

**CONSULTANT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SALLY SWANSON ARCHITECTS, INC.
FOR FISCAL YEARS 2018-2019 THROUGH 2020-2021**

This Agreement, entered into this ____ day of _____, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Sally Swanson Architects, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office – ADA Compliance Team, desires to retain a qualified professional organization to provide architectural and construction management services related to the demolition of two (2) existing buildings and construction of a new modular mini-complex as part of the Garberville Mini-Campus 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 agrees to provide professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services and Exhibit B – Project Timeline, 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 Administrative Officer, or a designee thereof.
- 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, CONTRACTOR 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 ten (10) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin on April 18, 2019 and shall remain in full force and effect until June 30, 2021, 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 rendered pursuant to the terms and conditions set forth herein through, and including, the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two

Hundred Eighty-Three Thousand Eight Hundred Ten Dollars (\$283,810.00). In no event shall the maximum amount paid under this Agreement exceed Seventy-Five Thousand Eight Hundred Eighty-Six Dollars and Twenty-Five Cents (\$75,886.25) for fiscal year 2018-2019, One Hundred Twenty-Eight Thousand Three Hundred Nine Dollars and Eleven Cents (\$128,309.11) for fiscal year 2019-2020 and Seventy-Nine Thousand Six Hundred Fourteen Dollars and Sixty-Four Cents (\$79,614.64) for fiscal year 2020-2021. CONSULTANT agrees to perform 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 A – Scope of Services.
- 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 itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day 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 in a format approved, and shall include any and all appropriate backup documentation as specified, by the Humboldt County Administrative Officer and the Humboldt County Auditor-Controller. Payment for services rendered, and 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 Administrative Office – ADA Compliance Team
Attention: Travis Smith, Project Manager
825 Fifth Street, Room 112
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 Administrative Office – ADA Compliance Team
Attention: Travis Smith, Project Manager
825 Fifth Street, Room 112
Eureka, California 95501

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CONSULTANT: Sally Swanson Architects, Inc.
Attention: Sally Swanson, AIA, Principal-in-Charge
P.O. Box 2029
San Francisco, California 94126

8. REPORTS:

CONSULTANT 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 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, 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. 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. 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 of administering 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 agrees that COUNTY has the right to monitor 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 will 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 will 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. NONDISCRIMINATION 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 applicable local, state or federal laws, regulations or standards. 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 and/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 into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development,

production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE:

By executing this Agreement, CONSULTANT certifies that it will 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 hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for

damages related to 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 CG0001), in an amount of Two Million Dollars (\$2,000,000) 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 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 insureds for liability arising out of the operations performed by or on behalf of

CONSULTANT. The 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 provisions 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 pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

AND

Humboldt County Administrative Office
Attention: Travis Smith, Project Manager
825 Fifth Street, Room 112
Eureka, California, 95501

CONSULTANT: Sally Swanson Architects, Inc.
Attention: Sally Swanson, AIA, Principal-in-Charge
P.O. Box 2029
San Francisco, California 94126

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, licensees, invitees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT agrees to comply with any and all local, state and federal laws and regulations applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT 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 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 1135 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 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, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

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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 is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

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. 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.

22. ASSIGNMENT:

Neither party shall delegate its duties nor 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.

23. 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.

24. 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.

25. 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.

26. AMENDMENT:

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

27. 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.

28. 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.

29. 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.

30. 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 all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to the Humboldt County Administrative Officer in accordance with the notice requirements set forth herein.

31. 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.

32. 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, "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.

33. SURVIVAL OF PROVISIONS:

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

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. AUTHORITY TO EXECUTE:

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 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 ASSISTANT TREASURER.

SALLY SWANSON ARCHITECTS, INC.:

By: Sally Swanson

Date: 10/07/2020

Name: Sally Swanson

Title: CEO

By: W. Andrew Dunn

Date: 10/07/2020

Name: W. Andrew Dunn

Title: Board member

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Humboldt County Purchasing Agent
(Pursuant to the authority granted by the
Humboldt County Board of Supervisors on
October 20, 2020 [Item C-1])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Project Timeline

EXHIBIT A
SCOPE OF SERVICES
Sally Swanson Architects, Inc.
For Fiscal Years 2018-2019 through 2020-2021

CONSULTANT agrees to provide the following professional consulting services to COUNTY upon request. CONSULTANT will be working under the direct supervision of COUNTY representatives only.

