



**REQUEST FOR QUALIFICATIONS:
(RFQ No. DPW2023-001)**

**Professional Architecture and Engineering Services
for the Garberville Veterans Hall Project**

Date Released: March 30, 2023

Statements of Qualifications Due: April 17, 2023 (Received by 4 p.m.)

**Humboldt County Public Works
1106 Second Street
Eureka, California 95501**

**REQUEST FOR QUALIFICATIONS – NO. DPW2023-001
PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES
FOR THE GARBERVILLE VETERANS HALL PROJECT**

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1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Qualifications.
- D. **Consultant.** As used herein, the term “Consultant” refers to any individual, firm or company submitting a Statement of Qualifications in response to this Request for Qualifications.
- E. **Consultant Services Agreement.** As used herein, the term “Consultant Services Agreement” refers to the contract between the County and the Successful Consultant regarding the provision of the professional architecture and engineering services.
- F. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Facilities Management Division.
- G. **Project.** As used herein, the term “Project” refers to the Garberville Veterans Hall Project.
- I. **Project Team.** As used herein, the term “Project Team” refers to the members of a Consultant’s staff, and all subconsultants, that will be responsible for providing the professional architecture and engineering services set forth in this Request for Qualifications.
- J. **Statement of Qualifications.** As used herein, the term “Statement of Qualifications” refers to the document submitted by a Consultant in response to this Request for Qualifications.
- M. **Successful Consultant.** As used herein, the term “Successful Consultant” refers to the individual, firm or company that the County chooses to enter into a final Consultant Services Agreement with after the review, evaluation, selection, contract negotiation and approval processes set forth in this Request for Qualifications have been successfully completed.
- N. **Services.** As used herein, the term “Services” refers to specified professional architecture and engineering services that are required to assist the County with the Garberville Veterans Hall Project.

1.2 Abbreviations:

- G. **RFQ.** As used herein, the abbreviation “RFQ” refers to this Request for Qualifications seeking consulting firms to provide professional design engineering services to assist the County with the Garberville Veterans Hall Project.
- H. **SOQ.** As used herein, the abbreviation “SOQ” refers to a Statement of Qualifications submitted by a Consultant in response to this Request for Qualifications.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt (“County”), by and through its Public Works Department – Facilities Management Division, is issuing this request for Qualifications (“RFQ”) to retain an experienced and qualified consulting firm to provide professional architecture and engineering services (“Services”) for the Garberville Veterans Hall Project (“Project”). The Successful Consultant must have the ability to provide trained and experienced personnel and staff to perform the Services set forth in this RFQ, which include, without limitation, preparing programming and planning studies, architectural design, building engineering and other miscellaneous support services. It should be noted that this RFQ is a non-binding solicitation for such Services and may be canceled at any time.

2.2 Project Background:

The project will include the design and construction of a new, approximately 3,600 square feet (sf), Veterans’ Memorial Hall, on County-owned land located in Garberville, California. There is an existing Memorial Hall on the site that is in the process of being demolished. The site will be fully cleared of all previous improvements and will be ready for a complete redevelopment, including hardscape and landscape exterior areas and site improvements as necessary to construct a new facility for use by recognized Veterans groups, for the County, and for the public as allowed.

The project will be a fully sprinklered building and may include, without limitation, all of the following: concrete; masonry; metals; carpentry; casework; thermal and moisture protection; doors and windows; finishes; specialties; kitchen equipment; electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security systems; site improvements; fencing; site utilities; supplemental photovoltaic (solar) power and storage; emergency power; and fire protection systems.

2.3 Process Overview:

Information received as part of the Statements of Qualification (“SOQ”) submitted in response to this RFQ shall be objectively evaluated to identify the Consultant that is best qualified to provide the Services set forth in this RFQ. At the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in this RFQ, a Consultant Services Agreement pertaining to the provision of Services set forth in this RFQ will be awarded to the Successful Consultant. The final Consultant Services Agreement will have a term of two (2) years unless, prior to its expiration, such term is extended through written amendment to the Consultant Services Agreement. The maximum total amount payable by the County pursuant to the terms and conditions of the Consultant Services Agreement is currently estimated at Two Hundred Fifty Thousand Dollars (\$250,000.00).

3.0 PRELIMINARY SCOPE OF SERVICES:

3.1 Outline of Anticipated Services:

The outline of anticipated services presented herein is for the primary purpose of allowing the County to compare SOQs submitted in response to this RFQ. The precise scope of services that will be incorporated into the final Consultant Services Agreement shall be the subject of negotiations between the County and the Successful Consultant.

