, COUNTY shall have the right to cancel or terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause, at any time, upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions of a project specific Task Order issued hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

5. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and expenses incurred, pursuant to the terms and conditions of project specific Task Orders issued hereunder, is Three Hundred Thousand Dollars ($300,000.00). CONSULTANT agrees to perform all services required by any and all project specific Task Orders issued pursuant to the terms and conditions of this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided pursuant to the terms and conditions of project specific Task Orders issued hereunder, or terminate this Agreement as provided herein.

B. Additional Services. Any additional services not otherwise provided for in a project specific Task Order issued pursuant to the terms and conditions of this Agreement shall not be provided by CONSULTANT, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONSULTANT shall submit to COUNTY progress reports and invoices which itemize all services provided as of the invoice date in accordance with the payment schedule set forth in each individual project specific Task Order issued pursuant to the terms and conditions of this Agreement. All invoices submitted by CONSULTANT shall be in a format approved by, and shall include backup documentation as specified by, the Project Manager and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment not more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and expenses incurred, pursuant to the terms and conditions of project specific Task Orders issued hereunder shall be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONSULTANT shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office
ADA Compliance Team
Attention: Travis I. Smith, CAO Project Manager
825 Fifth Street, Room 112
Eureka, California 95501

7. NOTICES:

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

COUNTY: Humboldt County Administrative Office
ADA Compliance Team
Attention: Travis I Smith, CAO Project Manager
825 Fifth Street, Room 112
Eureka, California 95501
ada@co.humboldt.ca.us

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person]
[Street Address]
[City, State Zip Code]
[Email]

8. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports which may be required by local, state or federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder shall be submitted in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided pursuant to the terms and conditions of project specific Task Orders issued hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of project specific Task Orders issued hereunder.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subconsultants, related to the services provided pursuant to the terms and conditions of project specific Task Orders issued

hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the services provided pursuant to the terms and conditions of this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement and project specific Task Orders issued hereunder, including the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT will cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of project specific Task Orders issued hereunder.

11. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In connection with the execution of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures, and standards.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards pertaining to confidentiality and/or privacy.

12. NONDISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subconsultants, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including

HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classification protected by local, state or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subconsultants, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Title 41 of the Code of Federal Regulations Part 60; and any other applicable local, state and federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE:

By executing this Agreement, CONSULTANT certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.), and will provide a drug-free workplace by doing all of the following:

A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:

1. The dangers of drug abuse in the workplace;

2. CONSULTANT's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of project specific Task Orders issued hereunder will:

1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and

2. Agree to abide by the terms of CONSULTANT's Drug-Free Policy as a condition of employment.

D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligence, recklessness or willful misconduct in the performance of the services required by project specific Task Orders issued pursuant to the terms and conditions of this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement, shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONSULTANT pursuant to the terms and conditions of project specific Task Orders issued hereunder regardless of whether or not any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subconsultants hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees and subconsultants:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars ($2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars ($1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, non-owned and hired vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.

4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars ($2,000,000.00) for each occurrence, Four Million Dollars ($4,000,000.00) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insureds for liability arising out of the services provided by, or on behalf of, CONSULTANT pursuant to the terms and conditions of project specific Task Orders issued hereunder. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

   a. Includes contractual liability.

   b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."

   c. Is the primary insurance with regard to COUNTY.

   d. Does not contain a pro-rata, excess only and/or escape clause.

   e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.

6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other remedies available under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501
riskmgmt@co.humboldt.ca.us

Humboldt County Administrative Office
ADA Compliance Team
Attention: Travis I. Smith, CAO Project Manager
825 Fifth Street, Room 112
Eureka, California, 95501
ada@co.humboldt.ca.us

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person]

[Street Address]
[City, State Zip Code]
[Email]

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, employees, and subconsultants.

18. THIRD PARTY BENEFICIARIES:

CONSULTANT shall require that all subconsultants hereunder agree to be bound by the applicable terms and conditions of this Agreement. However, nothing herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties.

19. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIRMENTS:

CONSULTANT agrees to comply with any and all local, state and federal laws and regulations applicable to the services required by any and all project specific Task Orders issued pursuant to the terms and conditions of this Agreement. CONSULTANT further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure refereed to this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

22. SEVERABILITY:

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

23. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

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

25. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

27. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

28. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed pursuant to the terms and conditions of project specific Task Orders issued hereunder shall not operate as a waiver or release of any breach of this Agreement.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event this Agreement is terminated, for any reason whatsoever, CONSULTANT shall promptly turn over to COUNTY, without hesitation or reservation, any and all information, writings and documents pertaining to the services provided pursuant to the terms and conditions of project specific Task Orders issued hereunder.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the

County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Project Manager.

32. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered pursuant to the terms and conditions of project specific Task Orders issued hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

33. ATTORNEY FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL:

The duties and obligations of the parties set forth in Section 4.D. – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

41. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

[CONSULTANT'S NAME]:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____
County Purchasing Agent

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

LIST OF EXHIBITS:

Exhibit A – Sample Task Order

EXHIBIT A
SAMPLE TASK ORDER
____[Name of Consultant]_____
Consultant Services Agreement Dated [_____, 20[__]]

This Task Order issued pursuant to the terms and conditions of the Consultant Services Agreement dated _____ _, 20[_], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and _____[Name of Consultant]_____, a _____[Name of State] [type of business]___, hereinafter referred to as "CONSULTANT," is intended to supplement the terms and conditions contained in the Consultant Services Agreement:

WHEREAS, the definitions, terms and conditions set forth in the Consultant Services Agreement dated _____, 20[__], are incorporated herein by reference as if set forth in full and shall be fully binding upon the parties hereto; and

WHEREAS, notwithstanding anything contained herein, any and all definitions, terms and conditions contained in the Consultant Services Agreement shall control to the exclusion of any different, contrary or conflicting definitions, terms or conditions set forth herein.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

   A. Professional Architectural Design Services. [List and describe the architectural design services to be performed pursuant to the terms and conditions of this Task Order, as applicable]

   B. Professional Project Management Services. [List and describe the project management services to be performed pursuant to the terms and conditions of this Task Order, as applicable]

   C. Plan Review Services. The preferred Successful Consultants shall provide third party independent peer review by a Certified Access Specialist Design Review as requested by county for any assigned projects that have aspects related to California disabled accessibility requirements.

   D. Deliverables. [List and describe the deliverables to be submitted by CONSULTANT pursuant to the terms and conditions of this Task Order, as applicable]

   E. Acceptance Criteria. [List and describe the standards to be achieved for each deliverable submitted by CONSULTANT pursuant to the terms and conditions of this Task Order, as applicable]

2. REPORTING REQUIREMENTS:

   [List and describe the specific reporting requirements that CONSULTANT must comply with pursuant to the terms and conditions of this Task Order, as applicable]

3. PROJECT SCHEDULE:

   [List and describe project milestones/timeline for performance of the professional architectural design and project management services required pursuant to the terms and conditions of this Task Order]

4. PROJECT BUDGET:

A. Maximum Amount Payable. [Describe the maximum amount payable for the professional architectural design and project management services rendered, and costs and expenses incurred, pursuant to the terms and definitions of this Task Order]

B. Schedule of Rates. [List and describe the specific wage rates and costs for the professional architectural design and project management services that will be performed pursuant to the terms and conditions of this Task Order]

C. Payment Schedule. [Describe the frequency by which invoices will be submitted to COUNTY (i.e. annual/semi-annual/quarterly/monthly)]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

[CONSULTANT'S NAME]:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____
County Purchasing Agent

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management