Task Order 13: Design Plans and Specifications for Garberville Mini Complex at 715 Cedar Street, Garberville CA

PROJECT ATTRIBUTES / DESIGN ELEMENTS:

General Complex:

- One Modular that all programs occupy;
- Flat roof/no extended overhangs;
- Commercial store front with public lobby with doors leading to Library, Conference Room, Sheriff's lobby and public restrooms (public lobby to have high/low drinking fountains);
- Modular should be able to be relocated in the future and not constructed on concrete foundations;
- Site improvements to include resolving site drainage issues;
- Provide path of travel to public right of way;
- No landscaping;
- Provide accessible parking at front of building;
- Sign and paper product dispensers are to be provided by county and installed by contractor; and
- Site must be well lit.

Sheriff's Office:

- Accessible service window to be located in a second lobby off the main lobby with a service door;
- Two (2) private offices, one (1) private office/interview room and an open workspace;
- Evidence storage to be lockers secured to floor and wall;
- One (1) room should be insulated to diminish sound transfer for interview purposes;
- Backup generator to power critical loads;
- Uni-sex employee toilet room should have shower;

- Small lunch counter with no dishwasher;
- Must have an accessible entrance at the rear of the facility out of view of other programs; and
- Sheriff only parking to be located at the back of the building.

Library:

- Children's space;
- Open space for easy movie set up with speakers and projector;
- Four (4) public computer stations and two (2) staff stations;
- No need for private office space; and
- Book storage area.

Conference Room:

- Enough space to meet with six (6) to eight (8) people.

Services / Deliverables:

- Collect and review all available project information;
- Evaluate programmatic requirements, code analysis and validate building programming/spaces with county representatives via phone conferences prior to proceeding with Design Document phases;
- Assess the building/sit limitations and record existing conditions and dimensions (1 visit);
- Creation of CAD as-built drawings of existing site including topographic survey;
- 90% Design Documents (plans and specifications) and coordination with modular manufacturer;
- 90% Design Documents cost estimates;
- 90% Design Documents plan review comments and approval to proceed with 100% Design Documents;
- 100% Design Documents (plans and specifications) and coordination with modular manufacturer;
- 100% Design Documents cost estimates;
- Submit applications and 100% Design Documents to Local Authority Having Jurisdiction (LAHJ) for plan review directly or indirectly through the county project manager;
- Coordinate with all consultants to incorporate all LAHJ plan review comments if applicable and obtain approval on plans and specifications;

- Provide technical support for Bidding phase (2 meetings);
- Provide technical support during construction phase including written responses to all bidder questions, RFIs, shop drawings, submittals and constructions meetings (6 meetings); and
- Final punch list (1 visit) and achieve project close-out or obtain sign-off and/or letter of completions with LAHJ.

Proposed Fee:

- | | |
|--|---------------------|
| • Task Order 13: | \$218,460.00 |
| • Reimbursables not to exceed: | \$15,600.00 |
| • TOTAL fixed fee for A/E consulting services: | \$234,060.00 |

Services Not Included:

Upon request CONSULTANT can provide the following optional services, NOT included in this scope of work:

- Change order preparation services beyond scope of work and included services;
- Meetings or site visits beyond scope of work and included services;
- Redesign, engineering or field coordination due to unforeseen or discovery field conditions;
- Construction in phases;
- Design of concrete foundation/footings for modular(s);
- Complete data cabling infrastructure design;
- Intercom system layout or full design;
- Clock system layout or full design;
- Public address system design/modification;
- Title 24 installation (NRCI) forms;
- Title 24 acceptance (NRCA) forms;
- Empty conduit and junction boxes for audio-visual (A/V) system;
- Security system design: surveillance, access control and intrusion;
- Other electrical and low voltage system not included;

- Data system network design;
- Value engineering services;
- Electrical testing services;
- Commissioning services; and
- Design of temporary services for contractor's uses.