- A. **Architecture and Engineering Services.** The types of architecture and engineering services that the Successful Consultant may be required to provide pursuant to the terms and conditions of the final Consultant Services Agreement may include, without limitation, all of the following:
1. Providing pre-design services such as programming, site planning, analysis of existing site conditions, identifying site issues requiring further investigation and coordination, and general project budget estimating for planning purposes. Deliverables may include programming documentation, bubble diagrams, planning drawings, code compliance reports, existing building surveys, and CAD drawings of existing buildings.
 2. Providing project planning; architecture, interior design, landscape architecture, and associated engineering for the project. Work will be structured in phases and will include discrete phases of pre-design, schematic design, design development, construction documents, bidding & negotiations, construction administration, and project closeout. Deliverables may include drawings, specifications, engineering calculations, energy calculations, miscellaneous reports, construction cost estimates, construction administration documentation, as-built drawings and letters of conformance.
 3. Providing full consulting engineering services to complete the project, expected to include geotechnical engineering, civil engineering, structural engineering, mechanical engineering, electrical engineering, fire protection and other building systems engineering as required by the scope of the project.
 4. Providing wet and dry utility coordination with utility providers including electricity, natural gas, water, sewer and other utility services as may be required for the construction and future operation of the building. This will include expediting a PG&E electrical service application with follow-up support as necessary.
 5. Reviewing and recommending facility resiliency and sustainability measures including emergency power generation, supplemental photovoltaic (solar) power and storage, rainwater and/or gray water harvesting systems, and other applicable technologies or approaches as warranted by the project site, stakeholder inputs, and budgetary restrictions.
 6. Coordinating and managing the entitlement and permitting process for the project, including planning and zoning reviews, building department submittal of construction documents, and addressing all construction document modifications required to secure agency approvals throughout the process. The Successful Consultant will prepare all applications and attend meetings or hearings as necessary to secure all approvals.
 7. Reviewing and incorporating salvaged building elements into the design from the previous Garberville Veterans Hall, including a flagpole, historical plaque, and roof structural members.
 8. Ensuring that all applicable construction plans, specifications and designs for the project comply with the Americans with Disabilities Act Accessibility Design Guidelines and Standards.

3.2 Project Development:

The County anticipates that the Successful Consultant will maintain timely and regular communication with the County throughout the term of the final Consultant Services Agreement in order to plan and organize information, including, without limitation, participating in regular planning and coordination meetings.

4.0 REQUIREMENTS STATEMENT:

4.1 Eligibility Requirements:

A. **Required Qualifications.** In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, Consultants must possess, at a minimum, all of the following qualifications:

1. At least six (6) years of experience in providing services equivalent to those set forth in this RFQ.
2. Familiarity with local, state and federal laws, regulations, standards and best practices applicable to the Services set forth in this RFQ.
3. Familiarity with local coordinate, global positioning and geographic information systems.
4. Knowledge of current architecture and engineering practices and techniques, including, without limitation, the ability to prepare and review construction plans and specifications.
5. Knowledge of the standard methods, techniques, and practices used in the design and construction of a variety of public works projects in the State of California.
6. Good verbal and written communication skills.

B. **Required Personnel.** In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, Consultants must have personnel that are capable, competent and experienced in performing the Services set forth herein with minimal instruction. The types of personnel that Consultants must have available shall include, without limitation, appropriately licensed architects, project managers, professional engineers and engineering staff that are responsible for providing, coordinating and scheduling the Services set forth in this RFQ.

4.2 Licensure, Certification and Accreditation Requirements:

In order to be considered for an award of a Consultant Services Agreement pursuant to this RFQ process, Consultants must be in compliance with any and all applicable local, state, and federal licensure, certification and accreditation requirements and standards.

5.0 SCHEDULE EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFQ process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time (“PST”). The County hereby reserves the right, at its sole discretion, to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of SOQs.

EVENT	DATE
RFQ Issued by the County:	March 30, 2023
Deadline for Submission of Questions:	April 10, 2023
Deadline for Responses to Questions:	April 12, 2023
Deadline for SOQs to be Received:	April 17, 4:00 p.m. PST
Consultant Interviews (if necessary):	TBD
Completion of Review and Evaluation Process:	April 19, 2023
Finalization of Consultant Services Agreement:	April 25, 2023
Recommendation of Award to Board of Supervisors:	TBD
Start Date of Consultant Services Agreement:	TBD

6.0 GENERAL INFORMATION REGARDING STATEMENTS OF QUALIFICATIONS:

6.1 Submission of Statements of Qualifications:

Consultants shall prepare and submit one (1) original SOQ, and one (1) electronic copy thereof, in PDF format on a CD, DVD or thumb drive, by **4:00 p.m. PST**, on **April 17, 2023**. SOQs shall be signed by an authorized agent of the Consultant, and must be placed in a sealed envelope clearly marked “RFQ No. DPW2022-003” along with the name and address of the Consultant and the closing date and time for submission of SOQs. SOQs that are not signed by an individual authorized to bind the Consultant will be rejected. SOQs shall be personally delivered or mailed to:

COUNTY: Humboldt County Department of Public Works – Facilities Management Division
Attention: Sean Meehan, Deputy Director
1106 Second Street
Eureka, California 95501

SOQs submitted to any other County office will be rejected and returned to the Consultant unopened. Time is of the essence, and any SOQs received after the above-referenced date and time for submittal, whether by mail or otherwise, will be rejected and returned to the Consultant unopened. It is the sole responsibility of the Consultant to ensure that its SOQ is received before the submittal deadline, and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFQ precludes the County from extending the deadline for submission of SOQs or from requesting additional information at any time during the evaluation process.

6.2 Withdrawal of Submitted Statements of Qualifications:

A Consultant may withdraw its SOQ at any time prior to the above-referenced submittal deadline by

submitting a written notification of withdrawal signed by the consultant or an authorized representative thereof. Consultants must retrieve the entire sealed SOQ package in person. SOQs will become the County's property after the submission deadline has passed.

6.3 Modification of Submitted Statements of Qualifications:

Any Consultant who wishes to make modifications to a submitted SOQ must withdraw its initial SOQ as required by this RFQ. It is the responsibility of the Consultant to ensure that a modified SOQ is resubmitted before the designated deadline for submission of SOQs in accordance with the terms of this RFQ. SOQs may not be changed or modified after the submission deadline.

6.4 Consultant Investigations:

Before submitting a SOQ, each Consultant shall make all investigations and examinations necessary to ascertain its ability to perform the Services set forth in this RFQ in accordance with the requirements and standards described herein. In addition, each Consultant shall verify any representations made by the County that the Consultant will rely upon. Failure to make such investigations and examinations will not relieve the Consultant from its obligation to comply with all provisions and requirements set forth in this RFQ. In addition, a Consultant's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Consultant.

6.5 Conflict of Interest:

By submitting a SOQ in response to this RFQ, Consultant warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been employed or retained to assist in the preparation or submission of such SOQ.

6.6 Public Records and Trade Secrets:

All SOQs and materials submitted in response to this RFQ shall become the County's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFQ, and all SOQs submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a SOQ that is deemed to be a trade secret by the Consultant shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the Consultant agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a SOQ in response to this RFQ, the Consultant agrees that the County's failure to contact the Consultant prior to the release of any proprietary information contained therein will not be a basis for liability by the County or any employee thereof.

6.7 Expenses Incurred in Preparing Statements of Qualifications:

The County accepts no responsibility for, and shall not pay any costs resulting from, or associated with, a Consultant's participation in this RFQ process, including, without limitation, the preparation and presentation of a SOQ.

6.8 Right to Reject Statements of Qualifications:

The County reserves the unqualified right to reject any and all SOQs or to waive, at its sole

discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a SOQ.

7.0 **REQUIRED FORMAT OF STATEMENTS OF QUALIFICATIONS:**

7.1 **General Instructions and Information:**

A. Content Requirements. In order for SOQs to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, the following conditions must be satisfied:

1. SOQs must be submitted in accordance with the standards and specifications set forth in this RFQ and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
2. SOQs must be complete and specific unto themselves. For example, “*See Enclosed Brochure*” will not be considered an acceptable response.
3. SOQs must contain information which enables the County to evaluate the Consultant’s ability to provide the Services set forth in this RFQ.
4. All information, statements, letters and other documentation and attachments required by this RFQ must be included with the SOQ.
5. Receipt of all Addenda to this RFQ, if any, must be acknowledged on the bottom of the Signature Affidavit sheet attached to the SOQ.

B. Presentation Requirements. In order for SOQs to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, the following conditions must be satisfied:

1. SOQs must be bound or contained in loose leaf binders. However, costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.
2. SOQs must be uniformly typed in twelve (12) point font on standard eight and one-half (8.5) by eleven (11) inch white paper, single or double sided, with:
 - a. Each section and subsection clearly titled;
 - b. Each page consecutively numbered, including all attachments;
 - c. Each page having one (1) inch margins; and
 - d. Each page being clean and suitable for copying.
3. SOQs must not be any more than seventy-five (75) pages in length. SOQs exceeding such maximum page length may be rejected by the County.

C. Formatting Requirements. In order to be considered for award of a Consultant Services Agreement pursuant to this RFQ process, SOQs shall include all of the sections set forth below. Failure to follow this format may result in the rejection of the SOQ.

1.0 Introductory Letter

- 2.0 Signature Affidavit
- 3.0 Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 6.0 References
- 7.0 Supplemental Documentation
- 8.0 Evidence of Insurability and Business Licenses
- 9.0 Exceptions, Objections and Requested Changes
- 10.0 Required Attachments

7.2 **Introductory Letter:**

The introductory letter shall, in one (1) page or less, summarize Consultant’s qualifications and experience regarding the provision of the Services set forth in this RFQ. The introductory letter must provide the Consultant’s current contact information, list any subconsultants that may be used to provide the Services set forth in this RFQ and identify where such Services will be performed. The introductory letter shall be signed in blue ink by an authorized representative of the Consultant.

7.3 **Signature Affidavit:**

Each SOQ must contain a signed and completed Signature Affidavit, which is attached to this RFQ as Attachment C – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Consultant. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 **Table of Contents:**

SOQs shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 10.0 listed above and any subsections thereof with sequential page numbers.

7.5 **Business Profile:**

SOQs shall include a clear and concise narrative which identifies the Consultant’s ability to provide the Services set forth in this RFQ.