County Provided Items:

- Documentation of existing programs, services and activities;
- Available reports associated to project site;
- Available drawings of existing sites and buildings in CAD;
- Division 0 Bidding Requirements, Contract Requirements and Conditions of the Contract that are to be included in the project manual as well as other documents to be included;
- Specifications templates for editing;
- LAHJ project submittal and plan review fees; and
- Hazardous material discovery, identification, and/or abatement.

Clarification and Assumption:

- CONSULTANT will be Architect of Record (AOR) and provide all required coordination with sub-consultants, if applicable;
- The project will include bidding support, construction observation and punch list;
- Standard pre-approved modular(s) with limited customization;
- Construction documents of modular(s) to be provided by manufacturer (Selected manufacturer will provide design-built construction plans for LAHJ's review and approval);
- Existing electrical infrastructure is sufficient to accommodate these renovations;
- COUNTY shall be responsible for hiring an electrical contractor to perform meter readings;
- Judges spaces and courtroom have been removed from this scope per initial on-site scoping meeting;
- Mini Complex is to be assembled by temporary modular(s) per the county's direction;
- Existing electrical panels with exiting loads shall not be modified to comply with disaggregation of electrical loads per current Title 24 energy code. Only new load shall be disaggregated; and

- Security design for the Sheriff Substation shall be by others or as an additional service.

Additional Services:

- Any services not customarily furnished in accordance with generally accepted Architectural practice will be considered additional services;
- If significant material changes occur in the scope of work during the course of the contracted services, CONSULTANT reserves the right to make an appropriate adjustment in the costing of the project;
- Any redesign effort that is not due specifically to the negligent act, error, omission, or willful misconduct on the part of CONSULTANT shall require an increase to the compensation of consultant;
- Services resulting from changes in scope of work after the county approval of work; and
- For additional services the A/E compensation shall be negotiated with the county prior to proceeding with the work.

For Additional Services Not Included in Scope:

Following rates are effective as of January 1, 2019, until December 31, 2019 (CONSULTANT reserves the right to adjust rates after January 1, 2020):

Hourly Billing Rates for Access Compliance or A/E Services:

- | | |
|-------------------------------|----------|
| • Principal, AIA: | \$225.00 |
| • Sr. Policy Specialist: | \$185.00 |
| • Project Manager, CASp/ICC: | \$160.00 |
| • Sr. Technical Architect: | \$160.00 |
| • Sr. Access Consultant, ICC: | \$125.00 |
| • Architectural Drafter: | \$110.00 |
| • Technical Staff: | \$110.00 |
| • Clerical Staff: | \$75.00 |

List of Reimbursable Expenses (if applicable):

- Project travel expenses (car rental/mileage, lodging, per diem, tolls, etc.); and
- Expense of reproduction, postage and delivery of documents.

Reimbursable expenses are reimbursable at the actual cost incurred by CONSULTANT.

Payment:

- Services will be billed monthly, based on percentage completed and include applicable reimbursables; and
- Payable net thirty (30) days from billing date.

Miscellaneous Provisions:

COUNTY acknowledges that requirements of the Americans with Disabilities Act (ADA) and other federal, state and local accessibility laws may be subject to various and possibly contradictory interpretations. CONSULTANT, therefore, will use reasonable professional efforts and judgement to interpret applicable ADA requirements and other federal, state and local laws as they apply to the project. CONSULTANT, however, cannot and does not warrant or guarantee that the said project will fully comply with interpretations of these requirements by regulatory bodies or court decisions.

Task Order 13: Design Plans and Specifications for Garberville Mini Complex at 715 Cedar Street, Garberville, California

ADDITIONAL SERVICES 1 – INTERIOR FINISHES DESIGN:

Scope of Services:

CONSULTANT agrees to provide professional Architectural and Engineering services to COUNTY, upon request. CONSULTANT will be working under the direct supervision of county representatives only. Services will be billed monthly, based on hourly services provided including applicable reimbursables. Payment terms are net 30 days.