A. Company Overview. The Business Profile must include an overview of the business structure and operation of the Consultant’s firm. The company overview should include, at a minimum, all of the following items:

1. The Consultant’s business name, physical location, mission statement, legal business status, and current staffing levels.
2. A detailed description of the Consultant’s current and previous business activities, including, without limitation:
 - a. The history of the Consultant’s firm, including the date when the firm was founded and how innovation and high-quality performance is fostered thereby.
 - b. The number of years the Consultant has been operating under the present business

name and any prior business names under which the Consultant has provided services equivalent to those set forth in this RFQ.

- c. The number of years the Consultant has been providing services equivalent to those set forth in this RFQ.
 - d. The total number of government agencies for which the Consultant has provided services equivalent to those set forth in this RFQ.
3. A detailed description of any litigation regarding the provision of services equivalent to those set forth in this RFQ that has been brought by or against the Consultant, including the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspension, or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Consultant has in any other firms or organizations, or whether the Consultant's firm is owned or controlled by any other firm or organization. If the Consultant does not hold a controlling or financial interest in any other firms or organizations that must be stated.

B. Overview of Qualifications and Experience. The Business Profile must include an overview of the Project Team's qualifications and experience regarding the provision of services equivalent to those set forth in this RFQ. The overview of qualifications and experience should include, at a minimum, all of the following items:

1. Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subconsultants that will be responsible for providing Services set forth in this RFQ.
2. The number of staff members employed by each subconsultant included in the Project Team that are currently providing services equivalent to those set forth in this RFQ.
3. A detailed description of the Project Team's overall experience in providing services equivalent to those set forth in this RFQ.
4. A detailed description of the qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in this RFQ, including, without limitation, job titles, responsibilities, special training, and licenses.

7.6 Quality Assurance Capabilities:

A. Description of Services. SOQs shall include an overview of how the Services provided by the Project Team will comply with the requirements set forth in this RFQ and the sample Consultant Services Agreement attached hereto. The description of services portion of the SOQ should include, at a minimum, all of the following items:

1. A detailed description of each Project Team member's role and responsibilities regarding the provision of the Services set forth in this RFQ.
2. A detailed description of any Services set forth in this RFQ that will not be included in the Services provided by the Project Team and the reason for the exclusion thereof.
3. A detailed description of any and all procedural techniques that the Project Team will utilize in order to add value to the Services set forth in this RFQ.

B. Project Understanding and Quality Control. SOQs must include an overview of the Consultant's policies and procedures regarding quality control. The quality control overview should include, at a minimum, all of the following items:

1. A detailed description of the Consultant's understanding of the requirements, challenges and potential hurdles applicable to the provision of the Services set forth in this RFQ.
3. A detailed description of the management strategies that will be utilized by the Consultant in order to achieve the goals and objectives of the project in an efficient manner.
4. A detailed description of the Consultant's abilities to implement innovative management techniques and identify opportunities for the use of such techniques.
5. A detailed description of the Consultant's management expertise and approach, and how such expertise and approach will assure staff continuity and timely provision of the Services set forth in this RFQ pursuant to the terms and conditions of a final Consultant Services Agreement.
6. A detailed description of the expected communication channels between the Consultant's staff and the County to ensure that the Services set forth in this RFQ will be performed to the County's satisfaction, including, without limitation, how potential problems will be resolved.

7.7 References:

- A. **Reference Data Sheet.** SOQs shall include a Reference Data Sheet, which is attached hereto as Attachment D – Data Reference Sheet and incorporated herein by reference as if set forth in full, containing present and past performance information from a minimum of three (3) former clients, preferably government agencies, to whom the Consultant has provided services equivalent to those set forth in this RFQ within the past five (5) years.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the Services and responsibilities set forth in this RFQ. Each reference must include, at a minimum, all of the following information:
 1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 2. The dates of project commencement and completion for each referenced client.

3. A detailed description of the services performed for each referenced client, including, without limitation, the time period in which such services were delivered.
4. A detailed description of how the services provided by the Consultant led to accomplishment of each referenced client's project objectives.
5. A detailed description of the amount and outcome of each referenced client's project.
6. A verification that all information provided in the Reference Data Sheet is true and correct to the best of the Consultant's knowledge.

7.8 Supplemental Documentation:

SOQs shall include a detailed description of any and all reports, drawings, studies, invoices and any other pertinent documents, that may be prepared and/or used to provide the Services set forth in this RFQ pursuant to the terms and conditions of a final Consultant Services Agreement. Samples of each document described in the documentation section of the SOQ shall be attached thereto.

7.9 Evidence of Insurability and Business Licenses:

All Consultants shall submit evidence of eligibility for all insurances required by the sample Consultant Services Agreement that is attached hereto as Attachment I – Sample Consultant Services Agreement and incorporated herein by reference as if set forth in full. Upon the award of a final Consultant Services Agreement, the Successful Consultant will have ten (10) calendar days to produce certificates of the required insurance, including a certified endorsement naming the County as an additional insured. However, Consultants should not purchase additional insurance until a final Consultant Services Agreement has been awarded by the County. In addition, all Consultants shall certify the possession of any and all licenses and/or certifications required for the provision of the Services set forth in this RFQ.