Additional services for design and preparation of Design Document to include:

- Initial user group/county representatives meeting(s) via conference call on interior finishes;
- Review owner’s selected furniture for interior finishes coordination and ADA compliant;
- Preliminary architectural finish selection;
- Develop preliminary generic finish schedule and ROM estimates;
- Coordination meeting(s) with user group/county representatives on preliminary architectural finish selection and incorporate comments/feedbacks as necessary;
- Develop finish schedule and plans to incorporate into 100% design documents;
- RFI review, response and coordination on interior finishes during construction administration; and
- Review and approve interior finishes submittal during construction administration.

Proposed Fee:

- Time and Materials (T&M) initial not-to-exceed: **\$20,000.00**

CONSULTANT Hourly Billing Rates:

Hourly billing rates for Access Compliance Services:

- Principal: \$225.00
- Sr. Policy Specialist: \$185.00
- Project Manager, CASp, ICC: \$160.00
- Sr. Technical Architect: \$160.00
- Sr. Access Consultant, ICC: \$125.00
- Architectural Drafter: \$110.00
- Technical Staff: \$110.00
- Clerical Staff: \$75.00

List of Reimbursable Expenses (if applicable):

- Project travel expenses: car rental, mileage and tolls, etc.
- Expense of reproduction, postage and delivery of documents

Reimbursable expenses will be billed at 1.15 times the amount incurred by SSA Inc.

Task Order 13: Design Plans and Specifications for Garberville Mini Complex at 715 Cedar Street,
Garberville, California

ADDITIONAL SERVICES 2R – CHANGE FOUNDATION TO CONCRETE SLAB-ON-GRADE:

Scope of Services:

CONSULTANT agrees to provide professional Architectural & Engineering services to COUNTY upon request. CONSULTANT will be working under the direct supervision of County representatives only. Services will be billed monthly, based on percentage completed including applicable reimbursables. Payment terms are net 30 days.

Additional Services for Design and Preparation of Design Documents to Include:

- Coordinate and provide design of concrete slab-on-grade foundation with 4” concrete slab, including, under stairs and ramps;
- Revise Civil demolition, grading and paving, utility and detail plan to reflect changes;
- Provide structural drawings and calculation for slab-on-grade foundation system based on loading criteria provided by the modular manufacturer;

- Review and address structural plan check comments; and
- Review of shop drawings and responses to RFI's.

Proposed Fee:

• Civil Engineer 6,086.00 + 15% Mark up:	\$6,998.90
• Structural 3,825.00 + 15% Mark up:	\$4,398.75
• Architectural:	\$18,352.35
• Lump Sum Fee:	\$29,750.00

CONSULTANT's Hourly Billing Rates:

Hourly billing rates for Access Compliance Services:

• Principal:	\$225.00
• Sr. Policy Specialist:	\$185.00
• Project Manager, CASp, ICC:	\$160.00
• Sr. Technical Architect:	\$160.00
• Sr. Access Consultant, ICC:	\$125.00
• Architectural Drafter:	\$110.00
• Technical Staff:	\$110.00
• Clerical Staff:	\$75.00

List of Reimbursable Expenses (if applicable):

- Project travel expenses: car rental, mileage and tolls, etc.
- Expense of reproduction, postage and delivery of documents

Reimbursable expenses will be billed at 1.15 times the amount incurred by CONSULTANT.

EXHIBIT B
PROJECT TIMELINE
Sally Swanson Architects, Inc.
For Fiscal Years 2018-2019 through 2020-2021

Design Plans and Specifications for Garberville Mini Complex

Additional Services 1 – Interior Finishes Design

90% Design Documents:	August 12, 2019
Plan Review Process:	August 21, 2019
100% Design Documents:	September 12, 2019
Project Bidding:	February 18, 2020
Project Contract Award:	March 17, 2020

Additional Services 2R – Change Foundation to Concrete Slab-On-Grade

90% Design Documents:	July 22, 2020
Plan Review Process:	September 21, 2020
100% Design Documents:	September 21, 2020
Construction Phase Begins:	September 21, 2020
Construction Management and Observation Phase:	March 25, 2021
Project Closeout Phase:	April 6, 2021