7.10 Exceptions, Objections and Requested Changes:

Consultants should carefully review the terms and conditions of this RFQ. Any exceptions, objections or requested changes to this RFQ, and/or the sample Consultant Services Agreement attached hereto, shall be clearly explained in the SOQ with supporting rationale. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFQ and/or the sample Consultant Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFQ, and/or sample Consultant Services Agreement attached hereto, shall be considered waived and invalid by the County if the exception, objection, or requested change is not clearly explained in the SOQ.

7.11 Required Attachments:

SOQs that do not contain each of the following attachments will be considered nonresponsive and rejected by the County:

- **Attachment 1 – Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Reference Data Sheet** (See Section 7.7)
- **Attachment 3 – Supplemental Documentation** (See Section 7.8)

8.0 MODIFICATION AND CORRECTION:

8.1 Requests for Clarification or Correction:

Consultants shall be responsible for meeting all of the requirements and specifications set forth in this RFQ. If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in this RFQ, a written request for clarification or correction should be submitted to the County at the following address:

COUNTY: Humboldt County Department of Public Works – Facilities Mangement Division
Attention: Sean Meehan, Deputy Director
1106 Second Street
Eureka, California 95501
Email: smeehan@co.humboldt.ca.us

Requests for clarification or correction and any other questions pertaining to this RFQ must be received by the County before **5:00 p.m. PST on April 10, 2023**. All responses to such requests for clarification or correction and written questions shall be issued by the County on or before **April 12, 2023**.

8.2 Addenda:

Any modifications to this RFQ shall be made by written Addenda. Addenda to this RFQ, if necessary, will be distributed via mail, email or facsimile to all Consultants by the County and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFQ shall be incorporated into the Consultant's SOQ, if possible. The Addenda Cover Sheet shall be signed and dated by the Consultant and submitted to the County with the SOQ. Any oral communications concerning this RFQ by County personnel are not binding on the County, and shall in no way modify this RFQ or the obligations of the County or any Consultants.

9.0 EVALUATION CRITERIA AND REVIEW PROCESS:

After SOQs are received and opened pursuant to requirements set forth herein, the County will review and evaluate all SOQs for responsiveness to this RFQ, in order to determine whether the Consultant possesses the qualifications necessary for the satisfactory performance of the Services set forth in this RFQ. In evaluating the SOQs, the County will employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Relevant and Comparable Experience – 30 points:** The Consultant's experience in providing services equivalent to those set forth in this RFQ for government agencies of comparable size.
- **Staffing Levels – 30 points:** The Consultant's ability to provide key personnel familiar with providing services equivalent to those set forth in this RFQ.

- **Location – 10 points:** The Consultant’s ability to provide capable, competent and experienced staff from offices located in or near Humboldt County.
- **Ability to Provide High-Quality Services – 30 points:** The overall impression of the Consultant’s ability to provide the Services set forth in this RFQ.

All SOQs will be evaluated by an RFQ Evaluation Committee made up of County staff members and other parties that have expertise or experience in the types of services set forth in this RFQ. The RFQ Evaluation Committee may directly request clarification of SOQs from, and/or conduct interviews with, one (1) or more Consultants. The purpose of any such requests for clarification or interviews shall be to ensure the RFQ Evaluation Committee’s full understanding of the SOQs. If clarifications are made as a result of such discussions, the Consultant shall put such clarifications in writing. Any delay caused by a Consultant’s failure to respond to direction from the County may lead to rejection of the SOQ.

The evaluation and selection process is designed to award the procurement to the Consultant with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, SOQs will be evaluated against the evaluation criteria set forth in this RFQ and not against other SOQs. The award of a final Consultant Services Agreement, if made by the County, will be based upon a total review and evaluation of each SOQ.

All contacts made with the County during the evaluation and selection process shall be through Humboldt County Public Works Deputy Director, Sean Meehan (see Section 8.1 for contact information). Attempts by a Consultant to contact any other representative of the County during the evaluation and selection process may lead to rejection of the SOQ. Conflict resolution shall be handled by County staff upon receiving a written statement from the Consultant about this RFQ process.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process:

Once the evaluation and selection process set forth in this RFQ has been completed, the County will notify the Consultants of the final rankings, and negotiate the terms and conditions of the final Consultant Services Agreement with the highest-ranking Consultant. The highest-ranking Consultant shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by the Consultant’s failure to participate in good faith contract negotiations may lead to rejection of the Proposal. The contract negotiation process shall include, without limitation, all of the following:

- Scope of Services and Project Schedule.** The highest-ranking Consultant will be asked to submit a proposed scope of services and project schedule within four (4) days after receiving notification of the final rankings. After further discussion with County staff regarding roles, responsibilities, tasks and work products, the final scope of services and project schedule will be incorporated into the final Consultant Services Agreement resulting from this RFQ process.
- Cost Proposal.** The highest-ranking Consultant will also be asked to submit a sealed cost proposal for the provision of Services equivalent to those set forth in this RFQ. If the proposed scope of services involves subconsultants, the Consultant must include a separate cost proposal for each subconsultant. Additionally, each subconsultant’s cost proposal must follow the same format as the Consultant’s cost proposal. In order for a cost proposal to be accepted by the County, all of the following conditions must be satisfied:

1. The cost proposal must include a lump sum fee structure that is organized into clearly defined project phases.
 2. The cost proposal shall include an itemized list of the costs for each project phase set forth in the proposed scope of services, including, without limitation, staffing levels and hourly rates that may be applicable to additional services.
 3. The maximum amount payable for the provision of Services equivalent to those set forth in this RFQ shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). The final cost for the provision of Services equivalent to those set forth in this RFQ will be negotiated between the County and the highest-ranking Consultant.
- C. **Scoping Meeting.** The highest-ranking Consultant will be asked to attend a scoping meeting within five (5) days after receiving notification of the final rankings to review the proposed scope of services, project schedule and cost proposal to ensure that the Consultant has a full understanding of the terms, conditions and requirements that will be included in the final Consultant Services Agreement resulting from this RFQ process. The Scoping meeting will also provide the highest-ranking Consultant with an opportunity to ask technical questions regarding the Services that it will be required to provide pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFQ process.

10.2 **Award of Consultant Services Agreement:**

If the County determines, after the completion of the contract negotiation process, to award a contract for the provision of the Services equivalent to those set forth in this RFQ, the final Consultant Services Agreement shall be sent to the Successful Consultant for signature. Once a signed copy has been returned to the County, the final Consultant Services Agreement will be submitted to the Humboldt County Board of Supervisors for review and approval. The County hereby reserves the right to award a Consultant Services Agreement to the Consultant which, in the sole judgment of the County, meets the County's objective of completing the Project in a timely and effective manner. No Proposal shall be binding upon the County until a final Consultant Services Agreement is signed by duly authorized representatives of both the Successful Consultant and the County.

10.3 **Contractual Requirements:**

- A. **Term.** The final Consultant Services Agreement resulting from this RFQ process shall begin on May 02, 2023 and shall remain in full force and effect until June 30, 2024, unless sooner terminated or extended as set forth therein. The County shall have the right to extend the term of, and increase the maximum amount payable under, the final Consultant Services Agreement resulting from this RFQ process, via duly executed amendments thereto, based on the availability of funds.
- B. **Termination for Cause.** If, in the County's opinion, the Successful Consultant fails to adequately provide the agreed upon Services within the applicable timelines or otherwise fails to comply with the terms and conditions set forth in the final Consultant Services Agreement resulting from this RFQ process, or violates any local, state or federal law, regulation or standard applicable to its performance thereunder, the County may immediately terminate the Consultant Services Agreement or reduce the amount of compensation to be paid to the Successful Consultant pursuant to the terms and conditions thereof.

- C. **Termination without Cause.** The County may terminate the final Consultant Services Agreement resulting from this RFQ process without cause upon thirty (30) days advance written notice.
- D. **Termination due to Insufficient Funding.** The County’s obligations under the final Consultant Services Agreement resulting from this RFQ process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate the final Consultant Services Agreement resulting from this RFQ process upon seven (7) days advance written notice.
- E. **General Reporting Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to provide the County with any and all reports that may be required by any and all local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Consultant Services Agreement resulting from this RFQ process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable local, state and federal timeframes and accessibility requirements.
- F. **Preparation and Maintenance of Performance and Financial Records.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to prepare accurate and complete, performance and financial records, documents and other evidence relating to the provision of Services equivalent to those set forth herein, and to maintain and preserve said records for at least three (3) years from the date of final payment under the final Consultant Services Agreement, or as otherwise required by any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards, 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.
- G. **Inspection of Performance and Financial Records.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to make any and all, performance and financial records, documents and other evidence relating to the provision of Services equivalent to those set forth herein available during normal business hours to inspection, audit and reproduction by the County and any other duly authorized local, state and/or federal agencies, including, without limitation, the California Department of Health Care Services and the California State Auditor’s Office. The Successful Consultant will also be required to allow interviews of any of its employees who might reasonably have information related to such records by the County and any other duly authorized local, state and/or federal agencies.
- H. **Project Monitoring.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the County will have the right to monitor any and all activities related to the provision of Services equivalent to those set forth herein, including, without limitation the right to review and monitor the Successful Consultant’s records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the final Consultant Services Agreement. The Successful Consultant shall be required to cooperate with a corrective action plan, if deficiencies in its records, policies, procedures or business operations are identified by the County. However, the County shall in no way be responsible, or held accountable, for overseeing or evaluating

the adequacy of the Successful Consultant's performance.

- I. **Disclosure of Confidential Information.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to protect any and all confidential information obtained pursuant to the terms and conditions thereof in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards.
- J. **Non-Discrimination Compliance.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to comply with any and all 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; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations and standards, all as may be amended from time to time.
- K. **Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the final Consultant Services Agreement resulting from this RFQ process if it is determined that the Successful Consultant falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- L. **Indemnification Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, and to the fullest extent permitted by law, and in accordance with California Civil Code 2782.8, the Successful Consultant shall hold harmless, defend and indemnify the County and 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, the Successful Consultant's negligence, recklessness or willful misconduct in the performance of the Services required pursuant to the terms and conditions of the final Consultant Services Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County or its agents, officers, officials, employees and volunteers.
- M. **Insurance Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies. The Successful Consultant shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the final Consultant Services Agreement resulting from this RFQ process.
- N. **Compliance with Applicable Laws and Licensure Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant will be required to comply with any and all local, state and federal laws,

regulations, policies, procedures, guidelines and standards applicable to the provision of Services equivalent to those set forth herein. In addition, the Successful Consultant will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.

- O. Prevailing Wage Requirements.** In connection with the execution of the final Consultant Services Agreement resulting from this RFQ process, the Successful Consultant, and its subconsultants, shall be responsible for complying with any and all applicable local, state and federal wage requirements, including, without limitation the prevailing wage requirements set forth in California Labor Code, Sections 1770, *et seq.* California State Prevailing Wage information is available at the following California Department of Industrial Relations websites:

- http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- <http://www.dir.ca.gov/oprl/DPreWageDetermination.html>

- P. Jurisdiction and Venue.** The final Consultant Services Agreement resulting from this RFQ process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the final Consultant Services Agreement resulting from this RFQ process 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.

- Q. Assignment.** The final Consultant Services Agreement resulting from this RFQ process shall not be assignable by the Successful Consultant without prior approval from the County.

11.0 CANCELLATION OF THE RFQ PROCESS:

The County hereby reserves the right to cancel this RFQ process at any time after the issuance of this RFQ, but prior to the award of a final Consultant Services Agreement, if the County determines, in its sole discretion, that cancellation is in the County's best interests for reasons, including, but not limited to, the following: the Services set forth in this RFQ are no longer required; the SOQs did not independently arrive in open competition, were collusive or were not submitted in good faith; or the County determines, after review and evaluation of the SOQs, that the County's needs can be satisfied through an alternative method.

The County reserves the right to amend or modify the preliminary scope of services set forth in this RFQ prior to the award of a final Consultant Services Agreement, as necessity may dictate, and to reject any and all SOQs received in response hereto. This RFQ does not commit the County to award a Consultant Services Agreement for the provision of the Services set forth in this RFQ or to pay any costs incurred in the preparation of any SOQs.

**REQUEST FOR QUALIFICATIONS – NO. DPW2023-001
PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES
FOR THE GARBERVILLE VETERANS HALL PROJECT**

**ATTACHMENT A - GARBERVILLE VETERANS HALL PRELIMINARY PROGRAM AND
BUDGET**

REDUCED SCOPE PRELIMINARY PROGRAM - JOHN HAYNES VETERANS MEMORIAL BUILDING - GARBERVILLE, CA						
Room Name	Occupancy	# of Occupants	Occ. Load	Net Area	Gross Area (GF=20%)	Notes
Lobby/Hallway	A	66	1 per 5 sf net	275	330	Modest entryway, mostly providing access to usable spaces as required.
Assembly Hall	A	143	1 per 7 sf net	1,000	1200	Largest space in building adjacent to kitchen. High ceilings. Include modest performance setup, but no stage.
Office	B	2	1 per 150 sf gross	200	240	Office for Veterans organization use. Lockable, and positioned for monitoring of facility use.
Storage	B (ACC)	1	1 per 200 sf gross	150	180	Adjacent to Assembly Hall for table & chair storage.
Restroom	ACC	1	1 per 200 sf gross	167	200	Assume fully accessible restroom with 3 fixtures + 1 lavatory.
Restroom	ACC	1	1 per 200 sf gross	167	200	Assume fully accessible restroom with 3 fixtures + 1 lavatory.
Meeting Room	A	25	1 per 15 sf net	375	450	Modest meeting room for smaller group meetings. Include storage within this space.
Commercial Kitchen	B	4	1 per 200 sf gross	517	620	Modest commercial kitchen with accessible pathway, workstation and sinks. Include grease interceptor at exterior.
Mechanical / House	B	1	1 per 200 sf gross	150	180	Area for building equipment/janitorial/misc. storage.
TOTALS:		244		3,001	3601	
Outdoor Space	-	-	-	-	-	Provide outdoor space accessible from Assembly Hall and Kitchen for outdoor activities (BBQ, etc...)
Parking	-	-	-	-	-	Minimum on-site parking - concrete at van accessible stall & loading area, permeable paving at drive and other stalls.
PRELIMINARY PROJECT BUDGET						
						Notes
Construction Option:	Area in GSF	Project Budget per GSF	Total Projected Budget			
Reduced Scope Replacement	3600	\$857,59	\$3,087,324			Includes demolition, soft costs, project administration, FT&E

**REQUEST FOR QUALIFICATIONS – NO. DPW2023-001
PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES
FOR THE GARBERVILLE VETERANS HALL PROJECT**

**ATTACHMENT B – SIGNATURE AFFIDAVIT
(Submit with Proposal)**

REQUEST FOR PROPOSALS NO. DPW2022-001 SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250, et seq., the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Consultant, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Consultant or competitor; and that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions and specifications required by the County in this Request for Proposals and declares that the attached Proposal is in conformity therewith.

Signature

Title

Name

Date

This firm hereby acknowledges receipt / review of the following Addenda, if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

**REQUEST FOR QUALIFICATIONS – NO. DPW2023-001
PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES
FOR THE GARBERVILLE VETERANS HALL PROJECT**

**ATTACHMENT C – REFERENCE DATA SHEET
(Submit with Proposal)**

REFERENCE DATA SHEET	
Provide a minimum of two (2) references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate Population:	
Number of Departments:	
General Description of Services:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate Population:	
Number of Departments:	
General Description of Services:	

**REQUEST FOR QUALIFICATIONS – NO. DPW2023-001
PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES
FOR THE GARBERVILLE VETERANS HALL PROJECT**

ATTACHMENT D – SAMPLE CONSULTANT SERVICES AGREEMENT

**CONSULTANT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONSULTANT]
FOR FISCAL YEARS 20[]-20[] THROUGH 20[]-20[]**

This Agreement, entered into this ____ day of _____, 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 made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Facilities Management Division, desires to retain a qualified professional organization to provide certain specified on-call engineering and project management services that are designed to assist COUNTY with the [Name of Project]; and

WHEREAS, such work involves the performance of professional, expert 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 represents that it is adequately trained, skilled, experienced and qualified to perform the professional consulting services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT hereby agrees to provide professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for tracking expenditures of such funds.
- C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to the performance of CONSULTANT’s obligations hereunder, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this

Agreement.

- D. Project Access. In order to enable COUNTY to confirm CONSULTANT's compliance with the terms and conditions of this Agreement, CONSULTANT shall provide COUNTY, and any and all duly authorized representatives thereof, access to all work sites and any other areas associated with the services provided hereunder.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with any and all background data necessary for CONSULTANT to complete the services required pursuant to the terms and conditions of this Agreement.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's duties and obligations required hereunder. Any and all correspondence pertaining to the performance of CONSULTANT's duties and obligations required hereunder shall be submitted to COUNTY's representative in accordance with the notice requirements set forth herein.
- C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within [REDACTED] () calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin on [REDACTED] [REDACTED], 2022 and shall remain in full force and effect until [REDACTED] [REDACTED], 20[REDACTED], unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to 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 upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services satisfactorily provided 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.

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5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED] and [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED]. CONSULTANT hereby agrees to perform any and all services required by 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 hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Project Budget.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONSULTANT, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and 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 monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit E – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Facilities Management Division
Attention: Sean Meehan, Deputy Public Works Director
1106 Second Street
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either 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 Department of Public Works – Facilities Management Division

Attention: Sean Meehan, Deputy Public Works Director
1106 Second Street
Eureka, California 95501

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

8. REPORTS:

CONSULTANT hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/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 in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal 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.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, 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. Such 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 this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/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 and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, 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 hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance therewith. Each party agrees to 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.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, 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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, 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 Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); and any other applicable local, state or federal laws, regulations and standards, 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 Sections 8101, *et seq.* of

Title 2 of the California Code of Regulations are incorporated herein by reference 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 CERTIFICATION:

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

- A. Drug-Free Policy Statement. 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:
 - 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 hereunder will:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

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 and 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's 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 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 or its agents, officers, officials, employees and volunteers.

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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 CONSULTANT's performance hereunder regardless of whether 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 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 proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions 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 and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, 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, hired and non-owned vehicles, and 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 and its agents, officers, officials, employees and volunteers.
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 regarding the services provided pursuant to the terms and conditions of this Agreement. 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, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONSULTANT. Such coverage shall contain no special limitations on the scope of protection afforded to COUNTY or 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 property damage caused by explosion or collapse of structures or underground damage, 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 requirements 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 (1) insured shall not operate to impair the rights of one (1) 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 (1) 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-insurance programs maintained thereby are excess to CONSULTANT’s insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or 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. 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 available remedies, take out the necessary insurance and 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 hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

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

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, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONSULTANT hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONSULTANT hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the Humboldt County Conflict of Interest Code, all as may be amended from time to time.
- E. Prevailing Wage Requirements. CONSULTANT hereby agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions 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 incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

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20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

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:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party'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 either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

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

25. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof 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.

27. 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.

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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.

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, information and reports for its records. In the event this Agreement is terminated, CONSULTANT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

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:

Any and 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 any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement; however, nothing set forth herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under

subcontracts, whether approved by COUNTY or not.

33. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, 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 attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action 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 OF PROVISIONS:

The duties and obligations of the parties set forth in Section [] (b) – Compensation upon Termination, Section [] – Record Retention and Inspection, Section [] – Confidential Information and Section [] – 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 (1) party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein 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, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, 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. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. 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 warrants that he or she is duly authorized and has legal authority to execute 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.

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

NAME OF CONSULTANT:

By: _____

Date:

Name: _____

Title: _____

By: _____

Date:

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date:

Steve Madrone, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date:

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Project Budget
- Exhibit D – Billing Rate Schedule
- Exhibit E – Sample Invoice